

# North Florida Water Utilities Authority

## Board of Directors

### Meeting Agenda

August 12, 2024

9:30 AM

Columbia County Tourist Development Conference Room  
971 W Duval Street  
Lake City, FL 32055

**PLEASE BE ADVISED THAT ANYONE WANTING TO APPEAL AN OFFICIAL DECISION OF THE NORTH FLORIDA WATER UTILITIES BOARD MADE ON ANY SUBJECT AT THE MEETING MUST HAVE A VERBATIM RECORD OF THE MEETING THAT INCLUDES THE TESTIMONY AND EVIDENCE ON WHICH THE APPEAL IS BASED.**

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## AGENDA

1. Call to Order
2. Pledge
3. Roll Call
4. Additions and Deletions
5. Adoption of the Agenda
6. Approval of the July 1, 2024, NFWUA Meeting Minutes **(A1-A7)**

### **Presentations to the Board**

7. Mike McWaters, Executive Director, Suwannee Valley Electric -
8. Jay Swisher, Clerk of Courts, Columbia County -  
Follow Up on July 1, 2024, meeting comments regarding NFWUA financial service needs. **(1-5)**

9. John Wheeler and Denise Vogelgesang -  
Florida Association of Counties Trust premium estimate for NFWUA  
insurance coverage. **(B1-B7)**
  
10. Nathan Thornton, MuniCreative, Inc. / The NET Group -  
NFWUA Website Design Proposal **(C1-C3)**

### **Discussion and Action**

11. Appointment of 5<sup>th</sup> NFWUA Board Member **(D1-D7)**
12. Private Attorney Contract Services Agreement - Grady H. Williams, Jr. -  
**(E1-E17)**
13. Proposed Purchasing Policy **(F1-F61)**
14. Proposed Job Description – NFWUA Executive Director **(G1-G3)**
15. Request for Proposals – Utility Rate Study **(H1-H6)**

### **Board/Public Comments**

16. Public Comments
17. Board Comments
18. Adjournment

## North Florida Water Utilities Authority

July 1<sup>st</sup> 2024

9:30 AM

The North Florida Water Utilities Authority (NFWUA) met in a scheduled meeting at 971 West Duval Street, Suite #150 Lake City, FL 32055. The meeting was called to order with invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

### **Board Attendance:**

Chairman, Commissioner Rocky Ford

Vice-Chair, Commissioner Franklin White

Board Member, Commissioner Ron Williams

Board Member, Commissioner Leo Mobley

### **Others in Attendance:**

David Kraus, Columbia County Manager

Dale Williams, Nth FL Professional Services

Shannon Roberts, Suwannee County Administrator

Grady Williams, NFWUA Attorney

Greg Scott, Suwannee County Manager

Adam Morrison, Suwannee County Attorney

Staz Guntek, Columbia County Project Development Manager

James. M Swisher, Clerk of Court & County Comptroller

Lauren Pope, Columbia County Finance Director

Amber Taylor, Deputy Clerk

### **Approval of Previous Minutes:**

**Motion** by Commissioner Williams to approve minutes from previous meeting. **Seconded** by Commissioner White. Motion carried unanimously.

**Additions and Deletions:**

Additions

None.

Deletions:

None.

**Presentations to the Board:**

Heather Webber, Compliance Manager of Clay County Utility Authority

- Ms. Webber gave extensive overview on Consumptive Use Permits (CUPS) and Levels (MFLs), Basin Management Action Plan (BMAP), Lead and Copper Rule (LCR) and Per-and Polyfluoroalkyl Substances (PFAS).
- North Florida Regional Water Supply Plan Projects Conceptualization Effort and North Florida Regional Water Supply Plan were also reviewed in presentation.
- The importance of BMAPS was discussed and conversation about water recharge in Columbia and Suwannee Counties came into conversation.
- EPA Concerns were discussed in presentation (see attached) as well.

Commissioner Ford requested clarification as to what determines which existing pipes need to be replaced. Ms. Webber instructed the board that pipes downstream from any lead pipe must be replaced.

Mr. Dale Williams posed question concerning building codes being effected by projected changes.

Commissioner, Ron Williams gave comment pertaining to Columbia County being effected by water taken out of the aquifer in other Counties, having a negative effect on the amount of recharge water that Columbia County is responsible for. The Citizens of Columbia County are not the cause, by way of water usage, for this water depletion. But rather, it is being pulled for usage in other counties.

Presentation, Andrew Palmer

Mr. Palmer did not attend meeting.

John Wheeler, Wheeler Insurance Agency & Denise Vogelgesang, Florida Assoc. of County Trust

- Mr. Wheeler gave overview to Board as to which insurance is needed initially to cover the North Florida Water Utilities Authority.
- Due to early stages of formation, many current needs will change and increase as the NFWUA becomes established.
- The NFWUA will be operating as an Independent Special District and separate legal entity. Therefore, executing contracts, establishing rules, and will have the authority to own and operate assets. Specific coverage is necessary and recommended.

- Ms. Vogelgesang, updated the Board with examples of authorities operating similarly to the NFWUA that are current customers.

Those examples were as follows:

Putnam County Port Authority  
Florida Keys Aqueduct Authority  
Utilities Commission of New Smyrna Beach  
Florida Gas Utility  
Lake County Water Authority

Ms. Vogelgesang also assured the Board, this company has much experience litigating any issues that may or may not come up as the Authority develops.

The Wheeler Insurance Agency will be working in conjunction with Florida Association of County Trust to serve the NFWUA, providing necessary coverage. Legal formation of the NFWUA as an Independent Special District, negates the current Suwannee & Columbia County policies from encompassing the NFWUA. Separate additional coverage must be established.

Mr. Wheeler gave several examples as to why coverage for NFWUA is an urgent concern and needs to be put in place promptly.

Those examples were as follows:

PFAS (possible injury to individual)  
Upstream Lead (contamination)  
Damage during construction (accidental damage to property)

Mr. Kraus posed question during presentation, as to the immediate coverage need. The concern is to ensure proper coverage during the establishment phase of NFWUA.

Mr. Wheeler advised the Board that he recommended liability to start. In order to create a policy cost projection for the Board, the insurance companies will need payroll calculations as well as other estimations to create a more detailed cost estimation. Ms. Vogelgesang recommended a policy be in place, before the execution of any legal contracts (ie hiring Executive Director).

Discussion ensued.

**Motion** by Commissioner Williams to have emergency proposal presentation, to include quotes pertaining to necessary insurance coverage for NFWUA. **Seconded** by Commissioner Mobley. Motion carried unanimously.

James Swisher, Clerk of Circuit Court & Columbia County Comptroller

Mr. Swisher spoke to the NFWUA Board in response to proposition, for the Columbia County Clerk of Courts to provide financial accounting services for the Authority. Some of the key points that Mr. Swisher spoke on during his proposal were:

- Implementing sound internal controls, as to ensure transparency along with accountability.
- Due to early stages of development for NFWUA, Mr. Swisher referenced generic aspects of financial assistance to the Board. However, Mr. Swisher extended complete assistance while being as customizable as possible, to ensure the maximum success of the Authority.
- A separation of duties will be implemented within the department, in order to create a checks and balance system between the accounts payable/receivable. (Example's given)
- Mr. Swisher requested funding for an additional level one staff accountant, to conduct and process fiduciary tasks for the Authority.
- The proposition from Mr. Swisher would encompass Suwannee County Utilities and Columbia County Utilities accounts receivable/payable as well as any other pecuniary tasks related to the NFWUA, be handled by the Columbia County Clerk of Court.
- Mr. Swisher will serve as the direct point of contact for Board of Directors concerning financial matters pertaining to NFWUA.
- The Columbia County Clerk office would also be available to assist in developing any procedures necessary for allocating indirect and shared expenses.
- The Columbia County Clerk office would assist in the preparation of annual audit, as well as annual budget presentation.

Discussion ensued.

NFWUA Attorney, Grady Williams asked if Suwannee County Clerk of Court would like to be considered for the handling of the fiduciary aspects of the NFWUA. Suwannee County Attorney, Adam Morrison spoke with Suwannee County Clerk of Court, Barry Baker. *“Suwannee County Clerk of Court office at the request of this board, volunteer to an interim basis, handle short term banking needs of the board as may be necessary to enable the board to move forward. However, when presented a more permanent solution, by the Columbia County Clerk of Court, Mr. Morrison spoke on behalf of Mr. Baker. Siting, it would be better to go with a more permanent solution.”*

NFWUA Attorney, Grady Williams prompted action from the board to authorize Columbia County Clerk of Court to establish banking account for the North Florida Water Utilities Authority.

**Motion** by Commissioner Ron Williams, to authorize Columbia County Clerk of Court to establish banking account for the North Florida Water Utility Authority. **Seconded**, by Commissioner Franklin White. Motion carried unanimously.

**Discussion and Action Items:**

### NFWUA Board Member Selection

The board of NFWUA has advertised for the 5<sup>th</sup> board volunteer member position. At this time, due to minimum response, the board made the decision allowing the advertisement to remain in hopes of additional response and interest. A financial disclosure form is required by the applicant, when applying for this Board position.

### North Florida Professional Services Consulting Services

Mr. Dale Williams requested clarification as to the role and responsibilities that the NFWUA Board members wish for him to play during the development stage of this venture. Mr. Dale Williams reiterated that he has been authorized to serve in the capacity of Consultant, to the Board of the North Florida Water Utility Authority on an interim basis. Once established, an Executive Director will be hired and assume the responsibilities and tasks of NFWUA. Until such a time, Mr. Dale Williams will consult with the Board of NFWUA pertaining to Executive decisions.

**Motion** by Commissioner Ford *“to approve the scope of work contract between North Florida Professional Services, Suwannee County BOCC and Columbia County BOCC, and reimburse Columbia County any money spent on this.”* **Seconded** by Commissioner Leo Mobley. Motion carried unanimously.

### Selection of Executive Director

NFWUA Board will begin to advertise for the position of Executive Director for the Authority. A brief summary of outlined requirements needed for this position were discussed. They are as follows:

- Requirements of Position
- Salary Establishment
- Scope of Job Duties
- Rate Study to Cover Expenditures

Mr. Dale Williams stated that a draft will be presented by him during the next NFWUA meeting. This draft, will outline job specifics, as well as suggestions on places to advertise, said position.

Commissioner Ron Williams questioned the need for a full time employee in the infancy stages of development for NFWUA.

Discussion ensued.

### USDA Development Initiative

Mr. Kraus, (CCM) addressed the Board with the opportunity to apply for USDA Rural Community Development Initiative. The awarded funding does require a 10% match.

Discussion ensued.

Mr. Roberts advised the board about seeking additional funding that does not require a financial match.

**Motion** by Commissioner Mobley to approve application for \$100,000 for the USDA Rural Community Development Initiative. **Seconded** by Commissioner White. Motion carried unanimously.

#### Budget Development Process

Budgetary development will be determined by State Law and the Columbia County Clerk of Court, Mr. Jay Swisher.

Mr. Swisher advised the Board of an established professional relationship with First Federal Bank and would ask this establishment be considered for fiduciary needs.

The Operations and Maintenance budget for the NFWUA, will be administered by Columbia County Clerk of Court.

Both Columbia and Suwannee Counties are both required by law, to reference the NFWUA Budget in their Consolidated Annual Budget.

#### Purchasing Policy

Mr. Staz Guntek is currently formulating a Purchasing Policy, for proposal to the Board.

#### North Florida Water Utility Authority Website

The NFWUA will be required, as a Special District, to establish and maintain a public website.

Discussion ensued.

Mr. Dale Williams prompted each County Manager to request cost estimate for the development and maintenance for Authority website from prospective contractors, those estimates are to be presented to the Board at the next meeting.

#### Reschedule August Meeting

Due to a scheduling conflict, the NFWUA Board Meeting scheduled for August 7<sup>th</sup> 2024 must be rescheduled.

Discussion ensued.

NFWUA Board Meeting was moved to Monday August 5<sup>th</sup> 2024 at 9:30 AM, in Suwannee County. The meeting is to be held in Live Oak, FL at the Judicial Annex.

**Public Comments:**

None

**Board Comments:**

Commissioner, Ronald Williams requested that name plates be created for board members, as to provide clarity to the Clerk and the public.

Mr. Ron Williams gave comment on the future of Columbia and how the Citizens of Columbia and Suwannee will benefit from NFWUA.

Commissioner Ford and Commissioner White, echoed Commissioner, Williams sentiments.

**Adjournment:**

There being no further business, the meeting adjourned at 11:35 AM.

ATTEST:

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Rocky Ford, NFWUA Chairman  
Columbia County Commissioner

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James M. Swisher, Jr.  
Clerk of Circuit Court & County Comptroller



**JAMES M. SWISHER, JR.**  
**CLERK OF THE CIRCUIT COURT**  
**AND COUNTY COMPTROLLER**  
Columbia County, FL

## Total Number of Utility Customers as of July

- Ellisville 47
- Ft White 293
- Mason City 12
- Suwannee County 14
- Total 366



**JAMES M. SWISHER, JR.**  
**CLERK OF THE CIRCUIT COURT**  
**AND COUNTY COMPTROLLER**  
Columbia County, FL

# Utility Customer Payments Processed per

• Ellisville	98	\$24,013
• Ft White	293	\$17,579
• Mason City	12	\$423
• Suwannee County	14	\$7,400
• Total	417	\$49,415



**JAMES M. SWISHER, JR.**  
**CLERK OF THE CIRCUIT COURT**  
**AND COUNTY COMPTROLLER**  
Columbia County, FL

# Utility Customers Adjustments Processed p

• Ellisville	10	\$336
• Ft White	56	\$1,773
• Mason City	2	\$22
• Total	68	\$2,131



**JAMES M. SWISHER, JR.**  
**CLERK OF THE CIRCUIT COURT**  
**AND COUNTY COMPTROLLER**  
Columbia County, FL

## Finance Transactions per Month

- Checks 36
- Invoices 37
- Purchase Orders 62
- Suwannee County 22 (checks)
- Total 157



**JAMES M. SWISHER, JR.**  
**CLERK OF THE CIRCUIT COURT**  
**AND COUNTY COMPTROLLER**  
Columbia County, FL

Payroll ??



FLORIDA ASSOCIATION OF COUNTIES TRUST

**North Florida Water Utilities Authority**  
**PROPOSAL**  
**August 5, 2024 - October 1, 2025**

**I. Multi-Class Liability (Occurrence Form)**

Including Bodily Injury, Property Damage  
Personal Injury and Advertising Injury  
Errors and Omissions and Federal Civil Rights Liability

Limits of Liability	
Aggregate	\$3,000,000
General Liability per occurrence	\$1,000,000
Florida Statutory Liability per occurrence	\$300,000
Florida Statutory Liability per person	\$200,000
Claims Bill Coverage Extension	\$1,000,000

**II. Designated Wrongful Employment Practices Liability (Occurrence Form)**

Including Employment Discrimination, Sexual Harassment  
Wrongful Termination and Whistleblower Retaliation

Limits of Liability	
Aggregate	\$2,000,000
Florida Statutory Liability per occurrence	\$300,000
Florida Statutory Liability per person	\$200,000
Other than Florida State Law Claims	\$1,000,000
Claims Bill Coverage Extension	\$1,000,000

**III. Employee Benefits Liability (Occurrence Form)**

Covers benefit plan errors and omissions

Limits of Liability	
Aggregate	\$2,000,000
Liability per occurrence	\$1,000,000
Florida Liability per occurrence	\$300,000
Florida Liability per person	\$200,000
Claims Bill Coverage Extension	\$1,000,000

**IV. Cyber Liability (Claims Made Form)**

Cyber Coverages including Privacy, Network Security and Data Breach

Limits of Liability	
Annual Aggregate	\$1,000,000



FLORIDA ASSOCIATION OF COUNTIES TRUST

**North Florida Water Utilities Authority**

**PROPOSAL**

**August 5, 2024 - October 1, 2025**

**V. Premium Summary - With Claims Bill Coverage**

**Multi-Class Liability including Errors & Omissions, Pollution/Sprayed Herbicides or Insecticides, Medical Attendants' / Medical Directors' Malpractice, Designated Wrongful Employment Practices Liability (DWEPL), and Employee Benefits Liability (EBL) and Cyber Coverages including Privacy, Network Security and Data Breach - Excluding Sheriff's Department**

**Excludes Law Enforcement**

Multi-Class Liability	\$0 Deductible	\$2,598
Errors & Omissions Liability	\$0 Deductible	\$2,619
Cyber Liability	\$35,000 Deductible	\$5,516
Employee Benefits Liability	\$0 Deductible	Included
Service Fee - GL		\$453
Service Fee - Cyber		\$480
<b>Total</b>		<b>\$11,666</b>

**VI. One-Time Additional Charge (Mandatory)**

<b>FACT New Member Extraordinary Loss</b>	
<b>Reserve Fund Contribution</b>	<b>\$100</b>

**VII. TOTAL PREMIUM AUGUST 5, 2024 TO OCTOBER 1, 2025 \$11,766**

**Includes One-Time Additional Charge (Mandatory)**  
**FACT New Member Extraordinary Loss**  
**Reserve Fund Contribution**

Premium is payable in full within 30 days of inception.



FLORIDA ASSOCIATION OF COUNTIES TRUST

**North Florida Water Utilities Authority  
PROPOSAL**

Premium Breakdown

	Deductible	Premium	Check Accepted	Check Rejected
<b>General Liability</b>				
August 5, 2024 to October 1, 2025	\$0	\$5,670	0	0
August 5, 2024 to October 1, 2024	\$0	\$765	0	0
	Deductible	Premium	Check Accepted	Check Rejected
<b>Cyber</b>				
August 5, 2024 to October 1, 2025	\$0	\$5,996	0	0
August 5, 2024 to October 1, 2024	\$0	\$809	0	0



Proposal for August 5, 2024 to October 1, 2025

**North Florida Water Utilities Authority**

**WORKERS' COMPENSATION PAYROLLS**

	Limit
Workers' Compensation	Statutory
Employers Liability	\$1,000,000 / \$1,000,000 / \$1,000,000

CODE	DESCRIPTION	PAYROLL
8810	CLERICAL	150,000
TOTAL PAYROLL		\$150,000

Deductible: \$0

Experience Modification Factor: 10/1/2024 1.00

Payrolls and WC premium, including any applicable incentive credits, are subject to Final Audit.

**PREMIUM SUMMARY**

**Coverage Line**

**August 5, 2024 to October 1, 2025  
Premium**

Workers' Compensation Coverage	\$596
<b>Total Premium</b>	<b>\$596</b>
<b>Service Fee</b>	<b>\$48</b>
<b>Total FMIT Premium</b>	<b>\$644</b>

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of the actual FMIT Insuring Agreement(s) and/or Policies will apply.

**Please Read the following Important Notes**

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

**INTEREST FREE INSTALLMENT PLAN**

<u>Pro Rata Installment</u>	<u>First Installment</u>	<u>Second Installment</u>	<u>Third Installment</u>	<u>Fourth Installment</u>
<b>August 5, 2024 to October 1, 2024</b>		<b>October 1, 2024 to October 1, 2025</b>		
Amount due \$100.00	25% minimum due	25% minimum due	25% minimum due	25% minimum due
August 5, 2024	October 1, 2024	January 1, 2025	April 1, 2025	July 1, 2025

Payment will be forwarded to the Florida League of Cities in Tallahassee

**Premium Breakdown**

	<b><i>Deductible</i></b>	<b><i>Premium</i></b>	<b><i>Check Option Accepted Rejected</i></b>
<b><i>Worker's Compensation</i></b>			
August 5, 2024 to October 1, 2025	\$0	\$644	O O
Pro Rata August 5, 2024 to October 1, 2024	\$0	\$100	O O



Tuesday May 28, 2024

**North Florida Water Utilities Authority**  
**David Krause, Columbia County Manager**  
**Greg Scott, Suwannee County Administrator**

We want you to be able to show the best you have to offer, share your stories, and make meaningful connections with your community. We have provided you pricing that will help you do this. It includes everything you would expect in a state of the art content management system like responsive (mobile friendly) design, interactive calendars, slideshows, and more. But, the most important part of our services is **the ongoing website management** we provide. We become your webmasters. Our staff is dedicated to making your county websites an effective communication, public relations, and marketing tool. Our services include:

- Ongoing content updates to keep your sites current and informative
- Easy access to us by your authorized staff for content submission
- Monthly reminders to your authorized staff to get those latest updates
- Proofing and editing of all editable content
- Ongoing graphic updates for website appearance and optimization, including stock photos
- Monthly site reviews to make sure everything looks great and works perfectly
- Timely updates— almost always the same day, usually within hours
- ADA accessibility and 508 compliance to ensure that all visitors can enjoy the site
- Monthly tips to authorized staff to give them ideas for better content submission
- Website proposal is all inclusive and will include, website updates, hosting, and domain name registration.

Please review the following pricing information, and feel free to give us a call if you have any questions at 904.263.8356.

Sincerely,

**Nathan Evan Thornton, President**  
MuniCreative, Inc. | The NET Group  
Florida Clerk of Courts Website Services  
1601 NE 154 Terrace  
Starke, Florida, 32091  
[nathan@thenetgrouponline.com](mailto:nathan@thenetgrouponline.com)

# DELIVERABLES & COSTS

## WEBSITE DESIGN, ADA COMPLIANCE & HOSTING:

**\$3,500**

ONE TIME FEE

- ✓ ADA Compliance and Monitoring Services
- ✓ ADA Compliant Website and Online Forms for Submittal
- ✓ Custom Website Design for North Florida Water Utilities Authority
- ✓ Professional graphic design (enhancements to existing website)
- ✓ Home page layout plan / wireframe mockup
  - Website design
- WordPress updates & configuration WordFence Security Framework
- ✓ Daily Backups to the North Florida Water Utilities Authority Website
- ✓ Search Engine Optimization (SEO)
- ✓ Testing & programming revisions
- ✓ Graphics & Content revisions
- ✓ Client communications & phone consultations
- ✓ Unlimited Website Changes/Updates Throughout Contract Term
- ✓ Website Hosting and Domain Name Renewal Included

## DELIVERY SCHEDULE:

MuniCreative has developed a reputation for website project completion on time and on budget. Our On Purpose mind set works with you to complete your project as quickly as possible. This partnered approach helps you with time lines for information retrieval, images, content and styling for a smooth process. Our proposed schedule is as follows (all estimates in business days)

MILESTONES	Estimated # Bus Days to Complete
Discovery and Planning	2-3
Server Setup and Design	3-4
Content Work	3-14
Development and Programming	3-6
Beta Testing and Review	2-3
<b>Total Development Production Time (# of days)</b>	<b>13-30</b>
Launch	Upon Approval, then 2-5 days
Training	Ongoing

**Terms of agreement**

This proposal is between MuniCreative, Inc. and North Florida Water Utilities Authority.

As a part of this proposal Full Time Website Designer and Administrator, Nathan E. Thornton will be provided to the North Florida Water Utilities Authority as a part of this proposal. We will also redesign the website every 3 years, if desired included in our annual fee.

Annual Fee for website management will be \$1,200.00/year and will include unlimited updates, logo design, and social media creation.



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MuniCreative, Inc.

Signature 05/28/24

Date

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North Florida Water Utilities Authority

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Date

Received  
HR  
Date: 7/8/24

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS  
APPLICATION FOR APPOINTMENT TO ADVISORY BOARD  
(Please Print or type)

Name of Board: Regional Utilities Date: 7/2/24

Applicant Name: John "Jack" Schoen

Email: JSchoen14@gmail.com

Street Address: 7311 180th St. Home Phone: 912-571-8834

City: Mcalpin Zip Code: 32062 Other Phone: \_\_\_\_\_

Occupation: Account Executive - Banking / Finance

Registered voter? Y Suwannee County resident? Y Commission District? 5

References:	Name	address	phone
1.	<u>Franklin White</u>	<u>Mcalpin, FL</u>	<u>386-854-0815</u>
2.	<u>Leo Mobley</u>	<u>Mcalpin, FL</u>	<u>386-249-3292</u>

Present/previous volunteer experience:

Vice pres Mcalpin Community Club

List all county and city boards on which you have previously served:

\_\_\_\_\_  
\_\_\_\_\_

Sign: [Signature]

Received by BCC: \_\_\_\_\_

Print: John Schoen

RETURN FORM TO: SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS  
13150 80TH TERRACE  
LIVE OAK, FL. 32060  
(386) 362- 3400



# BOARD OF COUNTY COMMISSIONERS APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

Received  
HR  
Date: 6/21/24

Thank you for expressing interest to be considered for appointment to a committee, board, commission, or advisory group of the Columbia County Board of County Commissioners. The County Commission appreciates your willingness to serve your County in a volunteer capacity. Please complete this application to the best of your knowledge. You may attach a resume and any additional information you believe would assist the Board in evaluating your application.

Name: Carl D. King District #: 4

Address: 128 SW Beaver St.

City: Fort White State: FL Zip: 32035

Phone #: 356-365-0895 E-mail Address: Akingfisher1@gmail.com

How long have you resided in Columbia County? 61 years

Name your most recent occupation and employer: Registered agent for Stabile Foundation Solutions

Are you registered to vote in Columbia County?  Yes.  No.

List all active professional licenses or certifications you hold: CBC 1265287

Please summarize your educational background: Associate Business ~~management~~

Please summarize your work experience: 40+ years in Electrical utility business  
Retired project management

Please list civic clubs, professional organizations, public interest groups and other not-for-profit organizations of which you are a member or in which you have been active in the last three years, particularly those in Columbia County.

- 1. Board of Directors for SLOA
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

Other than your home, please list and indicate the acreage of any parcels of property in Columbia County in which you have any ownership interest:

40 acres boundary 441 S inside city limits of Lake City

Please list all corporate entities doing business in or with Columbia County in which you have any financial interest, including but not limited to ownership, employment, or any contractual relationship:

Stabile Foundation Solutions Inc, C.D. King Company LLC

Please indicate in order of preference the committee, board, or council in which you have an interest\*:

- 1. Regional Utilities Board
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

\* Applicants may be appointed to no more than one board at any given time.

List three (3) personal or professional references:

- 1. Terry Dicks
- 2. Mark Hunter
- 3. Mark Urwin

You may use this space for a brief biographical sketch or to list other skills you possess that you believe are relevant to the appointment you are seeking. Please indicate in the space below if you have attached your resume or any other supporting documents.

After 20 plus years in the construction side of the electrical utility side, I moved into the management side planning & Design of Utility's

NOTICE:

Florida has very broad public records laws. All information provided with this application shall become a matter of public record upon submission, and will be open to public inspection. If you require special accommodations because of a disability to participate in the application/selection process, please notify the Board of County Commissioners in advance to allow for your reasonable accommodation. This application will be active for one year, after which time you must notify the Board of County Commissioners of your wish to remain an active applicant. You may be required to update any application more than one year old.

ACKNOWLEDGMENT AND CERTIFICATION

I hereby acknowledge that Columbia County or its representatives may verify any information provided herein. I further authorize the release of any information by those in possession of such information, which may be requested by the County. I certify that all information provided herein is true and accurate to the best of my knowledge. I understand that a volunteer position provides for no compensation except that as may be provided by Florida Statutes or other enabling legislation. If appointed, I understand that I shall serve at all times at the pleasure of the Board of County Commissioners.

[Signature]  
Signature

6-19-24  
Date

**Please return completed application to:**  
**Columbia County Board of County Commissioners**  
**Attn: Human Resources**  
**PO Box 1529**  
**Lake City, FL 32084**  
**Phone: (386) 755-4100**  
**Fax: (386) 758-2182**

FOR OFFICIAL USE ONLY:	
_____	Received by
_____	Date received

*Thank you for your interest!*



# BOARD OF COUNTY COMMISSIONERS APPLICATION FOR BOARD OR COMMITTEE APPOINTMENT

Received  
HR  
Date: 7/2/24

*Thank you for expressing interest to be considered for appointment to a committee, board, commission, or advisory group of the Columbia County Board of County Commissioners. The County Commission appreciates your willingness to serve your County in a volunteer capacity. Please complete this application to the best of your knowledge. You may attach a resume and any additional information you believe would assist the Board in evaluating your application.*

Name: Tom Ottum District #: 3

Address: 319 SW Callaway Dr

City: Lake City State: FL Zip: 32024

Phone #: 386-754-2759 E-mail Address: flawoodnut295@gmail.com

How long have you resided in Columbia County? 20 Years

Name your most recent occupation and employer: Outside Plant Telephone Engineer GTE

Are you registered to vote in Columbia County?  Yes.  No.

List all active professional licenses or certifications you hold: \_\_\_\_\_

Please summarize your educational background: 3 1/2 Years Collage

Please summarize your work experience: Outside Plant Engineer for the Telephone Co. and had 110 People working for me

Please list civic clubs, professional organizations, public interest groups and other not-for-profit organizations of which you are a member or in which you have been active in the last three years, particularly those in Columbia County.

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

Other than your home, please list and indicate the acreage of any parcels of property in Columbia County in which you have any ownership interest:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list all corporate entities doing business in or with Columbia County in which you have any financial interest, including but not limited to ownership, employment, or any contractual relationship:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate in order of preference the committee, board, or council in which you have an interest\*:

- 1. North Florida Water Utilities Authority
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

\* Applicants may be appointed to no more than one board at any given time.

List three (3) personal or professional references:

- 1. Rocky Ford
- 2. Tim Murphy
- 3. Bucky Nash

You may use this space for a brief biographical sketch or to list other skills you possess that you believe are relevant to the appointment you are seeking. Please indicate in the space below if you have attached your resume or any other supporting documents.

Was on the FT White Columbia County Utilities Advirsoy Board

NOTICE:

Florida has very broad public records laws. All information provided with this application shall become a matter of public record upon submission, and will be open to public inspection. If you require special accommodations because of a disability to participate in the application/selection process, please notify the Board of County Commissioners in advance to allow for your reasonable accommodation. This application will be active for one year, after which time you must notify the Board of County Commissioners of your wish to remain an active applicant. You may be required to update any application more than one year old.

ACKNOWLEDGMENT AND CERTIFICATION

I hereby acknowledge that Columbia County or its representatives may verify any information provided herein. I further authorize the release of any information by those in possession of such information, which may be requested by the County. I certify that all information provided herein is true and accurate to the best of my knowledge. I understand that a volunteer position provides for no compensation except that as may be provided by Florida Statutes or other enabling legislation. If appointed, I understand that I shall serve at all times at the pleasure of the Board of County Commissioners.

  
Signature

6/5/2024  
Date

**Please return completed application to:**  
**Columbia County Board of County Commissioners**  
**Attn: Human Resources**  
**PO Box 1529**  
**Lake City, FL 32084**  
**Phone: (386) 755-4100**  
**Fax: (386) 758-2182**

FOR OFFICIAL USE ONLY:
_____ Received by
_____ Date received

*Thank you for your interest!*

Roy Steven Dicks

Resume

Date of Birth 1/25/1954

Education:

1. Columbia High School 1972
2. Lake City Community College, Associate of Arts Degree 1974
3. University of Florida, Bachelor of Science, Agriculture Education 1978

Professional Experience:

1. USDA/Farmers Home Administration, County Supervisor 7/83-9/95. Supervised from 3-5 employees. Responsible for servicing and making farm loans and housing loans to citizens in 3 counties (Suwannee, Lafayette, Hamilton). Loan approval authority up to \$300,000. Also, had approval authority for Housing Appraisals, Farm Real Estate Appraisals, and Chattel Appraisals.
2. USDA/Rural Development, Rural Development Manager 10/95-7/07. Responsible for supervising local office of 4 and administering Rural Housing programs to citizens in 7 counties in North Central Florida (Jefferson, Madison, Taylor, Suwannee, Hamilton, Lafayette, and Columbia). Loan approval authority up to \$175,000. Served two terms on state EEO committee, one as chairman.
3. USDA/Rural Development, Area Specialist 7/07-12/11. Position was to administer the following programs to 12 counties in North Central Florida (Madison, Taylor, Lafayette, Suwannee, Hamilton, Columbia, Baker, Nassau, Clay, Bradford, St. Johns and Union). A. Guaranteed Business and Industrial loans, B. Value added Producer Grants, C. Energy Efficiency Programs, D. Rural Energy for America Programs (REAP). E. Community Facility programs for government and nonprofit entities. F. Water/Wastewater programs for government and nonprofits. Retired USDA 12/11.
4. Mayo Fertilizer, Assistant Credit Manager, part-time. 3/12-9/14, 10/21 to present. Review/ investigate credit applications and make recommendations on monthly credit limits.
5. Lafayette State Bank, Contract employee, 9/14-5/16. Interim Senior Loan Officer in a troubled bank that FDIC was on the verge of closing, due to poor management decisions. Supervised 14 loan department employees. Focus of employment was on cleaning up bad loan portfolio.
6. Cattle/Softwood timber/grass seed farmer, 6/16-present

Farm Experience:

1. Tobacco farmer 1968-2007 (40 years)
2. Cattle/calf producer (35+ years)
3. Private Pesticide license since 1974.
4. Cleared family farm after timber harvested, pulled and burned stumps, planted grass and replaced all fencing. Project 95% complete.
5. Other crops grown: Corn, Soybeans, Vegetables, Peanuts, Cotton, Grain Sorghum, Pine timber
6. Proficient in Equipment repair and maintenance.

Awards:

1. Future Farmers of America(FFA) - Star Chapter Farmer 1972, State Farmer Degree 1972, American Farmer Degree 1974. Participated in Parliamentary Procedure, Livestock Judging, and Tractor operations contests.
2. Numerous performance awards with USDA/RD and USDA/FmHA.
3. Semifinalist in Young Farmer/Rancher Florida Farm Bureau 1978. Member of Florida Farm Bureau from 1974-present.

Organizational participation:

1. Columbia County Farm Bureau Board of directors. Chairman of FFA Leadership Academy. Elected president of board 11/16 to present.
2. Elected to Florida Farm Bureau Board of Directors 10/22- present. Represent Columbia, Suwannee, and Hamilton Counties.
3. Member of Lake Butler Church of Christ, 50 years.

AGREEMENT BETWEEN NORTH FLORIDA WATER UTILITIES  
AUTHORITY AND  
GRADY H. WILLIAMS, JR., LL.M., ATTORNEYS AT LAW, P.A.

This AGREEMENT is entered into in Columbia County and Suwannee County, Florida, by and between the NORTH FLORIDA WATER UTILITIES AUTHORITY (the AGENCY), an independent special district of THE STATE OF FLORIDA, with its current registered office located at 135 N.E. Hernando Avenue, Suite 203, Lake City, Florida 32055, and GRADY H. WILLIAMS, JR., LL.M., ATTORNEYS AT LAW, P.A., a Florida professional association (the CONTRACTOR), located at 1543-5 Kingsley Avenue, Orange Park, Florida 32073. This AGREEMENT shall bind the parties upon its execution by their representatives, with an effective date for commencement of services hereunder beginning October 1, 2024.

WHEREAS, the CONTRACTOR will serve as outside General Counsel for the AGENCY.

WHEREAS, the CONTRACTOR has the expertise necessary to perform the duties and responsibilities outlined in this AGREEMENT.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR

The AGENCY agrees to engage the CONTRACTOR and the CONTRACTOR agrees to perform the services set forth below. The CONTRACTOR understands and agrees that all services contracted for are to be performed solely by the CONTRACTOR and may not be subcontracted for or assigned without the prior written consent of the

AGENCY.

ARTICLE 2. SCOPE OF SERVICES

The CONTRACTOR will serve as outside General Counsel for the AGENCY. The CONTRACTOR agrees to provide routine services, covered by a monthly retainer agreement of \$6,000.00 per month, plus reimbursement of third-party costs. Routine services for the current term will consist of regular recurring monthly legal services to be provided by the CONTRACTOR to include review of regular Board of Directors ("Board") agenda outlines, handouts, minutes, attend regular and emergency meetings of the Board (typically once a calendar month, rotating between Lake City, Florida, and Live Oak, Florida) and any scheduled Board public workshops, attend annual Public Rate Hearing(s), attend Board committee meetings as needed or desired by the AGENCY, attend senior management and staff meetings of the AGENCY virtually, telephonically, or as in person as needed or desired by the AGENCY, serve as qualifications or selection committee participant, as needed or desired by the AGENCY, to provide legal counsel, advice, and additional recommendations based on the CONTRACTOR's experience providing legal representation to government owned and operated water and wastewater utilities, particular experience with the AGENCY predating its formation, and general knowledge of the water, wastewater, and reclaimed water public utility industry, routine contract review, easement and developer agreement review, legal advice and opinions, legal memoranda and correspondence, ad hoc special projects drafting and contract preparation, availability

to AGENCY staff, routine title review, coordinate title orders if requested by the AGENCY; non-litigation demands and representation on general day-to-day business of the AGENCY related to its water, wastewater and reuse water utility services and operations. Litigation will be as ordered by the AGENCY at hourly rates provided by the CONTRACTOR. Routine coordination and communication with County Attorneys for the participating counties (Columbia and Suwannee), and also with other counsel for the AGENCY, such as any statewide regulatory counsel (inclusive of advisory and legal support on negotiated utilities acquisitions, CUP renewals, regulatory changes and challenges, and related SRLF financing for same), public employment/labor law counsel, local litigation counsel approved by the Board, construction law and related controversy counsel, real estate title and transactional counsel, as applicable, real estate/title attorney, and bond/public finance counsel, as the same will be included in monthly retainer amount.

### ARTICLE 3. TIME OF PERFORMANCE

This AGREEMENT shall begin on October 1, 2024, and end on September 30, 2025. The CONTRACTOR shall provide routine services and requested services within the CONTRACTOR's practice areas within a reasonable time of each such request, and for reoccurring events, either at the scheduled time of the event, such as attendance at a Board of Directors meeting, or within a reasonable time thereafter, as the context and circumstances may require. It is further contemplated that substantially all professional time provided under this AGREEMENT will be personally expended by GRADY H.

WILLIAMS, JR., LL.M., ATTORNEY, the Managing Attorney/Partner of the CONTRACTOR, onsite and/or offsite, in the performance of the CONTRACTOR's duties covered by the SCOPE OF SERVICES as set forth in ARTICLE 2., above, supplemented by the CONTRACTOR's own supporting paralegal and legal assistants staff. This is sought by the AGENCY to aid the continued professional development and team building of the AGENCY's senior management leaders and managerial staff members, and to ensure appropriate legal representation of and communications with the Board.

ARTICLE 4. CONSIDERATION

(1) Fees and costs shall be paid in accordance with the provisions of ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES, including Exhibit 1.

(2) Justified and reasonable travel expenses which are directly and exclusively related to the professional services rendered under this contract will be reimbursed in accordance with §112.061, Florida Statutes. For the purpose of computing travel expenses, the CONTRACTOR's place of business shall be that as listed in the Preamble to this AGREEMENT and all travel expenses shall be computed on that basis.

(3) The AGENCY is exempted from payment of Florida state sales and use taxes and Federal Excise tax. The CONTRACTOR, however, shall not use the AGENCY's Tax exemption number to secure any materials or services. The CONTRACTOR shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this AGREEMENT.

(4) The CONTRACTOR shall not pledge the AGENCY's credit or make the AGENCY a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(5) Payment for services shall be issued in accordance with the provisions of Florida Statutes.

(6) The AGENCY's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board, if the terms of this AGREEMENT extend beyond the current fiscal year.

ARTICLE 5. DOCUMENTATION

(1) The CONTRACTOR shall submit monthly written invoices, in accordance with the requirements of ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES, paragraph D, Format for Invoices, for all fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. All invoices shall be submitted to the AGENCY to the attention of Accounts Payable, at the AGENCY's registered office as provided on the first page of this AGREEMENT, with a copy to any budget, finance, or accounts payable officer identified by the AGENCY. The AGENCY's contract administrator for this AGREEMENT, or his/her designee, shall review and approve all invoices. In addition, all invoices and all warrants for payment to the CONTRACTOR shall be submitted to the Board for the AGENCY for approval or for ratification, as the case may be.

(2) CONTRACTOR shall, from the inception of the contractual relationship until

at least 4 years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. The private attorney shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.

#### ARTICLE 6. PUBLIC RECORDS

All documents prepared pursuant to this agreement are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records as required by such law shall constitute grounds for unilateral cancellation of this AGREEMENT.

#### ARTICLE 7. TERMINATION OF AGREEMENT

(1) The AGENCY may terminate the AGREEMENT for its convenience or cause by giving five (5) days written notice by registered mail to the CONTRACTOR, specifying the effective date of termination. If this AGREEMENT is terminated, the CONTRACTOR shall be reimbursed for services satisfactorily performed subject to any damages sustained by the AGENCY.

(2) If this AGREEMENT is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the CONTRACTOR under this AGREEMENT shall be made available to and for the exclusive use of the AGENCY.

(3) Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any termination or breach of this AGREEMENT by the CONTRACTOR.

#### ARTICLE 8. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

#### ARTICLE 9. INDEPENDENT CONTRACTOR

The CONTRACTOR, and any of its employees, agents, or assigns, are independent contractors and not employees or agents of the AGENCY.

#### ARTICLE 10. LIABILITY

The AGENCY shall not assume any liability for the acts, omissions to act or negligence of the CONTRACTOR, its agents, servants, and employees, nor shall the CONTRACTOR disclaim its own negligence to the AGENCY or any third party.

The CONTRACTOR shall maintain, during the period of this AGREEMENT, a professional liability insurance policy for the professional services to be rendered.

#### ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE

The CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

#### ARTICLE 12. ADMINISTRATION OF AGREEMENT

1. The AGENCY's contract administrator shall initially be designated Registered

Agent for the AGENCY, David Kraus, 135 N.E. Hernando Avenue, Ste. 203, Lake City, Florida 32055, or his designee. Upon full time employment of or the AGENCY's contracting with an Executive Director to serve as the lead administrator of the AGENCY, then said Executive Director or his designee shall assume the role of contract administrator for the AGENCY.

2. The CONTRACTOR's contract administrator is Grady H. Williams, Jr.

3. All written and verbal approvals referenced in this AGREEMENT must be obtained from the parties' contract administrators or their designees.

4. All notices must be given to the parties' contract administrator.

5. This contract shall be governed by and construed under the laws of the State of Florida.

ARTICLE 13. PUBLIC ENTITY CRIME

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

violation of this provision is null and void.

**ARTICLE 14. AGREEMENT AS INCLUDING ENTIRE AGREEMENT**

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

**ARTICLE 15. SPECIAL CONDITIONS**

(1) The CONTRACTOR agrees to permanently refrain from using or mentioning its association with the AGENCY in advertisements, letterhead, business cards, etc. The CONTRACTOR's services to the AGENCY may be generally described in the CONTRACTOR's professional resume. The CONTRACTOR may not give the impression in any manner that the AGENCY recommends or endorses the CONTRACTOR.

(2) All contacts with the news media pertaining to the subject of this AGREEMENT shall be referred to the AGENCY contract administrator.

(3) Anything that is produced by or developed in connection with this contract shall remain the exclusive property of the AGENCY and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the CONTRACTOR nor any other individual employed under this AGREEMENT shall have any proprietary interest in any product(s) developed or produced under this AGREEMENT.


(4) This AGREEMENT shall be subject to the approval or ratification of the

BOARD of the AGENCY. *Note: Because the AGENCY is a multicounty special district created by interlocal agreement entered into by the participating counties, COLUMBIA COUNTY, FLORIDA and SUWANNEE COUNTY, FLORIDA, §287.059(1), Florida Statutes, re "Private attorney services", specifically excludes the AGENCY from the provisions of that statute, and from the statutory mandate that would otherwise exist to require that this AGREEMENT be further submitted for approval or other appropriate action by the OFFICE OF THE ATTORNEY GENERAL for the STATE OF FLORIDA.*

IN WITNESS WHEREOF, NORTH FLORIDA WATER UTILITIES AUTHORITY, as the AGENCY, and GRADY H. WILLIAMS, JR., LL.M., ATTORNEYS AT LAW, P.A., as the CONTRACTOR, have executed this AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 2024, to be effective for all purposes as of the 1<sup>st</sup> day of October, 2024.

The "CONTRACTOR"

GRADY H. WILLIAMS, JR., LL.M.,  
ATTORNEYS AT LAW, P.A.

By:   
Name: Grady H. Williams, Jr., LL.M.  
Title: President/Managing Attorney

FID Number: 58-2491128

  
Witness

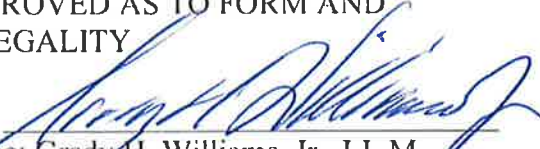
  
Date

The "AGENCY"

NORTH FLORIDA UTILITIES  
AUTHORITY

By: \_\_\_\_\_  
Name: Rocky Ford  
Title: Chairman, Board of Directors

APPROVED AS TO FORM AND  
LEGALITY

By:   
Name: Grady H. Williams, Jr., LL.M.  
Attorney  
Title: General Counsel for the AGENCY

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

## **ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES**

### **A. SCOPE OF SERVICES**

The CONTRACTOR shall:

1. Serve as outside General Counsel for the AGENCY. The CONTRACTOR agrees to provide routine legal services, covered by a monthly retainer agreement of \$6,000.00 per month, plus reimbursement of third-party costs. Routine legal services will include onsite and/or offsite legal services to be provided by the CONTRACTOR budgeted for professional time of Grady H. Williams, Jr., LL.M., the Managing Attorney/Partner of the CONTRACTOR, to include review of regular Board agenda outlines, handouts, minutes, attend regular and emergency meetings of Board (typically once a calendar month rotating between Lake City, Florida and Live Oak, Florida) and any scheduled Board public workshops, attend annual Public Rate Hearing(s), attend Board committee meetings as needed or desired by the AGENCY, attend senior management and staff meetings of the AGENCY as needed or desired by the AGENCY, serve as qualifications or selection committee participant or legal counsel as needed or desired by the AGENCY, to provide legal counsel, advice, and additional recommendations based on the CONTRACTOR's experience representing government owned and operated water and wastewater utilities, experience particularly with the AGENCY predating its formation, and CONTRACTOR's general knowledge of the water, wastewater, and reclaimed water public utility industry, routine contract review, easement and developer agreement review, legal advice and opinions, legal memoranda and correspondence, ad hoc special projects drafting and contract preparation, availability to AGENCY staff, routine title review, coordinate title orders if requested by the AGENCY; non-litigation demands and representation on general day-to-day business of the AGENCY related to its water, wastewater and reuse water utility services and operations. Litigation will be as ordered by the AGENCY at hourly rates provided by the CONTRACTOR. Routine coordination and communication with the County Attorneys for the participating counties, and also with other counsel for the AGENCY, such as such as statewide regulatory counsel (inclusive of advisory and legal support on negotiated utilities acquisitions, CUP renewals, regulatory changes and challenges, SRLF projects), public employment/labor law counsel, litigation counsel, construction law and related controversy counsel, and bond counsel, real estate title, closing, and transactional counsel, as applicable, and as the same may existing from time to time, will be included in monthly retainer amount.
2. Review and analyze AGENCY legal files, data, documents and other materials concerning the above matter and advise on recommended legal course. Attend and participate in meetings, conference calls, inspections or the like and report on the status of legal matters.
3. Subject to additional order by the AGENCY and acceptance by the CONTRACTOR, above and beyond the CONTRACTOR'S monthly retainer payment, prepare and file pleadings, motions, or briefs, initiate and conduct discovery, as required and represent the AGENCY in any related litigation and otherwise represent the AGENCY at trial or on appeal, as may be additionally ordered by the AGENCY based on the CONTRACTOR's hourly rates for its attorneys' and paralegals'

litigation and litigation support legal services.

## **B. COMPENSATION-FEES**

1. The AGENCY shall be billed in accordance with Exhibit 1. Fees shall not exceed \$72,000.00 during the fiscal year contract term for the described non-litigation, non-public bond or finance transaction expanding monthly legal services (i.e., routine legal services), and related review and analysis thereof, under its monthly retainer agreement with the CONTRACTOR, as described in II.A., below, of Exhibit 1, and fees in excess of such amount shall not be compensable, unless otherwise agreed to in writing by the AGENCY and the CONTRACTOR.

2. Reasonable and Customary Fees and Billable hours:

a. As set forth in II.B., below, of Exhibit 1, the CONTRACTOR's work on bond issues and related public finance matters, including provision of Opinion of Issuing Counsel for the AGENCY, as a condition of obtaining such public financing, and all as directed and requested by the AGENCY, will be at reasonable and customary charges for such services in the geographic area of the State of Florida, and shall be in addition to the monthly retainer fee.

b. Litigation and other separate billable matters not addressed above or covered by the described monthly retainer agreement, shall be undertaken as ordered by the AGENCY, and as accepted by the CONTRACTOR, and shall be billed by the hour, as set forth in accordance with Exhibit 1, I., below. Billable hours shall be measured in six (6) minute increments. Compensation of attorney hours will be for actual time spent providing attorney services to the AGENCY.

3. Premium rates will not be paid for overtime work.

4. Attorney time while traveling on litigation and other separately billable matters not addressed above or covered by the described monthly retainer amount will be compensated at 100% percent of the hourly rates reflected in Exhibit 1., I., below. To the greatest extent practical, travel time shall be incurred in the presence of employees, agents and consultants of the AGENCY, for preparation, organization, planning and analysis purposes with respect to the matter being handled on behalf of the AGENCY.

## **C. COMPENSATION-COSTS**

1. On litigation matters, reimbursement of costs for such items as exhibits, transcripts and witness fees requires prior oral authorization by the AGENCY and shall be reimbursed based upon documented third party vendor charges. The AGENCY shall not pay for the CONTRACTOR's firm surcharges added to third party vendor charges.

2. Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, local travel expenses, printed library materials and local courier, word processing, clerical or secretarial services are overhead and will not be separately compensated.

3. Non-routine office overhead expenses such as long-distance phone calls, long distance facsimile transmissions, long distance courier services, bulk mailings, bulk third party copying, blueprints, x-rays, photographs and computer-assisted legal research services must be justified to the AGENCY and shall be reimbursed based on documented third party vendor charges. If these charges exceed \$500.00 per month, or such lower amount as may be specified in writing by the contract administrator for the AGENCY from time to time, then prior written approval from the AGENCY must be obtained. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. The CONTRACTOR's firm surcharges are not reimbursable.

4. The CONTRACTOR shall only bill the AGENCY for a proportionate share of the cost of legal research, attending hearings or engaging in client representation of any type, which is applicable to other clients.

5. Reimbursable costs shall not exceed \$1,500.00 for any litigation matter. The CONTRACTOR shall notify the AGENCY in writing when costs reach \$1,500.00. Said notification shall be made as soon as is practicable and prior to the next monthly invoice, or by a separate invoice for reimbursement, clearly identified as such.

#### **D. FORMAT FOR INVOICES**

1. Within 30 days of service provision, each statement for fees and costs shall be submitted in one (1) counterpart, in a format that includes, at a minimum, the following information:

- a. Case name and number, if applicable, or other legal matter reference.
- b. Invoice number for the particular bill.
- c. CONTRACTOR taxpayer identification number.
- d. CONTRACTOR and AGENCY contract administrators' names.
- e. Inclusive dates of the month covered by the invoice.
- f. Itemization of the date; hours billed (if hourly); a concise, meaningful description of the services rendered, with sufficient detail to enable the AGENCY to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the CONTRACTOR performed work; their hourly rate (if hourly) as specified in Exhibit 1, and any billing rate that is for some reason different from the one furnished in Exhibit 1, e.g., travel at a reduced hourly rate.
- g. A listing of all invoiced costs to be accompanied by copies of actual receipts.
- h. The total of only the current bill. Prior balances or payment history should be shown separately, if at all.

i. A certification statement, signed by the CONTRACTOR's contract administrator that reads, "I certify that all costs and fees claimed for payment are accurate and were performed in furtherance of the AGREEMENT between GRADY H. WILLIAMS, JR., LL.M., ATTORNEYS AT LAW, P.A. and NORTH FLORIDA WATER UTILITIES AUTHORITY."

j. Any other information as may be requested by the AGENCY's contract administrator.

**E. ADMINISTRATION OF AGREEMENT**

1. The initial AGENCY's contract administrator is David Kraus, Registered Agent of the AGENCY, or his designee. Upon hiring or contracting with an Executive Director of the AGENCY, the Executive Director or his designee shall become the contract administrator for the AGENCY.

2. The CONTRACTOR's contract administrator is Grady H. Williams, Jr.

3. All oral approvals must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators.

4. This contract shall be governed by and construed under the laws of Florida.

**F. OTHER AVAILABLE SERVICES**

Upon receiving approval from the AGENCY, the CONTRACTOR shall use existing AGENCY agreements, when available and cost effective, to acquire services (e.g., computer-assisted legal research) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

**G. PUBLIC RECORDS**

All documents prepared pursuant to the AGREEMENT are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records, as required by such law, shall constitute grounds for unilateral cancellation of this AGREEMENT.

**H. SPECIAL CONDITIONS**

1. The CONTRACTOR will make affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency.

2. Multiple staffing at meetings, hearings, depositions, trials, etc., by the CONTRACTOR will not be compensated without prior written approval from the AGENCY.

3. CONTRACTOR agrees that all documents shall be promptly returned at the termination of the CONTRACTOR's involvement in the case or matter at hand.

4. AGENCY in-house staff shall be used in the legal matter to the maximum extent possible.
5. The CONTRACTOR will provide immediate notice by facsimile transmission or telephone regarding significant case developments which will likely result in media inquiries.
6. The CONTRACTOR shall provide the AGENCY immediate notice of any representation undertaken by the CONTRACTOR in matters where the client is suing or being sued by the state or state entities in any civil or adversarial administrative action.
7. A contingency fee contract must be commercially reasonable. "Commercially reasonable" means the fees shall be no more than the amount permissible pursuant to Rule 4-1.5 of the rules regulating The Florida Bar and case law interpreting that rule. If the amount of the fee is in dispute, the counsel retained by the state shall participate in mandatory binding arbitration. Payment of all attorney's fees is subject to appropriation. Attorney's fees shall be forfeited if, during the pendency of the case, the counsel retained by the state takes a public position that is adverse to the state's litigation or settlement posture.
8. Each private attorney who is under contract to provide attorney services for the state or a state agency shall, from the inception of the contractual relationship until at least 4 years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. The private attorney shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.
9. The AGENCY's general counsel must approve and sign the contract as to form and legality. The Contract must be signed by the AGENCY head, who shall also maintain custody of the contract.
10. The CONTRACTOR's monthly retainer arrangement with the AGENCY to provide routine legal services to the AGENCY allows the AGENCY to forego employment of a full-time in-house general counsel and support legal staff and resources, resulting in substantial annual budgetary savings estimated at \$75,000 to \$100,000 per fiscal year to the AGENCY. Additional work on hourly billable work by the CONTRACTOR, or at reasonable and customary fees on bond issues and related public finance transactions, are to be provided by the CONTRACTOR only when requested in the discretion of and at the option with the AGENCY.

EXHIBIT 1 - Fee Schedule

**I. I. HOURLY BILLING SCHEDULE:**

A. Hourly work, including litigation matters, but excluding routine services covered by the monthly retainer agreement compensation, set forth in II.A., below, and excluding public finance and bond issue representation, set forth in II.B., below, will be provided on an hourly basis as requested by Agency, and as accepted by the CONTRACTOR. CONTRACTOR's attorney and paralegal staff to be used under this contract include the following individuals at the hourly rates indicated:

NAME	Hourly Rate
1. Grady H. Williams, Jr., Managing Attorney/Partner	\$400.00
2. Renee' Scheetz, Senior Paralegal	\$ 85.00
3. Staff Paralegal	\$ 75.00

The above rates may be adjusted if both parties agree and shall be documented in writing by amendment to this AGREEMENT.

**II. ALTERNATE BILLING SCHEDULE FOR ROUTINE SERVICES AND REPRESENTATION ON BOND ISSUES AND RELATED MATTERS:**

A. CONTRACTOR shall serve in the role of outside General Counsel for the Agency, which has no in-house legal staff. Contemplated expanded monthly legal services to be provided by CONTRACTOR, to be primarily provided on site and off site by Grady H. Williams, Jr., LL.M., personally, the Managing Attorney of CONTRACTOR, a/k/a "routine services" or "routine legal services", will be covered by a monthly retainer agreement of \$6,000.00 per month, plus costs. Routine services will include review regular Board agenda outline, handouts, minutes, attend regular and emergency meetings of Board (typically once a calendar month rotating between Lake City, Florida and Live Oak, Florida) and any scheduled Board public workshops, attend annual Public Rate Hearing(s), attend Board committee meetings as needed or desired by the AGENCY, attend senior management and staff meetings of the AGENCY as needed or desired by the AGENCY, serve as qualifications or selection committee participant or legal counsel, as needed or desired by the AGENCY, to provide legal counsel, advice, and additional recommendations based on the CONTRACTOR's extensive experience with government owned and operated water and wastewater utilities, experience particularly with the AGENCY predating its own formation, and CONTRACTOR'S general knowledge of the water, wastewater, and reclaimed water public utility industry, routine contract review, easement and developer agreement review, legal advice and opinions, legal memoranda and correspondence, ad hoc special projects drafting and contract preparation, availability to Agency staff, routine title review, coordinate title orders if requested by Agency; non-litigation demands and representation on general day-to-day business of the Agency related to its water, wastewater and reuse water utility services and operations. Litigation will be as ordered by Agency at hourly rates provided by Contractor. Routine coordination and communication with County Attorneys for the participating counties and also with other counsel for the Agency, such as such as statewide regulatory counsel (inclusive of advisory and legal support on

negotiated utilities acquisitions, CUP renewals, regulatory changes and challenges, and SRLF financing), public employment/labor law counsel, litigation counsel, construction law and related controversy counsel, real estate/title attorney, and bond counsel, will be included in monthly retainer amount.

B. Work on Public Finance and Bonding matters (i.e., public finance borrowings, including public and private bond issues, exclusive of legal support work on routine SRLF applications and documentation), specifically including the CONTRACTOR's provision of Opinion of Issuing Counsel for the Agency as a condition of the AGENCY obtaining such public financing, will be at reasonable and customary charges for such services in the geographic area of the State of Florida as requested by the Agency, and shall be in addition to the monthly retainer fee for routine matters, as covered in II.A., above.

**NORTH FLORIDA WATER UTILITIES**  
**AUTHORITY**  
**PURCHASING POLICIES AND**  
**PROCEDURES**

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## SECTION 300 INTRODUCTION

### 300.1 INTRODUCTION:

This manual is for use by North Florida Water Utilities Authority (“NFWUA” or “Authority”) and any agencies or departments under its budgetary control. This manual was prepared to establish and communicate uniform operating policies and procedures, for the procurement of materials, goods, services, construction, and equipment. This Manual is intended to help all employees, officers, Board members, vendors, agents, subdivisions, and/or departments of NFWUA understand the system, duties and responsibilities and the user agencies in the procurement process, and to provide a foundation for effective, consistent and complete consideration of all aspects of the procurement task.

The following policy will take the attitude of cooperation with vendors and all Authority employees, officers, subdivisions, and/or departments to hold the lowest cost and best quality needed to meet the job requirement, always keeping in mind that our primary goal is to obtain **“the most value for the Ratepayers dollar.”**

## SECTION 301 DUTIES AND RESPONSIBILITIES

### 301.1 ORGANIZATION:

Once established, the Purchasing Department of NFWUA, under a Purchasing Director, shall report directly to the Authority Executive Director or his/her designee. Pending establishment of the Purchasing Department and appointment of a Purchasing Director, the Executive Director or his/her designee shall perform the duties of the Purchasing Department and Purchasing Director. Likewise, if any other department or department head position is identified herein which is not currently filled by NFWUA, then the Executive Director or his/her designee shall be substituted as the responsible representative of NFWUA, unless otherwise authorized and directed by the Authority Board.

### 301.2 RESPONSIBILITIES AND FUNCTIONS:

301.2.1 The Purchasing Department, under the Purchasing Director, is responsible for developing and administering purchasing policies, processing bids, consolidating purchases of like or common items, analyzing prices paid for equipment, supplies, and services, and generally defining how to obtain savings and to coordinate purchasing and contracting procedures. The Purchasing Director is charged with the responsibility of insuring that all purchases comply with Authority Purchasing Policy. The Purchasing Director has commitment and signature authority for purchase orders in amounts up to **\$20,000**. The Executive Director must approve purchases over **\$20,000**.

301.2.2 Specific functions include but are not limited to:

- 301.2.2.1 Develop purchasing objectives, policies, programs and procedures for the acquisition of equipment, commodities, supplies, construction, professional services, and disposal of surplus material.
- 301.2.2.2 Coordinate purchasing procedures with other departments and Authority officers.
- 301.2.2.3 Act as the Executive Director's representative on matters pertaining to purchasing.
- 301.2.2.4 Assist in preparing specifications for equipment, supplies and services.
- 301.2.2.5 Prepare bid documents for sealed bid requirements and submit advertisements for publication.
- 301.2.2.6 Attend bid openings of all sealed bids and tabulate the results of the bid proposals received.
- 301.2.2.7 Transmit bid proposals to the applicable department head or staff director for evaluation, review evaluations and make recommendations for bid award to the Board.
- 301.2.2.8 Provide the Executive Director with written recommendations for bid awards that require Board approval three (3) working days prior to regularly scheduled Board meetings. Attach copies of each department head or staff recommendations as back up. Coordinate any rebuttal of recommendations made, consulting with the Executive Director prior to finalizing bid award recommendations.
- 301.2.2.9 Consolidate purchases of like or common items to obtain maximum economic benefits.
- 301.2.2.10 Arrange for the disposal of surplus supplies and equipment. (See Section 308 on Surplus and Obsolete Property.)
- 301.2.2.11 Work with other departments to promote goodwill between the Authority and its suppliers.
- 301.2.2.12 Prepare and submit annual operating budgets for the Purchasing Department.
- 301.2.2.13 Coordinate with Property Control or the equivalent inventory control officer within NFWUA the acquisition of all equipment \$500.00 and over in value.

301.2.2.14

Maintain updated mailing lists for suppliers of goods and services.

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301.2.2.15 Establish and provide guidelines for the acquisition of outside services such as Construction, Maintenance or Professional Services.

301.2.2.16 Establish and provide guidelines for the acquisition of short-term rental or long term-leased equipment.

### 301.3 ADMINISTRATIVE POLICIES:

301.3.1 The Purchasing Department has full authority to question the quality, quantity, and kind of items requisitioned in order that the best interests of the Authority may be served. No changes, however, will be made without first notifying the ordering department.

301.3.2 All vendors must be offered equal specifications and opportunity to submit bids and/or quotations if they are to compete on equal terms.

301.3.3 The Authority will buy only from suppliers who have adequate financial strength (i.e. companies that have not filed bankruptcy or do not have excessive liens, etc.), and a record of adhering to specifications, maintaining shipping promises, or giving a full measure of service. The Purchasing Department shall buy at the lowest and best cost consistent with the quality needed to meet the requirements of the Authority. New sources of supply will be given consideration, as multiple sources of supply are necessary to ensure availability of materials. The Authority does not discriminate regardless of race, religion, nationality, or gender in the bidding and award process for contracts and commodities. Pursuant to s. 287.05701, Florida Statutes, as amended, the Authority may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and may not give preference to a vendor based on the vendor's social, political, or ideological interests. Any solicitation for the procurement of commodities or contractual services by the Authority must include a provision notifying vendors of the provisions of the immediately preceding sentence.

301.3.4 The Authority strives to maintain strong and enduring relationships with vendors and suppliers of proven ability and those who desire to meet its needs. To accomplish this, purchasing activities will be conducted so that sources of supply being used will place a high value on Authority business and make every effort to meet these requirements on the basis of quality, service and price.

301.3.5 Cooperation and understanding between departments is essential to the effective operation of the purchasing system. Close liaison must be established between any other subdivisions or departments of NFWUA and the Purchasing Department in order to maintain an effective, efficient and economical purchasing system.

301.3.6 The preparation of specifications for technical equipment, plan or designs is the responsibility of the requesting departments (the specifier). However, the Purchasing Department shall provide assistance when requested or needed. No specifications shall be changed or modified by the Purchasing Department without coordination with the requesting department. Departments should submit specifications on the requisition or on an attached sheet with the appropriate justification and cost account code.

301.4 PURCHASING DEPARTMENT ETHICS:

301.4.1 Acceptance of gifts at any time must comply with Florida Statutes. Employees must not become obligated to any suppliers and shall not conclude any Authority transaction from which they may personally benefit.

301.4.2 No Authority officer or employee shall bid for, enter into, or be in any manner interested in any contract for Authority purchases or Authority public works, nor shall any officer or employee seek to influence the purchase of a product or service from any bidder, except this restriction shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service to be rendered where the person's scope of employment contemplates advice and council with respect to the purchase.

**SECTION 302  
PURCHASING PROCEDURES FOR ORDERING**

302.1 QUOTATIONS:

- 302.1.1 The requester will obtain at least three (3) competitive quotations, whenever possible. Purchase items under \$500.00 are exempt from obtaining competitive verbal quotations except as circumstances may require. Sole Source items are also exempt, however, if it is the opinion of the Purchasing Director that written documentation confirming this condition is required, it shall be the responsibility of the requester to obtain such documentation. Other circumstances creating an inability to secure multiple quotations shall be documented on the individual requisition and will be filed with the purchase order. When sealed bids are requested and no proposals are received, it will be the decision of the Authority Board to either re-bid or accept a supplier as recommended by the Purchasing Department.
- 302.1.2 As outlined below, the Purchasing Director or requester may solicit either oral or written quotations from the open market and shall make use of available current vendors' and suppliers' price lists.
- 302.1.2.1 When requesting quotations for items costing up to **\$2,500.00**, three verbal quotations shall be sufficient; however, a supplier may be required to provide a written quote depending on the complexity of the requirement.
- 302.1.2.2 Quotations for items in excess of **\$2,500.00** and up to **\$35,000.00** must be in writing and appear on the bidders letterhead or company invoice stating that it is a quote. Under urgent conditions requiring immediate ordering action to fill department requirements, quotations may be solicited orally then followed up with a written request for quotation from the supplier.
- 302.1.2.3 In all the above situations, it is important that each supplier be provided with identical specifications.
- 302.1.2.4 If at least three quotations are not possible, the Purchasing Director or requester will make a notation on the requisition stating reasons for inability to obtain sufficient quotes. All suppliers stating no quote will be documented.

302.2 SEALED BIDS:

- 302.2.1 All requests for purchases or contracts except as provided below, when the sum is in excess of the bid limit **(\$35,000.00)**, shall be advertised for sealed bids. The Authority Board approval is required for Sealed Bid awards.
- 302.2.2 All items necessitating sealed bidding for departments under the jurisdiction of the Authority Board must submit to the Purchasing Department a requisition with specifications attached. With this information Purchasing will prepare a Bid Package and provide a bid opening time and date.
- 302.2.3 The Purchasing Director will coordinate the appropriate bid opening time and date and submit to the local newspaper or specialized publication for legal advertisement.
- 302.2.4 Exceptions to sealed bid and award method include the following:
  - 302.2.4.1 Emergency Purchases as provided in Section 310 of the Purchasing Policies.
  - 302.2.4.2 Repairs to Existing Equipment - When accompanied by a memo stating only one firm can or should repair the equipment approved by:  
\$3,000 or less - Purchasing Director  
\$3,000 or more - Executive Director or designee  
The Authority Board will be notified of any award in excess of \$25,000.00.
  - 302.2.4.3 Sole-Source Purchases as provided in Section 311 of the Purchasing Policies.
  - 302.2.4.4 All purchases of services from a utility provider whose rates are determined and controlled by the Public Service Commission or other governmental authority.
  - 302.2.4.5 All supplies, materials, equipment or services purchased at a price established by the State of Florida purchasing agency, or at a price equal to or less than the price established by the state agency.
  - 302.2.4.6 All supplies, materials, equipment or services purchased from another governmental unit.

302.2.4.7(a) All Purchases of real property having a value of twenty thousand dollars (\$20,000) or; less however each such purchase shall be supported by an opinion of value from the Property Appraiser's Office or an independent appraisal report.

302.2.4.7(b) All Purchases of real property having a value greater than twenty thousand dollars (\$20,000) and up to and including two hundred thousand dollars (\$200,000); however each such purchase shall be supported by two independent appraisal reports. An opinion of value from the Property Appraiser's Office may substitute for one appraisal.

302.2.4.7(c) All Purchases of real property having a value greater than two hundred thousand dollars (\$200,000); however each such purchase shall be supported by two independent appraisal reports prepared by different appraisers.

302.2.4.8      REAL  
PROPERTY ACQUISITION GUIDELINES

It is often necessary for the Authority to purchase real property in order to complete water, wastewater, and/or reclaimed water utilities facilities and infrastructure projects essential to insuring the health, safety and welfare of the public it serves. In order to ensure that real property purchases for utilities purposes are fair and equitable for all citizens and that the real property acquisition process is completed in the most cost effective and timely manner possible, the following real property acquisition guidelines are recommended:

1. The laws of the State of Florida and the policies of the Authority will govern real property purchases for utilities purposes.
2. Grant funded projects shall comply with all grant requirements. When grant requirements are in conflict with these guidelines, the grant requirements shall prevail.
3. Property to be considered for utilities projects shall be of benefit to a geographical area, stormwater basin or meet the requirements of a specific project. Purchases of real property which benefit a singular property or owner are not to be considered.

4. Acceptable appraisals include appraisals established by private appraisers and by the Authority and the Property Appraiser.
5. The Authority has the right to refuse any and/or all appraisals with or without cause.
6. It is the intent of the Authority to pay no more than the lowest appraisal of any and/or all appraisals for real property purchases for utilities purposes. Acknowledging that unique circumstances can and do occur, it is the intent of the Authority to only consider offers above the lowest appraised price when the offer can be demonstrated to be in the public's best interest.
7. All purchase agreements must be approved by the Board.
8. Title will be transferred to the Authority by Statutory Warranty Deed free of all liens and encumbrances except those such as standard deed restrictions that may be acceptable to the Authority.
9. Unless otherwise negotiated in the purchase price, Seller will pay documentary stamps on the deed, Owners title insurance in the amount of the purchase price, and clear any title defects. Authority will provide its own survey and recording of the deed. These are the standard closing costs, but are subject to negotiation in determining the purchase price.

#### 302.2.4.9

#### EASEMENT ACQUISITION GUIDELINES

In order to ensure that easement purchases in the jurisdiction of the Authority are fair and equitable for all citizens and that the easement acquisition process is completed in the most cost effective and timely manner possible, the following easement acquisition guidelines are recommended:

1. The Executive Director will meet with the desired staff members, engineer(s), and consultants, to discuss the project. The purpose of the meeting will be to discuss any known or expected issues and strategies for mitigating such issues.
2. The Authority Engineer will provide instruction to the Authority Surveyor and authorize the establishment of a center line or other boundaries to be used, and the identification of the proposed easement limits.

3. The Authority Engineer will cause notice of the proposed work to be mailed to each affected property owner.
4. Upon completion of the centerline and easement survey, the Executive Director, his/her designees, Authority Engineer, and the Authority Attorney will meet. The purpose of this meeting is to make any final changes to the boundaries or limits of the right-of-way to be acquired.
5. The Authority Engineer will authorize the Authority Surveyor to complete the easement survey complete with property boundaries and legal descriptions. The legal descriptions shall include the acreage amount, the gross easement area (currently maintained and owned by the Authority plus additional easement to be acquired) and acreage for additional easement acquired.
6. The Authority Engineer shall contact entities providing utility services in existing easement area or additional easement area and determine what, if any, permits or licenses need to be acquired by the Authority at the time of property acquisition.
7. Upon completion of the final survey, including property boundaries and legal descriptions, the Executive Director, his/her designees, Authority Engineer, and Authority Attorney shall decide which parcels will require a title search. The Authority Attorney will order all needed and necessary title searches, utilizing a Florida closing attorney or title agent.
8. Upon completion of all title searches, the Executive Director, his/her designees, Authority Engineer, and Authority Attorney shall group all parcels to be acquired into one of four categories:
  - (a) no appraisal needed;
  - (b) to be acquired utilizing values determined by the County Property Appraiser;
  - (c) to be acquired utilizing a value determined by a limited (restricted) summary appraisal report; and
  - (d) to be acquired utilizing a value determined by a full appraisal report, including land and improvements taken, damage to remainder (severance) or other

compensable damages or costs to cure.

NOTE: At this time the decision will be made regarding the necessity of obtaining partial releases of mortgage or other liens encumbering the property.

9. The Authority Engineer and Authority Attorney shall meet with the Authority Acquisition Agent and review parcels contained within Categories 8 (a) and (b). Specific guidelines and authorization to make an offer shall be given to the Authority Acquisition Agent.
10. Category 8 (a) and (b) purchases shall be negotiated using values determined by paragraph 8, together with its cost of fence replacement and other improvements, tree allowance, and appraisal cost avoidance.
11. Authority Engineer and Authority Attorney shall order appraisals for parcels contained within Categories 8 (c) and (d) where paragraph 10 settlement negotiations fail.
12. Upon completion of the appraisal ordered for Category (c) and (d) acquisitions, the Authority Engineer, Authority Attorney and the individual(s) who completed the appraisal shall meet with the Authority Acquisition Agent and review each appraisal. Specific guidelines and authorization to make an offer shall be given to the Authority Acquisition Agent.
13. The Authority Acquisition Agent shall report to the Authority Engineer and Authority Attorney on the status of acquisitions assigned in each category. Agreements between the Authority Acquisition Agent and the property owners shall be memorialized with an "Agreement to Purchase" prepared by the Authority Attorney.
14. Upon review and approval of the "Agreement to Purchase" by the Authority Attorney, the agreement shall be forwarded to the designated closing agent for purchase, and approval of the Agreement by the Authority Board where necessary.
15. Parcels the Authority Acquisition Agent is unable to reach agreement on shall be remanded to the Authority Attorney for further action, including written offer to owner, eminent domain resolution from the Board, and eminent domain Petition and Order of Taking.

16. Procedure for release of Mortgage or other liens against the property:

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- (a) A request for a partial release of mortgage or other lien against the property will be sent to the mortgagee or other lien holder at least fourteen (14) days prior to closing. If no partial release of the mortgage or lien has been obtained within said 14 days, then the settlement or closing agent shall proceed in accordance with the guidelines below.
- (b) No release of mortgage shall be required when the time and expense of obtaining such release jeopardizes or significantly impairs the roadway project, except a release of mortgage shall be required when:

(1) The Authority's appraisal shows damage to the remainder of the property.

(2) The mortgage is known to be in default or a foreclosure action is pending in the courts.

(3) The appraisal value of the property taken exceeds \$5,000.

(4) When in the judgment of the settlement agent or Executive Director the facts and circumstances of the acquisition mandate obtaining a release of the mortgage.

- (c) All final judgments which constitute a valid lien against the property will be released or included in the eminent domain proceedings.

302.2.4.10 All purchases of used equipment having a value of twenty thousand dollars (\$20,000) or less; however each such purchase shall be supported by one (1) independent appraisal report.

302.2.4.11 All purchases of used equipment having a value greater than twenty thousand dollars (\$20,000); however each such purchase shall be supported by two (2) independent appraisal reports.

302.2.4.12 Materials, goods, services, construction or equipment purchased under an annual or other time contract awarded by the Authority.

302.2.4.13 Services of a professional nature, including engineering, land surveying, architectural, and landscape architectural services

controlled by purchasing policy Section 307, and artistic services, academic program reviews, lectures, Section 287.055 Florida Statutes, and medical and legal services.

302.2.4.14 Purchases of supplies, materials, equipment and services under contract or previous bid with federal, state, Authority, or municipal government or any other governmental agency or political subdivision providing the vendor extends the same terms and conditions of the contract to the Authority, based on the determination by the Purchasing Director of such purchases being in the best interest of the Authority.

302.2.4.15 Small construction projects as provided in Section 312 of the Purchasing policies.

302.2.4.16 Asphalt purchases, including installation, when estimated by the Authority Engineer or Executive Director, or his designee, to be equal to or less than Twenty thousand dollars (\$20,000) in value, may be acquired under the annualized asphalt bid.

### 302.3 REQUISITIONING AND PURCHASING PROCEDURES:

3023.1 Requisitioning Procedures. All departments or agencies under the Authority shall obtain equipment, supplies, and services by forwarding a requisition to the Purchasing Department, with exception that purchases for **\$250.00** and under may be made using the manual purchases order form. (See Exhibit A)

The requisition should be submitted far enough in advance of the requirements for the items to permit the Purchasing Department to review and obtain additional competitive prices, when determined to be necessary, and to allow sufficient time for deliveries to be made.

Time required normally for delivery of item(s) after receipt of requisition and correct specifications by the Purchasing Department is dependent on availability of materials and whether the sealed bid process must be used. The sealed bid process alone will take at least five (5) weeks or more, plus the lead-time required by the supplier to provide the item(s) requested.

Purchase Order Number: If a department is purchasing item(s), a purchase order must be obtained from the Purchasing Department or his designee before ordering with the exception of purchases under **\$250**.

If the department is ordering the items, under no circumstances are items to be picked up by a department before the issuance of a purchase order number. After the fact issuing of purchase orders will not be condoned.

The following is a checklist in preparation of the requisition:

- 302.3.1.1 Supplier's Name & Address: Enter supplier's Vendor Code. Recommended sources of supply will be noted on the requisition to assist the buyer in expediting the purchase of the department's requirements.  
  
Sole source requirements must be fully justifiable and noted on requisition by the department head or designee.
- 302.3.1.2 Ship To: Enter complete street address where item is to be shipped, or designate if department is to pick up.
- 302.3.1.3 Bill to: Provide bill to address for the Department ordering as per format:  
  
North Florida Water Utilities Authority  
Department Name  
Street Address  
Lake City, Florida & Zip Code
- 302.3.1.4 Quantity: Self-explanatory.
- 302.3.1.5 Unit: This indicates how the product is to be purchased, EA (each), BL (barrel), LB (pounds), GL (gallon), etc. When in doubt, contact the Purchasing Department.
- 302.3.1.6 Unit Price: Whenever possible the unit cost will be obtained from the supplier.
- 302.3.1.7 Accounting Detail: Enter the correct charge account number for which the items or service will be used from your department budget chart of accounts. The Department head or designee will be responsible for posting the correct account number to which the item(s) will be charged.
- 302.3.1.8 The recap of telephone quotes or written quotes should be forwarded with requisition.

302.4 FUND AUTHORIZATION:

- 302.4.1 Requisitions must state from which budget account encumbrances will be made and may not be submitted when funds are not available. If funds are not available, it will be the responsibility of the department head to rectify the situation by submission of a Budget Amendment with the approval of the Board.

## 302.5 RECEIPT OF GOODS AND SERVICES:

- 302.5.1 The department for accuracy, quantity, quality, and condition must check any equipment, supplies, or services, which go directly to the ordering department. Only after this has been accomplished should a delivery ticket, invoice or receiving report be signed. All problems with the shipment will be noted on the receiving document and carrier's waybill before it is signed and returned to the driver delivering the items. If in doubt, always contact the Purchasing Department on how to proceed in cases with problem shipments.
- 302.5.2 Packing slips, freight waybills, and any other receiving documents will be stapled together, dated, signed by the receiver and sent to the Finance Department for further processing. Do not retain the above documents in your file if order was not shipped complete.
- 302.5.3 To avoid delays in payment of invoices, be sure that the person authorized to sign invoices, normally the department head or his designated representative, signs all invoices and designates appropriate account number as approval for payment before they are sent to the Finance Department for processing.
- 302.5.4 When signing for services performed, sign only for what was actually performed. Never sign blank invoices or service tickets. Always insist that your department receive a copy of the service/delivery ticket for the work performed.
- 302.5.5 If items received are damaged or defective, the department receiving the goods should not use the items and immediately notify the vendor for the corrective action. If the department and vendor need further assistance in correcting the problem, contact the Purchasing Department for assistance.
- 302.5.6 Core Deposits/Tank or Drum Deposits - It will be the responsibility of the department receiving the items to return or track the core, tank or drum deposit items for credit from the suppliers
- 302.5.7 When the purchase order is completed. The Department will close out the purchase order and send the invoice to the Finance Department for payment.

The history of the purchase order will indicate the date, invoice number and processed amount.

### 302.6 BLANKET PURCHASE ORDERS:

- 302.6.1 As a rule, the use of blanket purchase orders will be restricted to purchases in the following categories:
  - 302.6.1.1 Items for which there is an established contract.
  - 302.6.1.2 Small repair or replacement items used on a repetitive basis. Authorization will be at the discretion of the Purchasing Director and the Department Head.
  - 302.6.1.3 Any item(s) which, at the discretion of the Purchasing Director, do not lend themselves readily to acquisition by small purchase or normal requisitions procedures.
- 302.6.2 The Purchasing Department, in coordination with the requisitioning department, will establish a dollar limit for each blanket purchase order.
- 302.6.3 The invoice for the materials received, when purchasing items on a blanket purchase order, will be signed by the person authorized to sign invoices along with account number & PO number and forwarded to the Finance Department within 72 hours after receipt. The department may retain a duplicate copy of the invoice for posting amount to the blanket order log and for filing in the completed order file.
- 302.6.4 The department will request in writing the requirements for blanket purchase orders thirty (30) days prior to the end of the fiscal year. The department will be requested to submit in writing the continuance or termination of the blanket purchase orders.

### 302.7 PURCHASE ORDER FOLLOW-UP:

- 302.7.1 Departments initiating requisitions should keep track of all requisitions and coordinate with the Purchasing Department to ensure requisitions have been received and are valid. It is important that special conditions, such as time deadlines, be noted on the requisition so that items can be received by the required date.
- 302.7.2 The function of the Purchasing Department is to supply equipment, supplies or services to fulfill staff and departmental requirements. This function is not complete until satisfactory delivery of such items has been made. Follow-up of outstanding purchase orders is made as follows:

302.7.2.1 The Purchasing Department will provide the status of an open purchase order upon being notified by the ordering department that item(s) on the purchase order are past due or needed before the indicated required date.

302.7.2.2 The Purchasing Department will either write or telephone the vendor requesting specific reasons as to why delivery has not been made as confirmed. A new, realistic delivery date will be established if the vendor has a bona fide reason of delay. If not, the order is subject to cancellation. The ordering department will then be notified to either accept the delayed delivery date or authorize the buyer to cancel the order.

302.7.2.3 Continued broken promises and/or poor service shall result in the Purchasing Director evaluating such performance to determine if the vendor should be removed from the bid and quotation lists.

#### 302.8 CANCELING OF PURCHASE ORDERS:

302.8.1 When a department determines that an order is to be canceled, the Purchasing Department must be notified. The reason for the cancellation of the order will be provided in writing by the department to the buyer.

302.8.2 The Authority may cancel the order verbally. The action must then be confirmed to the supplier in writing.

#### 302.9 PUBLIC ENTITY CRIMES:

No person or company on the Florida convicted vendors list may submit a bid in accordance with F.S. 287.133.

**SECTION 303**  
**CONTRACTS**

303.1 **GENERAL:**

This section deals with the Purchasing Department's policy to consolidate commodity requirements, whenever possible, in the interest of effecting cost savings to the Authority. Upon consolidation, the commodity will be bid to obtain the best possible price and of the quality to satisfy the departments requirements. The resulting contract after bid award will provide a stable price for at least a year and will further provide savings in the time spent by personnel in obtaining quotes and generation of paperwork.

303.1.1 In coordination with the using departments, the Purchasing Department will consolidate purchasing of any item or items to obtain a quantity bid price. The specifications of the item(s) will be prepared by the using Department Head and reviewed with the Purchasing Director. The Purchasing Director will prepare the bid documents and forward it for review and approval by the using Department Head.

303.1.2 The Purchasing Director is responsible to ensure proper coordination within the Authority Administrative Staff.

303.1.3 The Internal Auditor will review all bid documents for fiscal feasibility that will result in contractual obligations.

303.1.4 After the bid has been awarded to the bidder, the Purchasing Director will prepare a "Letter of Award" with instructions relating to providing the necessary documents and executions of same prior to issuing a Contract Release Purchase Order or Notice to Proceed.

303.1.5 After the execution of the contract by the supplier, the Purchasing Director, Executive Director, or his designee will sign on behalf of the Authority. The Authority attorney will approve all contracts prior to execution.

303.1.6 Contracts will be monitored by the Purchasing Director or his designee to assure compliance by the Vendor/Supplier of their contractual obligations.

303.2 **USUAL TYPES OF CONTRACTS AND ORDERS:**

303.2.1 **ONE TIME** - This type of contract or purchase order is for a one-time buy of a set amount of equipment, supplies and/or services and terminates upon final receipt of items or acceptance of the completed service or facility.

- 303.22 SOLE SOURCE - This type of contract or purchase order is to a designated vendor without competitive bids or quotations for specific equipment, supplies or services that cannot be provided by any other vendor. The requesting division or department head will provide complete justification for a sole source purchase.
- 303.23 BLANKET PURCHASE ORDER - Blanket purchase orders shall be issued for a given period and shall be for a definite amount of funds.
- 303.24 ANNUAL CONTRACT - Awards are in effect normally for a one (1) year period. Standing delivery orders are usually placed with the vendor for a fixed amount either daily, weekly, or monthly, or by contract release order.
- 303.25 OPEN-END CONTRACT - An annual contract where the quantity may be more or less than the estimated quantity specified. Actual consumption may fall below or exceed estimated quantity. Payment is made to the vendor based on deliveries.
- 303.26 EMERGENCY PURCHASE- The necessity for the immediate purchase of supplies or services essential to protect the life, health, or safety of the public, or the urgency of a situation or construction schedule mandates the fastest possible delivery and such delivery could be jeopardized by the time required for formal competitive bidding. The department head and Purchasing Director, or Executive Director, or designee must approve an emergency purchase.

303.3 CONTRACT PREPARATION:

Contracts must be so constructed as to protect the Authority against undefined obligations that may be inherent in the bid documents. To provide for safeguards to the Authority, the contract will have as a minimum the conditions listed below and be approved by the Authority attorney:

COMMODITY CONTRACTS:

- 303.3.1 All contracts will identify the date of the contract, the Owner (Authority), the vendor and a description of the commodities to be provided.
- 303.3.2 The number of days initially provided in the bid documents to complete the term of the contract when providing commodities.
- 303.3.3 The amount of the bid.
- 303.3.4 A Termination Clause that provides the time limit for the contract. Also, state if the contract can be extended for a period of one year or more.
- 303.3.5 Various signatures required executing the contract.

303.4 CONSTRUCTION OR MAINTENANCE CONTRACTS:

A requisition should be prepared when a service is needed that cannot be provided by Authority maintenance staff. The requisition needs to be reviewed and approved by the Purchasing Department BEFORE the low bid or selected contractor orders material or arrives on site to begin work. True emergencies are an exception.

No one is authorized to sign agreements for commodities or services except for Purchasing Staff, Assistant Executive Directors or the Executive Director. A request by a contractor or vendor to sign his contract form should be referred to the Purchasing Department.

303.4.1 The following are minimum requirements that generally apply to contracts for outside services. Additional procedures or information may be obtained by calling the Purchasing Department.

Scope Statement:

The scope should be in writing and typed entirely on the purchase order or attached to the purchase order and referenced by title, drawing number, etc. A scope that references "by verbal instructions of..." is normally unacceptable.

Contract Schedule:

ASAP is unacceptable. Specific time frames should be used when possible. The time schedule can be addressed by using statements similar to the ones shown below:

*Work under this contract shall begin as of \_\_\_\_\_ and must be complete not later than \_\_\_\_\_.*

*Time frame for contract completion is a maximum of Calendar days. Contract start date is unknown. Name at phone number, will advise.*

*Anticipated month for project to begin/end is Month/year. Name at phone number will coordinate time frames with the contractor.*

Method of Payment (Most common):

Lump Sum Firm  
Time and Material  
Unit Price

Insurance:

Comprehensive General Liability  
Automobile Insurance

**SECTION 304**  
**SPECIFICATIONS, BIDS AND AWARDS**

304.1 PURPOSE OF SPECIFICATIONS:

Technical specifications are designed to assist the Purchasing Department and requisitioning department in acquiring the items required to satisfy a requirement and to ensure that the quality and service will fulfill these requirements for which the equipment, supplies or services are intended. Non-technical terminology deals with contract language, legal terms, provisions, bid documents, etc.

304.2 RESPONSIBILITY FOR SPECIFICATIONS:

304.2.1 The Purchasing Department is responsible for maintaining copies of all current specifications established by the department or as developed by Purchasing.

304.2.2 Preparation of technical specifications for new equipment, supplies or services is the responsibility of the requesting division or department in coordination with the Purchasing Director. Non-technical specifications are the responsibility of the Purchasing Department.

304.2.3 The Purchasing Director may make recommended modifications or alterations to the specifications to accommodate competitive bidding. The Purchasing Director will then furnish the requesting division or department a report of the changes recommended and why changes are desired. Should the Purchasing Director and requesting department fail to resolve the differences, the specifications will be referred to the Executive Director for resolution. A copy of the specifications in final form will be signed and dated by the department head indicating that the bid form and specifications as prepared are satisfactory.

304.3 SPECIFICATIONS DEVELOPMENT:

304.3.1 In considering and developing specifications, it must always be remembered that expenditures are derived from public sources and are administered by public bodies, which cannot be expected to provide for unwarranted high levels of quality. Therefore, the general policy of purchasing good standard grades of merchandise that will represent an optimum of quality, price and provide a satisfactory level of service will be considered.

304.3.2 Bids and quotations should be based on concise specifications. Specifications should be composed of features and designs that will satisfy the requirements of the department in getting the job done in a manner most advantageous to the Authority. When the specifier (department head) for equipment or material that must have those certain specifications establishes specifications, the words "or equal" will be used after the specification title. It will be the responsibility of the bidder to convince the specifier that their product is equal for the intended use of the item on a particular requirement or project.

304.3.3 The following guidance is provided to the departments for the preparation of a specification:

304.3.3.1 State exactly what is wanted clearly, definitely and completely. Be prepared to provide back-up information that will substantiate your requirement for all items of your specifications.

304.3.3.2 Provide the means or basis for ensuring that deliveries conform to the specifications. Without this check, the specifications lose much of their force as a purchasing tool.

304.3.3.3 Avoid non-essential quality restrictions that add to cost and difficulty in procurement without adding to utility and value.

304.3.3.4 Avoid specific requirements that will restrict competition.

304.3.3.5 Conform, so far as possible, to established standard commercial and industrial specifications.

304.3.3.6 Request assistance from the Purchasing Director.

304.3.4 Once a decision has been reached on the specifications, all bids being evaluated must be based upon these same specifications and no bidder has a right to substitute other specifications or provide alternate items for those contained in the bid.

#### 304.4 BID DEVELOPMENT:

304.4.1 Bid Invitation. The formal sealed bid advertisement or letter of Request for Quotation (RFQ) mailed to prospective bidders on the Purchasing Department mailing lists is the means for publicly notifying prospective vendors of the need for equipment, materials, construction, and/or services that the Authority intends to order.

- 304.4.2 Formal sealed bid invitations will normally be conveyed to interested vendors by advertising the bid in a local newspaper and by mailing advertisement to Vendors/Suppliers from vendor lists. Any other means available may be used by the Purchasing Department to insure the widest possible distribution of invitations to bid.
- 304.4.3 Legal Notice-Advertisement for Bids. An advertisement will be placed once each week for at least two weeks prior to the bid opening date, in a local newspaper of general circulation, except for specialized advertising of bids, announcing the bid invitation to ensure all interested vendors not on file in the Purchasing Department receive the opportunity for submitting a bid. The advertisement will contain a general description of the equipment, supplies, or services to be procured, state where Authority bid forms and specifications may be obtained, time and date of bid opening and other information as needed in the bid requirements.
- Bid documents should not be made available to prospective bidders before the publishing of the legal notice.
- 304.4.4 The Purchasing Department will maintain a "Bidders List" of vendors who desire to receive bid invitations by U.S. Mail. A prospective bidder will complete the Authority's standard "Request to be placed on bidder's list form".
- 304.4.5 The Purchasing Department is responsible for evaluation of all vendors requesting permission to submit bids to the Authority. Evaluation should be completed prior to an award. The Purchasing Department Representative may visit all new vendors at their physical location to familiarize themselves with the conditions of the new vendors operation.
- 304.4.6 The Purchasing Director will endeavor to ensure that only bids from responsible vendors are considered.
- 304.5 DISQUALIFICATION (DEBARMENT) OF BIDDERS:
- 304.5.1 The Purchasing Director shall review cases where probable cause for disqualification exists. The review by the Purchasing Director will consist of information from the affected department and from the vendor/contractor. The Executive Director must ratify any Debarment.
- 304.5.2 Causes for Disqualification:
- 304.5.2.1 Vendor defaults or fails to fully comply with the conditions, specifications, or terms of a bid, quotation, proposal or contract with the Authority; or

- 304.522 Vendor commits any fraud or misrepresentation in connection with a bid, quotation proposal or contract with the Authority; or
- 304.523 Vendor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract; or
- 304.524 Vendor is charged by a court of competent jurisdiction with the following; embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects the responsibility as an Authority Government Contractor.  
  
If charges are dismissed or the Vendor found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the Vendor to the Authority; or
- 304.525 Vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property; or
- 304.526 Vendor commission or any act or omission to perform any act which is grounds for disqualification; or
- 304.527 Vendor violates the ethical standards set forth in local, State or Federal law; or
- 304.528 Any other cause the Purchasing Director determines to be so serious and compelling as to materially and adversely affect responsibility of a Business as an Authority Government Contractor, including but not limited to suspension by another governmental entity for substantial cause.

304.53

Disqualification:

A vendor may be permanently disqualified for the following:

- 304.53.1 Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the Authority twice in any three-year period.

304.532 Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the Vendor's commercial enterprise stated previously in this section. If the conviction or judgment is reversed through the appellate process, the disqualification shall be removed immediately upon written notification and proof of final court disposition from the Vendor to the Authority.

304.54 Decision:

After the Purchasing Director has determined he/she has cause to suspend or disqualify a vendor, and the action has been ratified by the Executive Director, the Purchasing Director shall notify the Vendor in writing of the disqualification for the period of suspension and the reasons for the action taken.

304.55 Public Entity Crime:

Any Vendor who has been convicted of a "Public Entity Crime" (F.S. 287.133), shall not be able to transact business with the Authority to the extent as specified in F.S. 287.133(3)(a).

304.56 Finality of Decision:

The suspension or disqualification shall be final and conclusive unless the suspended or disqualified vendor initiates protest proceedings.

#### 304.6 PROCESSING OF FORMAL SEALED BIDS:

304.6.1 On the time and date specified in the Notice to Bidders, the Purchasing Department will open the sealed bids, in the location as stated in the advertisement for bids. The Purchasing Director will approve tabulation of the bids.

Bids will normally be opened at the location, time and date as specified in the advertisement "NOTICE TO BIDDERS".

304.6.2 The Purchasing Director at time of bid opening will insure a person authorized to sign such documents for the bidder has properly signed bids. Unsigned bids may be rejected.

304.6.3 The bids will be reviewed and evaluated by the applicable department head and his technical assistants, copies of the bids will be transmitted to the department. The department head recommendations for bid award to the Board will be communicated to the Purchasing Director.

After evaluation of all the bids are completed, a recommendation will be prepared by the Purchasing Director for presentation to the Board, by the Authority Manager, based on the Department Head's recommendations of the vendor or supplier to receive the bid award. During evaluation the bid in the Authority's best interest shall be accepted; however, the availability of service and equipment is to be considered in such determination.

The general policy of the Board is to award the purchase or contract to the lowest bidder; however, other contributing factors may justify awarding to a higher or more responsible bidder. Other contributing factors include, but are not limited to, the following:

- (a) life cycle or total cost bidding;
- (b) exceeding minimum specifications at a relatively minor cost which would better benefit the Authority;
- (c) prior history with the Authority, including favorable contracts, commodities, or services, and residence and place of business of contractor, subcontractors, and suppliers. Except where otherwise provided by federal or state law or other funding source restrictions, in purchasing or letting contracts for procurement of personal property, materials, construction services for improvements to real property, including roadways or existing structures, the Authority shall give preference to a LOCAL BUSINESS in the following manner:

Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual, firm or entity that is not a LOCAL BUSINESS, then the LOCAL BUSINESS that submitted the otherwise lowest responsive and responsible bid shall be offered an award of the bid if that LOCAL BUSINESS' bid was not greater than five percent (5%) of the otherwise lowest responsive and responsible bid amount and does not exceed said lowest bid amount by \$250,000.00.

A LOCAL BUSINESS shall mean an individual entity whose primary residence is within Authority's geographical jurisdiction; a partnership entity where at least one of its principals is a resident of Authority's geographical jurisdiction; and a Florida corporation entity or other business entity whose principal place of business is within Authority's geographical jurisdiction, or which maintains a full-time business office open to the public within Authority's geographical jurisdiction, Florida, and at least one of its officers or directors or shareholders is a resident of the Authority's geographical jurisdiction, Florida.

In determining whether an entity is a LOCAL BUSINESS

of the Authority's geographical jurisdiction, the following factors shall be taken into consideration:

- (1) Is the principal place of business of the business entity within the Authority's geographical jurisdiction, Florida?
- (2) Does the business entity maintain a full-time business office open to the public within the Authority's geographical jurisdiction?
- (3) Has the entity maintained an office or place of business in the Authority's geographical jurisdiction for the last past three (3) years?
- (4) Does the entity own real property located in the Authority's geographical jurisdiction?
- (5) Has the business entity paid ad valorem taxes in the Authority's geographical jurisdiction within the past three (3) years?
- (6) Has the business entity filed and paid a personal property tax in the Authority's geographical jurisdiction during the current or last calendar year?
- (7) Is the Authority's geographical jurisdiction the registered address of any of the business entity vehicles?

In the event two (2) or more LOCAL BUSINESS bidders qualify for local bid preference and are not the overall low bidders, the local preference shall be granted to the lowest LOCAL BUSINESS. With these and other contributing factors, the Authority Board reserves the right to award a bid which would be in the best interest of the Authority.

304.64 If the Purchasing Director and department head are unable to determine the lowest and best bid, or there is some controversy concerning the bid, either party may submit the bids to the Executive Director to select and recommend the lowest and best bid.

304.65 After a bid has been opened, a bidder will not be permitted to withdraw or alter their bid, or any bid deposit that may have been requested with their bid. If, however, circumstances warrant the apparent lowest and best bidder may notify the Purchasing Director that an error has been made in their bid, the Purchasing Director will present the matter, with recommendations, to the Executive Director.

The matter may be presented to the Authority Board for final approval. If withdrawal is approved, the next lowest and best bid may be accepted.

304.6.6 In the event two (2) or more vendors have submitted the lowest and best bids, preference may be given in the award of the bid in the following order:

304.6.6.1 Preference will be given to vendors who are residents of the Authority Board to vendors from adjacent counties.

304.6.6.2 Preference will be given to vendors with drug-free workplace programs. (F.S. 287.087).

304.6.6.3 Bid shall be awarded by lot.

304.6.7 After approval of the bid award by the Authority Board, the successful bidder will be notified. The normal means of notification is by Mail, Letter of Award, or by purchase order, however, when the bid is awarded near the expiration date of the bidder's allowable time for withdrawal of Bids, as stated in the advertisement for Bids, the Purchasing Department will notify the successful bidder of the award by the most expeditious and practical means available and follow up with a Letter of Award noting therein that the bidder was advised previously of his bid award.

304.6.8 The date the Authority Board approves the award shall constitute the date of acceptance of the bid proposal regardless of the date of notification of bid awarded to the successful bidder. Board approval constitutes authority for the Purchasing Department to issue a Purchase Order or Contract.

#### 304.7 EVALUATION OF DEVIATIONS AND METHODS OF AWARD:

304.7.1 Only bids from responsive bidders are to be considered. A responsible bidder is one who has submitted a bid, which conforms in all material respects to the bid specifications and requirements in the Official Authority Bid Proposal Form.

304.7.2 Deviations in bids may be either material or immaterial and minor in nature and may be waived, dependent on the change in context created by deviation.

304.7.3 Material deviations may not be waived in order to make an award. Material deviations are those that go to the substance of the bid. This deviation affects the price, quality, characteristics of the item or delivery of the materials or services offered and are detrimental to the rights of other bidders. Illustrative examples include:

304.7.3.1 Minimum specifications are not met, as with required horsepower for an engine in a truck.

- 304.732 Type of item asked for is not being furnished, as with the type of pump needed in a water plant.
- 304.733 Where price is not filled in or is subject to change at a future time during the contract period.
- 304.734 When specific requirements in the bid documents are not reflected in the bidder proposal.
- 304.74 Immaterial or minor deviations may be waived and are those that will not alter a bidder's position with respect to receiving the award. These deviations may be clarified with the bidder or bidders if required to allow the Authority to understand what it will be receiving. Illustrative examples included:
- 304.741 Failure to provide a certificate of affidavit with the bid.
- 304.742 Failure to submit required proof of financial responsibility with the bid.
- 304.743 Failure to submit requested brochures or catalogs with the bid.
- 304.75 An award will be made to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the bid documents. A cost analysis or a price analysis, as appropriate, shall be conducted prior to award of bids.
- 304.76 Bids may not be withdrawn for the time period as specified in the "Notice to Bidders" in the specifications.
- 304.8 **BID PROTEST PROCEDURE:**
- 304.8.1 Any bidder opposed to an intended decision on any bid award must file with the Purchasing Director of the North Florida Water Utilities Authority a written notice of intent to file a protest, **no later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation.** The initial notice of protest shall clearly state it is a bid protest, shall include the bid number, shall state the basis of the protest, and shall be signed by the bidder. **Failure to state the basis of the protest shall be just cause for the protest to be rejected according to the bid protest procedure.**
- 304.8.2 The written notice of intent to file a protest shall be filed with the Purchasing Director no later than four-thirty (4:30) P.M., of the second working day following the day of the bid opening.

- 304.83 Following the filing of the Protest Notice, the bidder must submit a formal, written bid protest within five (5) Authority workdays. The allotted time may be reduced, if necessary, to protect the health, safety, and welfare, or other such interest of Authority, with consideration given to the affected party. No changes or amendments to the formal written protest will be allowed after the five- (5) workday expiration date.
- 304.84 The formal written protest shall contain the following:
- 304.841 The Authority bid number and description as advertised.
  - 304.842 Name and address of company or person filing the protest.
  - 304.843 Name and title of person submitting the protest. If other than the bidder, a letter from the bidder authorizing him/her to act on the bidder's behalf.
  - 304.844 A statement of disputed material facts. If there are no disputed material facts, the written formal protest must so state.
  - 304.845 A precise statement of the facts, rules, regulations, statutes, and constitutional provisions entitling the affected party to relief.
  - 304.846 A statement indicating the relief requested.
  - 304.847 Any other information material to the protest.
- 304.85 Upon receipt of the protest notice, the Purchasing Director will suspend the process or award of the bid until the protest is resolved unless circumstances require the award of the bid to protect the health, safety, and welfare of the Authority. The Purchasing Director will attempt to resolve the protest in a fair and equitable manner and shall render a written decision to the protester. All Authority correspondence involving a bid protest should be sent by Certified Mail Return Receipt Requested. The protester may appeal the decision within five (5) business days after receipt of the written decision.
- 304.86 The appeal of the Purchasing Director's decision will be submitted to the Executive Director for review. The Executive Director may, after a review of the facts, render a decision or submit the facts for legal or Authority Board review. The decision of the Executive Director or Board, if Executive Director submits the issue to the Board, shall be final. Any bidder adversely affected by this final decision may apply to the Circuit Court having jurisdiction in the Authority for judicial relief within thirty (30) days after rendition of the final decision. The proceedings in the Circuit Court shall be by Petition for Writ of Certiorari, which shall be governed by the Florida Rules of Appellate Procedure.

304.8.7

All bid solicitations (information to bidders) shall contain the following statement:

"Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for North Florida Water Utilities Authority, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department."

**SECTION 305  
BONDS AND DEPOSITS**

305.1 GENERAL:

Bid Bonds and Public Construction bonds may be waived by the Executive Director on projects being bid whose dollar value is estimated to be \$200,000 or less. Waiver of a bond may occur only if the project is of a non-critical nature and the contractor/vendor is known to be reliable. No bond shall be required when the payment schedule is based on lump sum payment at completion of project.

305.2 TYPES OF BONDS AND DEPOSITS:

- 305.2.1 PUBLIC CONSTRUCTION BOND - (Performance & Payment Bond) - This type of bond is required when entering into formal contracts for new construction, repairs, or renovation on public buildings and/or other public works in accordance with F.S. 255.05. (Exhibit B, Basic instruction to Bidders, Item 13) The requirement for this bond with part of the advertisement for "Notice to Bidders" and a sample form for the Public Construction Bond will be included with bid package. This bond will be provided by the contractor awarded the bid for 100 percent of the bid amount prior to commencing the work.
- 305.2.2 BID BOND - GUARANTY OF GOOD FAITH DEPOSIT - At the discretion of the Purchasing Director and in the interest of the Authority, bidders may be required to submit with their bid or proposal a guaranty of good faith deposit in the amount normally of 5% of the bid price. When required, the advertisement for "Notice to Bidders" will include in the text of the notice that a 5% Bid Bond will be required in the amount of the bid when submitting a bid proposal.
- 305.2.3 Surety authorizing the Bid Bonds and Public Construction Bonds must be authorized to do business in the State of Florida. This statement must be in all bid advertisements for bids requiring these bonds. (F.S. 255.05(1)(a))
- 305.2.4 LETTER OF CREDIT
- An irrevocable Letter of Credit may be accepted by the Authority in lieu of a public construction bond under conditions that the bidders provide a financial statement prior to authorization to accept the irrevocable Letter of Credit. (F.S. 255.05(7))

305.3 PROCESSING BONDS AND DEPOSITS:

- 305.3.1 The contractor shall be responsible for securing the necessary bond(s). Any cost may be included in the contract price.
- 305.3.2 The Authority Attorney who shall either accept or reject it for the Board of Authority shall review surety bonds furnished. All surety bonds accepted shall be forwarded to the Executive Director to be filed in the official contract records of the Authority Board.
- 305.3.3 In the event a contractor fails to provide an acceptable bond when required, within ten (10) days after notification, the Authority Attorney will be notified. Upon the recommendation of the Authority Attorney, the Authority may declare the Contract null and void and retain in the account of the Authority any good faith deposits or guaranty which may have been submitted as liquidated damages.
- 305.3.4 Bonds, when accepted, shall be filed with the applicable contract documents in the Financial Officer of the Authority.
- 305.3.5 Deposits. In lieu of a bid bond, the Purchasing Director may, at his discretion, authorize a contractor to submit a certified check, cashier's check, or treasurer's check, on any national or state bank. Such deposits shall be in the same percentage amounts as the bond. The Financial Officer of the Authority shall retain such deposits until the Executive Director is satisfied that all provisions of the contract have been complied with, cash bid security deposits will not be accepted. Upon award of Bid, the Purchasing Director shall be responsible for returning the Bid Bonds and other bid security to the unsuccessful bidders within fifteen (15) working days. (F.S. 255.05.)

**SECTION 306  
NEGOTIATED PURCHASES**

**306.1 COMPETITIVE BIDDING-EXCEPTIONS:**

306.1.1 An exception to competitive sealed bidding is established because of the difficulty of requiring competitive bidding for certain services. These include but are not limited to the following services:

306.1.1.1 Architects, Engineers, Land Surveyors. The acquisition of these services costing over \$35,000.00 is covered under the Consultant's Competitive Negotiation Act (CCNA) (F.S. 287.055).

306.1.1.2 Professional services for special or unique skills, such as accountants, medical examiners, attorneys and other professions that in the opinion of the Purchasing Director qualify.

306.1.2 When competitive sealed bids have been received and the resultant bid prices either exceed available funds, exceed cost estimates, or are not firm prices.

306.1.2.1 Generally, when competitive sealed bidding has been utilized, this method will be utilized in any re-bidding. However, in the above instances, and where extenuating circumstances exist, the Purchasing Director may seek the approval of the Executive Director to conduct negotiations with all interested vendors after the original bids have been formally rejected or seek approval for the use of competitive sealed proposals as discussed in Section 302.

306.1.2.2 Negotiations are to be conducted by or in conjunction with, the Purchasing Director, who will then bring his recommendation to the Executive Director for approval if the amount exceeds the Purchasing Directors approval level.

**306.2 COMPETITIVE SEALED PROPOSALS:**

The Authority may contract as a result of negotiation when there has been made a written determination approved by the Purchasing Director or Executive Director.

306.2.1 Specifications that cannot be made sufficiently specific to permit award on the basis of the lowest bid price.

306.2.2 Sealed bidding is inappropriate due to limited sources of supply, a fixed-price contract is not applicable, or time and place of performance cannot be determined in advance.

306.23 Factors other than price must be used to determine what is in the best interest of the Authority. Since these factors would create the need for subjective judgments, there may be a need for discussion with the offerors after proposals are opened.

The criteria to be used in the evaluation must be submitted by the requesting department and approved by the Purchasing Director. The evaluation criteria should be mailed with the bid documents.

306.24 When a minimum specification cannot be met exactly by any prospective bidder, in this instance the best interest of the Authority would be served only by accepting proposals with which subjective judgments must be made to determine what will best serve the Authority's needs.

306.25 When competitive sealed bids have been received and the results are unacceptable to the Authority because of cost.

3062.5.1 Procedure:

3062.5.1.1 All requests to use the competitive sealed proposal method must be approved by the Purchasing Director or Executive Director prior to use. At this time the requesting department will provide a listing of the proposed specifications and criteria to be used in the evaluation of the proposals and completely justify why this method of purchasing is needed.

3062.5.1.2 A "Request for Proposals" will be utilized. (F.S. 287.012(23))

**SECTION 307**  
**CONTRACTING FOR PROFESSIONAL SERVICES**

307.1 GENERAL:

This section of the manual is provided as information to Authority personnel requiring the professional service as defined in the Florida Statute for Professional, Architectural, Engineering, Landscape Architectural or Registered Land Surveyor Consultant services "Consultants Competitive Negotiations Act" (F.S. 287.055.) **and Procurement of commodities or contractual services (F.S. 287.057)**. This Section of the Manual will be the procedure used when providing requested professional services as identified herein and other professional services that in the opinion of the Purchasing Director qualify.

307.2 INTRODUCTION

307.2.1 Purpose:

The purpose of this policy and procedures establishes the Authority's compliance with F.S. 287.055, known as the "Consultant's Competitive Negotiation Act" and F.S. 287.057. The following is a summary:

Establishes contracting procedures by which Professional Architects, Landscape Architects, Engineers, and Registered Land Surveyors are to be selected for jobs with the State, its agencies, political subdivisions, and administrative boards. Provides that professional firms should be chosen on quality of personnel, past performance, and ability to meet time requirements. Provides for competitive negotiations with no less than three (3) firms most qualified for the job, and provides that the firm awarded a contract executes a truth-in-negotiation certificate for contracts of over \$195,000 or more. (F.S. 287.055(5)(a)). The Certificate is to state that wage notes and other factual unit costs supporting compensation are accurate complete and current at the time of contracting. (F.S. 287.055(5)(a)).

The Board of Authority Commissioners, to avoid creating a conflict of interest, shall prohibit professional service firms from representing opposing sides of an issue under consideration.

Requires the Authority to announce in a uniform and consistent manner, each occasion when professional services are required for a project whose basic construction cost is estimated to exceed \$325,000 or for a planning or study activity when the fee for professional services does exceed **\$35,000** except in case of a valid public emergency. (F.S. 287.055, **F.S. 287.017**)

Prohibits the payment of contingent fees for such professional services and sets criminal penalties for violations of this prohibition. (F.S. 287.055(6))

307.3 POLICIES AND PROCEDURES

- 307.3.1 Public Announcement:
- 307.3.1.1 Advertising will be in the legal ad section of a general circulation newspaper or specialty publication when deemed appropriate.
- 307.3.1.2 Letters of notices will be mailed.
- 307.3.2 Scope of Services:
- 307.3.2.1 The Purchasing Department will issue scope of Services along with Evaluation Criteria to interested firms.
- 307.3.3 Letters of Interest:
- 307.3.3.1 Letters of interest and qualifications will be received by the Purchasing Department at 35 N. Hernando Street, P.O. Drawer 1529 Lake City, Florida 32056-1529.
- 307.3.4 Evaluation:
- 307.3.4.1 Criteria to be used in the evaluation process shall include, but not be limited to, familiarity with the Authority, previous professional services in the project area, past performance with the Authority government, experiences with similar projects, current workload, proposed project schedule, quality of submittal, references and such other factors as may be determined to be applicable to the Board's particular requirements.
- 307.3.4.2 Evaluation of Letters of Interest/qualifications will be by three (3) or more raters based on criteria shown on the Evaluation Sheet for Ranking of Design Professionals (Exhibit C). Please refer to Definitions of Evaluation Criteria (Exhibit D) attached. These exhibits are examples and may be modified depending upon the scope of the project.
- 307.3.4.3 The composite score for all raters will be combined into the overall-ranking total.

- 307.3.5 Recommendation for Selection:
- 307.3.5.1 The Summary Sheet for Ranking of Design Professionals (Exhibit E) along with other supporting data will be presented to the Authority Board for approval of the ranking order and approval to negotiate beginning with the top ranked firm.
- 307.3.6 Negotiations:
- 307.3.6.1 Negotiating will be done jointly by the Purchasing Director, and other parties deemed appropriate, with the No. 1 ranked firm. The consultant will provide information determined to be necessary for negotiations.
- 307.3.6.2 In those cases, where Purchasing Director has determined that the negotiated price is fair and equitable, an agenda item will be submitted to the Authority Board for their review and approval. If approved, the Purchasing Department will issue a contract.
- 307.3.6.3 In the event that an agreement cannot be reached on a price proposal, the affected firm will be notified in writing that negotiations have been discontinued and the basis for that action.
- 307.3.6.4 Negotiations will commence with the second firm.
- 307.3.6.5 Additional Contract Negotiations:  
Selected firms shall be notified in order of their competence and qualifications and continue negotiations in accordance with this section until an agreement is reached.

307.3.6.6 Service Contracts Over \$195,000:

307.3.6.6.1 For all lump sum or cost-plus-a-fixed-fee professional service contracts over \$195,000, the Authority Board shall require the firm receiving the award to execute a truth-in-negotiations certificate stating that wage rates and other factual unit cost supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the contract price shall be adjusted to exclude any significant sums where the Board determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of contract. (F.S. 287.055(5)(a))

307.3.6.7 Prohibition Against Contingent Fees:

307.3.6.7.1 The Purchasing Department shall be responsible for assuring that all contracts for professional services shall contain the required clauses as contained in subsection pertaining to "Consultants Competitive Negotiation Act". (F.S. 287.055(6)(a))

**SECTION 308  
SURPLUS AND OBSOLETE PROPERTY**

308.1 RESPONSIBILITIES:

The disposal of surplus or obsolete property will require authorization for disposal of surplus or obsolete property from the Authority Board and will be recorded in the minutes. (F.S. 274.07). The Executive Director or his designee shall be authorized to dispose of surplus property under the bid limit (currently \$5,000) in a manner, which brings the most value to the Authority.

The Custodian or appointee will advise by memorandum to the Executive Director or his designee of all property declared surplus or obsolete and disposed of as required by "Florida Law". (F.S. 274.03)

308.2 PROCEDURE:

- 308.2.1 Each division and/or department will report its surplus or obsolete stock, equipment, or supplies to the Property Manager by completing the appropriate form, which form is supplied by the Property Manager (Exhibit F)
- 308.2.2 Delivery of surplus material to the designated area is the responsibility of the Maintenance Department. The Property Dept will ensure the inspection of the items to verify the serviceability, condition, and original item cost.
- 308.2.3 The Property Dept will add the items to the "Surplus Property List". Once an item has been declared surplus, it becomes the responsibility of the Property Dept. It cannot be traded in, swapped, sold, cannibalized, or placed back into service, without the approval of the Property Director.
- 308.2.4 All division and department heads will review the "Surplus Property List" and notify the Property Director of any requirements for the material; priority normally will be given to the first division and/or department requesting the material. Before property is disposed of, the Property Dept will check with all other departments and constitutional officers to ascertain a need for the property.
- 308.2.5 The Property Department will then review the list as required to determine if there is a need for the items, which have not been requested by the division or department, by other governmental entities outside the Authority government within the Authority. (F.S. 125.35)
- 308.2.6 The Custodian or appointee will forward the surplus property list to the Property Director with one of the following recommendations for disposition:

Transfer to another department or division.

Trade in on new equipment.

Offer to governmental entities within Authority's geographical jurisdiction by sealed bid.

Cannibalize for parts.

Sell to public by auction or sealed bid.

Sell as scrap.

Dispose of as junk.

Donate to a non-profit organization which has as its principal mission: Public health and welfare; Education; Environmental restoration and conservation; civil and human rights; or the relief of human suffering and poverty.

308.2.7 Recommendations will be presented by the Executive Director or his designee to the Authority Board for final approval. Board approval of items costing \$500 or more, which are accounted for by Property Control Numbers, shall constitute authorization to either transfer item(s) to surplus or drop the item from the property control register and authorize the item(s) to be scrapped.

308.2.8 Items reported, as surplus shall be transferred to a controlled area when approved by the Authority Board. The Executive Director or his designee will ensure all materials in the controlled area are properly recorded and tagged.

### 308.3 PROCEDURE FOR SALE OF MATERIALS: (F.S. 274.05 & 06)

308.3.1 After being advised by the Custodian or appointee of the surplus the Property Director shall place a notice in a local newspaper of general paid circulation or specialized publication not less than one (1) week nor more than two (2) weeks prior to the sale. The advertisement will contain method of sale (auction or sealed bid), location of sale, location where list of materials being sold may be seen, time and date of sale. (F.S. 274.06)

308.3.2 The auction shall be conducted by or may be contracted out by the Property Department. The Finance Department shall have necessary personnel available to record sales and receive payment in the event items are auctioned.

308.3.3 Items shall be sold to the highest bidder and payment made at the time of the sale.

308.3.4 Items sold by either sealed bid or auction must be removed from the premises as soon as possible. The Property Department will determine the

maximum

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length of time granted to remove items. Under unusual hardships, the Property Director may grant exceptions to this provision. Neither the Authority nor any employee of the Authority may be held responsible for any materials remaining on Authority Property after a five-(5) calendar day period.

308.3.5 All sales items shall be paid in cash, certified check or money order at time of sale, or sale date. All sales are final, no warranties or guaranties implied. Items to be sold in "as is" condition shall be so noted in the advertisement and bid form.

308.3.6 When it is determined to be in the best interest of the Authority items may be sold by joining an existing auction. The Authority Board must approve all such transactions.

308.4 ITEMS APPROVED FOR CANNIBALIZATION:

All serviceable parts or items removed shall be placed in stock and the residue placed in scrap materials. Items that have been declared surplus may not be cannibalized without the approval of the Property Director.

308.5 SALE OF SCRAP MATERIALS: (F.S. 274.06)

Items that have lost all value in their original form or have been declared obsolete and cannot be sold will be classified as scrap and will be sold to area scrap dealers at the highest price available or transferred to the Solid Waste Department for disposition.

The Property Director will contact at least three (3) or more scrap dealers requesting they view the scrap available for sale by the Authority. The scrap dealer will then submit in writing a proposal of the price per pound that he will pay. This proposal should include the information providing containers for carrying scrap and the change in price per pound if the Authority will put scrap in containers. The proposal most advantageous to the Authority will be the one accepted.

The scale used to weigh such items must be of the approved type capable of providing a printed receipt of the gross weight less tare weight and the net weight of each load of scrap. The receipt will be provided to the Authority along with payment for the scrap in money order or cashier's check and should be made payable to the North Florida Water Utilities Authority. If no scale is available, the Authority will weigh the scrap at the Solid Waste Landfill scales prior to delivery of the scrap or pick-up by a scrap buyer.

Proceeds from the sale of scrap will be returned to the Property Director then forwarded to Finance as revenues to the general fund unless prohibited by statute or agreements, such as bonding obligations.

When approved by the Authority Board scrap may be donated to a non-profit organization which has as its principal mission: Public health and welfare; Education;

Environmental restoration and conservation; civil and human rights; or the relief of human suffering and poverty

308.6 PROCEDURE FOR SALE OR LEASE OF REAL PROPERTY: (F.S. 125.35(b))

The Board of Authority Commissioners are authorized to sell and to lease real property belonging to the Authority whenever the Board determines that it is in the best interest of the Authority to do so.

308.6.1 Notice of sale must be published once a week for at least two (2) weeks in a newspaper of general circulation, published in the Authority's geographical jurisdiction, calling for bids on the property.

308.6.2 The highest bid complying with the terms and conditions in the Notice shall be accepted. Terms and conditions may differ from sale to sale at the discretion of the Board (i.e., amount of deposit required with each bid, appraisal to determine lowest bid to be accepted).

308.6.3 When the Authority Board finds that a parcel of real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property or when the Authority Board finds that the value of a parcel of real property is \$15,000 or less, as determined by a fee appraiser designated by the board or as determined by the property appraiser, and when, due to the size, shape, location, and value of the parcel, it is determined by the board that the parcel is of use only to one or more adjacent property owners, the board may effect a private sale of the parcel. The board may, after sending notice of its intended action to owners of adjacent property by certified mail, effect a sale and conveyance of the parcel at private sale without receiving bids or publishing notice; however, if, within 10 working days after receiving such mailed notice, two or more owners of adjacent property notify the board of their desire to purchase the parcel, the board shall accept sealed bids for the parcel from such property owners and may convey such parcel to the highest bidder or may reject all offers.

308.6.4 The Purchasing Department processes bidding and advertising. The Authority Attorney administers title transfers, closing and land/building leases.

**SECTION 309**  
**PETTY CASH PURCHASES**

309.1 GENERAL:

The cost of purchasing supplies and services of small monetary value through the usual purchasing procedure is usually excessive in relation to the value of supplies and services received. For this reason, the Authority has adopted a Petty Cash Purchase Procedure.

309.2 PETTY CASH PURCHASE AUTHORIZATION:

Petty Cash Purchases are authorized for minor purchases under \$100.

309.3 PETTY CASH FUNDS:

The Authority Board must authorize the establishment of a Petty Cash Fund and the amount of such a fund for any department.

309.3.1 Any request for the establishment of such a Fund, or for an increase or decrease of the amount, by a department should be submitted to the Executive Director, or his designee.

309.3.2 The Executive Director shall submit all requests to the Authority Board for their consideration.

309.3.3 If approved by the Authority Board, the Finance Department will make the disbursement to establish or increase the fund.

309.3.4 In event of the disestablishment of a Petty Cash Fund, or the reduction of the amount authorized for such a fund, the Finance Department shall be responsible for recovering the appropriate amount from the Petty Cash Fund.

309.4 PETTY CASH CUSTODIAN:

In each Department authorized to maintain a Petty Cash Fund, the Department Director shall designate a single employee as Petty Cash Custodian, and another Employee as Relief Custodian.

309.4.1 Such designations must be made in writing and filed with the Finance Department.

309.4.2 The Department Director, the Petty Cash Custodian, and the Relief Custodian must have their signatures on file with the Finance Department, and must certify in writing to the Finance Department their knowledge and understanding of the policies and procedures governing Petty Cash.

- 309.4.3 Petty Cash Custodians will be accountable to the Finance Department for the fixed amount of the Petty Cash Funds under their custodianship.
- 309.4.4 Petty Cash Custodians will keep all Petty Cash Funds in a metal box equipped with a lock. At all times other than regular working hours, this locked box will be stored in a safe or in a locked desk.
- 309.4.5 No Employee other than the Custodian and Relief Custodian will have access to the Petty Cash Fund.
- 309.4.6 In the event of a change in the Petty Cash Custodian in a Department, the Former Custodian must submit the amount of the fund and any un-reimbursed vouchers to the Finance Department to close out the custodianship. Only after close out by the Former Custodian will the New Custodian receive custody of the Petty Cash Fund from the Finance Department.
- 309.4.7 Petty Cash Custodians will be liable personally for any loss or misapplication of the Petty Cash Funds under their custodianship, except in the case of theft.
- 309.5 **PETTY CASH DEPARTMENT PROCEDURE:**  
Each Department Director authorized to maintain a Petty Cash Fund shall be responsible for enforcing the general authorization for Petty Cash Purchases within their Department.
- 309.5.1 Each Department Director shall establish Departmental Internal Control Procedures for making and approving Petty Cash Procedures.
- 309.5.2 Any employee so authorized by the Department procedure may make a Petty Cash Purchase directly from a vendor in accordance with the general authorization of Section 3.2.
- 309.5.3 A Department Director shall have authority to disallow any purchase not made in accordance with Department and Authority Policy and Procedure.
- 309.5.4 All Petty Cash Purchases must be approved in writing by the Department Director, who shall affix his/her signature upon all receipts/invoices turned in for reimbursement.
- 309.6 **PETTY CASH REIMBURSEMENTS:**  
To obtain a Reimbursement for Petty Cash receipts, the Petty Cash Custodian will prepare a **PETTY CASH REPORT FORM** (Exhibit G) and submit it to the Finance Department.
- 309.6.1 A **PETTY CASH REPORT** may be prepared any time during the month when it is determined that a reimbursement is necessary, however a report must be filed

at least once per quarter. The report will be prepared as follows:

- 309.6.1.1 Assign to the report a Transmittal Number that will be consecutively numbered for each fiscal year for the Department in the following format: "FY01-001," "FY01-002," etc.
- 309.6.1.2 Count all cash in the fund and record the amount counted on the PETTY CASH REPORT - "Total Petty Cash on Hand."
- 309.6.1.3 Group all petty cash receipts to be reimbursed.
- 309.6.1.4 List and enter all receipts by receipt Number, the account number to be charged, and the dollar amount in the space provided. There must be a Vendor's Invoice or Receipt for each transaction listed.
- 309.6.1.5 Total of petty cash on hand and petty cash vouchers must equal petty cash fund amount.
- 309.6.1 .6 The report must be signed by the Custodian and approved by the Department Director for reimbursement.
- 309.6.2 After approval by the Department Director, the original of the PETTY CASH REPORT form along with all supporting receipts will be forwarded to the Finance Department. A duplicate copy of the report shall be maintained on file with the Petty Cash Custodian.
- 309.6.3 After receiving the PETTY CASH REPORT with supporting receipts, and after appropriate pre-audit review, the Finance Department will prepare the reimbursement payment for the department's petty cash fund.
  - 309.6.3.1 Payment will be charged against the appropriate departmental budgetary expenditure accounts.
  - 309.6.3.2 All payments reimbursing petty cash funds will be drawn payable to the respective petty cash custodian by their personal name and words "Petty Cash."

309.6.3.3 Any irregularity found during the pre-audit shall be reported immediately to the respective Department Manager.

309.7 **PETTY CASH YEAR-END REIMBURSEMENT:**

At the end of the fiscal year, all Petty Cash Vouchers must be submitted for reimbursement and cash balance taken to Finance for verification of fund amount on the last workday of the year. This year-end reimbursement and audit will ensure that Petty Cash Purchases are recorded in the proper fiscal year and that proper control is maintained over all Petty Cash Funds.

309.8 **DISALLOWANCE OF PETTY CASH PURCHASES:**

Any Petty Cash Purchase not made in accordance with Department and Authority petty cash policies and procedures will not be paid or reimbursed by the Authority. Both the Department Director and the Finance Department shall have the authority to disallow any purchase not made in accordance with such policies and procedures.

**SECTION 310  
EMERGENCY PURCHASES**

310.1 GENERAL:

An emergency purchase is defined as a one brought about by a sudden unexpected turn of events (Acts of God, riot, fires, flood accidents, or any circumstance or cause beyond the control of the department in the normal conduct of business) involving a threat to health, welfare, injury or loss to the Board, and which can be rectified only by immediate purchase of equipment, supplies, materials or services. Telephone quotes should be taken if possible and followed up with written quotes. Results and action taken should be scheduled for board approval at their next scheduled meeting. If necessary, the Executive Director can approve the bid with the Board ratifying it after the fact.

310.1.1 Verification of Emergency – The department head shall file a written statement concerning the cause for the emergency purchase, verifying the conditions and circumstances requiring an emergency purchase. Said statement shall be submitted within five (5) days after the issue date of the purchase order and shall include details surrounding the event which created the emergency. A copy of the statement should be attached to the purchase order.

310.1.2 Responsibilities – The Purchasing Department is not responsible for any purchase made under this regulation as the burden of proof rests with the Department, however, the Purchasing Director will review all statements and, should there be any reasonable doubt that an emergency exists, an opinion will be filed with the Executive Director for his/her review.

**SECTION 311**  
**SOLE SOURCE PURCHASES**

**311.1 GENERAL:**

A sole source commodity is defined as a product that is non-competitive in price and/or specification. Purchase of goods from a single source must be qualified as such in advance of purchase. When requested by the Purchasing director a written declaration from the manufacturer of such commodities or a written statement by the originator of the requisition must accompany the purchase requisition form. The written letter of qualification must state that said equipment is not available from any other source and must be filed with the Purchase Order.

**SECTION 312  
SMALL CONSTRUCTION PROJECTS**

**312.1 GENERAL:**

This procedure outlines the process and responsibilities associated with the construction of small projects by the Authority and are applicable only to the procurements of such projects.

For the purpose of this procedure, "small projects" shall mean those construction projects that are estimated in accordance with generally accepted cost accounting principles to have construction costs not more than \$300,000, adjusted for increases in building costs as permitted and described in s. 255.20(2), Florida Statutes, as amended, and do not require performance by an appropriately licensed Contractor.

312.1.1 The objective of this procurement procedure is to assure that materials and services are purchased at the lowest cost commensurate with the required quality, performance, and quantities in order to achieve maximum value for the taxpayers' dollars.

312.1.2 All purchasing conducted for small projects shall be conducted without favor or prejudice to any party. In all solicitations, communications and evaluations, the highest standard of professionalism and integrity shall be maintained to promote fair and equitable treatment of all persons involved in the procurement conducted for these projects.

312.1.3 The Board shall automatically waive all other quotation and bidding procedures for small construction projects.

**312.2 PROCUREMENT PLANNING:**

The Authority may use the services of an architect/engineer, or may utilize other services as appropriate to develop, if needed, the project plans and specifications and construction schedules.

**312.3 QUALIFICATIONS OF CONTRACTORS:**

The Authority shall take steps to assure that responsible contractors perform construction and subcontractors found to be satisfactory to the Authority. The Contractors shall be subject to be able to prove their financial ability to carry on the work until first such time as he receives his first payment, and to finance the work between payments until the contract is completed and accepted.

**312.4 ADMINISTRATION:**

The Authority shall appoint a Project Manager to administer the project on behalf of the Authority. The Project Manager may be a regular Authority employee or may be an individual or firm retained on a contractual basis.

312.4.1 When available a minimum of three qualified Subcontractors or suppliers shall be invited to submit a verbal or written quotation for each division of

the project. (All quotes in excess of five thousand dollars (\$5,000) shall be followed by a written quote.)

312.4.2 Once selected, qualified Subcontractors or suppliers shall be notified and requested to submit quotes to the Purchasing Director.

312.4.3 Quote Evaluation and Award - The Purchasing Director will prepare a quote tabulation. The Authority reserves the right to negotiate with the lowest responsible and qualified bidder for each division the best possible price for the work to be performed and may, at its sole option reject any and/or all quotes. Rejected quotes may lead to the following action:

- Re-quote original scope
- Revise scope and re-quote
- Sole source negotiations

Once the Authority has made a determination of a selected Subcontractor or supplier, the Authority by an official notice to proceed or Purchase Order will issue an award notice.

312.5 TEAM EFFORT:

The project procurement activities will be performed with input from the Authority, it's Project Manager, Subcontractors, and Architect/Engineer, working as a team.

312.6 FINANCIAL RECORDS:

The Authority shall keep detailed financial records on all small projects performed or administered on a "self-administered" basis. The records shall fully track the actual expenditure made with the budget established for the project.

**SECTION 313**  
**FIXED ASSET INVENTORY PROCEDURE**

313.1 GENERAL:

Any purchase of equipment with a value of \$500 or more, or a 3-year life shall be required to be recorded in the Authority's General Fixed Asset Inventory System and assigned a Property Identification Number.

313.2 PROCEDURES FOR RECORDING FIXED ASSETS:

313.2.1 Complete property record report form.

313.2.2 Submit both copies of property record report form to the Department of Property Management.

313.2.3 The Property Manager will assign an Identification Number, and enter the asset in the Authority's fixed asset management program.

313.2.4 The yellow copy of the property record report will be returned to the custodian with a Authority identification number affixed.

313.2.5 The Authority identification number should be attached to the fixed asset as soon as custodian receives it.

313.2.6 The identification number shall be noted on the purchase order when submitted for payment. If it is not Finance will return to Department for proper identification.

313.3 INVENTORY:

It is the responsibility of the custodian to safeguard the Authority's assets that are assigned to him/her. Printouts of Department inventories may be obtained by contacting the Department of Property Management.

313.3.1 The Director of Property Management shall conduct a physical inspection of all Authority assets at least once annually and shall report any shortages to the Executive Director.

313.4 STOLEN ITEMS:

Stolen items should be documented on a Property Record Report form and a law enforcement investigation report should be completed and attached. These reports should be submitted to the Executive Director's office.

**Exhibit A**

**North Florida Water Utilities Authority Board**

Approved By \_\_\_\_\_  
NFWUA Board

Vendor No. \_\_\_\_\_

Invoice No. \_\_\_\_\_

Total \_\_\_\_\_

Account No. \_\_\_\_\_

Payment To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Internal Purchase Order Request  
(Any Purchase \$100.00 and Under)

Quantity	Unit	Description	Unit Price	Total
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Total:

**Exhibit B**  
**North Florida**  
**Water Utilities**  
**Authority Board**  
**Purchasing Department**  
**General Instructions to Bidders**

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
  - A. The ability, capacity and skill of bidder to perform required service.
  - B. Whether the bidder can perform service promptly or within specified time.
  - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
  - D. The performance of previous contracts with the Authority.
  - E. The suitability of equipment or material for Authority use.
  - F. The ability of bidder to provide future maintenance.
2. Payment Terms are net (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the Authority.
3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
6. A bidders list is available at the Purchasing Office.
7. Quote all prices F.O.B. our warehouse or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
9. No responsibility shall attach to any Authority representative or employee for the premature opening of bids not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.
11. Bids received late will not be accepted, and the Authority will not be responsible for late mail delivery.
12. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the Authority and found later, it will be considered. Any bidder may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the Authority from the personnel thereof.
13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.
14. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the Executive Director that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that

is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).

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16. When requested, samples will be furnished to the Authority free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The Authority reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the Authority to do so for the purpose of testing.
17. The Authority will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The Authority may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
21. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.
22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the Authority will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the Authority Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the Authority.
24. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
25. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the Authority or who has failed in former contracts with the Authority to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the Executive Director.
28. Unless otherwise specified the Authority reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the Authority.
29. The Authority reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the Authority and also to purchase any part, all or none of the materials, supplies, or equipment specified.

30. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
31. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty-(30) day period after bids are opened.
32. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the Authority out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amounts of such excess to the Authority on notice made by the Purchasing Department or his designee of the excess due.
33. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
34. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.
35. Contracts may be cancelled by the Authority with or without cause on thirty- (30) days advance written notice.
36. All contractors submitting bids for road projects in excess of \$250,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
37. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.
38. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Authority, may not submit a bid on a contract with the Authority for the construction or repair of a public building or public work, may not submit bids on leases of real property to the Authority, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Authority, and may not transact business with the Authority for a period of 36 months from the date of being placed on the convicted vendor list.

**NORTH FLORIDA WATER UTILITY AUTHORITY  
JOB DESCRIPTION  
EXECUTIVE DIRECTOR**

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DEPARTMENT: Administration  
REPORTING TO: Board of Directors  
FLSA STATUS: Exempt

JOB TITLE: Executive Director  
DATE PREPARED: July 2024

**JOB SUMMARY:**

The Executive Director manages and directs the entire operation of the North Florida Water Utility Authority (NFWUA). The Executive Director's responsibilities include organizational and financial performance, regulatory compliance, customer service, stakeholder engagement as well as the planning, design and implementation of capital projects. The Executive Director reports to the five-member Board of Directors. The Executive Director leads the organization in setting the vision and mission of the NFWUA.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

The following duties are illustrative and not exhaustive. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Depending on the assigned area of responsibility, incumbents in the position may perform some or all the activities described below:

- Direct the business and overall activities of NFWUA by ensuring recruitment and retention of staff. Monitor work results, train, develop and manage performance of direct staff. Fill approved and open positions when required.
- Provide strategic leadership for the organization by developing and implementing a strategic vision that outlines the long-term goals of the NFWUA.
- Establish and implement policies, procedures, protocols and controls for safe, efficient, and effective office field operations, delivering of safe and reliable potable water, wastewater, and reclaimed water services; and protection of NFWUA assets.
- Develop and guide proposed strategic and long-term plans and budgets.
- Ensure NFWUA's plants, facilities and operational assets are operated in compliance with NFWUA permits and/or consent orders, ordinances, regulations, and policies from federal, state, and local jurisdictional agencies.
- Lead the organization in the preparation and quality control of all Authority Board of Directors and committee meetings, HR topics, legal topics and customer relations issues.
- Remain current and engaged on public policy, regulatory, legislative and local ordinance topics and issues that may impact or affect NFWUA.
- Enhance and maintain relationships with key constituents across the state and the region, including elected officials, industry leaders, suppliers, environmental groups, and customers.
- Lead public policy and public affairs activity and serve as primary spokesperson for the agency locally, regionally, and nationally.
- Engage with stakeholders. Prepare and submit public stakeholder reports.
- Lead planning of expansion of utility systems and services.
- Provide standard operational reports of productivity, efficiency, and regulatory compliance.
- Perform annual review of insurance policies, budgets, and capital improvement program.

**NORTH FLORIDA WATER UTILITY AUTHORITY  
JOB DESCRIPTION  
EXECUTIVE DIRECTOR**

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- Perform other duties, as necessary for the success of utility operations, regulatory compliance, and protecting the health and safety of staff and the general public.

**MINIMUM QUALIFICATIONS:**

Graduate of an accredited four (4) year college or university with a bachelor's degree in public administration, engineering, environmental sciences, or a related discipline. Must have ten (10) years of management experience directly related to water resource management and/or public water supply. Minimum five (5) years of experience in administration of a utility system or Department or agency. Must possess a valid driver's license and be able to secure a valid Florida driver's license at the time of employment. Water/Wastewater licensure or certification is preferred.

**KNOWLEDGE/SKILLS/ABILITIES:**

- Job Specific KSA's – Knowledge of utility industry, supply chain logistics, warehouse management, scheduling and engineering principles. Ability to understand and evaluate financial statement, complex technical concepts and computations, complex processes, mathematics and statistics, prepare spreadsheets and mathematical models for forecasting and statistical evaluation and to effectively communicate these subjects to variety of stakeholders.
- Leadership- Demonstrated success as a driven hands-on leader. Expertise in selecting, training, developing, coaching, mentoring and retaining a highly motivated workforce. Strong decision-making skills.
- Customer Service- Provide high level of service to employees. Respond promptly and accurately to internal and external requests for information.
- Team Orientation and Interpersonal – Develop and maintain collaborative relationships with all levels of the organization; collaborate and work with individuals containing a variety of knowledge levels and expertise. Work productively on a team and independently.
- Communication – Effective verbal and written communication. Prepare letters and memorandums to a multitude of audiences. Able to use correct language and grammar in a professional, diplomatic, and tactful manner. Public speaking and presentation skills.
- Organization and Time Management – Work independently, prioritize, and organize work, meetings, and project in order to meet deadlines. Prepare presentations and handle multiple priorities.
- Analytical Problem-Solving and Decision-Making – Analytical and creative problem-solving and decision-making. Research, analyze, understand risk, identify viable options, draw sound conclusions, present findings, make recommendations considering overall risk and short-term and long-term impact.
- Systems and Software – Proficiency in standard budgeting, financial management and utility billing software is preferred.

**NORTH FLORIDA WATER UTILITY AUTHORITY  
JOB DESCRIPTION  
EXECUTIVE DIRECTOR**

Skill Requirements: (X= Required for Job)			
X	Typing/computer keyboard	X	Verbal communication
X	Utilize computer software (specified in this description)	X	Written communication
X	Retrieve and compile information	X	Public speaking/group presentations
X	Maintain records/logs	X	Research, analyze and interpret information
X	Verify data and information	X	Investigate, evaluate recommend action
X	Organize and prioritize information/tasks	X	Leadership and supervisory, managing people
X	Operate office equipment	X	Basic mathematical concepts
X	Advanced mathematical concepts (fractions, decimals, ratios, percentages graphs)	X	Abstract mathematical concepts (formulas, equations, statistics)
	Operate heavy equipment (e.g., bobcats, backhoes, dump trucks)	X	Operate motor vehicle

Physical Requirements: (X= Required for Job)			
X	Sitting for extended periods	X	Lifting/carrying up to 20 pounds (various items)
	Standing for extended periods		Lifting/carrying between 20-49 pounds (various items)
X	Viewing computer screen for extended periods		Lifting/carrying over 50 pounds (various items)
	Walking	X	Repetitive Motions
X	Reading		Bending/Stooping
X	Speaking	X	Reaching/Grasping
X	Hearing		Crawling/Crouching
X	Writing		Climbing
X	Seeing 1-5 feet		Physical endurance under variable weather conditions
X	Seeing 5+ feet		Other (list):

Hazards: (X= Required for Job)			
X	Standard office environment		Electrical current
	Toxic or caustic chemicals		Housekeeping and/or cleaning agents
	Outdoor weather conditions and outdoor terrain, wetlands, and/or dense vegetation		Proximity and use of hand-held powered equipment and/or moving mechanical parts
	Other (list):		Other (list):

Employee Acknowledgment:	
I have reviewed and understand the requirements stated in this Job Description.	
Employee's Signature	Date

## I. SCOPE OF SERVICES

The purpose of this Request for Proposals (this "RFP") is to evaluate and select a firm ("Company" or "Proposer") to provide the following Water and Wastewater system Utility Rate Study Consulting "Work" or "Services" for North Florida Water Utility Authority (NFWUA).

### **Utility Rate Study:**

NFWUA is seeking a consultant to provide a Utility Rate Study that will include a review of current fixed assets, costs and charges for water/wastewater capacity and customer connections, operations and maintenance costs, projected capital investments, planned expansion of the system, industry benchmark and bill comparisons, and recommended revisions to current rates, capacity fees and service fees.

This study, from an asset, cost and revenue perspective will only include the Columbia and Suwannee County data and analysis, but will include other utility entities in industry benchmark data. This study will serve as a foundational compilation of both counties' utility system fixed assets and liabilities, projected revenues, and expenses, and planned capital expenditures. Each section of the Utility Rate Study report shall be presented in a format that displays the information both as an individual county utility system for historical purposes, and as a combined NFWUA system for prospective purposes. This study will be essential in developing the framework of associated analysis that will be needed in the future with the combining of the counties' utility assets and customer bases with each other, and potential other counties, in the newly formed regional utility.

The Utility Rate Study key deliverable is the 100% Draft Final report milestone to be completed within 180 days from the notice to proceed, with the intent to provide three-year rate recommendations within the report and initial rate documentation for the newly formed NFWUA. This report with its (5) five-year financial projection and (3) three-year rate recommendations will serve as the foundational financial analysis for both the NFWUA and the two counties, which both have tens of millions of dollars of infrastructure being constructed or planned at this time. As the system is further built-out, with additional infrastructure becoming operational with an expanded customer base, further expense data should be available over a longer study period to support a full comprehensive Utility Cost of Service Study.

### **Adhoc Services:**

Potential other services may be comprehensive projects or may only contain elements of comprehensive water/wastewater rate, financial, or economic studies or analyses related to the NFWUA's water and wastewater systems. A separate scope and task order description will be issued for each adhoc project that the NFWUA decides to authorize. The actual task orders for each potential adhoc project will be scoped with a detailed listing of tasks and subtasks, a staffing plan with hourly charges, and milestone deliverable schedule. For the potential adhoc services, NFWUA may either request the consultant perform the work on each project with an agreed upon scope at an hourly rate not to exceed price basis, or at a lump sum price basis.

### **Adhoc projects may include but not limited to assessments, analyses, policies, and reports such as:**

- Development policies and cost participation agreements
- Allocation of costs between the Counties, considering existing and projected fixed assets including plant facilities and equipment, delivery and collection infrastructure, buildings, fleet vehicles and equipment, buildings; operation and maintenance expenses, renewal and replacement capital expenditures, capacity and growth-related expenditures, and services provided.
- Financial policies such as pricing policy, debt, investment and cash management, fund restrictions
- Bond feasibility analysis
- Financial/budget/treasury reports, and reconciliation of GAAP, budget, and cash/debt service basis
- High strength sewer surcharge cost analysis and rate design
- Service charges related to fats, oils and grease, and other industrial pretreatment assessments

- Depreciation studies
- Conservation initiatives and regulatory issues
- Alternative rate designs
- Economic and financial analyses
- Operations, financial or rate benchmark studies

**II. MINIMUM QUALIFICATIONS:**

The Proposer must meet all the following Minimum Qualifications to be considered eligible to have its Proposal evaluated. NFWUA will reject Proposals from Proposers not meeting all the following Minimum Qualifications:

- The Proposer must demonstrate that the company and its lead staff have performed a minimum of three (3) similar comprehensive water and wastewater Utility Rate Studies during the last five years. At least one of these studies shall be with a newly formed Utility from multiple municipalities.
- In addition, the proposer must demonstrate that the company and its lead staff have completed at least two (2) comprehensive water wastewater cost of service and rate design studies for Florida municipalities in the past five years with fixed assets over \$200 million.
- The Proposer’s references for the total of five (5) projects described above must include the reference company name, contact person, phone number, email address, dates and a summary description of the work performed by the Proposer for the reference company and project. NFWUA or designee may choose to contact and verify the project references.

**REFERENCE** *(Provide the information for the five projects on 1-page or less each)*

Reference Company Name: \_\_\_\_\_

Reference Contact Name: \_\_\_\_\_

Reference Phone Number: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Project Name: \_\_\_\_\_

Date Project Started: \_\_\_\_\_ Date Project Ended: \_\_\_\_\_

Approximate Number of Utility Customers: \_\_\_\_\_

Approximate Original Book Value of Fixed Assets (\$): \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

### III. TECHNICAL SPECIFICATIONS FOR UTILITY RATE STUDY

#### 1. Data Request, Acquisition/Compilation and Review

Consultant will compile and review known system information that will be provided by both Columbia and Suwannee County in order to prepare a detailed data request to provide further specific information needed for the Utility Rate Study. The information related to the operation of the utility system will include available information from a variety of sources that is currently not consolidated in FFWUA reporting or in the prior utility departments of each county. Information will need to be collected from a variety of sources from the counties including: system infrastructure listings and partial fixed asset schedules; customer billing and sales statistics; county-wide CAFR type FY2023 financial statements and reports; FY2024 and proposed FY2025 operating budgets; and limited FY2024 YTD budget reports. Plan for two on-site meetings, multiple MS Teams meetings, email transmittals and phone conversations to complete this task.

The Columbia County and Suwannee County Utility Master Plans will be utilized for the latest projects and cost estimates for the multi-year capital improvement program and updated with any new project or grant funding forecast that occur throughout the remainder of FY2024. Additional information related to fund (cash) balances, utility rate ordinances / resolutions, system agreements, development policies, debt repayment schedules and corresponding loan documents, and other similar information will be collected by the counties' staff, where the Consultant will need to compile, review and prioritize follow-up requests based on the need for the counties to develop new reports.

If new reports are needed, the Consultant will provide recommended format of financial schedules and reports for the NFWUA to begin developing for future years analyses. Consultant will coordinate a project kickoff meeting with the NFWUA staff to review current data available, and a follow-up on-site meeting to review the compiled information, and provide example schedules and reports needed to best complete the Utility Rate Study, and to compile financial data for future analyses.

#### 2. Customer Sales and Revenue Forecast

The consultant shall prepare a forecast of customer and usage requirements based on detailed customer account information provided by both counties. This task will include review of the recent historical customer statistics by service type and rate classification and the development of a forecast of customers and revenues based on the best available information about new development and future growth. This task also includes preparing a detailed profile of billing determinants to be included in the financial forecast. The first step of this task will be for the Consultant to work with county staff to specify the billing data to be provided. Once the customer billing data is provided by each counties' staff then the Consultant will summarize and assemble it for use in the Utility Rate Study. The second step of this task to develop a Sales/Revenue Forecast to include projected new customers including organic growth, large commercial development at the Ellisville area, and potential wholesale sales (with associated costs/impacts analyzed in another task) to the Town of Fort White for the Columbia County System. This summarized customer billing and sales data will then be applied to the current customer billing rates by system to develop a projection of rate revenues by utility system for the forecast period.

#### 3. Development of Projected Revenue Requirements

The prospective Columbia County North Florida Mega Industrial Park (NFMIP) and the Suwannee County Catalyst Site Industrial Park (CIP) will have customer sales and revenues projected for FY 2026 and FY 2027 with operating expenses incurring in the prior year for each industrial park's utility systems. Consultant will prepare a five-year financial forecast and revenue requirements analysis for FY2025 - FY2029 that will be based on the counties' fiscal Year 2023 actual results reported in a audited financial reports and available 2023 Budget Reports, and the Fiscal Year 2024 Operating Budgets, and the current five-year Capital Improvement Program. If the counties denote that

there are any significant differences for the forecast of FY 2024 compared to the FY 2024 budget, the specific adjustments should be made in the FY2024 data. This task will include analysis of operations and maintenance expenses, capital expenditures and funding sources and criteria, and other non-operating costs such as debt service, renewal and replacement funding requirements, and transfers from the general fund. A general review of any existing or projected debt covenant compliance issues will also be performed. This task will also include the development of a forecast of revenues and income including utility rate revenues, other operating revenues from miscellaneous service charges, and other income such as interest income on fund balances, and account for the source and use of Capacity Fees. The final step in this task will be to compare the projected revenues from existing rates with the projected revenue requirements to estimate the adequacy of current and future rate levels. Based on this summary of the adequacy of rates, additional county revenue resources, current and benchmark rates, the Consultant will then recommend any overall rate adjustments by system in conjunction with the NFWUA staff and staff from the counties as available.

The (5) five-year revenue requirement schedules shall include a one-page 11x17 (10) ten-year roll-up schedule in MS Excel to be provided to the NFWUA for its future use for its staff to maintain. This one-page financial projection schedule that will incorporate all of the major line items to determine current year use of funds such as Revenues (Residential Water Service Availability, Residential Water Volume, Commercial Service Availability, Commercial Volume, Service Fees, Tap & Connection Fees, Meter Fees, and Capacity Fees), O&M Expense (Salaries, Benefits, Materials, Supplies, Power, Chemicals, Industrial Services, Professional Services, Fleet/vehicle expenses), Net Revenues, Debt Service, Renewal & Replacement (capital investment required by bond covenants), and Additional Capital (from current year revenues), Grants, and CAPEX (capital expenditures). Additionally, the schedule shall calculate and contain a section for primary financial metrics such as (debt service coverage, day cash-on-hand, and debt/asset ratio); and have a linked section for fund balances for Restricted Capital (eg. capacity fees, grants) and Unrestricted Capital that depicts for each year the beginning balance, transfers-in, transfers-out, capital expenditures, and ending balances.

#### 4. Monthly User Rate Design Analysis

Based on the results of the revenue sufficiency analysis conducted in Task 3 of the Project, Consultant shall prepare a cost-of-service analysis to appropriately allocate costs among the counties customer classes and rate structure components, functionalization of the cost components, allocation of costs amongst metered service line sizes. The under/over collection of revenues in the baseline year compared to cost to service allocations in the baseline year in terms of both dollars and percentage adjustments of customer class shall be provided in a summary chart. The summary chart will denote the impacts of each of three (3) year projected rate adjustments on the under/over collection of cost-of-service allocation expenditures.

As the current customer base is limited, the Consultant shall use industry standard approaches to the cost-of-service analysis including those described by the American Water Works Association ("AWWA") and the Water Environment Federation ("WEF"). The analysis will also consider historical rate forms, consideration of industry norms in Florida and other appropriate factors. The cost-of-service analysis shall identify the counties fixed and variable costs in providing water and wastewater service, and as the combined NFWUA utility.

The Consultant will perform an evaluation of the counties' current water and sewer rate structures and development of proposed rate structures will include input from County staff and then be presented to the NFWUA Board. Consultant will provide rate benchmarks of neighboring and of Florida utilities in terms of rate structures and monthly charges. Consultant will provide a recommended rate structure with specific recommended rates for a three (3) year projection period, which can be reevaluated and adjusted by the NFWUA on annual basis during the projected rapidly changing asset, revenue and expense period of FY2025 – FY2027. Consultant will prepare bill comparison evaluation of the impact to average customers (based on water/sewer use) to identify the impact to the customers assuming the implementation of the proposed rates to assist the NFWUA in the evaluation and communication of such rate adjustment proposals.

## 5. Capacity Fee and Connection Fee Recommendations

Evaluate the current level of service and \$/gallon associated with capacity fees that both counties are currently utilizing. Develop a cost-based analysis considering existing transmission and plant assets, grant and debt funding, available capacity at North Florida Mega Industrial Park (NFMIP) plant under construction, needed capacity at the Ellisville Plant, and the prospective Catalyst Industrial Park (CIP). Provide background on fee development methodology addressing embedded, incremental and hybrid approaches, and Florida utility benchmarks. Consultant will provide a recommended capacity fee structure with specific recommended rates for a three (3) year projection period, which can be reevaluated and adjusted by the NFWUA on annual basis during the projected rapidly changing infrastructure investment asset period of FY2025 – FY2027.

## 6. Wholesale Rate

Consultant shall develop the rate and fee structure and levels above in Tasks 2 - 5 under the following scenario:

Columbia County begins supplying the Town of Fort White in CY2025 with wholesale water (~85,000 AADF) through a pipeline currently under construction. The evaluation should consider the potential cost of incremental costs associated with Water Use Permit (WUP)

## 7. Service Fees and Specialty Rates

Compile each counties' utility service fees that are currently being utilized such as new account set-up, service cut-on/offers, tap and meter charges, fire protection service, septic hauling and sewer surcharge. These fees, and specialty rates will not undergo a cost-of-service methodology but will use industry standards and be compared to Florida utility benchmarks for recommended adjustments to be considered by the combined NFWUA.

## 8. Water and Wastewater Rate Document

Develop the initial NFWUA Water and Wastewater Rate Document and prepare transmittal for NFWUA legal counsel to file with regulatory agencies. The Rate Document shall be provided in PDF format to have it posted to the NFWUA web page, and in MS Word format to facilitate future edits by NFWUA staff for adoption of updates in the future by the NFWUA Board. This Rate Document will be included with both the 100% Draft Final and 100% Final Report, where the reports will be reviewed and the Final Report will be available for adoption by NFWUA Board at meetings described in the following Task 9. The Consultant shall compile each counties utility service fees such as new account set-up, service cut-on/offers, tap and meter charges, fire protection service, septic hauling and sewer surcharge. These fees, and specialty rates will not undergo a full cost-of-service methodology analysis with this Utility Rate Study but will use industry standards and be compared to Florida utility benchmarks for recommended adjustments to be considered by the NFWUA Board for the combined utility.

## 9. Present Rate Study Results

This task involves the preparation of the study report with executive summary in each draft, briefing documents such as Technical Memos (TM) and/or PowerPoint presentation, and utility rate comparisons with each draft. The task will include preparation of a total of three (3) draft and final reports editions as follows:

- 50% Draft within 120 days, includes prior on-site NFWUA and county staff workshop meeting to review
- 100% Draft Final within 180 days (Month 6) to allow time for the NFWUA Board and staff, and Columbia and Suwannee County staff to review and comment on the submitted 100% Draft Final Utility Rate Study. This task also assumes two (2) on-site meetings:
  - Board workshop meeting (Month 6) to review the results and recommendations of the study
  - Board meeting (Month 7) to receive direction from the Board
- 100% Final Report and attendance at one (1) public hearing (Month 8) for rate adoption.

Note: the 100% Draft Final and 100% Final Report of the Utility Rate Study shall have ten (10) printed copies provided to NFWUA with the electronic transmittal.

**Work Schedule**

The expected work schedule to complete the project from notice to proceed through the Board's adoption of Rates is approximately 8 months. Include a minimum of eight (8) total meetings held approximately monthly within a (8) month period, where five (5) are expected to be on-site as noted under Task 1 that requires two (2) on-site meetings & Task 9 that requires three (3) on-site meetings. MS Teams or other virtual meeting tools to be used at the other status meetings to include discussion on milestones, deliverables, and stakeholder correspondence.

Several of the on-site meetings may incorporate preparation, follow-up analysis, and correspondence with NFWUA Board and staff, regulatory agencies, customer groups or other stakeholders concerning the 100% Draft Final and 100% Final Report. The Utility Rate Study project is expected to be completed within an approximate eight (8) month period. Additional Utility Rate related financial analysis or consulting rates may be authorized by the NFWUA under this consulting agreement as described under the Adhoc Services scope section.