

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



D. Albrey Arrington, Ph.D., Executive Director

## AGENDA REGULAR MEETING #11-2018 JUNE 21, 2018 – 7:00 PM AT DISTRICT OFFICES ALL MEETINGS ARE OPEN TO THE PUBLIC

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
  - A. Roll Call
  - B. Previous Meeting Minutes **Page 3**
  - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
  - A. Loxahatchee River Watershed **Page 8**
  - B. Loxahatchee River District Dashboard **Page 9**
5. Consent Agenda (see next page) **Page 10**
6. Regular Agenda
  - A. Consent Agenda Items Pulled for Discussion
  - B. Budget Assumptions Fiscal Year 2019 **Page 47**
  - C. FEMA Agreement Approval **Page 49**
  - D. Procurement Policy Revisions **Page 116**
  - E. Strategic Planning Update **Page 152**
7. Reports (see next page) Pulled for Discussion
8. Future Business **Page 207**
9. Board Comments
10. Adjournment

“...if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

Submitted by:  
Date: June 11, 2018

Gordon M. Boggie  
Board Member

Stephen B. Rockoff  
Board Member

James D. Snyder  
Chairman

Dr. Matt H. Rostock  
Board Member

Harvey M. Silverman  
Board Member

## **5. CONSENT AGENDA**

All items listed in this portion of the agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board member or citizen; in which event, the item will be removed and considered under the regular agenda.

- A. Preliminary Assessment – Jupiter Inlet Colony (2018-14) – to approve preliminary assessment **Page 11**
- B. Sewer Lining Contract – Gravity Services – to approve contract **Page 30**
- C. Sewer Lining Contract – Main Line – to approve contract **Page 36**
- D. GFA Testing Services Contract – to approve piggyback contract **Page 38**
- E. Fixed Asset Disposal – to approve disposal **Page 40**
- F. Letter of Support for Loxahatchee River Watershed Restoration Project Tentatively Selected Plan (Alt 5) – to approve letter of support **Page 41**
- G. Change Orders to Current Contracts – to approve modifications **Page 43**

## **7. REPORTS**

- A. Neighborhood Sewering **Page 157**
- B. Legal Counsel's Report **Page 160**
- C. Engineer's Report **Page 161**
- D. Busch Wildlife Sanctuary **Page 169**
- E. Director's Report **Page 170**

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D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: Governing Board

FROM: Recording Secretary

DATE: June 11, 2018

RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Regular Meeting of May 17, 2018. As such, the following motion is presented for your consideration.

“THAT THE GOVERNING BOARD approve the minutes of the May 17, 2018 Regular Meeting as submitted.”

J:\BOARD\MinutesSamples\MinutesMemo.docx

Gordon M. Boggie  
Board Member

Stephen B. Rockoff  
Board Member

James D. Snyder  
Chairman

Dr. Matt H. Rostock  
Board Member

Harvey M. Silverman  
Board Member

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
REGULAR MEETING - MINUTES  
MAY 17, 2018

1. CALL TO ORDER

Chairman Snyder called the Regular Meeting of May 17, 2018 to order at 7:00 pm.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance.

Dr. Rostock  
Mr. Snyder  
Mr. Boggie  
Mr. Rockoff

Staff Members in attendance were Dr. Arrington, Mr. Dean, Ms. Peterson, Mr. Howard, and Mr. Campbell.

Consultants in attendance were Mr. Muniz from Hazen and Sawyer, Ms. Miranda and Ms. Wood from Holtz Consulting, Mr. Pugsley and Ms. Marshall from Mathews Consulting and Mr. Shenkman with Smith, Gaskill & Shenkman.

B. PREVIOUS MEETING MINUTES

The minutes of the Public Hearing and Regular Meeting of April 19, 2018 were presented for approval and the following motion was made.

MOTION: Made by Mr. Rockoff, Seconded by Mr. Boggie,  
Passed Unanimously.

“THAT THE GOVERNING BOARD approve the minutes of the April 19, 2018 Public Hearing and Regular Meeting as submitted.”

C. ADDITIONS & DELETIONS TO THE AGENDA

Items 5B and 5D were pulled for discussion.

3. COMMENTS FROM THE PUBLIC

No comments were received.

#### 4. STATUS UPDATES

##### A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard provided a summary of the restoration efforts of the Loxahatchee River Watershed Restoration Project.

##### B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

#### 5. CONSENT AGENDA

MOTION: Made by Mr. Boggie, Seconded by Mr. Rockoff,  
Passed unanimously.

“THAT THE GOVERNING BOARD approve the Consent Agenda of May 17, 2018 with the removal of items 5B and 5D.”

The following motions were approved as a result of the Board’s adoption of the Consent Agenda:

##### A. Fixed Asset Disposal – to approve disposal

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property including fixed asset number ME239 and asset tag #'s 2641, 2694, 2637 and 2678.”

##### C. Construction Standards & Technical Specifications – to approve updates

“THAT THE DISTRICT GOVERNING BOARD ratify and approve the Loxahatchee River Environmental Control District’s “Manual of Minimum Construction Standards and Technical Specifications”, as of May 17, 2018, and authorize the District Engineer and Executive Director to update the Construction Standards and Technical Specifications from time to time, and periodically present it to the Governing Board for ratification and approval.”

#### 6. REGULAR AGENDA

##### A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

##### 5B. Customer Service Policy Revisions – to approve revisions

Mr. Howard reviewed the proposed revisions to the Customer Service Policy

MOTION: Made by Mr. Boggie, Seconded by Mr. Rockoff,  
Passed unanimously.

“THAT THE DISTRICT GOVERNING BOARD authorizes the Executive Director to implement the following District Policies & Procedures as revised:

1. Non-Residential Billing by Water Use
2. Multiple Water Meter Non-Residential/Commercial Billing
3. End Sewer Service Charges
4. Delinquent Account Payment Plan

with an effective date of May 17, 2018.”

5D. Change Orders to Current Contracts – to approve modifications

Dr. Arrington reviewed the proposed change orders.

MOTION: Made by Mr. Rockoff, Seconded by Dr. Rostock,  
Passed unanimously.

I. “THAT THE GOVERNING BOARD authorize approval of the Town of Jupiter’s Change Order #6 to the Alt. A1A Damon Bridge Water Main/Force Main contract in the amount of \$2,347.00 for ARV piping changes.”

MOTION: Made by Mr. Boggie, Seconded by Dr. Rostock,  
Passed unanimously.

II. “THAT THE GOVERNING BOARD authorize the Executive Director to execute the time-sensitive change order to the engineering contract with Mathews Consulting in the amount of \$33,004.00.”

B. WHISPERING TRAILS GRAVITY SEWER CONSTRUCTION

Dr. Arrington reviewed Mr. Yerkes memo.

MOTION: Made by Mr. Boggie, Seconded by Dr. Rostock,  
Passed Unanimously.

“THAT THE GOVERNING BOARD authorize award of the Whispering Trails Neighborhood Sewering Contract to Giannetti Contracting Corp., in the amount of \$4,487,424.80, in accordance with their bid of April 13, 2018.

and

THAT THE GOVERNING BOARD authorize a Contingency for this project in the amount of \$ 135,000.00.”

C. GRAVITY SERVICE LINING CONTRACT

No action was taken.

7. REPORTS

The following reports stood as written:

- A. NEIGHBORHOOD SEWERING
- B. LEGAL COUNSEL'S REPORT
- C. ENGINEER'S REPORTS
- D. BUSCH WILDLIFE SANCTUARY
- E. DIRECTOR'S REPORT

8. FUTURE BUSINESS

Dr. Arrington reviewed the Future Business.

9. COMMENTS FROM THE BOARD

No comments were received.

10. ADJOURNMENT

MOTION: Made by Mr. Boggie, Seconded by Mr. Rockoff,  
Passed Unanimously.

"That the Regular Meeting of May 17, 2018 adjourn at 7:56."

\_\_\_\_\_  
BOARD CHAIRMAN

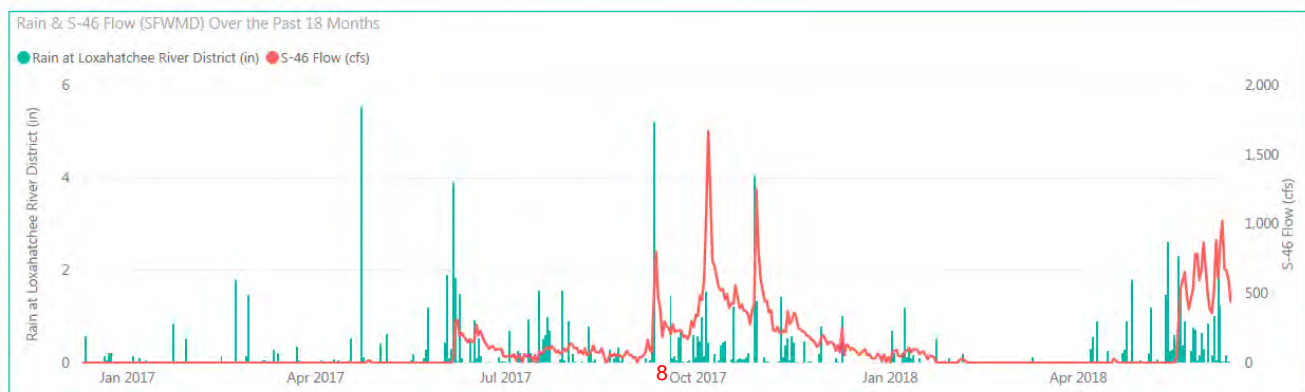
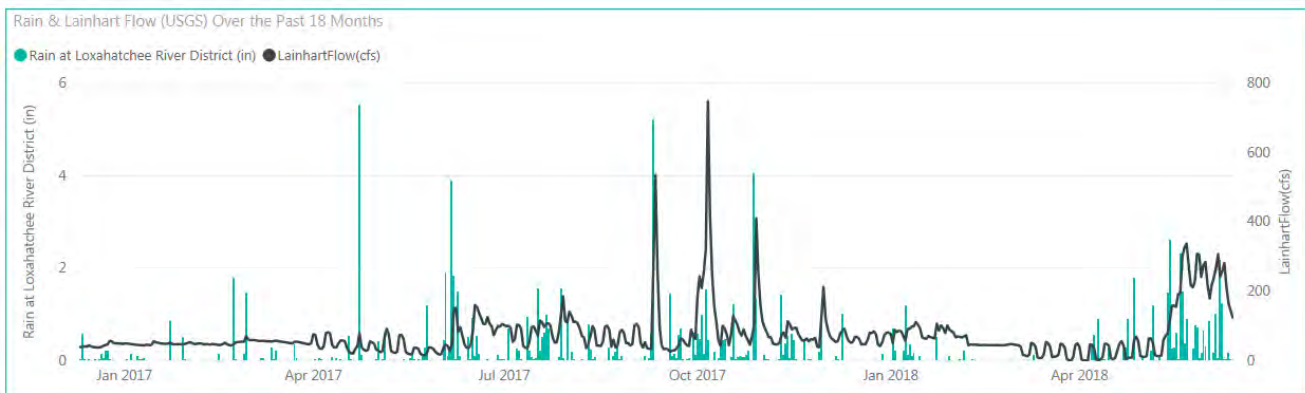
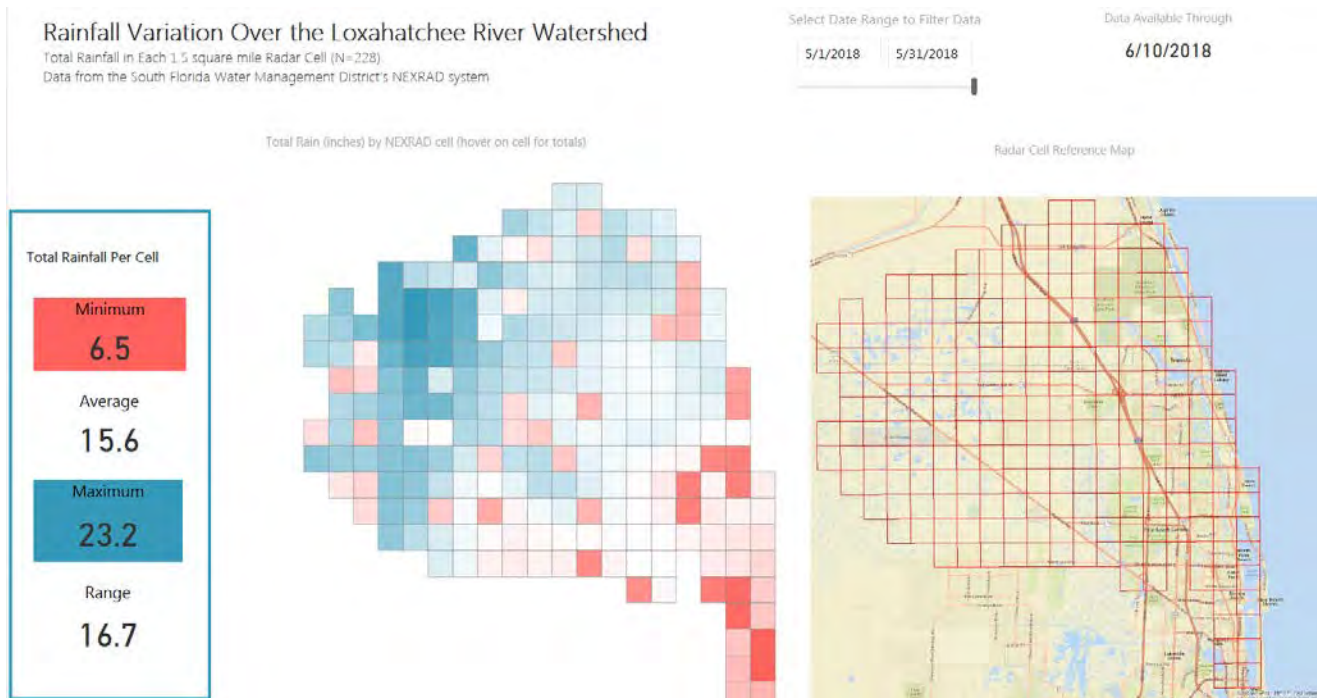
\_\_\_\_\_  
BOARD SECRETARY

\_\_\_\_\_  
RECORDING SECRETARY



## Loxahatchee River Watershed Status A Very Wet Start to the Wet Season


Just two months ago we discussed the drought conditions with dry-season rainfall totals roughly half the norm. How quickly things change! The wet season started in May with record setting rains and unprecedented flows to the river and estuary. At our meeting we will present some of our interesting environmental monitoring observations associated with this unusual event.





# LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD



		Stewardship	Wastewater						Engineering	General Business				EHS	River Health			
		# People educated at RC	Mean Daily Incoming Flow	Delivery of Reclaimed Water	Customer Service	Sewer Overflow	Permit exceedance	NANO Blend to Reuse (@ 511)	Grease Interceptor Inspections	Cash Available	Revenue (non-assessment)	Operating Expenses	Capital Projects		Employee Safety	Lainhart Dam Daily Flow	Salinity @ NB seagrass beds	River Water Quality
Benchmark / Customer Expectation		% of Target	million gallons/day	# days demand not met	# blockages with damage in home	# occurrences	# occurrences	Max Specific Conductance (umhos/cm)	% requiring pump out	\$	% of Budget	% of Budget	% within budget	% on time	# of OSHA recordable injuries	Flow (cfs)	‰	Fecal Coliform Bacteria (cfu/100ml)
Green Level		≥ 90%	< 7.7	<2	Zero	Zero	Zero	<1542	≤ 15	≥ \$9,894,657	≥ 95%	≥ 85% but ≤ 105%	≥ 80%	≥ 80%	Zero	mean ≥ 69	min ≥ 20 ‰	90% of sites ≤ 200
Yellow		< 90%	< 8.8	≥ 2	1	≥ 1	≥ 1	≤1875	≤ 25	< \$9,894,657	≥ 90%	≥ 80%	≥ 60%	≥ 60%	-	mean ≥ 35	min ≥ 10 ‰	2 or more sites >200 but ≤ 400
Red		<75%	≥ 8.8	≥ 9	≥ 2	> 2	≥ 2	>1875	> 25	< \$5,557,057	< 90%	< 80% or > 105%	< 60%	< 60%	≥ 1	min < 35	min < 10 ‰	≥ 2 sites > 400
2015 Baseline		2,139	6.8	0	0	1	0	1,093	14	\$ 30,199,659	104%	111%	92%	78%	0	78	24.8	0 > 200
2016 Baseline		2,169	6.7	0	0	1	0	1,063	12	\$ 33,223,653	96%	90%	100%	85%	0	104	18	1 > 200
2017 Baseline		106%	6.4	1	0	3	0	1,149	7	\$ 29,618,102	96%	85%	97%	84%	0	64	19	1 > 200
2017	May	89%	6.3	0	0	2	0	964	8	\$ 31,466,437	95%	89%	100%	79%	0	15	31.5	0 > 200
	June	123%	6.7	0	0	0	0	1039	0	\$ 28,992,848	94%	89%	100%	79%	0	18	15.9	0 > 200
	July	111%	6.2	0	1	1	0	1011	4	\$ 29,834,468	95%	88%	100%	79%	0	89	27.0	1 > 200
	Aug	87%	6.0	0	0	3	0	1056	15	\$ 30,208,664	95%	88%	100%	79%	0	73	23.4	0 > 200
	Sept	71%	6.2	6	3*	9	0	1355	6	\$ 28,132,953	95%	88%	100%	79%	0	25	11.2	0 > 200
	Oct	103%	6.2	0	0	5	0	1482	10	\$ 28,969,760	100%	72%	93%	93%	0	143	6.5	3 > 400
	Nov	139%	7.1	0	0	0	0	1124	2	\$ 29,973,080	97%	80%	93%	93%	0	77	14.4	1 > 200
	Dec	126%	6.8	0	0	3	0	1159	11	\$ 29,366,604	98%	82%	93%	87%	0	68	20.7	3 > 200
2018	Jan	121%	7.1	0	0	3	0	1240	15	\$ 29,774,007	99%	81%	93%	67%	1	84	27.6	1 > 200
	Feb	118%	7.1	0	0	0	0	1299	10	\$ 31,873,924	97%	82%	93%	60%	0	43	31.8	0 > 200
	Mar	104%	7.0	0	0	1	0	1322	6	\$ 30,590,419	101%	86%	93%	60%	0	0	33.6	1 > 200
	Apr	89%	6.8	0	0	1	0	1350	14	\$ 30,470,440	101%	88%	93%	47%	0	0	32.3	1 > 200
	May	101%	7.2	1	0	4	0	1245	0	\$ 32,001,517	101%	89%	93%	47%	1	11	7.0	5 > 400
Consecutive Months at Green		1	108	8	10	0	58	93	13	107	71	3	32	0	0	0	0	0
Metric Owner		O'Neill	Campbell	Dean	Dean	Dean	Campbell	Campbell	Dean	Peterson	Peterson	Peterson	Yerkes	Yerkes	Campbell	Howard	Howard	Howard

Metric	Explanation
Sewer Overflow	We had a four minor sewage spills in May. One spill occurred within our wastewater treatment plant, and was caused by a power loss at headworks. Three spills occurred in our collection system. Two were caused when a contractor broke a Low Pressure Force Main, and one was caused by a blown fuse in a low pressure control panel.
Capital Projects	The following projects continue to be behind schedule: Whispering Trails neighborhood sewer; Loxahatchee River Rd wastewater and IQ force main; Alt A1A bridge force main; Deep Bed Filters, 2018 lift station rehabs; and replacement of the Jupiter Ocean Racket Club wastewater forcemain.
Employee Safety	A member of our construction crew was struck by a small excavator being operated by a contractor while assisting with repair of a 2 inch low pressure force main repair. Our staff member was standing next to the excavation operating the Vac-Con suction tube to keep the excavation dry for repair. The force of the contact knocked our employee away from the excavation, but at the time the employee did not believe he was injured so he kept working. The incident was reported to our Safety & Compliance Officer at the end of the day. At noon the following day the employee stated he was in pain from the incident and that he would like to seek medical attention. After medical evaluation, the employee was placed on light duty. The employee has since returned to normal duty.
Lainhart Flows	Lainhart Dam minimum flow this month was 11 cfs. 7 of the first 10 days of the month flows were <35 cfs. Significant rains began increasing flows on May 11, and averaged 153 cfs for the month. I do not expect to see low flows for quite some while now that the watershed has been saturated by persistent, heavy rainfall.
Salinity	As extreme low flows were broken by significant rainfall events, subsequent runoff, including discharge from S-46, have caused the estuary to become more fresh (less salty) than seagrasses prefer. It is unusual to be red for flows too low and salinity too high, but these represent the beginning and end of May, respectively.
River Water Quality	Bacteria concentrations in the watershed were elevated this month due to the significant amount of rainfall and the associated runoff we experienced. Fecal coliform bacteria concentrations exceeded 400 cfu/100 ml at Station 95 (Jupiter Farms), 69 (Indiantown Rd @ NW Fork), 67 (Trapper Nelson's), 65 (Kitching Creek), and 72 (SW Fork).

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D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: Governing Board  
FROM: Administration Staff  
DATE: June 12, 2018  
SUBJECT: Consent Agenda

All items listed below are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board Member or citizen, in which event, the item will be removed and considered under the regular agenda.

This month's consent agenda consists of the following items:

- A. Preliminary Assessment – Jupiter Inlet Colony (2018-14) – to approve preliminary assesement
- B. Sewer Lining Contract – Gravity Services – to approve contract
- C. Sewer Lining Contract – Main Line – to approve contract
- D. GFA Testing Services Contract – to approve piggyback contract
- E. Fixed Asset Disposal – to approve disposal
- F. Letter of Support for Loxahatchee River Watershed Restoration Project Tentatively Selected Plan (Alt 5) – to approve letter of support
- G. Change Orders to Current Contracts – to approve modifications

Should you have any questions regarding these items, I would be pleased to discuss them further with you.

The following Motion is provided for Board consideration:

**“THAT THE GOVERNING BOARD approve the Consent Agenda of June 21, 2018 as presented.”**

Signed,

D. Albrey Arrington, Ph.D.  
Executive Director

J:\BOARD\Consent2018.docx

Gordon M. Boggie  
Board Member

Stephen B. Rockoff  
Board Member

James D. Snyder  
Chairman

Dr. Matt H. Rostock  
Board Member

Harvey M. Silverman  
Board Member

**TIMOTHY W. GASKILL**

*Business, Probate  
Family Litigation*

**DONALD R. SMITH**

*Personal Injury & Wrongful Death  
Commercial Litigation*

**CURTIS L. SHENKMAN**

*Board Certified Real Estate  
Attorney*

**BROOKEGROGAN**

*Attorney*

**BRANDON D. SMITH**

*Attorney*

**SMITH, GASKILL & SHENKMAN, P.A.**

**ATTORNEYS & COUNSELORS AT LAW**

**ESTABLISHED 1973**

11891 U.S. HIGHWAY ONE, SUITE 100

NORTH PALM BEACH, FLORIDA 33408

TELEPHONE (561) 622-2700 FACSIMILE (561) 622-2841

**Shenkman@LawPalmBeach.com**

**LEGAL ASSISTANTS**

**CIVIL TRIAL, PROBATE**

**AND FAMILY LAW**

KAREN M. BOYDEN-LOPATOSKY  
MINDY VASSER

**PERSONAL INJURY**

ROBIN B. MODLIN, CP  
BETH KOENIG

**REAL ESTATE**

JUDY D. MONTEIRO  
DENISE B. PAOLUCCI  
MELISSA KAJEEJIT

June 12, 2018

D. Albrey Arrington, Ph.D., Executive Director

Clint Yerkes, Deputy Executive Director

Loxahatchee River Environmental Control District

2500 Jupiter Drive

Jupiter, Florida 33458-8964

Re: Resolution 2018-14 and Preliminary Assessment Roll for JUPITER INLET COLONY

Dear Albrey & Clint:

Please attach to this letter Resolution 2018-14, Exhibit "A" Preliminary Assessment Roll, Map & most recent Exhibit "B" list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for JULY 19, 2018 Preparation is necessary of the Notice to be published and mailed out by Friday, JULY 13, 2018.

A SUGGESTED MOTION for the Board at the JUNE 21, 2018 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2018-14 adopting the JUPITER INLET COLONY Preliminary Assessment Roll."

Sincerely,

*Curtis L. Shenkman*

Curtis L. Shenkman

3368.403

**LRECD RESOLUTION NO. 2018-14**

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **JUPITER INLET COLONY** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **JUPITER INLET COLONY** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2013-03** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District” has authorized the sewer improvements to the **JUPITER INLET COLONY** Assessment Area in **PALM BEACH** County, Florida.

WHEREAS, the Governing Board has considered the presentation of the District Engineer and considered such recommendations to be in accordance with the requests and the best interests of the citizens of the District.

WHEREAS, the Governing Board has considered the improvements to be in accordance with the best interests of the citizens of the **JUPITER INLET COLONY** Assessment Area.

WHEREAS, the District’s previous Resolution **2013-03** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the District Clerk has prepared the Preliminary Assessment Roll attached hereto as Exhibits “A” and “B”.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE DISTRICT, THAT:

Section 1. The District adopts the Preliminary Assessment Roll in the form as attached hereto as Exhibits “A” and “B”.

RESOLUTION 2018-14  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **19<sup>th</sup> day of July, 2018** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

Section 3. During the Board of Adjustment hearing, such affected property owner may present information to the Governing Board in relation to his Special Assessment and the project, provided that such property owners must submit in writing to the District either prior to or at the time of said meeting of the Board of Adjustment their objections to the Special Assessment.

Section 4. The District Clerk is directed to obtain from the publisher of the newspaper(s) used for publication herein an affidavit confirming the publication of the Notice of the Hearing of the Governing Board as the Board of Adjustment as set forth herein.

Section 5. The District Clerk shall file Proof of Publication and Proof of Written Notice to the affected property owners at the Board of Adjustment hearing.

Section 6. Resolutions No. **2013-03 and 2018-14** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **July 19, 2018** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

Section 8. The District Clerk is directed to obtain from the publisher of the newspaper(s) used for publication herein an affidavit confirming the publication of the Notice of the Meeting of the Governing Board to confirm the Final Assessment Roll.

Section 9. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

RESOLUTION 2018-14  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 10. In the event that any portion of this Resolution is found to be unconstitutional or illegal, it shall be severed herefrom without affecting the validity or enforceability of the remaining portions of this Resolution.

Section 11. This Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS 21<sup>st</sup> day of **June, 2018.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

\_\_\_\_\_  
JAMES D. SNYDER

\_\_\_\_\_  
STEPHEN ROCKOFF

\_\_\_\_\_  
GORDON M. BOGGIE

\_\_\_\_\_  
HARVEY SILVERMAN

\_\_\_\_\_  
DR. MATT H. ROSTOCK

Cip/Proj/PrelimAsmt/Resolution

EXHIBIT "A"  
PRELIMINARY ASSESSMENT ROLL  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
**JUPITER INLET COLONY ASSESSMENT AREA**

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **JUPITER INLET COLONY** Assessment Area shall be **\$24,174.42** per parcel of property in the **JUPITER INLET COLONY** Area.

APPORTIONMENT OF COSTS BETWEEN THE DISTRICT AND THE PROPERTY OWNERS. The District shall pay from the District's general funds ten percent (10%) of the total cost to the District of construction, reconstruction, labor, materials, acquisition, or property rights, surveys, design, engineering, and legal fees, administration expenses, and all other expenses necessary or incidental to completion of the specially assessed improvement and each lot or parcel of land subject to this special assessment shall be responsible for ninety percent (90%) of the total cost.

PAYMENT OF ASSESSMENT. As to Parcels of **JUPITER INLET COLONY** Assessment Area Property in EXHIBIT "B", the **\$21,756.97** assessment may be paid, interest free, at the office of the District on or before May 1, 2019.

**Owners who do not pay the \$21,756.97 assessment on or before May 1, 2019 shall have the \$21,756.97 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2018, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$2,033.79, commencing with the November 1, 2019 Real Estate Tax Bill.**

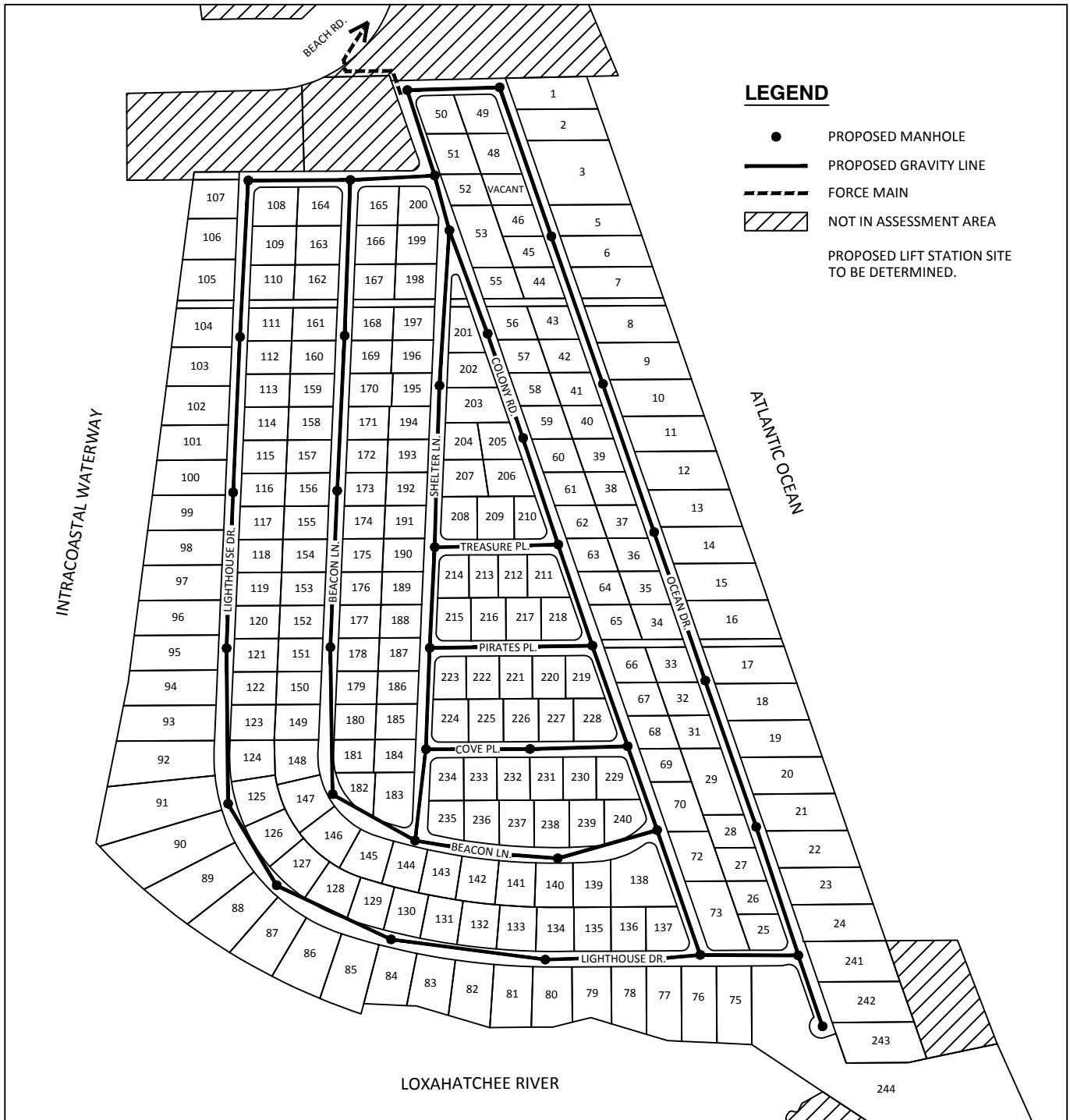
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: \_\_\_\_\_  
D. Albrey Arrington, District Clerk, Executive Director

# EXHIBIT "B"

## JUPITER INLET COLONY

### ASSESSMENT AREA



JUPITER INLET COLONY, FLORIDA



Mr. & Mrs. John Li  
1 Ocean Dr  
Jupiter FL 33469  
re: 1 Ocean Dr  
32-43-40-31-01-000-0010

Ms. Laura Grassi Tr  
9386 Amber Wood Dr  
Willoughby OH 44094  
re: 2 Ocean Dr  
32-43-40-31-01-000-0020

Mr. & Mrs. Vincent Bolling  
3 Ocean Dr  
Jupiter FL 33469  
re: 3 Ocean Dr  
32-43-40-31-01-000-0030

Mr. Roger Siboni  
5 Ocean Dr  
Jupiter FL 33469  
re: 5 Ocean Dr  
32-43-40-31-01-000-0050

Ms. Elizabeth Gannon  
6 Ocean Dr  
Jupiter FL 33469  
re: 6 Ocean Dr  
32-43-40-31-01-000-0060

Mr. & Mrs. Edward Mooney  
7 Ocean Dr  
Jupiter FL 33469  
re: 7 Ocean Dr  
32-43-40-31-01-000-0070

Mr. Stephen Hendrickson  
1 Charles St S PH 2A  
Boston MA 02116  
re: 8 Ocean Dr  
32-43-40-31-01-000-0080

Mr. & Mrs. Daniel Napoli  
340 Indian Trl Dr  
Franklin Lks NJ 07417  
re: 9 Ocean Dr  
32-43-40-31-01-000-0090

Asta Shaw Tr  
10 Ocean Dr  
Jupiter FL 33469  
re: 10 Ocean Dr  
32-43-40-31-01-000-0100

Mr. Robert Ritchie  
PO Box 3876  
Tequesta FL 33469  
re: 11 Ocean Dr  
32-43-40-31-01-000-0111

Mr. & Mrs. Justin Daniels  
12 Ocean Dr  
Jupiter FL 33469  
re: 12 Ocean Dr  
32-43-40-31-01-000-0112

Mr. & Mrs. Gregory O Hare  
13 Ocean Dr  
Jupiter FL 33469  
re: 13 Ocean Dr  
32-43-40-31-01-000-0130

Ms. Babe Rizzuto  
14 Ocean Dr  
Jupiter FL 33469  
re: 14 Ocean Dr  
32-43-40-31-01-000-0140

Mr. Earl Stewart Jr  
15 Ocean Dr  
Jupiter FL 33469  
re: 15 Ocean Dr  
32-43-40-31-01-000-0150

Mr. & Mrs. Michael Jacobs  
16 Ocean Dr  
Jupiter FL 33469  
re: 16 Ocean Dr  
32-43-40-31-01-000-0160

G&H Co LLC  
3000 Breton Ave SE  
Gr Rapids MI 49512  
re: 17 Ocean Dr  
32-43-40-31-01-000-0170

Mr. Alexander Castaldi  
18 Ocean Dr  
Jupiter FL 33469  
re: 18 Ocean Dr  
32-43-40-31-01-000-0180

Mr. & Mrs. Elbert Brown  
19 Ocean Dr  
Jupiter FL 33469  
re: 19 Ocean Dr  
32-43-40-31-01-000-0190

Mr. & Mrs. Malcolm Bourne Jr  
20 Ocean Dr  
Jupiter FL 33469  
re: 20 Ocean Dr  
32-43-40-31-01-000-0200

Mr. & Mrs. Robert Bentz  
21 Ocean Dr  
Jupiter FL 33469  
re: 21 Ocean Dr  
32-43-40-31-01-000-0210

Mr. & Mrs. William Rita  
22 Ocean Dr  
Jupiter FL 33469  
re: 22 Ocean Dr  
32-43-40-31-01-000-0220

Ms. Mary Brown Tr  
205 W Industrial Bvd  
Dalton GA 30720  
re: 23 Ocean Dr  
32-43-40-31-01-000-0230

Mr. & Mrs. Richard Bastin  
486 Mariner Dr  
Jupiter FL 33477  
re: 24 Ocean Dr  
32-43-40-31-01-000-0240

Mr. & Mrs. William Austin  
2 Tudor City Pl #11AS  
New York NY 10017  
re: 25 Ocean Dr  
32-43-40-31-01-000-0250

Mr. Fred Michael Jr  
26 Ocean Dr  
Jupiter FL 33469  
re: 26 Ocean Dr  
32-43-40-31-01-000-0260

Mr. & Mrs. Michael Dieffenbach  
27 Ocean Dr  
Jupiter FL 33469  
re: 27 Ocean Dr  
32-43-40-31-01-000-0270

Ms. Diana Miner  
28 Ocean Dr  
Jupiter FL 33469  
re: 28 Ocean Dr  
32-43-40-31-01-000-0280

Mr. & Mrs. J P Lawler  
29 Ocean Dr  
Jupiter FL 33469  
re: 29 Ocean Dr  
32-43-40-31-01-000-0290

Mr. & Mrs. John Sweeney  
31 Ocean Dr  
Jupiter FL 33469  
re: 31 Ocean Dr  
32-43-40-31-01-000-0310

BDH&R Inv. Co.  
9950 NW 160th Ave  
Morrison FL 32668  
re: 32 Ocean Dr  
32-43-40-31-01-000-0320

Mr. T Faiola/N Reddington  
33 Ocean Dr  
Jupiter FL 33469  
re: 33 Ocean Dr  
32-43-40-31-01-000-0330

Mr. & Mrs. N S Petkas  
34 Ocean Dr  
Jupiter FL 33469  
re: 34 Ocean Dr  
32-43-40-31-01-000-0340

Mr. Russell Bourne Jr  
35 Ocean Dr  
Jupiter FL 33469  
re: 35 Ocean Dr  
32-43-40-31-01-000-0350

Mr. & Mrs. Eugene Sacco Tr  
36 Ocean Dr  
Jupiter FL 33469  
re: 36 Ocean Dr  
32-43-40-31-01-000-0360

Ms. Fara Consiglio  
37 Ocean Dr  
Jupiter FL 33469  
re: 37 Ocean Dr  
32-43-40-31-01-000-0370

Ms. Grace Lenzi  
38 Ocean Dr  
Jupiter FL 33469  
re: 38 Ocean Dr  
32-43-40-31-01-000-0380

Mrs. Vlasta Pinkas  
39 Ocean Dr  
Jupiter FL 33469  
re: 39 Ocean Dr  
32-43-40-31-01-000-0390

Ms. Joan King  
40 Ocean Dr  
Jupiter FL 33469  
re: 40 Ocean Dr  
32-43-40-31-01-000-0400

Mr. & Mrs. Ronald Hodges  
41 Ocean Dr  
Jupiter FL 33469  
re: 41 Ocean Dr  
32-43-40-31-01-000-0410

Mr. & Mrs. George Baldwin  
42 Ocean Dr  
Jupiter FL 33469  
re: 42 Ocean Dr  
32-43-40-31-01-000-0420

Merton Trust  
70 Merton Rd  
Nampstead QC H3X1M5 CANADA  
re: 43 Ocean Dr  
32-43-40-31-01-000-0430

Ms. Jacquelyn Mulrow  
44 Ocean Dr  
Jupiter FL 33469  
re: 44 Ocean Dr  
32-43-40-31-01-000-0440

Mr. & Mrs. David DiGiallorenzo  
552 Brighton Wy  
Phoenixville PA 19460  
re: 45 Ocean Dr  
32-43-40-31-01-000-0450

Mr. Jeff Wojtowicz  
11743 Foxbriar Lake Trl  
Boynton Bch FL 33473  
re: 46 Ocean Dr  
32-43-40-31-01-000-0460

Mr. & Mrs. James Paxton  
1425 Elizabeth Ln  
Glenview IL 60025  
re: 47 Ocean Dr  
32-43-40-31-01-000-0470

Mr. Travis Thompson  
48 Ocean Dr  
Jupiter FL 33469  
re: 48 Ocean Dr  
32-43-40-31-01-000-0480

49 Ocean Dr LLC  
28 1/2 Williams St  
Clinton NY 13323  
re: 49 Ocean Dr  
32-43-40-31-01-000-0490

Jupiter Inlet Colony  
50 Colony Rd  
Jupiter FL 33469  
re: 50 Colony Rd  
32-43-40-31-01-000-0500

Mr. & Mrs. David DiGiallorenzo  
552 Brighton Wy  
Phoenixville PA 19460  
re: 51 Colony Rd  
32-43-40-31-01-000-0510

Mr. & Mrs. Arthur Landro  
52 Colony Rd  
Jupiter FL 33469  
re: 52 Colony Rd  
32-43-40-31-01-000-0520

Ms. Dorothy Kemp  
53 Colony Rd  
Jupiter FL 33469  
re: 53 Colony Rd  
32-43-40-31-01-000-0530

Mr. & Mrs. Francis Wiatr  
55 Colony Rd  
Jupiter FL 33469  
re: 55 Colony Rd  
32-43-40-31-01-000-0550

Ms. Diane Lee Tr  
56 Colony Rd  
Jupiter FL 33469  
re: 56 Colony Rd  
32-43-40-31-01-000-0560

Mr. & Mrs. Stephen Hurlbut  
1700 Clarendon Bvd #147  
Arlington VA 22209  
re: 57 Colony Rd  
32-43-40-31-01-000-0570

Ms. Jennifer MacKenzie  
2557 Antrim Cir  
Columbia TN 38401  
re: 58 Colony Rd  
32-43-40-31-01-000-0580

Mr. & Mrs. Dennis Shea Jr  
59 Colony Rd  
Jupiter FL 33469  
re: 59 Colony Rd  
32-43-40-31-01-000-0590

Ms. Janet Gardiner  
60 Colony Rd  
Jupiter FL 33469  
re: 60 Colony Rd  
32-43-40-31-01-000-0600

Ms. Judith Boudreau  
61 Colony Rd  
Jupiter FL 33469  
re: 61 Colony Rd  
32-43-40-31-01-000-0610

Mr. & Mrs. Richard Taber  
62 Colony Rd  
Jupiter FL 33469  
re: 62 Colony Rd  
32-43-40-31-01-000-0620

Ms. V Greist/A Parmelee  
63 Colony Rd  
Tequesta FL 33469  
re: 63 Colony Rd  
32-43-40-31-01-000-0630

Mr. Donald French  
64 Colony Rd  
Jupiter FL 33469  
re: 64 Colony Rd  
32-43-40-31-01-000-0640

Mr. & Mrs. Michael Davis  
65 Colony Rd  
Jupiter FL 33469  
re: 65 Colony Rd  
32-43-40-31-01-000-0650

Mr. & Mrs. David Galvin  
66 Colony Rd  
Jupiter FL 33469  
re: 66 Colony Rd  
32-43-40-31-01-000-0660

Mr. Alexander Bochain  
67 Colony Rd  
Jupiter FL 33469  
re: 67 Colony Rd  
32-43-40-31-01-000-0670

Mr. & Mrs. Michael Luetkemeyer  
68 Colony Rd  
Jupiter FL 33469  
re: 68 Colony Rd  
32-43-40-31-01-000-0680

Mr. & Mrs. Alfons Rauch  
69 Colony Rd  
Jupiter FL 33469  
re: 69 Colony Rd  
32-43-40-31-01-000-0690

Mr. & Mrs. Duncan McCurrach  
70 Colony Rd  
Jupiter FL 33469  
re: 70 Colony Rd  
32-43-40-31-01-000-0700

Mr. & Mrs. Saeed Khan  
72 Colony Rd  
Jupiter FL 33469  
re: 72 Colony Rd  
32-43-40-31-01-000-0711

Mr. & Mrs. Thomas Roberts  
74 Lighthouse Dr  
Jupiter FL 33469  
re: 74 Colony Rd  
32-43-40-31-01-000-0730

Mr. & Mrs. George Hines  
75 Lighthouse Dr  
Jupiter FL 33469  
re: 75 Lighthouse Dr  
32-43-40-31-01-000-0750

Mr. & Mrs. Brian Wright  
76 Lighthouse Dr  
Jupiter FL 33469  
re: 76 Lighthouse Dr  
32-43-40-31-01-000-0760

Mr. & Mrs. Paul Hanna  
77 Lighthouse Dr  
Jupiter FL 33469  
re: 77 Lighthouse Dr  
32-43-40-31-01-000-0770

Ms. Hilary Shane  
78 Lighthouse Dr  
Jupiter FL 33469  
re: 78 Lighthouse Dr  
32-43-40-31-01-000-0780

Mr. & Mrs. Alfredo Siani  
79 Lighthouse Dr  
Jupiter FL 33469  
re: 79 Lighthouse Dr  
32-43-40-31-01-000-0790

Mr. Jason Newsted  
3727 Buchanan St Fl 4  
San Francisco CA 94123  
re: 80 Lighthouse Dr  
32-43-40-31-01-000-0800

Mr. Walter Ungermann  
PO Box 395  
Jupiter FL 33468  
re: 81 Lighthouse Dr  
32-43-40-31-01-000-0811

Mr. Paul Smyth Tr  
82 Lighthouse Dr  
Jupiter FL 33469  
re: 82 Lighthouse Dr  
32-43-40-31-01-000-0812

Mr. & Mrs. Frank Moda  
83 Lighthouse Dr  
Jupiter FL 33469  
re: 83 Lighthouse Dr  
32-43-40-31-01-000-0821

Mr. Geoffrey Etherington III % Dopaco  
84 Lighthouse Dr  
Jupiter FL 33469  
re: 84 Lighthouse Dr  
32-43-40-31-01-000-0840

Trapp Ln Partners c/o Golan  
260 Locust  
Winnetka IL 60093  
re: 85 Lighthouse Dr  
32-43-40-31-01-000-0850

Mr. Jack Cassell  
86 Lighthouse Dr  
Jupiter FL 33469  
re: 86 Lighthouse Dr  
32-43-40-31-01-000-0860

Ms. P Brammer/D Williams  
87 Lighthouse Dr  
Jupiter FL 33469  
re: 87 Lighthouse Dr  
32-43-40-31-01-000-0870

Ms. Donna Devine Tr  
88 Lighthouse Dr  
Jupiter FL 33469  
re: 88 Lighthouse Dr  
32-43-40-31-01-000-0880

Mr. & Mrs. Joseph Howell  
1 Vista Rd  
Englewood CO 80113  
re: 89 Lighthouse Dr  
32-43-40-31-01-000-0890

Mr. Edward Fitts c/o Dopaco  
90 Lighthouse Dr  
Jupiter FL 33469  
re: 90 Lighthouse Dr  
32-43-40-31-01-000-0900

Ms. Nancy Gilbane  
91 Lighthouse Dr  
Jupiter FL 33469  
re: 91 Lighthouse Dr  
32-43-40-31-01-000-0910

Ms. Margaret Beyer  
92 Lighthouse Dr  
Jupiter FL 33469  
re: 92 Lighthouse Dr  
32-43-40-31-01-000-0920

Mr. Sean Smith  
93 Lighthouse Dr  
Jupiter FL 33469  
re: 93 Lighthouse Dr  
32-43-40-31-01-000-0930

Mr. George Stamos  
94 Lighthouse Dr  
Jupiter FL 33469  
re: 94 Lighthouse Dr  
32-43-40-31-01-000-0940

Mr. & Mrs. Scott Smith  
95 Lighthouse Dr  
Tequesta FL 33469  
re: 95 Lighthouse Dr  
32-43-40-31-01-000-0950

Mr. & Mrs. Lee Owen  
96 Lighthouse Dr  
Jupiter FL 33469  
re: 96 Lighthouse Dr  
32-43-40-31-01-000-0960

Mr. & Mrs. Thomas Kody  
8548 Georgetown Pike  
McLean VA 22102  
re: 97 Lighthouse Dr  
32-43-40-31-01-000-0970

Ms. Deborah Tabb  
9521 Newbridge Dr  
Potomac MD 20854  
re: 98 Lighthouse Dr  
32-43-40-31-01-000-0980

Mr. Louis Bragaw Jr  
99 Lighthouse Dr  
Jupiter FL 33469  
re: 99 Lighthouse Dr  
32-43-40-31-01-000-0990

Mr. F Svensson c/o A Svensson  
Box 160 72105  
Vasteras SWEDEN  
re: 100 Lighthouse Dr  
32-43-40-31-01-000-1000

Ms. L Landsmann/M Block  
101 Lighthouse Dr  
Jupiter FL 33469  
re: 101 Lighthouse Dr  
32-43-40-31-01-000-1010

Mr. & Mrs. Gary Haseley  
19669 Beach Rd #A  
Tequesta FL 33469  
re: 102 Lighthouse Dr  
32-43-40-31-01-000-1020

Mr. & Mrs. Richard Barfield  
103 Lighthouse Dr  
Jupiter FL 33469  
re: 103 Lighthouse Dr  
32-43-40-31-01-000-1030

Mr. Rikard Svensson  
Eriksgatan 6  
724 60 Vasteras SWEDEN  
re: 104 Lighthouse Dr  
32-43-40-31-01-000-1040

Mr. & Mrs. David Burt  
105 Lighthouse Dr  
Jupiter FL 33469  
re: 105 Lighthouse Dr  
32-43-40-31-01-000-1050

Mr. George Darville  
106 Lighthouse Dr  
Jupiter FL 33469  
re: 106 Lighthouse Dr  
32-43-40-31-01-000-1060

Ms. Elizabeth Rothermel  
107 Lighthouse Dr  
Jupiter FL 33469  
re: 107 Lighthouse Dr  
32-43-40-31-01-000-1070

Mr. & Mrs. Michael Berube Jr  
108 Lighthouse Dr  
Tequesta FL 33469  
re: 108 Lighthouse Dr  
32-43-40-31-01-000-1080

RR Onegia Spray Trust  
112 Wall St  
Torrington CT 06790  
re: 109 Lighthouse Dr  
32-43-40-31-01-000-1090

Mr. & Mrs. Stephen Doocy  
110 Lighthouse Dr  
Tequesta FL 33469  
re: 110 Lighthouse Dr  
32-43-40-31-01-000-1100

Mr. & Mrs. Paul Levinson  
111 Lighthouse Dr  
Jupiter FL 33469  
re: 111 Lighthouse Dr  
32-43-40-31-01-000-1110

Mr. & Mrs. Donald Slotkin  
112 Lighthouse Dr  
Jupiter FL 33469  
re: 112 Lighthouse Dr  
32-43-40-31-01-000-1120

Mr. & Mrs. John Evans Tr  
15 Spring Rd  
Marion MA 02738  
re: 113 Lighthouse Dr  
32-43-40-31-01-000-1130

Kimberlin Holdings  
158 Beacon Ln  
Jupiter FL 33469  
re: 114 Lighthouse Dr  
32-43-40-31-01-000-1140

Ms. Marie Rosner  
115 Lighthouse Dr  
Jupiter FL 33469  
re: 115 Lighthouse Dr  
32-43-40-31-01-000-1150

Mr. & Mrs. Charles O Shea  
135 Mineola Ave  
Pt Lookout NY 11569  
re: 116 Lighthouse Dr  
32-43-40-31-01-000-1160

Ms. Judith Moss  
117 Lighthouse Dr  
Jupiter FL 33469  
re: 117 Lighthouse Dr  
32-43-40-31-01-000-1170

Mr. Robert Sommerville  
118 Lighthouse Dr  
Jupiter FL 33469  
re: 118 Lighthouse Dr  
32-43-40-31-01-000-1180

Mr. Richard Smith  
119 Lighthouse Dr  
Jupiter FL 33469  
re: 119 Lighthouse Dr  
32-43-40-31-01-000-1190

Mr. & Mrs. David Chesser  
8206 Quito Pl  
Wellington FL 33414  
re: 120 Lighthouse Dr  
32-43-40-31-01-000-1200

Mr. & Mrs. Edward Hocevar  
121 Lighthouse Dr  
Jupiter FL 33469  
re: 121 Lighthouse Dr  
32-43-40-31-01-000-1210

Mr. & Mrs. Peter Provost  
122 Lighthouse Dr  
Jupiter FL 33469  
re: 122 Lighthouse Dr  
32-43-40-31-01-000-1220

Mr. & Mrs. Charles Neeld  
123 Lighthouse Dr  
Jupiter FL 33469  
re: 123 Lighthouse Dr  
32-43-40-31-01-000-1230

Mr. Allyn Harper Tr  
124 Lighthouse Dr  
Tequesta FL 33469  
re: 124 Lighthouse Dr  
32-43-40-31-01-000-1240

Mr. M Mandel/C Garbarino  
86 Glenlawn Ave  
Sea Cliff NY 11579  
re: 125 Lighthouse Dr  
32-43-40-31-01-000-1250

Mr. R Ashmore/C Campbell  
126 Lighthouse Dr  
Jupiter FL 33469  
re: 126 Lighthouse Dr  
32-43-40-31-01-000-1260

Tombar Investments LLC  
4257 SW Winslow St  
Pt St Lucie FL 34953  
re: 127 Lighthouse Dr  
32-43-40-31-01-000-1270

Mr. Mitchel Untracht  
128 Lighthouse Dr  
Jupiter FL 33469  
re: 128 Lighthouse Dr  
32-43-40-31-01-000-1280

Mr. & Mrs. Edward Mooney Jr  
7038 N Beach Dr  
Fox Point WI 53217  
re: 129 Lighthouse Dr  
32-43-40-31-01-000-1290

Mr. & Mrs. Stephen Pollard  
130 Lighthouse Dr  
Jupiter FL 33469  
re: 130 Lighthouse Dr  
32-43-40-31-01-000-1300

Mr. & Mrs. Christopher Sheridan  
131 Lighthouse Dr  
Jupiter FL 33469  
re: 131 Lighthouse Dr  
32-43-40-31-01-000-1310

Ms. Patricia Schinto  
132 Lighthouse Dr  
Jupiter FL 33469  
re: 132 Lighthouse Dr  
32-43-40-31-01-000-1320

Mr. Clyde Banner II Tr  
133 Lighthouse Dr  
Jupiter FL 33469  
re: 133 Lighthouse Dr  
32-43-40-31-01-000-1330

Ms. Sharon Seagren  
134 Lighthouse Dr  
Jupiter FL 33469  
re: 134 Lighthouse Dr  
32-43-40-31-01-000-1340

Mr. & Mrs. Brent Murray  
135 Lighthouse Dr  
Jupiter FL 33469  
re: 135 Lighthouse Dr  
32-43-40-31-01-000-1350

Mr. & Mrs. Kevin Deasy  
136 Lighthouse Dr  
Jupiter FL 33469  
re: 136 Lighthouse Dr  
32-43-40-31-01-000-1360

Mr. & Mrs. Eric Hinson  
137 Colony Rd  
Jupiter FL 33469  
re: 137 Colony Rd  
32-43-40-31-01-000-1370

Mr. Jason Newsted  
3727 Buchanan St FL 4  
San Francisco CA 94123  
re: 138 Beacon Ln  
32-43-40-31-01-000-1380

Mr. Walter Chudowsky % Moske  
5 Turkey Hill Cir  
Westport CT 06880  
re: 139 Beacon Ln  
32-43-40-31-01-000-1390

Mr. Cesare Palazzolo  
140 Beacon Ln  
Jupiter FL 33469  
re: 140 Beacon Ln  
32-43-40-31-01-000-1400

Inlet Colony LLC  
12961 Marsh Lndg  
Palm Bch Grdns FL 33418  
re: 141 Beacon Ln  
32-43-40-31-01-000-1410

Mr. & Mrs. Christian Thomas  
142 Beacon Ln  
Jupiter FL 33469  
re: 142 Beacon Ln  
32-43-40-31-01-000-1420

Mr. & Mrs. Jack Hailman  
143 Beacon Ln  
Jupiter FL 33469  
re: 143 Beacon Ln  
32-43-40-31-01-000-1430

Mr. Bertrand MacGowan  
144 Beacon Ln  
Jupiter FL 33469  
re: 144 Beacon Ln  
32-43-40-31-01-000-1440

Mr. E Malecka/C Sabbagh  
145 Beacon Ln  
Jupiter FL 33469  
re: 145 Beacon Ln  
32-43-40-31-01-000-1450

Ms. Virginia Roll  
146 Beacon Ln  
Jupiter FL 33469  
re: 146 Beacon Ln  
32-43-40-31-01-000-1460

Mr. Robert Holloway  
147 Beacon Ln  
Jupiter FL 33469  
re: 147 Beacon Ln  
32-43-40-31-01-000-1470

Mr. & Mrs. Justin Daniels  
148 Beacon Ln  
Jupiter FL 33469  
re: 148 Beacon Ln  
32-43-40-31-01-000-1481

Mr. R Busto/P Minelli  
149 Beacon Ln  
Jupiter FL 33469  
re: 149 Beacon Ln  
32-43-40-31-01-000-1490

Ms. Carmen Grainger  
150 Beacon Ln  
Tequesta FL 33469  
re: 150 Beacon Ln  
32-43-40-31-01-000-1500

Ms. Katherine Hensel  
151 Beacon Ln  
Jupiter FL 33469  
re: 151 Beacon Ln  
32-43-40-31-01-000-1510

Mr. & Mrs. John Pinkham  
152 Beacon Ln  
Jupiter FL 33469  
re: 152 Beacon Ln  
32-43-40-31-01-000-1520

Mr. & Mrs. Stephen Pollard  
130 Lighthouse Dr  
Tequesta FL 33469  
re: 153 Beacon Ln  
32-43-40-31-01-000-1530

Mr. Erwin Fischer  
154 Beacon Ln  
Jupiter FL 33469  
re: 154 Beacon Ln  
32-43-40-31-01-000-1540

Mr. & Mrs. Paul Smith  
155 Beacon Ln  
Jupiter FL 33469  
re: 155 Beacon Ln  
32-43-40-31-01-000-1550

Mr. & Mrs. John Minnoch  
156 Beacon Ln  
Jupiter FL 33469  
re: 156 Beacon Ln  
32-43-40-31-01-000-1560

Kimberlin Holdings  
158 Beacon Ln  
Jupiter FL 33469  
re: 157 Beacon Ln  
32-43-40-31-01-000-1570

Mr. & Mrs. Anthony Prosser  
158 Beacon Ln  
Jupiter FL 33469  
re: 158 Beacon Ln  
32-43-40-31-01-000-1580

Mr. & Mrs. John Evans  
159 Beacon Ln  
Tequesta FL 33469  
re: 159 Beacon Ln  
32-43-40-31-01-000-1590

Ms. Carole Fine  
160 Beacon Ln  
Jupiter FL 33469  
re: 160 Beacon Ln  
32-43-40-31-01-000-1600

Ms. Susan Grunke  
161 Beacon Ln  
Jupiter FL 33469  
re: 161 Beacon Ln  
32-43-40-31-01-000-1610

Sand & Sea Inv Inc  
3671 Hudson Mnr Ter 7C  
Bronx NY 10463  
re: 162 Beacon Ln  
32-43-40-31-01-000-1620

Mr. & Mrs. Jonathan Nemes  
163 Beacon Ln  
Jupiter FL 33469  
re: 163 Beacon Ln  
32-43-40-31-01-000-1630

Mr. & Mrs. Donald Werner  
744 Broad St #522  
Newark NJ 07102  
re: 164 Lighthouse Dr  
32-43-40-31-01-000-1640

Mr. & Mrs. Paul Lawler  
165 Beacon Ln  
Jupiter FL 33469  
re: 165 Beacon Ln  
32-43-40-31-01-000-1650

Mr. & Mrs. Taw Richardson  
PO Box 3091  
Jupiter FL 33469  
re: 166 Beacon Ln  
32-43-40-31-01-000-1660

Mr. Donald Werner  
744 Broad St #522  
Newark NJ 07102  
re: 167 Beacon Ln  
32-43-40-31-01-000-1670

Ms. Cynthia Pappaconstantinou  
168 Beacon Ln  
Jupiter FL 33469  
re: 168 Beacon Ln  
32-43-40-31-01-000-1680

Mr. & Mrs. Thomas Rodth  
169 Beacon Ln  
Jupiter FL 33469  
re: 169 Beacon Ln  
32-43-40-31-01-000-1690

Ms. Linda Rose  
170 Beacon Ln  
Tequesta FL 33469  
re: 170 Beacon Ln  
32-43-40-31-01-000-1700

Ms. Ellen Rankin Tr  
171 Beacon Ln  
Jupiter FL 33469  
re: 171 Beacon Ln  
32-43-40-31-01-000-1710

Mr. & Mrs. Anthony Cafero  
172 Beacon Ln  
Jupiter FL 33469  
re: 172 Beacon Ln  
32-43-40-31-01-000-1720

Mr. J Legerton/L Akiona  
173 Beacon Ln  
Jupiter FL 33469  
re: 173 Beacon Ln  
32-43-40-31-01-000-1730



Mr. George Hines  
174 Beacon Ln  
Jupiter FL 33469  
re: 174 Beacon Ln  
32-43-40-31-01-000-1740

Mr. & Mrs. Scott Oleksa  
1278 Clubview Bvd N  
Columbus OH 43235  
re: 175 Beacon Ln  
32-43-40-31-01-000-1750

Home Entity LLC  
1200 S Federal Hwy, 306  
Boynton Bch FL 33435  
re: 176 Beacon Ln  
32-43-40-31-01-000-1760

Ms. Pamela Vance  
177 Beacon Ln  
Jupiter FL 33469  
re: 177 Beacon Ln  
32-43-40-31-01-000-1770

Mr. & Mrs. Scott Baruch  
178 Beacon Ln  
Jupiter FL 33469  
re: 178 Beacon Ln  
32-43-40-31-01-000-1780

Mr. & Mrs. Malcolm Makin  
80 Grays Point Rd  
Charlestown RI 02813  
re: 179 Beacon Ln  
32-43-40-31-01-000-1790

Ms. Nancy Murphy  
180 Beacon Ln  
Jupiter FL 33469  
re: 180 Beacon Ln  
32-43-40-31-01-000-1800

Mr. & Mrs. Seumas Lobban  
181 Beacon Ln  
Jupiter FL 33469  
re: 181 Beacon Ln  
32-43-40-31-01-000-1810

US Bank c/o Select Portfolio Svc Inc  
3217 Decker Lake Dr  
Salt Lake City UT 84119  
re: 182 Beacon Ln  
32-43-40-31-01-000-1820

Mr. & Mrs. Robert Smith  
183 Beacon Ln  
Jupiter FL 33469  
re: 183 Beacon Ln  
32-43-40-31-01-000-1830

Ms. Colette Meyer  
184 Shelter Ln  
Jupiter FL 33469  
re: 184 Shelter Ln  
32-43-40-31-01-000-1840

Mr. & Mrs. James Bourgeois  
185 Shelter Ln  
Jupiter FL 33469  
re: 185 Shelter Ln  
32-43-40-31-01-000-1850

Mr. Donald Werner  
744 Broad St #522  
Newark NJ 07102  
re: 186 Shelter Ln  
32-43-40-31-01-000-1860

Mr. & Mrs. David Weinbaum  
2082 Beechwood Bvd  
Pittsburgh PA 15217  
re: 187 Shelter Ln  
32-43-40-31-01-000-1870

Mr. & Mrs. Michael Armato  
188 Shelter Ln  
Jupiter FL 33469  
re: 188 Shelter Ln  
32-43-40-31-01-000-1880

Wells Fargo Bank NA  
1 Home Campas  
Des Moines IA 50328  
re: 189 Shelter Ln  
32-43-40-31-01-000-1890

Sunset Rock LLC  
1471 Methuen St  
Dracut MA 01826  
re: 190 Shelter Ln  
32-43-40-31-01-000-1900

Mr. & Mrs. Wade Sjogren  
40 Marilyn St  
Bridgeton NJ 08302  
re: 191 Shelter Ln  
32-43-40-31-01-000-1910

Mr. & Mrs. John Mellusi  
192 Shelter Ln  
Jupiter FL 33469  
re: 192 Shelter Ln  
32-43-40-31-01-000-1920

Ms. Marion Johnson  
193 Shelter Ln  
Jupiter FL 33469  
re: 193 Shelter Ln  
32-43-40-31-01-000-1930

Mr. & Mrs. Andrew York  
1127 SW Myrtle Dr  
Portland OR 97201  
re: 194 Shelter Ln  
32-43-40-31-01-000-1940

Ms. Pamela Boker  
195 Shelter Ln  
Jupiter FL 33469  
re: 195 Shelter Ln  
32-43-40-31-01-000-1951

Mr. & Mrs. Douglas McCurrach  
196 Shelter Ln  
Jupiter FL 33469  
re: 196 Shelter Ln  
32-43-40-31-01-000-1960

Mr. Peter Cornwell  
197 Shelter Ln  
Jupiter FL 33469  
re: 197 Shelter Ln  
32-43-40-31-01-000-1970

Ms. Elizabeth Koby  
198 Shelter Ln  
Jupiter FL 33469  
re: 198 Shelter Ln  
32-43-40-31-01-000-1980

Mr. & Mrs. Peter Schlapkohl  
199 Shelter Ln  
Jupiter FL 33469  
re: 199 Shelter Ln  
32-43-40-31-01-000-1990

Mr. J Leonard/S Metaxas  
200 Colony Rd  
Jupiter FL 33469  
re: 200 Colony Rd  
32-43-40-31-01-000-2000

Mr. & Mrs. Jack Clark  
201 Colony Rd  
Jupiter FL 33469  
re: 201 Colony Rd  
32-43-40-31-01-000-2010

Mr. & Mrs. Barton Williams  
202 Colony Rd  
Jupiter FL 33469  
re: 202 Colony Rd  
32-43-40-31-01-000-2020

Mr. & Mrs. John Thompson II  
203 Colony Rd  
Jupiter FL 33469  
re: 203 Colony Rd  
32-43-40-31-01-000-2030

Mr. & Mrs. Joseph LaRosa  
204 Shelter Ln  
Jupiter FL 33469  
re: 204 Shelter Ln  
32-43-40-31-01-000-2040

Mr. & Mrs. Alexander Bondar  
113 Valencia Blvd  
Jupiter FL 33458  
re: 205 Colony Rd  
32-43-40-31-01-000-2050

Mr. Martin Gannon  
6 Ocean Dr  
Jupiter FL 33469  
re: 206 Colony Rd  
32-43-40-31-01-000-2060

Mr. & Mrs. Roderick Galbraith  
207 Shelter Ln  
Jupiter FL 33469  
re: 207 Shelter Ln  
32-43-40-31-01-000-2070

Guerini Maggi Fam Tr  
390 Heather Ln  
Miami FL 33149  
re: 208 Shelter Ln  
32-43-40-31-01-000-2080

Mr. & Mrs. Robert Kairalla  
209 Treasure Pl  
Jupiter FL 33469  
re: 209 Treasure Pl  
32-43-40-31-01-000-2090

Ms. Helen Buck Tr c/o C Buck  
46944 Eaker St  
Patomac Falls VA 20165  
re: 210 Colony Rd  
32-43-40-31-01-000-2100

Mr. & Mrs. Todd Hutchinson  
211 Colony Rd  
Jupiter FL 33469  
re: 211 Colony Rd  
32-43-40-31-01-000-2110

Mr. L Topper/M Savercool  
3605 Camp Mineolaa Rd  
Mattituck NY 11952  
re: 212 Treasure Pl  
32-43-40-31-01-000-2120

Mr. & Mrs. David Shula  
10805 Indian Trl  
Ft Lauderdale FL 33328  
re: 213 Treasure Pl  
32-43-40-31-01-000-2130

Mr. & Mrs. Aaron Spector  
214 Shelter Ln  
Jupiter FL 33469  
re: 214 Shelter Ln  
32-43-40-31-01-000-2140

Ms. Teresa Wentz  
215 Pirates Pl  
Jupiter FL 33469  
re: 215 Pirates Pl  
32-43-40-31-01-000-2150

Mr. Thomas DiSarno  
216 Pirates Pl  
Tequesta FL 33469  
re: 216 Pirates Pl  
32-43-40-31-01-000-2160

Mr. & Mrs. Daniel Lynch III  
217 Pirates Pl  
Jupiter FL 33469  
re: 217 Pirates Pl  
32-43-40-31-01-000-2170

Mr. & Mrs. John Shimer  
218 Pirates Pl  
Jupiter FL 33469  
re: 218 Pirates Pl  
32-43-40-31-01-000-2180

Mr. & Mrs. Kenneth Brammer  
219 Colony Rd  
Jupiter FL 33469  
re: 219 Colony Rd  
32-43-40-31-01-000-2190

Ms. Rose Molina  
717 S US Hwy 1 #505  
Jupiter FL 33477  
re: 220 Pirates Pl  
32-43-40-31-01-000-2200

Mr. & Mrs. Michael Blackmon  
221 Pirates Pl  
Jupiter FL 33469  
re: 221 Pirates Pl  
32-43-40-31-01-000-2210

Inlet Colony LLC  
12961 Marsh Lndg  
Palm Bch Grdns FL 33418  
re: 222 Pirates Pl  
32-43-40-31-01-000-2220

Mr. Justin Daniels  
223 Pirates Pl  
Jupiter FL 33469  
re: 223 Pirates Pl  
32-43-40-31-01-000-2230

Ms. Jeanne Blackmon  
224 Shelter Ln  
Jupiter FL 33469  
re: 224 Shelter Ln  
32-43-40-31-01-000-2240

Mr. & Mrs. David Ivers  
225 Cove Pl  
Jupiter FL 33469  
re: 225 Cove Pl  
32-43-40-31-01-000-2250

Chain Trust/S Dushas, TTEE  
226 Cove Pl  
Jupiter FL 33469  
re: 226 Cove Pl  
32-43-40-31-01-000-2260

Mr. & Mrs. Edward Kennedy  
227 Cove Pl  
Jupiter FL 33469  
re: 227 Cove Pl  
32-43-40-31-01-000-2270

Mr. Robert Kairalla  
228 Colony Rd  
Jupiter FL 33469  
re: 228 Colony Rd  
32-43-40-31-01-000-2280

Ms. Cindi Webster  
229 Colony Rd  
Jupiter FL 33469  
re: 229 Colony Rd  
32-43-40-31-01-000-2290

Mr. & Mrs. Michael Armato  
188 Shelter Ln  
Jupiter FL 33469  
re: 230 Cove Pl  
32-43-40-31-01-000-2300

Ms. Joyce Cook c/o G Cook  
823 Golf Ln  
Wheaton IL 60189  
re: 231 Cove Pl  
32-43-40-31-01-000-2310

Mr. & Mrs. Roy Periana  
232 Cove Pl  
Jupiter FL 33469  
re: 232 Cove Pl  
32-43-40-31-01-000-2320

Mr. & Mrs. Guy Keim  
233 Cove Pl  
Jupiter FL 33469  
re: 233 Cove Pl  
32-43-40-31-01-000-2330

Mr. & Mrs. Leslie Swensen  
234 Shelter Ln  
Jupiter FL 33469  
re: 234 Shelter Ln  
32-43-40-31-01-000-2340

Ms. Grace & Christine Lenzi  
235 Beacon Ln  
Jupiter FL 33469  
re: 235 Beacon Ln  
32-43-40-31-01-000-2350

Mr. Duncan McCurrach  
70 Colony Rd  
Jupiter FL 33469  
re: 236 Beacon Ln  
32-43-40-31-01-000-2360

Dr. & Mrs. D J Comerford III  
237 Beacon Ln  
Jupiter FL 33469  
re: 237 Beacon Ln  
32-43-40-31-01-000-2370

Mr. & Mrs. John Racioppo  
148 N Beacon Rd  
Hobe Sound FL 33455  
re: 238 Beacon Ln  
32-43-40-31-01-000-2380

Mr. & Mrs. David Austin  
239 Beacon Ln  
Jupiter FL 33469  
re: 239 Beacon Ln  
32-43-40-31-01-000-2390

Mr. & Mrs. Doug Manganelli  
2341 Orchard Crest Bvd  
Manasquan NJ 08736  
re: 240 Colony Rd  
32-43-40-31-01-000-2400

Mr. & Mrs. Harry Midgley  
241 Ocean Dr  
Jupiter FL 33469  
re: 241 Ocean Dr  
32-43-40-31-10-000-2410

Mr. & Mrs. Theodore Manziaris  
118 Dawlish Ave  
Toronto, ON M4N1H3 CANADA  
re: 242 Ocean Dr  
32-43-40-31-10-000-2420

Mr. M Flancbaum/S Rizzuto  
7 Yearling Path  
Colts Neck NJ 07722  
re: 243 Ocean Dr  
32-43-40-31-10-000-2430

Jup Inlet Bch Club  
PO Box 3821  
Jupiter FL 33469  
re: 244 Ocean Dr  
32-43-40-31-10-000-2440

# PROJECT: JUPITER INLET COLONY GRAVITY SEWERS

DATE: June 8, 2018

PROPERTIES SERVED: 239

Description	Cost	% of Total
<b>Engineering</b>	<b>\$ 800,688.72</b>	<b>13.66%</b>
AECOM - Hydraulic Study	\$ 37,843.53	0.65%
ARCADIS - Preliminary Engineering	\$ 86,098.91	1.47%
ARCADIS - Engineering Design	\$ 241,030.00	4.11%
ARCADIS - Permitting Services	\$ 21,220.00	0.36%
ARCADIS - Bidding Services	\$ 7,008.28	0.12%
ARCADIS - Construction Services	\$ 407,488.00	6.95%
<b>CONSTRUCTION - Giannetti</b>	<b>\$ 5,007,563.12</b>	<b>85.42%</b>
Giannetti - LRD	\$ 4,789,771.32	81.70%
Giannetti - Reapportioned from VOT	\$ 217,791.80	3.72%
<b>CONSTRUCTION - additional</b>	<b>\$ 15,605.99</b>	<b>0.27%</b>
Lift Station Cellular Communication	\$ 1,650.00	0.03%
Beach Road Overlay	\$ 13,955.99	0.24%
<b>PERMITS</b>	<b>\$ 2,300.00</b>	<b>0.04%</b>
PBCHD	\$ 500.00	0.01%
SFWMD Dewatering	\$ 1,800.00	0.03%
<b>RECORDING</b>	<b>\$ 871.60</b>	<b>0.01%</b>
Notice of Intent	\$ 445.30	0.01%
Final Assessment	\$ 426.30	0.01%
<b>MAILINGS</b>	<b>\$ 1,976.53</b>	<b>0.03%</b>
Reg Mail 3x239 @ \$0.50	\$ 358.50	0.01%
Certified Mail	\$ 1,618.03	0.03%
<b>LEGAL</b>	<b>\$ 32,240.78</b>	<b>0.55%</b>
Construction	\$ 10,009.24	0.17%
General Council	\$ 22,231.54	0.38%
<b>ADVERTISEMENTS</b>	<b>\$ 1,134.00</b>	<b>0.02%</b>
Bid	\$ 434.00	0.01%
Final Assessment	\$ 700.00	0.01%
<b>SUBTOTAL</b>	<b>\$ 5,862,380.74</b>	<b>100.00%</b>
<b>CREDIT</b>	<b>\$ (84,696.00)</b>	
per Interlocal Agreement Section 7C	\$ (54,000.00)	
Returned cellular radio telemetry unit (not used)	\$ (9,196.00)	
Change Order #8 (51 Colony)	\$ (21,500.00)	
<b>TOTAL SANITARY SEWER PROJECT COST</b>	<b>\$ 5,777,684.74</b>	
10% Paid by LRD	\$ 577,768.47	
<b>90% Paid by Assessed Properties</b>	<b>\$ 5,199,916.27</b>	
<b>Number of Assessed Properties</b>	<b>239</b>	
<b>Sanitary Sewer Assessment per Property</b>	<b>\$ 21,756.97</b>	

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D.  
Executive Director

FROM: Kris Dean, P.E.  
Director of Engineering Services

DATE: June 8, 2018

SUBJECT: Service Lateral Cleaning, TV Inspection and Lining Services: Contract Award

The current year budget includes \$175,000.00 for the rehabilitation of service laterals. This is an extension of Cleaning and Inspection efforts conducted in 2016.

The primary neighborhoods where these services will be directed are some of the oldest areas of the system. These include the area of Tequesta Dr. between Cypress Dr. and Seabrook Rd. This work is being coordinated with renewal of main lines, awarded by the Board in February, and recently completed in this area.

Prior inspections have identified defects in these systems and we have determined what areas are best remedied with lining. The project will significantly improve the condition of these systems and reduce the need for emergency repairs.

The District will be “piggy-backing” on a bid and contract awarded by the City of Largo to BLD Services, LLC.

A contingency is requested to cover items that are difficult to quantify until the inspection is completed, and to allow us to address some additional cases, as long as we have the contractor here.

The following motion is suggested for the Governing Board’s approval:

**“THAT THE DISTRICT GOVERNING BOARD authorize the “piggyback” of the City of Largo contract, and award of contract to BLD Services, LLC. for service lateral lining in accordance with their proposal dated May 30, 2018 in the amount of \$133,427.75.”**

**And**

**“THAT THE DISTRICT GOVERNING BOARD authorize a contingency amount not to exceed \$20,000.00.”**

Should you have any questions please advise.

Gordon M. Boggie  
Board Member

Stephen B. Rockoff  
Board Member

James D. Snyder  
Chairman

Dr. Matt H. Rostock  
Board Member

Harvey M. Silverman  
Board Member



May 30, 2018

**Proposal# BLD-180530**

Kris Dean, P.E.  
Director of Engineering  
Loxahatchee River District  
2500 Jupiter Park Dr  
Jupiter, FL 33458

**RE: Proposal for installation of 38 Full-Wrap Service Connection Seal + lateral liner.**

**BLD Services, LLC** proposes to furnish all necessary materials, labor, tools, equipment, supplies and the supervision necessary to perform the work outlined in the DESCRIPTION and the SCOPE OF WORK with the exception of those items that have been specifically addressed in this proposal.

**Scope of Work:** This work shall be performed in conjunction with the “PRICING SCHEDULE” and “TERMS & CONDITIONS” as outlined within this proposal

Item #	Description	Quantity	Unit	Unit \$	Total \$
34	Initial Service Lateral CCTV Inspection (4"-6") From Main, Up to 30 LF	38	EA	\$250.00	\$9,500.00
35	Service Lateral CCTV Inspection, from Main, Beyond Initial 30 LF	227	LF	\$0.25	\$56.75
38	CIPP Lateral Liner, 4" - 6" Dia. Up To 30 LF, with Main/Lateral Connection System	38	EA	\$2,950.00	\$112,100.00
39	CIPP Lateral Liner, 4" -6" Dia. Per LF Beyond Initial 30 Ft.	227	LF	\$10.00	\$2,270.00
52	Mobilization, > 1,200 LF or > 10 Lateral Liners per Task Order	1	EA	\$1.00	\$1.00
55	Maintenance of Traffic, City/County Minor/Residential	19	EA	\$500.00	\$9,500.00
<b>Estimated Project Total</b>					<b>\$133,427.75</b>

**Proposal Inclusions:**

- Certificate of Insurance with standard coverage
- Post-Installation video of scheduled repairs and mainlines

**Proposal Exclusions:**

- Premiums for special insurance coverage requirements
- Reinstatement / re-brushing of service connections
- Clean-Out installation

**Special Conditions:**

- General Contractor will be required to provide access to all manholes
- General Contract will be required to provide post videos of CIPP lining prior to mobilization for lateral identification
- General Contractor provide all traffic control devices and permits beyond typical traffic cones and signs carried by crew
- General Contractor will provide water meter if water requires metering at no cost for deposit or water to BLD

**Proposal Terms:**

- Payment due within 30 days of completion of BLD's portion of the project
- Partial monthly payments may be requested
- Proposal valid for 60 days

**Mutual Release of Consequential Damages:**

Neither party shall be liable to the other for consequential damages relating to or arising out of this Contract.

We appreciate the opportunity of submitting this proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,



Gordon Marshall  
Business Development  
[gordon@bdlc.net](mailto:gordon@bdlc.net)



**City of Largo  
Agenda Item 11****Meeting Date**  
**10/03/17****Presenter:** Jerald Woloszynski, P.E., City Engineer**Department:** ESD – Engineering Services Dept.**TITLE:****RENEWAL OF BID NO. 16-B-534, TRENCHLESS SANITARY AND STORM SEWER REHABILITATION TO BLD SERVICES, LLC, INSITUFORM TECHNOLOGIES LLC, JTV INC., KENNY CONSTRUCTION CO., LAYNE INLINER, LMK PIPE RENEWAL, LLC, AND MILLER PIPELINE CORPORATION**

The purpose of this memo is to obtain City Commission approval for the second optional renewal year of Bid No. 16-B-534, Trenchless Sanitary and Storm Sewer Rehabilitation with seven selected contractors. The City performs contract rehabilitation and repair of sanitary sewer, reclaimed water, and storm sewer systems through the use of annual purchase agreements (APA) with multiple contractors for trenchless pipe rehabilitation, manhole rehabilitation, traditional excavation, repair and restoration, pavement repair, and lift station repair. This APA is for trenchless pipe rehabilitation, which includes sewer pipe cleaning, inspection, grouting and lining services.

On November 3, 2015, the City Commission approved the award of Bid No. 16-B-534 for sanitary and storm sewer lining to eight firms. The agreement had a term of one year, with the option of two additional one year renewal periods. Seven contractors have indicated, in writing, that they wish to renew the agreement with the understanding that the extension will be subject to the same terms and conditions, including unit prices, as the original bid document. The eighth contractor is no longer in business. The seven contractors are:

- Bld Services, LLC
- Insituform Technologies, LLC
- JTV Inc.
- Kenny Construction Co.
- Layne Inliner
- LMK Pipe Renewal, LLC
- Miller Pipeline Corporation

(Continued on Page 2)

<b>Budgeted Amount:</b>	\$2,700,100.00	<b>Budget Page No(s):</b>	ESD-11 PW-22, ES-6	<b>Available Amount:</b>	\$2,700,100.00	<b>Expenditure Amount:</b>	\$0.00
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**Additional Budgetary Information:** See Page 2.

<b>Funding Source(s):</b>	Stormwater Wastewater	<b>Sufficient Funds Available:</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<b>Budget Amendment Required:</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<b>Source:</b>	N/A
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<b>City Attorney Reviewed:</b>	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	<b>Advisory Board Recommendation:</b>	<input type="radio"/> For <input type="radio"/> Against <input checked="" type="radio"/> N/A	<b>Consistent With:</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A	<b>Strategic Plan</b>
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<b>Potential Motion/ Direction Requested:</b>	I MOVE TO APPROVE/DISAPPROVE RENEWAL OF BID NO. 16-B-534, TRENCHLESS SANITARY AND STORM SEWER REHABILITATION TO BLD SERVICES, LLC, INSITUFORM TECHNOLOGIES LLC, JTV INC., KENNY CONSTRUCTION CO., LAYNE INLINER, LMK PIPE RENEWAL, LLC, AND MILLER PIPELINE CORPORATION.
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<b>Staff Contact:</b>	Lee Harris, P.E.	587-6713, x4408	lharris@largo.com
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<b>Attachments:</b>	Page 2
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June 12, 2018

Kris Dean, P.E.  
Director of Engineering  
Loxahatchee River Water District  
2500 Jupiter Park Dr  
Jupiter, FL 33458

**RE: Piggy-back of City of Largo Contract 14-C-46 with BLD Services, LLC.**

Kris;

On behalf of Jacob Trapani, Vice President BLD Services, LLC is pleased to offer Loxahatchee Rive Water District our existing contract with the City of Largo, Florida for sanitary sewer lateral lining. All terms conditions and pricing in the contract shall apply to both parties.

BLD Services, LLC looks forward to working with Loxahatchee River Water District.

Respectfully,

A handwritten signature in black ink that reads 'Gordon Marshall'.

Gordon Marshall  
Business Development

Cc: Jacob Trapani – Vice-President  
Cc: Mark Dalmau – Project Manager - Florida

the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 or 725.08, Florida Statutes, as applicable and as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06 or 725.08, Florida Statutes, as applicable and as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

35. Qualification of Bidders

A bidder may be required, before the award of any contract, to show to the complete satisfaction of the City that he has the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.

36. Disqualification of Bidders

Any or all proposals will be rejected if there is any reason for believing that collusion exists among the bidders, and participants in such collusion will not be considered in future proposals for the same work.

37. Licenses and Permits

The Contractor shall secure all licenses and permits and shall comply with all applicable laws, regulations and codes as required by the State of Florida, or by the City of Largo. The Contractor must fully comply with all Federal and State Laws and County and Municipal Ordinances and Regulations in any manner affecting the performance of the work.

38. Vendor Site Inspection and Evaluation

The City reserves the right to inspect the vendor's site prior to award or at any reasonable time throughout the contract period.

39. Request for Information

Information may be obtained from the Office of Management and Budget, (727) 587-6727, or from the individual listed on the IFB cover letter.

40. Provisions for Other Agencies

Unless otherwise stipulated by the bidder, the bidder agrees to make available to the Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under the proposal.

41. Applicable Law and Venue

This Invitation for Bid/Request for Qualifications/Request for Proposal shall be construed by and controlled under the laws of the State of Florida. Venue for the purposes of any suit, action or other

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D.  
Executive Director

FROM: Kris Dean, P.E.  
Director of Engineering Services

DATE: June 12, 2018

SUBJECT: Main Line Cleaning, TV Inspection and Lining Services: Contract Award

---

The District has implemented a TV inspection and gravity system renewal program targeting some of the oldest areas of our system and areas known to have issues. In 2016 a series of TV inspections in some of these areas was performed that identified several collection systems in need of service lateral and main line lining.

In February 2018 the Board awarded a contract to Hinterland Group, Inc. to perform scheduled lining in a portion of the District's collection system. The initial planned work is complete and we would like to proceed with additional work, originally scheduled for 2019, at this time. Funds for the additional work are available this year due to other projects falling behind schedule.

The February award allowed the District to "piggy-back" on a bid and contract awarded by Palm Beach County to Hinterland Group, Inc. in the amount of \$173,294.56, we are now requesting the award be reauthorized for an additional \$454,093.51 to complete the additional work.

The following motion is suggested for the Governing Board's approval:

**"THAT THE DISTRICT GOVERNING BOARD re-authorize the "piggyback" of Palm Beach County Rehab contract, and award of contract to Hinterland Group, Inc. for collection system Cleaning, TV Inspection and Lining in accordance with their proposal dated January 31, 2018 in the additional amount of \$454,093.51, based on the Palm Beach County contract pricing."**

**And**

**"THAT THE DISTRICT GOVERNING BOARD authorize an additional contingency amount not to exceed \$20,000.00"**

Should you have any questions please advise.

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Gordon M. Boggie  
Board Member

Stephen B. Rockoff  
Board Member

James D. Snyder  
Chairman

Dr. Matt H. Rostock  
Board Member

Harvey M. Silverman  
Board Member



## Quote

**Quote No:** 5-25-2018 Lox Option #2  
**Date:** 5/25/2018  
**Contract No.:** Piggy Back PBCWUD Project No. WUD 16-094R  
**Hinterland Group, Inc.:**  
 2051 W Blue Heron Blvd  
 West Palm Beach, FL 33404  
 561-640-3503

**Customer:**  
 Loxahatchee River District  
 Water Reclamation | Environmental Education | River Restoration  
 2500 Jupiter Park Drive, Jupiter, Florida 33458  
 Telephone (561) 747-5700

ITEM NO.	DESCRIPTION OF WORK	UNIT PRICE	QTY (EST)	MEAS	SCHEDULED VALUE
<b>NO.</b>	<b>BID ITEM (Furnish and Install with Appurtenances)</b>				
28	Gravity Sewer Main Cleaning and TV Inspection (6" through 12" Pipe)	\$1.25	12,305	L.F.	\$15,381.25
32	Mechanical Root and/or Grease Removal (12" pipe or smaller)	\$4.00	350	L.F.	\$1,400.00
34	Mechanical Tuberculation/Concrete Removal 12" pipe or smaller)	\$10.00	872	L.F.	\$8,720.00
40	Bypass pumping 4" through 10" Force Main	\$750.00	56	Day	\$42,000.00
41	Bypass pumping 12" through 16" Force Main	\$1,000.00	1	Day	\$1,000.00
48	Install CIPP Liner for 8" Gravity Sewer Main (up to 7.9')	\$26.00	9,879	L.F.	\$256,854.00
53	Install CIPP Liner for 10" Gravity Sewer Main ( 12' to 16' deep)	\$34.00	2,131	L.F.	\$72,454.00
56	Install CIPP Liner for 12" Gravity Sewer Main ( 12' to 16' deep)	\$42.00	295	L.F.	\$12,390.00
105	Maintenance of Traffic (M.O.T.)	\$1.00	12,305	L.F.	\$12,305.00
114	Pre-Construction Video	\$0.50	12,305	L.F.	\$6,152.50
121	Mobilization, 3.5%	3.50%		Each	\$15,745.76
122	Additional Work				
	* Easement Access \$11.00 Per L.F	\$11.00	881	L.F.	\$9,691.00
	<b>TOTALS</b>				<b>\$454,093.51</b>

Proposal Prepared By: Brett Konchak CIPP D.O.P.

Customer Acceptance:

\_\_\_\_\_  
Please Sign and Print Name.



# Loxahatchee River District

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D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: D. ALBREY ARRINGTON, Ph.D.  
Executive Director

FROM: CLINTON R. YERKES  
Deputy Executive Director

DATE: JUNE 11, 2018

SUBJECT: MATERIALS TESTING SERVICES CONTRACT

---

The District regularly uses materials testing services on our construction projects, either for our own construction crews and Engineering Department projects or small consultant projects. This testing typically consists of obtaining densities of soils, or concrete testing.

These services are covered by the CCNA selection process, which Jupiter has recently completed for "Construction Materials Testing Services". The GFA Contract was approved by the Town Council on April 11, 2018 and provides more specifics. The contract is available for review upon request.

GFA has successfully provided these services over the past few years under the prior Jupiter contract. This contract is for a 3-year period with a provision for an additional 3-year extension.

The attached letter from GFA approves District use of the Jupiter Contract. The Town has also consented to the District piggy-back of their contract. Individual purchase orders will be issued for specific projects and are billed according to the actual tests.

The following motion is suggested for Board approval:

**"THAT THE DISTRICT GOVERNING BOARD authorize the use of the GFA International, Inc. contract with the Town of Jupiter for provision of Construction Materials Testing Services in accordance with the Town of Jupiter Contract No. W1821A, for the period through April 16, 2021."**

Should you have any questions please contact me.

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Gordon M. Boggie  
Board Member

Stephen B. Rockoff  
Board Member

James D. Snyder  
Chairman

Dr. Matt H. Rostock  
Board Member

Harvey M. Silverman  
Board Member



**PORT ST. LUCIE**  
607 NW Commodity Cove  
Port St. Lucie, Florida 34986  
Phone: (772) 924-3575  
Fax: (772) 924-3580  
TEAMGFA.com

Mr. Clinton R. Yerkes, – Deputy Executive Director

May 11, 2018

**Loxahatchee River District**

2500 Jupiter Park Drive, Jupiter, Florida 33458

561-747-5700 ext. 104

561-747-9929 fax

[clint.yerkes@loxahatcheeriver.org](mailto:clint.yerkes@loxahatcheeriver.org)

**Subject: Master Services Agreement – Construction Materials Testing Services**

GFA Project Number 18-6104.00

**Reference: Town of Jupiter Contract W1821A**

Dear Mr. Yerkes:

**GFA International, Inc. (GFA)** appreciates the opportunity to become a part of your project team. We are proud of our commitment to maintaining the highest levels of customer service and client satisfaction, and respectfully submit the following for your consideration.

**SCOPE OF SERVICES and FEE SCHEDULE**

The general scope of services will be to support the Loxahatchee River District with construction materials testing and inspection services on an as-needed basis.

By way of this letter, GFA acknowledges that the District will "piggy-back" off of the above referenced contract with the Town of Jupiter (the "Contract") that was awarded through the CCNA process and remains current through **April 17, 2021**. This contract may be renewed at the end of the three (3) year term for three (3) year term for one successive three (3) year term beginning on the anniversary date of this contract. The contract unit rates and the terms and conditions of the Contract will apply to the services provided by GFA.

Billing will be for actual tests performed per the unit fee schedules presented in the Contract. The unit rates and/or hourly rates do not include any overtime work. Overtime work (scheduled for before 7:00 AM or going past 4:00 PM Monday through Friday, more than 8 hours in one day, more than 40 hours in one week, or anytime on Saturdays, Sundays, or Holidays), will be charged at the standard rate times 1.5. Technician Time will be charged in the event that the Contractor's work is not ready for testing/inspection upon arrival of GFA's representative, or if our minimum testing frequencies specified herein cannot be achieved.

GFA appreciates the opportunity to submit this proposal and looks forward to working with you as a member of the project team. Please contact the undersigned at (772) 924-3575 if you have any questions or comments.

Respectfully submitted,

**GFA International, Inc.**

CA# 4930

Thomas Montano, P.E.  
Branch Manager

# Loxahatchee River District

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D. Albrey Arrington, Ph.D., Executive Director

To: Governing Board  
From: Kara Peterson, Director of Finance and Administration  
Date: June 21, 2018  
Subject: Disposal of Fixed Assets

Whenever the District disposes of tangible personal property of a non-consumable nature we are required by Florida Statutes to bring the matter to the attention of the governing body. Therefore, consistent with our procedures, I request your authorization to dispose of the items listed below:

Tag #	F/A #	Description	Date Recorded	Acquired Value	Book Value
1807	ME56	Confined Space Ventilation Blower	09/30/88	\$ 569	\$ -
1836	ME119	Confined Space Ventilation Blower	09/30/90	572	-
<b>Total Assets to be Disposed</b>				<b>\$ 1,141</b>	<b>\$ -</b>

These items are no longer of use to the District and will be sold or scrapped.

In addition, with the completion of the Deep Bed Filter Project, the District will dispose of Filter Pump Station #1 as part of the R&R Disposal later in the year. The District has salvaged parts of the pump station that are still operational; these parts will be sold on GovDeals. These items are listed below:

Location	Description	Manufacturer
Filter Pump Station #1	Pump #1	Ingersoll-Dresser
Filter Pump Station #1	Motor #1	U.S. Motors
Filter Pump Station #1	Motor #1 (spare)	U.S. Motors
Filter Pump Station #1	Pump #2	Ingersoll-Dresser
Filter Pump Station #1	Motor #2	U.S. Motors
Filter Pump Station #1	Pump #3	Flow Serve
Filter Pump Station #1	Motor #3	U.S. Motors
Filter Pump Station #1	Pump #4	Ingersoll-Dresser
Filter Pump Station #1	Motor #4	U.S. Motors

If you have any questions, please feel free to contact me.

I offer the following motion for your consideration:

**“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property including fixed asset number ME56 and ME119 and the parts salvaged from Filter Pump Station #1 listed in the schedule above.”**

Gordon M. Boggie  
Board Member

Stephen B. Rockoff  
Board Member

James D. Snyder  
Chairman

Dr. Matt H. Rostock  
Board Member

Harvey M. Silverman  
Board Member



# Loxahatchee River District

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D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, EXECUTIVE DIRECTOR  
DATE: JUNE 12, 2018  
SUBJECT: LETTER OF SUPPORT FOR LOXAHATCHEE RIVER WATERSHED RESTORATION PROJECT (ALTERNATIVE 5)

A handwritten signature in blue ink, appearing to read "D. Albrey Arrington", is written over the "FROM:" line of the memorandum.

The attached letter is follow-up from an action item from our May Board Meeting. Staff fully support Alternative 5 as a means to achieve restoration of the National Wild & Scenic Northwest Fork of the Loxahatchee River.

Therefore, staff offer the following motion for your approval:

**“THAT THE GOVERNING BOARD authorize the Board Chairman to execute the attached letter of support for the US Army Corps of Engineers’ Loxahatchee River Watershed Restoration Project National Ecosystem Restoration Plan.”**

Gordon M. Boggie  
Board Member

Stephen B. Rockoff  
Board Member

James D. Snyder  
Chairman

Dr. Matt H. Rostock  
Board Member

Harvey M. Silverman  
Board Member

# Loxahatchee River District

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D. Albrey Arrington, Ph.D., Executive Director

June 15, 2018

Colonel Jason Kirk, District Commander  
U.S. Army Corps of Engineers  
701 San Marco Boulevard  
Jacksonville, FL 322207-8175

Dear Colonel Kirk,

I am writing to express the Loxahatchee River District's strong and unanimous support for Alternative 5 as the USACOE's Loxahatchee River Watershed Restoration Project National Ecosystem Restoration Plan (NERP) and encourage you to support it as the Tentatively Selected Plan (TSP). This plan has been years in the making, includes significant input from stakeholders, is based on monumental modelling efforts, and represents an effective and affordable solution to restore the ecological form and function of the National Wild & Scenic Loxahatchee River.

The Loxahatchee River District enthusiastically supports the NERP/TSP because it will improve base flows to the Loxahatchee River thus alleviating significant environmental degradation caused by saltwater intrusion. This plan also provides meaningful improvements to wetland function within the Loxahatchee River watershed and connectivity throughout the watershed. Based on the comprehensive analysis and input, we are certain this plan will restore the Loxahatchee River for current and future generations.

We applaud the US Army Corps of Engineers and the South Florida Water Management District for their expert and diligent efforts on this project as part of the Comprehensive Everglades Restoration Plan (CERP). We look forward to continued progress on this important project and stand ready to offer our assistance in any manner possible as this project moves through the CERP process.

Sincerely,

James D. Snyder  
Board Chairman

Copy: Lt. Colonel Jennifer Reynolds, Deputy District Commander, South Florida  
Federico Fernandez, Chairman, SFWMD Governing Board  
Ernie Marks, Executive Director, SFWMD

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D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: GOVERNING BOARD MEMBERS

FROM: CLINTON R. YERKES, DEPUTY EXECUTIVE DIRECTOR

DATE: JUNE 1, 2018

SUBJECT: LIFT STATION #54 DRIVEWAY FINAL CHANGE ORDER

---

The subject project has been completed and a final change order prepared. The new driveway provides ease of maintenance for District Personnel to service this station.

Upon installation of the driveway, the intersecting sidewalk was found to only be 4" thick and therefore incompatible with the new driveway. The attached change order provides for payment for a section of the 4" sidewalk to be removed and replaced with a 6" thick section.

The following motion is suggested for approval of this item:

**"THAT THE DISTRICT GOVERNING BOARD approved execution of the Final Change Order in the amount of \$1,395.00 to the Lift Station #54 contract with Sunshine Land Development."**

Should you have any questions, please contact me.

/dh

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Gordon M. Boggie  
Board Member

Stephen B. Rockoff  
Board Member

James D. Snyder  
Chairman

Dr. Matt H. Rostock  
Board Member

Harvey M. Silverman  
Board Member

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458  
(561) 747-5700 FAX (561) 747-9929

CHANGE ORDER # 1

DATE: May 17, 2018

PROJECT NAME: Lift Station 54 Driveway

OWNER: Loxahatchee River Environmental Control District

CONTRACTOR: Sunshine Land Design

THE FOLLOWING CHANGES: See attached details.

JUSTIFICATION: Sidewalk needs to be 6" thick

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE: \$15,091.45


Current Contract Price \$15,091.45

Contract Price due to this Change Order  
will be *increased by*: \$ 1,395.00

The New Contract Price including  
this Change Order will be: \$ 16,486.45

CHANGE TO CONTRACT TIME:

The DATE OF SUBSTANTIAL COMPLETION will be: Unchanged

APPROVED BY CONTRACTOR:  5-23-18  
Sunshine Land Design DATE

APPROVED BY ENGINEER:  5/30/18  
Director of Engineering Services DATE

APPROVED BY OWNER: \_\_\_\_\_  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT DATE



**From:** Mike Dexter  
**To:** [Joe Jesteadt](#); [Tim Taylor](#)  
**Cc:** [Kris Dean](#); [Rick Philbrick](#); [Lenny Giacovelli](#)  
**Subject:** RE: Lift Station 54 Sidewalk  
**Date:** Thursday, May 17, 2018 11:41:58 AM  
**Attachments:** [Mike Dexter.vcf](#)

---

Joe, Per our phone conversation this morning the cost to remove, haul and dispose of the existing sidewalk and replace with 3000 psi concrete with fiber is \$9.00 sf.. We are replacing 155 sf. which is a total cost of \$1395.00. The sidewalk and curbing will be complete today. Thanks-

**Mike Dexter**  
Sunshine Land Design  
Construction Manager

(772) 283-2648 Work  
(772) 260-9277 Mobile  
[mdexter@sunshinelanddesign.com](mailto:mdexter@sunshinelanddesign.com)  
[www.sunshinelanddesign.com](http://www.sunshinelanddesign.com)

**From:** Joe Jesteadt [<mailto:Joe.Jesteadt@lrecd.org>]  
**Sent:** Wednesday, May 16, 2018 3:12 PM  
**To:** Mike Dexter <[Mdexter@sunshinelanddesign.com](mailto:Mdexter@sunshinelanddesign.com)>; Tim Taylor <[Ttaylor@sunshinelanddesign.com](mailto:Ttaylor@sunshinelanddesign.com)>  
**Cc:** Kris Dean <[Kris.Dean@lrecd.org](mailto:Kris.Dean@lrecd.org)>; Rick Philbrick <[Rick.Philbrick@lrecd.org](mailto:Rick.Philbrick@lrecd.org)>; Lenny Giacovelli <[Lenny.Giacovelli@lrecd.org](mailto:Lenny.Giacovelli@lrecd.org)>  
**Subject:** Lift Station 54 Sidewalk

Mike it has come to our attention that the existing sidewalk is only 4" thick. Can Sunshine replace to 6" thick? **Sidewalk must extend at least the same width of proposed driveway.**

Please send pricing for sidewalk.

Thanks you,

Joseph Jesteadt  
Construction Coordinator  
Loxahatchee River District  
[2500 Jupiter Park Drive](#)  
[Jupiter, FL 33458-8964](#)  
[Joe.Jesteadt@lrecd.org](mailto:Joe.Jesteadt@lrecd.org)  
Office: [561-747-5700](tel:561-747-5700) Ext. 203  
Mobile: [561-262-0289](tel:561-262-0289)  
Fax: [561-747-9929](tel:561-747-9929)

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# Loxahatchee River District

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D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.   
DATE: JUNE 12, 2018  
SUBJECT: FISCAL YEAR 2018-2019 – BUDGET ASSUMPTIONS

Our budget season is upon us. Over the next four months, we will work through our budgeting process to develop, review, and approve our Fiscal Year 2018-2019 budget, which goes into effect on October 1, 2018. We are proceeding with the following schedule:

- June: Provide and review gross budget assumptions
- July: Provide and review budget matrix
- August: Provide and review draft budget in spreadsheet format
- September: Provide and review Final Draft Budget and approve Final Budget.

This month our goal is to review the gross assumptions that are being made as we formulate the FY 2018-2019 budget. Our major objective is to avoid surprising the Board with unanticipated, significant increases in the draft and final budget.

Assumptions are provided based on the key budget categories used in the budget matrix.

### **Salary & Wages –**

1. Number of Employees: Presently, the District has 81 full time employees. No new full time positions are proposed at this time.
2. Proposed Cost of Living Adjustment: The May consumer price index (CPI-U) was 2.8%, so I have included a 2.8% cost of living adjustment (COLA) for our employees to maintain their purchasing power given the present rate of inflation. This will be revised with the June figures, which will be released on July 12, 2018.
3. Proposed Merit Increase: I recommend the budget include 3.0% to be disbursed to employees exhibiting meritorious performance during their annual performance review process.

**Payroll Tax** – An increase proportional to the increase in salaries and wages will occur.

**Retirement** – An increase proportional to the increase in salaries and wages will occur.

**Employee Health Insurance** – The Gehring Group suggested we should anticipate an 8% increase in our health insurance premium. This is based on medical inflation and their knowledge of the industry.

**General Insurance** – Brian Cottrell, our insurance agent, suggested we anticipate a 6% increase in our Property, General Liability, Automobile Liability and Physical Damage, Workers Compensation, and Fiduciary Liability insurance premiums.

**Supplies & Expenses** – At this time I am not aware of any significant increases in this budget category.

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

**Utilities** – Good news: FPL has notified us of a proposed rate decrease of 2% to 4%. We will work with FPL to better understand the exact magnitude of the rate decrease, and will budget accordingly.

**Chemicals** – We presently anticipate chemical costs will increase less than 5% in FY 2017.

**Maintenance & Repair** – This budget category, which includes costs of maintaining and repairing District owned equipment and structures, is expected to decrease because we found we double budgeted approximately \$200,000 last year.

**Outside Services** – I expect this budget category to increase by less than 5%.

**Contingency** – We do not anticipate a significant change in our budgeted contingency amounts.

**Revenue** – Staff projections suggest total revenue will decrease from \$28,708,809 in FY 17-18 to \$24,067,000 in FY 18-19; a 16% decrease. The decrease is driven by the one-time payments we expect to receive in FY17-18 for Jupiter Inlet Colony sewerage assessment and the Jupiter Farms Elementary force main reimbursement. Excluding these one-time sources of revenue, our ‘normal’ revenues are projected to increase by approximately 2%.

Our Capital and Renewal & Replacement project estimates are under development and will be provided next month.

Many of these are coarse estimates that will be refined over the next two months. We look forward to further clarifying anticipated costs for next year and providing them to you in the budget matrix format next month. This is an important process, and we look forward to receiving your input.



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, EXECUTIVE DIRECTOR  
DATE: JUNE 12, 2018  
SUBJECT: FEMA AGREEMENT

As you will recall, Hurricane Irma impacted the District on September 10, 2017 and caused a significant recovery effort. I am pleased to inform you that Mr. Yerkes and Ms. Peterson have worked diligently seeking reimbursement of reimbursable costs from the Federal Emergency Management Agency (FEMA). Based on a careful review of actual expenses caused by Hurricane Irma, FEMA has agreed to reimburse the District \$185,729.83.

FEMA reimbursements of this sort are managed as a pass-through to the state of Florida. The reimbursement originates from the Department of Homeland Security, Federal Emergency Management Agency. The District will receive these funds from the Florida Division of Emergency Management under a "Federally-Funded Subaward and Grant Agreement" (see attached). Thus, the federal FEMA funds are passed through the State and received directly from Florida's Division of Emergency Management.

FEMA has agreed to reimburse the District \$185,729.83 for the following costs:

1. Payroll – overtime used during the storm event and during the recovery period as District staff worked to restore system function and damaged assets;
2. Equipment Use – use of trucks, permanent generators, and portable generators during and after the storm.

The District did not file a claim for any damages.

The grant agreement has been reviewed by staff and legal counsel. Curt deemed the agreement to be legally sufficient. Staff propose the agreement designate the following individuals with authority: Authorized Agent (Full Access) – Albrey Arrington; Primary Agent (Full Access) – Kara Peterson; Alternate Agent (Full Access) – Clint Yerkes.

I am pleased that we are able to recover these funds, and I offer the following motion for your approval:

**"THAT THE GOVERNING BOARD authorize the Board Chairman to execute the attached Federally-Funded Subaward and Grant Agreement, and designate Albrey Arrington as an Authorized Agent, Kara Peterson as a Primary Agent, and Clinton Yerkes as an Alternate Agent with regard to this Grant Agreement."**

**Contract Number:**

**FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	_____
Sub-Recipient's PA ID/FIPS Number:	_____
Sub-Recipient's unique entity identifier:	_____
Federal Award Identification Number (FAIN):	_____
Federal Award Date:	_____
Subaward Period of Performance Start and End Date (Cat A-B):	_____
Subaward Period of Performance Start and End Date (Cat C-G):	_____
Amount of Federal Funds Obligated by this Agreement:	_____
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	_____
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	_____
Federal award project description (see FFATA)	<u>Grant to Local Government for</u> <u>debris removal, emergency</u> <u>protective measures and repair or</u> <u>replacement of disaster damaged</u> <u>facilities</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security</u> <u>(DHS) Federal Emergency</u> <u>Management Agency (FEMA)</u>

Name of pass-through entity:	<u>Florida Division of Emergency</u> <u>Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd.</u> <u>Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.036 Public Assistance</u>
Whether the award is Research & Development:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>See by 44 C.F.R. 207.5(b)(4)</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and,  
 \_\_\_\_\_ (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

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

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

\_\_\_\_\_  
2555 Shumard Oak Blvd. Ste. 360

Tallahassee, FL 32399-2100

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

\_\_\_\_\_  
D. Albrey Arrington, Ph.D.

\_\_\_\_\_  
2500 Jupiter Park Drive

\_\_\_\_\_  
Jupiter, FL 33458

Telephone:

\_\_\_\_\_  
(561) 747-5700

Email: albrey@lrecd.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the FloridaPA.org website. Only the Authorized or Primary Agents identified on the Designation of Authority (Agents) in Attachment D may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. In order for a Project to be eligible for reimbursement, a modification to this agreement must be executed incorporating the Project as identified by number, budget, and scope of work. Projects not included by modification will be ineligible for funding, regardless of Federal approval for the Project.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Project List – Attachment A and Scope of Work, Deliverables and Financial Consequences – Attachment B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall **end six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.77, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for “allowable costs incurred during the period of performance.” In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement (“Budget and Project List”). The maximum federal reimbursement amount for the entirety of this Agreement is \_\_\_\_\_.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient in FloridaPA.org against a performance measure, outlined in Attachment B, Scope of Work, Deliverables, and Financial Consequences, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal

awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

#### (10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts.



The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements

and objectives of the Budget and Project List – Attachment A, Scope of Work – Attachment B, and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11)AUDITS

- a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R. §200.49, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”
- c. When conducting an audit of the Sub-Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. §200.50, GAGAS, “also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.
- e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.
- f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

#### (12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Project List – Attachment A, and Scope of Work – Attachment B.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment G – Public Assistance Program Guidance.

#### (13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A

review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

#### (18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the



solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,



ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

#### (19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget and Project List
- iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
- iv. Attachment C – Certification Regarding Debarment
- v. Attachment D – Designation of Authority
- vi. Attachment E – Statement of Assurances
- vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
- viii. Attachment G – Public Assistance Program Guidance
- ix. Attachment H – FFATA Reporting
- x. Attachment I – Mandatory Contract Provisions
- xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
- xii. Attachment K – Justification of Advance Payment

#### (20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment K – Justification of Advance Payment. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has

been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

#### (21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement, subject to the exhaustion of appeals, are due no later than thirty (30) days from notification by the Division of funds due. FEMA only allows thirty (30) days from deobligation for the funds to be repaid before it will refer the amount to the FEMA Finance Center (FFC) for collection.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by FEMA or any other source, upon determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient.

c. The Sub-Recipient understands and agrees that the Recipient may offset funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in FloridaPA.org.

d. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

e. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

#### (22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

**h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment C) for the Sub-Recipient agency and each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division’s obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

#### (23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(24) COPYRIGHT, PATENT AND TRADEMARK**

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:



i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of

enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### (28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

#### (29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### (30) SUSPENSION AND DEBARMENT

Per 2 C.F.R. 200.213 Suspension and debarment, non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:** \_\_\_\_\_

By: \_\_\_\_\_

Name and title: James D. Snyder, Chairman

Date: June 21, 2018

FEID# \_\_\_\_\_

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: Wesley Maul, Director

Date: \_\_\_\_\_

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: \_\_\_\_\_

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2017 (in effect for incidents declared on or after April 1, 2017)

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Public Assistance Program and Policy Guide, 2017 and approved Project Worksheet(s). Eligible work is classified into the following categories:

**Emergency Work**

Category A: Debris Removal

Category B: Emergency Protective Measures

**Permanent Work**

Category C: Roads and Bridges

Category D: Water Control Facilities

Category E: Public Buildings and Contents

Category F: Public Utilities

Category G: Parks, Recreational, and other Facilities

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

*NOTE: Section 200.331(a)(1) of 2 CFR, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included on pg. 1 of this subgrant agreement and in Exhibit 1 be provided to the Sub-Recipient.*



**Attachment A**  
**Budget and Project List**

**Budget:**

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4337			Sub-Recipient: Loxahatchee River Environmental Control District								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
382	B	Emergency Protective Measures, staff, generator	\$185,729.83	100	\$0.00	0	\$0.00	0	\$185,729.83	9/04/2017	3/09/2018
Total:			\$185,729.83		\$0.00		\$0.00		\$185,729.83		

## Attachment B

### SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

#### Scope of Work

Complete eligible Projects for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Attachment A, Budget and Project List of this Agreement will be modified as necessary to incorporate new or revised PWs. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

#### Deliverables

##### **Large Projects**

Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and contingent upon:

- Timely submission of Quarterly Reports (due 30 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) at least quarterly and supported by documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.
  - A. Affidavit. The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.
  - B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, state and local shares) will be withheld from payment until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's grant manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FloridaPA.org prior to release of final 5%, to include permits, policies & procedures, procurement and insurance documents.

**Small Projects**

Small projects will be paid upon obligation of the Project Worksheet. Sub-Recipient must initiate the Small Project Closeout in FloridaPA.org within 30 days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FloridaPA.org, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to Advance the form to the next queue for review.

**Financial Consequences:**

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, state and local requirements, the Division shall withhold a portion of the funding up to the full amount. Any funds advanced to the Sub-Recipient will be due back to the Division.

N/A

**Attachment C**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

**Contractor Covered Transactions**

- (1) The prospective subcontractor of the Sub-recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

**CONTRACTOR**

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Sub-Recipient's Name  
\_\_\_\_\_  
DEM Contract Number  
\_\_\_\_\_  
FEMA Project Number

## Attachment D

### DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FloridaPA.org system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the state team; a note should be entered in FloridaPA.org if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FloridaPA.org as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FloridaPA.org Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FloridaPA.org system within 12 hours of being notified or their account will lock them out. Each user must log in within a 60-day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1: "Authorized Agent"** – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

**Block 2: "Primary Agent"** – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FloridaPA.org. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

**Block 3: "Alternate Agent"** – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

**Block 4, 5, and 6: "Other"** (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between state and local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12: "Other"** (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FloridaPA.org.

<b>DESIGNATION OF AUTHORITY (AGENTS)</b> <b>FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM</b> <b>FLORIDA DIVISION OF EMERGENCY MANAGEMENT</b>	
<b>Sub-Grantee:</b> Loxahatchee River Environmental Control District	
<b>Box 1: Authorized Agent (Full Access)</b>	<b>Box 2: Primary Agent (Full Access)</b>
Agent's Name D. Albrey Arrington, Ph.D.	Agent's Name Kara Peterson
Signature	Signature
Organization / Official Position Executive Director	Organization / Official Position Director of Finance and Administration
Mailing Address 2500 Jupiter Park Drive	Mailing Address 2500 Jupiter Park Drive
City, State, Zip Jupiter, FL 33458	City, State, Zip Jupiter, FL 33458
Daytime Telephone (561) 747-5700	Daytime Telephone (561) 747-5700
E-mail Address albrey@lrecd.org	E-mail Address kara.peterson@lrecd.org
<b>Box 3: Alternate Agent (Full Access)</b>	<b>Box 4: Other-Finance/Point of Contact (Full Access)</b>
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
<b>Box 5: Other-Risk Mgmt-Insurance (Full Access)</b>	<b>Box 6: Other-Environmental-Historic (Full Access)</b>
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
<p>The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief &amp; Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.</p>	
<div style="border-top: 1px solid black; margin-top: 20px;"> <b>Sub-Grantee Authorized Agent Signature</b> </div> <div style="margin-top: 20px;">         June 21, 2018       </div> <div style="border-top: 1px solid black; margin-top: 5px;"> <b>Date</b> </div>	

<b>DESIGNATION OF AUTHORITY (AGENTS)</b> <b>FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM</b> <b>FLORIDA DIVISION OF EMERGENCY MANAGEMENT</b>	
<b>Sub-Grantee:</b> Loxahatchee River Environmental Control District <b>Date:</b> June 21, 2018	
<b>Box 7: Other</b> (Read Only Access)	<b>Box 8: Other</b> (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
<b>Box 9: Other</b> (Read Only Access)	<b>Box 10: Other</b> (Read Only Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
<b>Box 11: Other</b> (Read Only Access)	<b>Box 12: Other</b> (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Sub-Grantee's Fiscal Year (FY) Start: <b>Month:</b> October <b>Day:</b> 1	
Sub-Grantee's Federal Employer's Identification Number (EIN) 59 - 1455126	
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management	
Sub-Grantee's: FIPS Number (If Known) - -	

**NOTE:** This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.



## **Attachment E**

### **STATEMENT OF ASSURANCES**

- 1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
  - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
  - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
  - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Sub-Recipient further assures it will:
  - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.
  - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and local regulations.
  - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
  - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
  - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
  - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
  - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for

themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
  - i. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and
  - ii. by complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
  - i. create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
  - ii. return the property to its natural state as though no improvements had been contained thereon;
  - iii. furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
  - iv. provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
  - v. provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
  - vi. leave the demolished site clean, level, and free of debris;
  - vii. notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
  - viii. obtain all required permits;
  - ix. provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
  - x. comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
  - xi. comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and
  - xii. provide documentation of public notices for demolition activities.

- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
  - l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000<sup>00</sup> or more.
  - m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
  - n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 4) The Sub-Recipient agrees it will comply with the:
- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
  - b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
  - c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
  - d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
  - e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
  - f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
  - g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
  - h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
  - i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase

"Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The state's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.

- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
  - s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.
  - t. Provisions of all appropriate environmental laws, including but not limited to:
    - i. The Clean Air Act of 1955, as amended;
    - ii. The Clean Water Act of 1977, as amended;
    - iii. The Endangered Species Act of 1973;
    - iv. The Intergovernmental Personnel Act of 1970;
    - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
    - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
    - vii. The Fish and Wildlife Coordination Act of 1958;
    - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
    - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
  - u. The provisions of all Executive Orders including but not limited to:
    - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
    - ii. EO 11514 (NEPA).
    - iii. EO 11738 (violating facilities).
    - iv. EO 11988 (Floodplain Management).
    - v. EO 11990 (Wetlands).
    - vi. EO 12898 (Environmental Justice).
- 5) For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees

**FOR THE SUBGRANTEE/SUB-RECIPIENT :**

---

Signature

James D. Snyder, Chairman  
Printed Name and Title

June 21, 2018  
Date

## Attachment F

### Election of Participation in Public Assistance Alternative Procedures (PAAP) Pilot Program

Should the Sub-Recipient desire to utilize the Public Assistance Alternative Procedures provisions of the Sandy Recovery Improvement Act (Division B of P.L. 113-2), execution of a Supplemental Funding Agreement covering specific aspects of the Alternative Procedures Package is required of the Sub-Recipient prior to the payment of such funds by the State as the Recipient.

Payments processed under the Alternative Procedures provisions will be requested as an advance and are exempt from advance requirements covered by Section 216.181(16), Florida Statutes. They will, however, be treated as an advance for purposes of Requests for Reimbursement (RFRs) and satisfaction of the requirement that ninety percent (90%) of previously advanced funds must be accounted for prior to receiving a second advance.

In order to elect to participate in the PAAP program for one of the following options, you must read the Guidance found at <https://www.fema.gov/alternative-procedures> and then complete the required documents on the following pages. The documents can be found under the Permanent Work section of the webpage in editable .pdf format if preferred.

#### PAAP for Debris Removal (Category A) Required Documents:

- Public Assistance for Alternative Procedures Pilot Program for Debris Removal Acknowledgement  
[https://www.fema.gov/media-library-data/1504811965699-24dfda9ae3e22d450582563bdb62e0f1/APPENDIX\\_A\\_Revised\\_for\\_limited\\_sliding\\_scale\\_8-23-17.pdf](https://www.fema.gov/media-library-data/1504811965699-24dfda9ae3e22d450582563bdb62e0f1/APPENDIX_A_Revised_for_limited_sliding_scale_8-23-17.pdf)

#### PAAP for Permanent Work (Categories C-G) Required documents:

- Fixed Subgrant Agreement Letter  
[https://www.fema.gov/media-library-data/1388154577585-398aea786c6aedbd048c371270fd7b22/508\\_PA\\_Alternative\\_Procedures\\_Pilot\\_Program\\_Permanent\\_Work\\_Fixed\\_Subgrant\\_Agreement\\_Letter%2012-13-13.pdf](https://www.fema.gov/media-library-data/1388154577585-398aea786c6aedbd048c371270fd7b22/508_PA_Alternative_Procedures_Pilot_Program_Permanent_Work_Fixed_Subgrant_Agreement_Letter%2012-13-13.pdf)
- Public Assistance Alternative Procedures Pilot Program for Permanent Work Acknowledgement  
[https://www.fema.gov/media-library-data/1388155802544-11629c78f8308b5c4120deb135460129/PA\\_Alternative\\_Procedures\\_Pilot\\_Program\\_Permanent\\_Work\\_Acknowledgement%2012-13-13.pdf](https://www.fema.gov/media-library-data/1388155802544-11629c78f8308b5c4120deb135460129/PA_Alternative_Procedures_Pilot_Program_Permanent_Work_Acknowledgement%2012-13-13.pdf)

All PAAP Related Documents (guides, Fact Sheets, Standard Operating Procedures, FAQs, Archived Docs, etc.) may be found at: <https://www.fema.gov/media-library/assets/documents/115868>

*Note: PAAP Pilot Program Guide for Debris Removal (Version 5) published June 28, 2017 contains the following changes:*

The Public Assistance Alternative Procedures Pilot Program for Debris Removal has been extended for one year to June 27, 2018. As part of the extension, FEMA will only authorize the sliding scale provision in events with significant debris impacts. The other three provisions available under the Pilot remain unchanged.

For disasters declared on or after August 28, 2017, FEMA is limiting the usage of the pilot's sliding scale provision to high impact incidents that meet the following criteria: high concentration of localized damage;



large quantities of debris (over \$20M or 1.5 million cubic yards); and disasters declared very soon after the incident (8 days) to incentivize rapid debris removal.

This guide is applicable to disasters declared on or after June 28, 2017. The changes to the sliding scale provision are applicable to disasters declared on or after August 28, 2017. This version of the pilot guide supersedes the previous pilot guide for debris removal (V4) which was published June 28, 2016.

## Public Assistance Alternative Procedures Pilot Program for Debris Removal Acknowledgement

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program.

As a representative of the subrecipient, we elect to participate in the following:

- ☐ Accelerated Debris Removal - increased Federal cost share (sliding scale)
  - ☐ Recycling Revenue (subrecipient retention of income from debris recycling without a award offset)
  - ☐ One-time incentive for a FEMA-accepted debris management plan and identification of at least one pre-qualified contractor
  - ☐ Reimbursement of straight time force account labor costs for debris removal
1. The pilot is voluntary and the subrecipient must apply the selected alternative procedures to all of its debris removal subawards.
  2. For the sliding scale, the subrecipient accepts responsibility for any costs related to debris operations after six months from the date of the incident unless, based on extenuating circumstances, FEMA grants a time extension.
  3. The subrecipient acknowledges that FEMA may request joint quantity evaluations and details regarding subrecipient operations necessary to assess the pilot program procedures.
  4. All contracts must comply with local, state, and Federal requirements for procurement, including provisions of 2 CFR Part 200.
  5. The subrecipient must comply with all Federal, state and local environmental and historic preservation laws, regulations, and ordinances.
  6. The Office of Inspector General may audit any subrecipient and/or subaward.

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Signature of Subrecipient's Authorized Representative

Date

---

Printed Name and Title

---

Sub-Recipient Name

PA ID Number

☒ We elect to **not** participate in the Alternative Procedures for Debris Removal.

**FIXED SUBGRANT AGREEMENT LETTER**

DATE: \_\_\_\_\_

To Address:

To FEMA:

As a Public Assistance (PA) Sub-Recipient \_\_\_\_\_  
(PA ID \_\_\_\_\_), in accordance with Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, we agree to accept a permanent work subgrant based on a fixed estimate in the amount of \$\_\_\_\_\_ for subgrant number \_\_\_\_\_ (copy attached) under Disaster #\_\_\_\_\_. We accept responsibility for all costs above the fixed estimate.

We understand that by participating in this pilot program we will be reimbursed for allowable costs in accordance with 44 CFR § 13.22(b) – “Applicable cost principles”, the reimbursement will not exceed the fixed estimate. We also understand that by agreeing to this fixed estimate, we will not receive additional funding related to the facilities or sites included in the subgrant. We also acknowledge that failure to comply with the requirements of applicable laws and regulations governing assistance provided by FEMA and the PA alternative procedures pilot program guidance (such as procurement and contracting; environmental and historic preservation compliance; and audit and financial accountability) may lead to loss of Federal funding.

\_\_\_\_\_  
Signature of Sub-Recipient's Authorized Representative\_\_\_\_\_  
Date\_\_\_\_\_  
Printed Name and Title\_\_\_\_\_  
Signature of Grantee's Authorized Representative\_\_\_\_\_  
Date\_\_\_\_\_  
Printed Name and Title

**Public Assistance Alternative Procedures Pilot Program for Permanent Work  
Acknowledgement**

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program. As a representative of the Sub-Recipient, our agency understands the following:

1. We plan to participate in the following elements:

Subgrants based on fixed estimates, and as the Sub-Recipient, accept responsibility for costs above the estimate

Consolidation of multiple fixed subgrants into a single subgrant

FEMA validation of Sub-Recipient-provided estimates

Elimination of reduced eligible funding for alternate projects

Use of excess funds

Review of estimates by an expert panel for projects with a Federal share of \$5 million or greater

2. The pilot is voluntary, and a Sub-Recipient may participate in alternative procedures for one or more large project subgrants.

3. If the Sub-Recipient accepts a fixed subgrant estimate, the Sub-Recipient understands they are responsible for all costs greater than the fixed amount.

4. The Sub-Recipient agrees to notify the Grantee regarding the specific use of excess funds.

5. All contracts must comply with local, State, and Federal requirements for procurement, including provisions of 44 CFR Part 13.

6. The Office of Inspector General may audit any Sub-Recipient and/or subgrant.

7. EHP review must be completed for all subgrants, including cases where new scopes of work would require EHP compliance, before the subgrant scope of work is implemented. Failure to comply with this requirement may lead to loss of Federal funding.

8. The Sub-Recipient may submit appeals in accordance with 44 CFR§206.206. However, FEMA will not consider appeals solely for additional costs on fixed subgrants.

\_\_\_\_\_  
Signature of Sub-Recipient's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Sub-Recipient Name

\_\_\_\_\_  
PA ID Number

X We elect to **not** participate in the Alternative Procedures for Permanent Work.

## Attachment G

### PUBLIC ASSISTANCE PROGRAM GUIDANCE

#### **GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM (FloridaPA.org)**

Sub-Recipient s must use the Grantee's/Recipient's web-based project management system, FloridaPA.org, (available at [www.FloridaPA.org](http://www.FloridaPA.org)) to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FloridaPA.org system.

#### **PROJECT DOCUMENTATION**

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FloridaPA.org website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000<sup>00</sup> or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

#### **INTERIM INSPECTIONS**

Interim Inspections may be requested by the Sub-Recipient, on both small and large projects, to:

- i. conduct insurance reconciliations;
- ii. review an alternate scope of work;
- iii. review an improved scope of work; and/or
- iv. validate scope of work and/or cost.

Interim Inspections may be scheduled and submitted by the Recipient as a request in FloridaPA.org under the following conditions:

- i. a quarterly report has not been updated between quarters;
- ii. the Sub-Recipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;

- iii. requests for a Time Extension have been made that exceed the Grantee's/ Recipient's authority to approve; and/or
- iv. there are issues or concerns identified by the Recipient that may impact funding under this agreement.

## **PROJECT RECONCILIATION AND CLOSEOUT**

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and
- Copies of any Recipient time extensions.

### **Large Projects**

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG Chapter 2:VII.G and guidance provided at <http://www.fema.gov/alternative-procedures>.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

### **Small Projects**

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, described in the

PAPPG Chapter 3:IV.D, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

## **TIME EXTENSIONS**

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for Emergency Work is 6 months from the declaration date. The deadline for Permanent Work is 18 months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a time extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and
- The project timeline with the projected completion date

The State (FDEM) has the authority to grant limited time extensions based on extenuating circumstances or unusual project requirements beyond the control of the Sub-Recipient.

It may extend Emergency Work projects by 6 months and Permanent Work projects by 30 months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those funded under the PAAP Accelerated Debris Removal procedure and projects for temporary facilities.

With exception of debris removal operations funded under the Accelerated Debris Removal Procedure of the Alternative Procedures Pilot Program, FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA deobligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved

SOW and the completed work is distinct from the uncompleted work, FEMA only deobligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only deobligates the amount related to the facility that the Applicant did not restore.

Request should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline / project schedule in support of requested time
- Basis for time extension request:
  - Delay in obtaining permits
    - Permitting agencies involved and application dates
  - Environmental delays or limitations (e.g., short construction window, nesting seasons)
    - Dates of correspondence with various agencies
    - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
  - Specific details
- Other reason for delay
  - Specific details

Submission of a request does not automatically grant an extension to the period of performance. Without an approved time extension from the State or FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

## **INSURANCE**

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that If Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000<sup>00</sup>.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or deobligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.



The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

### **DUPLICATION OF BENEFITS**

The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

In the event the Recipient determines the Sub-Recipient has received duplicate benefits, the Sub-Recipient gives the Grantee/ Recipient and/or the Chief Financial Officer of the State of Florida, the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively, at law, or at equity, to recover such benefits.

### **COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS**

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

### **FUNDING FOR LARGE PROJECTS**

Although Large project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

- a) a Request for Reimbursement (available in FloridaPA.org);
- b) a Summary of Documentation (SOD) which is titled Reimbursement Detail Report in FloridaPA.org and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and
- c) the FDEM Cost Claim Summary Workbook (found in the Forms section of FloridaPA.org), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

## **ADVANCES**

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment. Notwithstanding Paragraph 9) Funding, in the Agreement, these payments are not bound by Section 216.181(16), Florida Statutes.

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via FloridaPA.org no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.
7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:
  - a) the Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
  - b) the Sub-Recipient must submit to the Recipient the budget supporting the request.
8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;
9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-

Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

### **DESIGNATION OF AGENT**

The Sub-Recipient must complete Attachment D by designating at least three agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

***NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.***

### **DUNS Q&A**

#### **What is a DUNS number?**

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

#### **Who needs a DUNS number?**

Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

#### **How do I get a DUNS number?**

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.

1-866-705-5711

#### **What do I need before I request a DUNS number?**

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

#### **How much does a DUNS number cost?**

There is no charge to obtain a DUNS number.

#### **Why does my institution need a DUNS number?**

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

**How do I see if my institution already has a DUNS number?**

Call the toll free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

**Should we use the +4 extension to the DUNS number?**

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

**Is there anything special that we should do for multi-campus systems?**

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

**Does the DUNS number need to be included on individual fellowship applications?**

Yes with one exception. It is the DUNS number of the sponsoring institution that should be put on the application. Individual Kirschstein-NRSA fellowships that propose training at Federal laboratories do not require a DUNS number.

What does the DUNS number have to do with the Central Contractor Registry (CCR), soon to be the Business Partner Network (BPN)?

Registration in the CCR is mandatory for anyone wishing to submit a grant application electronically through Grants.gov. Your organization will need a DUNS number in order to register in the CCR. The CCR is the central registry for organizations that have received Federal contracts. If your organization has received Federal contracts, it is already registered in the CCR, but this is a good opportunity to verify that your organization information is up to date. For more information about the CCR, please visit the CCR web site at: [www.ccr.gov](http://www.ccr.gov).

**What should we do if our institution has more than 1 DUNS number?**

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

**Does this apply to non-US organizations?**

Yes, this new requirement applies to all types of grantee organizations including foreign, non-profit, for profit as well as for state and Federal government agencies.

**Does this apply to non-competing progress reports?**

No. This new requirement applies only to competing applications.

**Are there any exceptions to the new DUNS number rules?**

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement. Also individual Kirschstein-NRSA fellowships that propose training at Federal laboratories do not require a DUNS number.

**Who at my institution is responsible for requesting a DUNS number?**

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

**Who do we contact if we have questions?**

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at [sswab@omb.eop.gov](mailto:sswab@omb.eop.gov).

**Substitute Form W-9**

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.

The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

## Attachment H

### FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) INSTRUCTIONS AND WORKSHEET

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

#### ORGANIZATION AND PROJECT INFORMATION

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$30,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: N/A – Do not Complete

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 185,729.83

OBLIGATION/ACTION DATE: \_\_\_\_\_

SUBAWARD DATE (if applicable): \_\_\_\_\_

DUNS#: 079234087

DUNS# +4: \_\_\_\_\_

\*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: Loxahatchee River Environmental Control District

DBA NAME (IF APPLICABLE): \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS ADDRESS: 2500 Jupiter Park Drive

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_  
ADDRESS LINE 3: \_\_\_\_\_  
CITY Jupiter STATE FL ZIP CODE+4\*\* 33458

PARENT COMPANY DUNS# (if applicable): N/A  
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.036

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: N/A  
ADDRESS LINE 2: \_\_\_\_\_  
ADDRESS LINE 3: \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

**CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:**

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
- Yes ☐ No ☒

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
- Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR"**

appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

#### TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion \_\_\_\_\_)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: James D. Snyder, Chairman

DATE: June 21, 2018



**Attachment I**  
**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 CFR Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

agency's Federal awards may include. Providing this information lets a potential applicant identify any requirements with which it would have difficulty complying if its application is successful. In those cases, early notification about the requirements allows the potential applicant to decide not to apply or to take needed actions before receiving the Federal award. The announcement need not include all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where applicants can see the terms and conditions. If this funding opportunity will lead to Federal awards with some special terms and conditions that differ from the Federal awarding agency's usual (sometimes called "general") terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions. For the same reason, the announcement should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may justify special terms on intellectual property, data sharing or security requirements).

3. *Reporting—Required.* This section must include general information about the type (e.g., financial or performance), frequency, and means of submission (paper or electronic) of post-Federal award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ (e.g., by report type, frequency, form/format, or circumstances for use) from what the Federal awarding agency's Federal awards usually require. Federal awarding agencies must also describe in this section all relevant requirements such as those at 2 CFR 180.335 and 2 CFR 180.350.

If the Federal share of any Federal award may include more than \$500,000 over the period of performance, this section must inform potential applicants about the post award reporting requirements reflected in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters.

#### G. FEDERAL AWARDING AGENCY CONTACT(S)—REQUIRED

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of this requirement is to be as helpful as possible to potential applicants, so the Federal

awarding agency should consider approaches such as giving:

i. Points of contact who may be reached in multiple ways (e.g., by telephone, FAX, and/or email, as well as regular mail).

ii. A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent during critical periods.

iii. Different contacts for distinct kinds of help (e.g., one for questions of programmatic content and a second for administrative questions).

#### H. OTHER INFORMATION—OPTIONAL

This section may include any additional information that will assist a potential applicant. For example, the section might:

i. Indicate whether this is a new program or a one-time initiative.

ii. Mention related programs or other upcoming or ongoing Federal awarding agency funding opportunities for similar activities.

iii. Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.

iv. Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it.

v. Include certain routine notices to applicants (e.g., that the Federal Government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal Government to the expenditure of funds).

[78 FR 78908, Dec. 26, 2013, as amended at 80 FR 43310, July 22, 2015]

#### APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3706). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR

Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid



for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

#### APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

##### A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

##### 1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's

accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

(3) Only mandatory cost sharing or cost sharing specifically committed in the project budget must be included in the organized research base for computing the indirect (F&A) cost rate or reflected in any allocation of indirect costs. Salary costs above statutory limits are not considered cost sharing.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other

**Attachment J**  
**DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT**

**The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:**

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

**The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:**

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

**Key Points that *must* be followed when Administering FEMA Grants:**

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.

- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.
- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

Loxahatchee River Environmental Control District  
Sub-Recipient Agency

June 21, 2018  
Date

Signature

James D. Snyder, Chairman  
Printed Name & Title

**Attachment K**  
**JUSTIFICATION FOR ADVANCE PAYMENT**

**RECIPIENT:**

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

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# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration


2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.   
DATE: JUNE 12, 2018  
SUBJECT: PROCUREMENT POLICY

District staff relies on our Procurement Policy for guidance and direction when purchasing goods, supplies, and services. The last revision to our Procurement Policy was approved by the Board in June, 2016. In the attached draft Procurement Policy, staff has made suggested revisions to our policy that clean up formatting, enhance organization, and improve the actual processes. Below I offer a summary of the more meaningful revisions to our Procurement Policy:

1. Section 1.01 clarified and expanded the Authority section of the policy.
2. Section 1.02 added a definition of Purchase Order and Purchase Requisition.
3. Section 1.03 added a new section clarifying authorization requirements.
4. Section 1.04 added a new section clarifying purchasing methods.
5. Section 1.05 added a new section clarifying our sales tax exemption.
6. Section 2.02(9) and 2.02(14) revised District policy to more accurately reflect reality, namely that notice of contract decisions and/or intended decisions will be made via our purchasing web page (<https://loxahatcheeriver.org/governance/purchasing-bids/>) and not by certified mail. We also revised the time requirements to file a protest to match those time requirements included in Florida Statute 120.57(3)(b).
7. Section 2.04 we expanded the list of transactions exempt from competitive procurement.
8. Section 2.04V we added text clarifying that the District may standardize products and included requirements for this process.
9. Section 2.04VI we added text clarifying that the District Governing Board may authorize departure from standards procurement procedures in certain instances.
10. Section 2.13 add a new section clarifying contract administration and signing authority on contracts.

A marked-up draft of our revised Procurement Policy is attached for your review. Kara and I believe the revised policy is an improvement; therefore, we offer the following motion for your consideration:

**“THAT THE DISTRICT GOVERNING BOARD ratify and approve the Loxahatchee River District’s Procurement Policy as of June 21, 2018.”**



Effective Date:

November 1, 2001

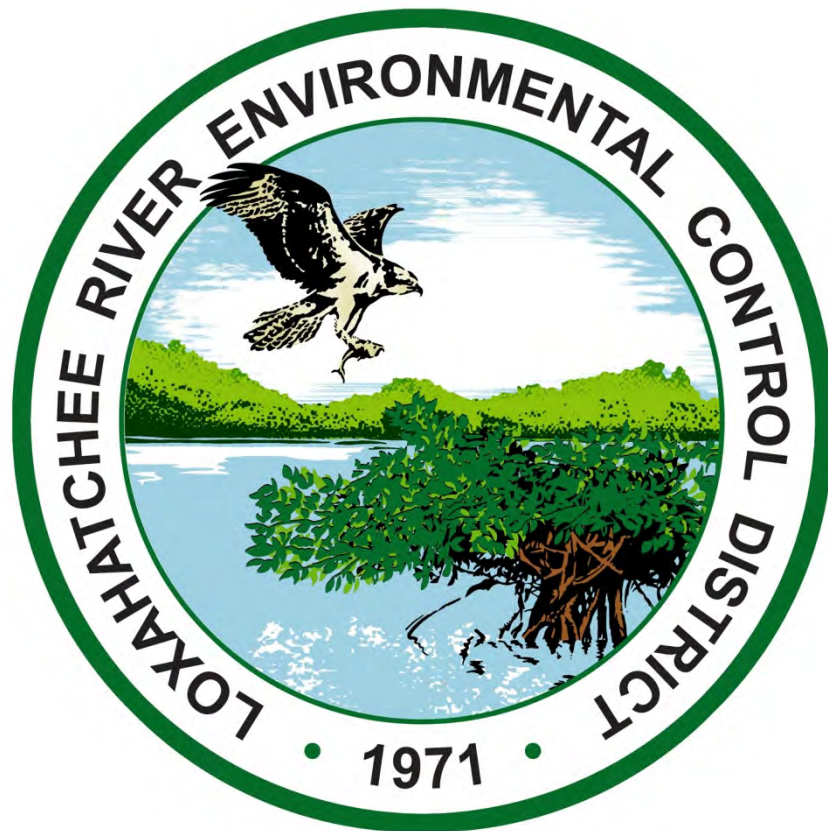
Revised – October 27, 2010

Revised – June 20, 2013

Revised – May 26, 2016

Revised – June 16, 2016

Revised – June 21, 2017 (DRAFT)



**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
PROCUREMENT POLICY**

## **1.0 EXECUTIVE SUMMARY**

The District's Procurement Policy was created to establish public confidence in the procurement process, ensure that all persons involved in the procurement process are treated fairly and equitably, and provide the District with quality, economical services and goods in a timely manner. The District strives to conduct the entire public purchasing process in an open and ethical manner, without conflicts of interest, favoritism, or the appearances of impropriety. To this end, while the District as an Independent, Multi-County sSpecial dDistrict is only required to comply with certain specified procurement provisions in the Florida Statutes, such as those governing public construction, auditor selection and consultants competitive negotiation, the District has further limited itself as described in this policy to ensure fair, equitable, and open procurements. The District's Procurement Policy centralizes purchasing in some instances to provides an effective central purchasing program that maximizes the value obtained by the District in the expenditure of public funds through free and open competition between the most qualified, responsive and responsible persons or firms interested in providing necessary goods and services to the District in a timely manner. As the District continues to grow, the need may arise and the District reserves the rights to waive, review, supplement, or rescind any policies or portion of the District's Procurement Policy from time to time as it deems appropriate. District Personnel will be notified of such changes to the District's Procurement Policy as they occur. This manual shall serve as a general guide, but specific questions or concerns related to construction contracts which are not addressed here should be directed to the Purchasing Principal. If necessary, the Purchasing Principal will seek guidance from relevant Department Directors and/or the Executive Director.

### **1.01 AUTHORITY**

The authority to procure and pay for goods or services for the District rests with the Executive Director and is carried out by the Deputy Executive Director for capital purchases. All purchases, other than capital purchases, shall be controlled by the Purchasing Division of the Finance Department. The Purchasing Agent shall be responsible for the functions of the purchasing process and make recommendations, when necessary to the Director of Finance, Deputy Executive Director, Executive Director, and/or the Governing Board. The authority to procure and pay for goods or services for the District rests with the Executive Director and is carried out by either the Deputy Executive Director for all capital purchases or the Purchasing Agent under the supervision of the Director of Finance and Administration for all other purchases in accordance with applicable laws, rules, regulations, policies and procedures relating to the expenditures of public funds.—The Purchasing Principal is the authorized representative of the District to procure materials for the District. In the Purchasing Agent's absence, the Warehouse Coordinator may procure materials on the District's behalf.

Before entering into any agreement, contract or arrangement that obligates the District to pay a sum of money or otherwise perform in some manner, proper purchasing procedures must be followed in accordance with the District's Procurement Policy. All District employees are required to follow the provisions of this Procurement Policy and shall not engage in any unauthorized purchase. Any District employee who intentionally or knowingly commits an

unauthorized purchase may be held personally liable for such purchase and/or be subject to disciplinary actions.

The following are unauthorized purchasing practices:

- A. Dividing purchases into multiple segments in an attempt to issue a single purchase orders below the dollar threshold requirements as established herein.
- B. Purchase of any supply(ies) or service(s) above the dollar threshold established herein directly from a vendor, bypassing the Purchasing Division.
- A.C. Committing to a purchase without issuance of an authorized Purchase Order, when one is required.
- B.D. Providing false information such as a false quotations.
- C.E. Adding unauthorized purchases to a previously approved Purchase Order without approval of the appropriate approval authority and subsequent modification of the Purchase Order.

District policy is to require pre-approval before purchases and avoid after-the-fact approval of purchases. Violation of this policy may result in discipline up to and including termination. Before entering into any agreement, contract or arrangement that obligates the District to pay a sum of money or otherwise perform in some manner, proper purchasing procedures must be followed in accordance with the District's Procurement Policy. No person, unless authorized by the Executive Director or Board, may make purchases or enter into any contract involving the use of District funds. The District's Board will not after the fact approve unauthorized purchases or contracts. Further, any person who intentionally (or knowingly) abrogates the District's policies and procedures may be held personally liable and accountable for any and all indebtedness and other incurred obligations arising from his/her actions.

## **1.02 DEFINITIONS**

- 1) Best – shall mean the highest overall value to the District based on objective factors that include, but are not limited to, price, quality, design, and workmanship.
- 2) Board – shall mean the Governing Board of the District.
- 3) Change Order —~~Change Order~~ is a written order amending an existing Purchase Order or Contract to correct errors, omissions, or discrepancies, to cover acceptable overruns and freight costs, to expand or reduce the scope of goods or services ordered, to expand or reduce contract duration, or to direct other changes in contract execution to meet unforeseen field, emergency, climatic, regulatory or market conditions.
- 4) Competitive Selection – shall mean the process of requesting and receiving two or more sealed bids, proposals, or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
- 5) Continuing Contract – A contract that allows for incremental execution using individual task orders.

- 6) Contract – Means (a) a deliberate verbal or written agreement between two or more competent parties to perform a specific act or acts; (b) any type of agreement regardless of what it is called for the procurement of goods, services, consultant services, or construction; and (c) a purchase order.
- 7) District – shall mean the Loxahatchee River Environmental Control District, a special district created by the Florida Legislature under Chapter 71-822, Special Acts of Florida 1971 and restated by codification in Chapter 2002-358, Laws of Florida.
- 8) Electronic posting or electronic post – shall mean the noticing of solicitations, or other matters related to procurement on a centralized Internet website designated by the District for this purpose.
- 9) Emergency Purchase – An expeditious purchase of goods, services, consultant services and/or construction to reduce an imminent or existing threat to the health, safety or welfare of persons or property within the District, as provided for in Section 2.06.
- 10) Invitation to Bid or ITB – shall mean a written or electronically posted solicitation for competitive sealed bids for the purchase of goods, services, and/or construction. The invitation for bid is used when the District is capable of specifically defining the scope of work for which the contractual service is required or when the District is capable of establishing precise specifications defining the actual commodity or group of commodities required.
- 11) Invitation to Negotiate or ITN – shall mean a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of goods or services.
- 12) Purchase Order or PO – is a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs, services, etc.
- 13) Purchase Requisition – serves to inform the Purchasing Department of the needs of a specific user and to correctly define the material or service requested, and is required for the purchase of any items not of an emergency nature and not covered under Petty Cash, P-Card, or Check Request.
- 12)14) Purchasing Principal – shall mean the Deputy Executive Director, or his/her designee for all capital procurements and procurement of CCNA (e.g., professional architectural, engineering, landscape architectural, or surveying and mapping) services, and the Purchasing Agent or his/her designee for all other procurements.
- 13)15) Request for Information or RFI – shall mean a written or electronically posted request made by an agency to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted by the District in the form of a binding contract.
- 14)16) Request for Proposal or RFP – shall mean a written or electronically posted solicitation for competitive sealed proposals for goods, consultant services, and/or other services. A Request for Proposals is used when it is not practicable for the District to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the District is requesting that a responsible vendor propose a commodity, group of commodities or contractual service to meet the specifications of the solicitation

document. Evaluation of a proposal or response is based on prior established criteria which involves more than price. The RFP shall provide the evaluation criteria and state the relative importance of price and applicable evaluation criteria.

- ~~15)~~17) Request for Quote or RFQ – shall mean an oral or written informal request for written pricing or services information from a vendor for goods or services.
- ~~16)~~18) Responsible vendor or bidder – means a vendor or bidder who has capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- ~~17)~~19) Responsive bid or responsive proposal or responsive reply – means a bid, proposal, or reply submitted by a responsible vendor that conforms in all material respects to the solicitation.
- ~~18)~~20) Responsive vendor or bidder – means a vendor or bidder that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- ~~19)~~21) Sole source – A sole source (aka single source) purchase exists when research has determined there is only one potential vendor for the good or service.
- ~~20)~~22) Substitution – shall mean a shipment of an item that materially conforms to the specifications, but is technically different from the item bid.
- ~~21)~~23) Warehouse Coordinator – The Warehouse Coordinator is the person currently holding the Warehouse Coordinator position with the District or his/her designee.

### **1.03 PURCHASING AUTHORIZATION LEVELS**

The purchase process is controlled by two components: (1) established policy dollar amounts and (2) approval authority. Dollar limit categories apply to the total amount to be purchased and/or the total amount to be expended over an initial contract term. Purchase approval authority thresholds apply to the established level of approving authority (e.g., Department Director, Purchasing Agent, Executive Director, or Governing Board). The originating department is responsible for completely and accurately preparing a Purchase Requisition. The Purchasing Department will generate a purchase order once the Purchase Requisition has been approved by the appropriate Department Director or their designee. In instances where one department has been assigned responsibility for a specific area of purchase for the entire organization, such as telecommunication services (Information Services) or vehicle repairs and maintenance (Engineering), the requirement that the affected officers must authorize the Purchase Order shall not apply.

Purchases shall not be divided so as to constitute multiple, smaller purchases to circumvent dollar limitations and requirements of this manual.

#### **Specific Approval Authority Levels**

The following matrix defines the parameters and thresholds, applicable to both individual transactions and aggregate amounts procured from a single vendor for a specific commodity or service, unless otherwise specified in this policy and procedure manual.

<u>Purchase Amount</u>	<u>Procurement Method</u>	<u>Procurement Procedure</u>	<u>Approval Authorization</u>
<u>Less than \$500</u>	<u>Petty Cash, Check Request, P-Card, Purchase Order</u>	<u>Single Quote or Relevant Pricing Information</u>	<u>Department Director</u>
<u>\$500-\$1,000</u>	<u>Purchase Order</u>	<u>Single Quote or Relevant Pricing Information</u>	<u>Department Director, Purchasing Principal</u>
<u>\$1,000.01-\$5,000</u>	<u>Purchase Order</u>	<u>Single Quote or Relevant Pricing Information</u>	<u>Department Director, Purchasing Principal, Executive Director</u>
<u>\$5,000.01-\$50,000</u>	<u>Purchase Order</u>	<u>Three Competitive Written Quotes</u>	<u>Department Director, Purchasing Principal, Executive Director</u>
<u>Greater than \$50,000</u>	<u>Purchase Order, Competitive Solicitation</u>	<u>Competitive Selection</u>	<u>Department Director, Purchasing Principal, Executive Director, Governing Board</u>

The following purchases are also coordinated through the appropriate Department:

1. Construction: Engineering
2. Engineering: Engineering
3. Fleet: Engineering
4. Technology: Information Services

*Note: All Capital Purchases shall be approved by the District Deputy Director or his or her designee.*

## **1.04 PURCHASING METHODS**

### **Petty Cash**

Petty Cash can be used by all departments for facilitating the transaction of District business, but shall not normally be authorized for purchases in excess of \$100, unless approved by the Director of Finance and Administration, or his/her designee.

The use of Petty Cash is limited to the following:

1. The purchase of items which are not ordinarily on hand in the District's inventory.
2. Small purchases made from vendors where issuance of a special check or processing through the purchasing cycle is not cost effective.
3. Meals for local seminars, conferences and other business meetings.
4. Toll receipts and mileage reimbursement.



#### 5. Employee reimbursement for other approved District purchases.

A Petty Cash Receipt Form must be filled out for all Petty Cash disbursements. The Petty Cash Receipt Form should have the date, a description of what the funds are being issued for, the total disbursed and signed by both the employee receiving and disbursing the Petty Cash.

### **Procurement Card**

Purchases using Procurement Cards (P-Cards) shall be made in accordance with these policies and procedures and those contained in the Purchasing Card Policies and Procedures Manual. P-Cards are a payment mechanism not a procurement mechanism; however, P-Cards may be used by an employee that has a frequent and recurring need to purchase supplies and services not to exceed \$500 per day from a single vendor without incurring prior specific approval. The District currently only has P-Cards in the form of Home Depot, Staples, Exxon, and Mobile credit cards. Open accounts with local vendors for miscellaneous supplies purchased in small quantities such as small tools, fasteners, auto parts, and food supplies are also considered P-Card purchases.

The department utilizing the P-Card is responsible for providing invoices, receipts, or other acceptable documentation signed by the appropriate Department Director or their designee to the Finance Department. All invoices or receipts shall be coded with the account number to be charged.

The Procurement Card may be used to pay for larger purchases, when it is in the best interest of the District. In these circumstances, all other procurement procedures apply.

The use of the District credit card must not circumvent purchase policies as established in this procurement policy manual. Personal use of any District credit card is strictly prohibited.

### **Purchase Requisition**

A Purchase Requisition is required for the purchase of all items not of an emergency nature and not covered under Petty Cash, P-Card, or Check Request. The Purchase Requisition serves to inform the Purchasing Department of the needs of a specific user and to correctly define the material or service requested. The Purchase Requisition is not an order, but merely the request for Purchasing to procure the item(s) or service(s) in accordance with established District purchasing policies and procedures.

A Purchase Requisition shall originate from the user and proceed to the Purchasing Department after receiving appropriate approvals. Depending on the items being purchased, additional approvals may be required. In those instances where one department has been assigned responsibility for a specific area of purchase for the entire organization, such as telecommunication services (Information Systems), vehicle repairs and maintenance (Engineering and Inspection), or warehouse stock (Finance and Administration) the requirement that the affected officers must authorize the purchase requisition shall not apply. Only the

Department Director who retains overall responsibility shall be required to approve the Purchase Requisition.

The Department Director shall be responsible for designating the proper account number and for insuring that sufficient funds and budget authority for their requirement are available. All requests for over-rides of a department budget must be approved by the Director of Finance and Administration.

A Department Director may, at his/her discretion, designate certain other employees to approve purchase requisitions. Persons so authorized should complete a Signature Authorization Sheet in the Finance and Administration Department. The using department must update these sheets whenever personnel changes occur.

The requesting department should anticipate their requirements and submit a requisition allowing ample time for Purchasing to complete action to secure the items needed at the time required. Rush or emergency orders shall be authorized on a case-by-case basis to avoid additional costs affiliated with expediting delivery.

Purchasing staff will review **each** Purchase Requisition for accuracy and compliance with established District purchasing policies and procedures. **A** Purchase Requisition may be corrected by the Purchasing Agent if deemed necessary. If information is incomplete the Purchase Requisition will be sent back to the requestor for more information. Once the Purchase Requisition is complete it will be converted into a Purchase Order.

Other items to remember when submitting a Purchase Requisition:

- a. Freight costs are to be included in the quotation: The standard terms and conditions of the District Purchase Order form includes the requirement that shipments are Free on Board (F.O.B.) destination, meaning the seller bears all risk until the goods are delivered to the District's specified destination (warehouse). During discussions with vendors, please remember to obtain the cost of any required freight to be included in the price. It is the District's goal not to pay freight charges if possible. **If the vendor will not include freight as a component of the item cost, then** the initiating department must include freight as a separate line item on the Purchase Requisition.
- b. All Purchase Requisitions requesting a Sole Source or otherwise non-competitive procurement, must have written justification submitted to the Purchasing Agent.
- c. New Vendors: All requisitions for a vendor not currently on the District's vendor list must state New Vendor on the Purchase Requisition. The name, address, city, state, zip code, phone number, fax number, and e-mail address, as well as a contact name of the vendor must be included.

## **Purchase Order**

A Purchase Order is a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs and services, etc. Purchase Orders will be issued by the Purchasing Principal after all required authorizations and requirements within this policy have been met.



A Purchase Order is prepared from an approved Purchase Requisition or Board authorized expenditure and shall be written so that it is concise and clear. This will prevent any unnecessary misunderstandings and correspondence with vendors. Each Purchase Order document includes standard terminology defining requirements for the vendor to follow which cover the following areas:

- a. Items are to be shipped F.O.B Destination, freight pre-paid. This requires that title to the goods remain with the vendor until delivery and acceptance. The vendor is responsible to pay damage claims.
- b. The District's tax-exempt information is provided.
- c. Purchase Order numbers should be included on all shipments and invoices.
- d. Required seller warranties are included.
- e. Sellers are required to indemnify the District for damages, losses and liabilities arising out of the operations of Seller pursuant to the Purchase Order specifically including but not limited to those caused by or arising out of a defective condition in the goods.
- f. Vendors are required to comply with Federal Fair Labor Standards and Equal Opportunity Orders.
- g. Florida law governs all purchases.

### **Open Purchase Order**

An Open Purchase Order may be issued when appropriate for standard recurring expenditures such as maintenance items or repetitive purchases from the same vendor. An Open Purchase Order does not encumber funds and is not necessarily tied to a specific account number. Open Purchase Orders must be covered by an approved contract, state bid or GSA schedule; unless annual expected expenditures of a single purchase transaction are less than \$5,000. Such items may be covered by an Open Purchase Order for the current fiscal year, provided the contract is in effect for the same period. For any contract or bid that carries over into the next fiscal year, the Open Purchase Order should initially be issued for goods/services through September 30 of that year. At the start of the next fiscal year a new Open Purchase Order should be issued for the remaining time on the contract. Planned purchases or tools, supplies, repair items, etc. should be purchased by a regular purchase order. All Open Purchase Orders require Executive Director Approval and an Open Purchase Order that exceeds \$50,000 requires approval from the Governing Board. The issuance of an Open Purchase Order subsequent to an approved or awarded contract does not require additional approval; however, the terms must be in accordance with the terms of the pre-approved or pre-awarded contract.

The Purchasing Agent will keep a list of all current Open Purchases Orders. If it is determined there is a need for a new Open Purchase Order an approved Purchase Requisition must be delivered to the Purchasing Agent.

The department utilizing the Open Purchase Order is responsible for providing invoices, receipts, or other acceptable documentation signed by the appropriate Department Director or their designee to the Finance Department. All invoices or receipts shall be coded with the Open Purchase Order number and account number to be charged.

## Purchase Order Changes

Purchase Orders may be revised to correct errors, omissions, or discrepancies; cover acceptable overruns and freight costs; and incorporate requirements to expend or reduce the scope of goods or services ordered. If a Department desires to change or cancel a Purchase Order after it has been encumbered, the Department must notify the Purchasing Agent in writing with a brief explanation of the change. Freight, shipping & handling charges and back-order related changes do not require an explanation.

Revisions that decrease the Purchase Order total do not require approval. Department Director approval is required if the amount of the change requested is greater than \$100. Executive Director approval is required if the original Purchase Order was for more than \$1,000 or if the change will make the total Purchase Order greater than \$1,000. See Section 2.07 if the original Purchase Order was awarded by Board action. Also, see Section 2.07 if the proposed changes to a Purchase Order will cause the total value to exceed \$50,000.00.

## Direct Purchases

Most District purchases originate with a Purchase Requisition and are authorized by a Purchase Order. However, there are certain circumstances where this process is unnecessarily cumbersome. In these situations, District purchases may be authorized for Direct Payment using a Check Request Form. A Check Request Form will be issued and original invoices reflecting signed approval by the Department Director, where required, attached and submitted to the Director of Finance and Administration or his/her designee. The current list of purchases approved for Direct Payment are listed below:

1. Utilities (electric, water, gas, etc.)
2. Telecommunications Services
3. Legal Services, including Court Reporters
4. General Liability, Property, Workers' Compensation and Flood Insurance Premiums
5. Life, Health, Dental, and Vision Insurance
6. Employee Benefits and Contracts with Third Parties for Payroll Deduction
7. Goods, Services, or Donations provided with Non-District Funds (Developer Deposits, Repayment of Maintenance Bonds, Scholarships, Pass-through Donation, etc.)
8. Customer Refunds
9. Debt Service Payments
10. Pension Payments
11. Unemployment Compensation
12. Tax Withholding Payments
13. Employee Garnishments
14. Sales Tax Payments
15. Land Purchases
16. Memberships, Subscriptions, and Publications
17. Professional Dues and Licenses
18. Seminar and Travel Expenses

- 19. Per Diem and Mileage Reimbursement
- 20. Employee Tuition Reimbursement
- 21. Petty Cash Reimbursement
- 22. Workers Compensation Claims
- 23. Investments
- 24. Postage
- 25. Recording Fees
- 26. Automobile License Plates
- 27. Advertisements
- 28. Licenses and Permits
- 29. Credit Card Merchant Service Fees
- 30. Credit Card Remittances
- 31. Other items as approved by the Director of Finance and Administration

### **1.05 SALES TAX EXEMPTION**

The District is exempt from paying Florida State Sales Tax. All employees who purchase goods or services on behalf of the District shall supply each vendor with a copy of the District's sales tax exemption certificate or number to avoid being assessed state sales taxes. Employees will not be reimbursed for the payment of state sales tax, except for travel outside the State of Florida and meals while traveling under Class "C" travel, where per diem is not issued.

The Sales Tax Exemption privilege is for the purchase of goods exclusively for use of the Loxahatchee River Environmental Control District. District employees are expressly prohibited from purchasing goods or supplies for personal use using the District's tax exemption certificate/number.

## **2.0 COMPETITIVE SOLICITATION REQUIREMENTS**

The District will comply with the competitive solicitation requirements of:

- Auditor Selection provided for in Section 218.391 of the Florida Statutes;
- Public Construction/Works provided in Section 255.20 of the Florida Statutes; and
- Consultants' Competitive Negotiation Act provided in Section 287.055 of the Florida Statutes.

District staff will endeavor to comply with the fundamental premise of fairness through implementation of the purchasing policy. Unless otherwise provided by law as cited above, competitive solicitation shall be used for the purchase of goods and services in accordance with the following process:

<b>Competitive Threshold Category</b>	<b>Purchase Dollar Amount (per item)</b>	<b>Process Requirement</b>
Category One	\$0 - \$5,000	Single Quote or Relevant Pricing Information
Category Two	\$5,000.01 - \$50,000	Three Competitive Written Quotes (RFQ)
Category Three	\$50,000.01 or more	Competitive Selection – ITB, ITN, RFI, RFP

The above chart represents the minimum procurement process requirements and the Purchasing Principal shall have discretion to determine whether a good or service requires a more comprehensive process (i.e. a determination that a particular good or service in Category One or Two requires additional quotes, a competitive sealed bid or RFP.) Purchases may not be structured into multiple transactions to fall into a lower Competitive Threshold Category.

[The Executive Director may execute multiple Purchase Orders for materials, supplies, and services to one vendor that equals or exceeds \\$50,000 cumulatively if said materials, supplies, and services are for separate projects.](#)

**The submittal of any verbal quote, written quote, response to bid or RFP constitutes an offer by the vendor.**

### **2.01 OBTAINING QUOTES**

- 1) For purchases of goods or services in Category One, the Purchasing Principal shall obtain at least one quote or relevant pricing information. Quotes may be obtained by any employee, but must be forwarded with the ~~requisite work order~~ [Purchase Requisition](#) to the Purchasing Principal for review and processing.
- 2) For purchases of goods or services in Category Two, the Purchasing Principal shall obtain through a request for quotes at least three written quotes. Each written quote should detail the quantity and description of the item purchased. Vendors must complete and return the written quote within the designated time period. The Purchasing Principal will then review

the quotes and obtain any necessary employee input relating to which vendor has submitted the best, responsive, and responsible quote meeting the specifications. Written quotes must have the name ~~and signature~~ of the individual person providing the quote. An email is an acceptable form of a written quote.

2)

- a. EXCEPTIONS: see Section 2.04
- 3) All purchase orders will be processed in accordance with Sections 2.0-2.03 to the lowest and/or best, responsive, responsible vendor meeting the specified requirements.
- 4) Substitution requires the approval of the Purchasing Principal prior to shipment. Any products delivered that do not meet specification, or substitute products shipping without prior approval, will be returned to the vendor at the vendor's expense. When a shipment or product is returned, the vendor must make immediate replacement with acceptable merchandise or the District may seek all available remedies for default.
- 5) The Director of Finance and Administration has the authority to join with other governmental entities in cooperative purchasing ventures when the best interests of the District would be served.

## **2.02 COMPETITIVE SELECTION**

The minimum procurement process for acquiring equipment, supplies, or service with a cost in Category Three is through invitation to bid ("ITB"), invitation to negotiate (ITN), request for information (RFI), or the request for proposals (RFP) process.

- 1) Invitation to Bid – Unless otherwise provided by law, the District shall publicly advertise an invitation to bid no less than ten (10) calendar days prior to the bid opening. The invitation to bid shall include a detailed description of the goods or services sought; the time and date for the submittal of sealed bids; the time and date of the public opening of submitted bids; the date for the District to award the bid; all contractual terms and conditions applicable to the contractual services or goods sought; and the criteria to be used by the District to determine the award of the bid. The public notice shall also include a reference to the protest provisions set forth in Section 2.02(14).
- 2) Invitation to Negotiate – see Section 2.03.
- 3) Request for Information – Unless otherwise provided by law, the District shall publicly advertise an RFI no less than fourteen (14) calendar days prior to the response opening. The request shall include a description of the information sought; the time and date for the submittal of responses; and the date for the District to review the responses. Responses to these requests are not offers and may not be accepted by the District in the form of a binding contract. Responses for these requests may be used by the District in determining its needs with regard to the good or service and in developing ITB, ITN, or RFP related to the purchase of the good or service.
- 4) Request for Proposals – Unless otherwise provided by law, the District shall publicly advertise an RFP no less than fourteen (14) calendar days prior to the proposal opening. The request shall include a detailed description of the services and/or qualifications sought; the

time and date for the submittal of proposals; the date for the District to select a proposal; all contractual terms and conditions applicable to the contractual services sought; and the criteria, which shall include, but need not be limited to, price, to be used in determining acceptability of the proposal. The public notice shall also include a reference to the protest provisions set forth in Section 2.02(14).

- 5) Bid Packages – Bid packages or requests for proposal shall be prepared with the appropriate terms and conditions and detailed specifications, including items to be bid, units, and total (or estimated) quantity desired, instructions for bidding, delivery information, and any special requirements for bidding. Where possible, the District's standard bid format should be used. Assigned dates and time for pre-bid meetings, if any, and for the public bid opening shall also be included. If the pre-bid conferences are mandatory, a representative from the bidder's firm shall be in attendance or its bid will be rejected. Bids and RFPs shall be publicly opened and read at the time designated in the documents. The timing of the release of sealed bids/proposals, as public records, will be in accordance with applicable law.
- 6) Bid/Proposal Submissions – A Bid/Proposal must be submitted on the District's forms, signed by a legal officer of the company, and provide all requested information; otherwise the Bid/Proposal is subject to being rejected.

**FAILURE TO PROPERLY EXECUTE THE OFFICIAL SIGNATURE PAGE OF THE BID/PROPOSAL MAY RESULT IN AUTOMATIC DISQUALIFICATION OF THE BID/PROPOSAL.**

The entire bid/proposal, including cover letter, all instructions, addenda, if any, and actual bid form must be returned intact. Further, all bids/proposals returned must be in envelopes, sealed, and clearly marked on the outside "SEALED BID" or "SEALED RFP." Failure to read or comply with the bids or RFPs general information will in no way relieve the bidder(s) from their liabilities arising in the bids/RFPs.

Any questions to an ITB or RFP must be provided in writing in accordance with the ITB or RFP requirements. All written questions shall be answered in writing and provided to all bidders/proposers in the form of addenda. All addenda issued shall be deemed part of the ITB or RFP.

- 7) Specifications – The preparation of specifications is the responsibility of the department requesting the proposed purchase, with the advice and assistance of the Purchasing Principal. Manufacturer's names, trade names, brand information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless the bid so stipulates. When the bid allows equal or equivalent products that conform to the required specifications, indicate on the bid form the manufacturer's name, model or catalog number as may be required. Submit with your bid complete descriptive literature and/or specifications as well as a detailed explanation of how the proposed items meet the specification. The District reserves the right to determine what is equal or equivalent. Bids which do not comply with these requirements are subject to rejection. If the bidder fails to name another equal or equivalent item(s), it will be assumed that the bidder is bidding on, and will be required to furnish, goods identical in every respect to the bid standard. Only one alternate per item number as close to specifications as possible

will be allowed. If more than one alternate on an item is submitted, the District will only consider one alternative that it determines is equal or equivalent and the remaining alternatives will not be considered.

All supplies and equipment offered and furnished must be new and of current production unless the request for product and/or bid specifically authorizes the use of used or recycled items. Remanufactured or reconstructed items are not considered new. In cases where the District requests bids for new equipment employing trade-ins or used equipment, a trade-in price quotation will be requested for the trade-in and separate price quotation without trade-in for the requested equipment. The District reserves the right to purchase equipment either with or without trade-in.

All goods called for in the bids or RFPs shall be delivered in good order F.O.B. destination, freight prepaid, inside delivery, within the time specified. Packing list must accompany all shipments.

- 8) Bid Bond/Performance and Payment (Public Construction) Bond – When bid bonds are required, the bid must be accompanied by a certified check or cashier's check, treasurer's check, or bank draft of any national or state bank (personal or company checks are not acceptable), or bid bond in the amount as specified in the bid documents.

The bid deposit must be made payable to the District as evidence of good faith and ensuring that the successful bidder will execute a contract in accordance with the terms, conditions and prices contained in the bid; and further ensuring that the successful bidder will provide a performance bond and payment bond within thirty (30) calendar days from the date of award of the contract, issued by a company qualified as a surety company to do business in the State of Florida. Such bond shall be for 100% of the contract amount. The bond shall extend as a guarantee bond for one year from the date of acceptance of the completed work. Should the successful bidder fail to provide such performance and payment bond within the prescribed time, the bid bond amount submitted with the bid shall be forfeited to the Board as liquidated damages.

Unless otherwise specified in the ITB, bid deposit checks or bonds (if requested) will be returned to the successful bidder following acceptance of a signed contract and receipt of the Public Construction Performance and Payment Bond. Bid deposit check and bonds (if requested) posted by the unsuccessful bidders will be released in accordance with the timeframes provided in the ITB.

Bids received without a bid deposit or with a bid deposit in an amount less than the required will be deemed non-responsive.

- 9) Bid/Proposal Selection – The District may select a bid and/or proposal upon any relevant criteria to the extent the invitation and/or request clearly provide the applicable evaluation criteria and state the relative importance of each. If the contract is to be awarded based on price, the contract must be awarded to the lowest qualified, responsible, responsive bidder/proposer in accordance with the applicable District resolution and applicable contract documents. This Section does not restrict the right of the District to reject the low bid of a nonresponsible or nonresponsive bidder and to award the contract to the next highest ranked



qualified and responsive bidder and/or the right of the District to reject all bids and rebid the project or elect not to proceed with the project. The Board reserves the right to waive minor formalities in any bid/proposal and to accept any bid/proposal which they consider to be in the best public interest. Once the bids and/or proposals are evaluated, the bids, proposals, and recommendations are forwarded to the Board for review, approval, and award. The District will provide notice of a decision or intended decision within ten (10) calendar days after bid or proposal opening where the 10-day period does not include the date of the notice or opening. Notice of such decisions or intended decisions will be made by electronic posting on the District's Purchasing web page (e.g., <https://loxahatcheeriver.org/governance/purchasing-bids/>).

The following is a listing of some common mistakes/problems that may result in bids being rejected. This is only a partial listing, therefore, the General Conditions and Special Terms and Conditions should be thoroughly reviewed before submitting a bid.

- a. Document not properly signed by an appropriate official.
- b. Failure to fill out the entire bid form in ink or typewritten.
- c. Failure to initial price changes.
- d. Taking exceptions to terms and conditions.
- e. Failure to meet the minimum requirements of the specifications.
- f. Failure to provide bid security, when required.
- g. Failure to provide all required information/documentation and complete all forms.
- h. Failure to deliver the bid in time to the proper location.
- i. Failure to sign and return all addenda, which have been issued.
- j. Failure to attend mandatory pre-conferences.

Awards will be made to the lowest and best responsive and responsible bidder as determined by the Board. The Board's decision will be final and conclusive.

- 10) Request to Withdraw Bid/Proposal – A request for withdrawal will be granted if received by the District in writing at any time before the bid opening. A request for withdrawal, if received by the District in writing at any time before execution of a contract with the bidder/proposer, may be granted by the Board.
- 11) Tie Bids – Unless the Bid or Request for Proposal stipulates criteria for determination of an award for tie bids the criteria below will be used when two or more vendors submit the exact same dollar amount as their bid offer, or if two or more firms are deemed equal with the respect to price, quality and service. In order of importance, the following criteria will be used to break a tie:
  - a. Drug Free Work Place – In accordance with Section 287.087, Florida Statutes, a drug-free workplace shall be given preference. In order to receive preference, a signed certification of compliance must be submitted with the bid response.



- b. Local Preference – When prices, quality and other considerations are essentially identical, the bidder with a place of business in Martin or Palm Beach County may be given preference.
  - c. Toss of the Coin.
- 12) Bidders Liability – Should any bidder fail to enter into any contract with the District on the basis of the submitted bid by said bidder, bidder acknowledges that bidder shall be liable to the District for the costs to re-bid as well as the difference between such bid price and the price the District pays to secure the merchandise from another source. Failure to pay said amount to the District upon demand shall result in the bidder being debarred and therefore, ineligible to submit Bids, proposals, or quotes to the District for a period of not less than three (3) years from date of infraction.
- 13) Tax Savings Program – In order to limit the Florida Sales Tax upon a project and pursuant to Florida Statutes, and particularly Rule 12 A-1.094 (3), Florida Administrative Code, purchases under this procedure shall be exempt from competitive procurement.
- a. The District shall issue a Certificate of Entitlement to the Contractor certifying: (1) that the materials and supplies purchased will become part of a public facility; and (2) that the District will be liable for any tax, penalty or interest due should the Department of Revenue later determine that items purchased do not qualify for exemption.
  - b. District shall provide to Contractor a requisition form to be utilized for purchase of those supplies, materials and equipment (SME) described herein. District reserves the right to, at any time during the term of the project, add to, delete from or modify the description of supplies, materials and equipment described herein, at District's sole discretion.
  - c. Requisition forms will only be issued for the SME described herein. Such forms shall be prepared and submitted by the Contractor to the District. Such form shall be submitted in sufficient time for review and consideration by District so that the materials may be acquired directly by District and delivered to the project site in sufficient time to assure its availability at the time that it is needed and so as not to delay progress of the project. It shall be the responsibility of contractor to assure that such requisition forms are submitted to District's representative for approval by District with sufficient time for the District's review and processing, such that no delay shall impact the need for or order of the item. It shall be the responsibility of Contractor to assure the subcontractors, sub-subcontractors, specialty contractors and others have the materials sought to be requisitioned on hand at the time required for installation in accordance with the project schedule.
  - d. District will issue Purchase Orders to the appropriate vendors as designated and shown upon requisition forms. A copy of the Purchase Order will be returned to the Contractor.
  - e. Upon delivery of the material purchased to project site, a delivery ticket shall be signed by a representative of District and by doing so the District shall take title of the materials delivered. Delivery ticket must be attached to the invoice to District, to be forwarded through Contractor.

- f. Invoices addressed to the District shall be submitted by the Contractor to the District in a timely manner so as to allow District to take advantage of any applicable discounts. Payment of invoices for materials purchased as described in this procedure shall be issued by the District directly to the vendor to whom the Purchase Order was issued.
  - g. Contractor shall prepare a complete list of instructions to be distributed to all applicable subcontractors with the procedures to be followed under the Sales Tax Savings Procedures. These instructions shall cover those matters hereinafter set forth.
  - h. Materials, supplies, and equipment acquired using this procedure shall be subject to the warranty provisions as required by the Contract between the Contractor and the District. Contractor acknowledges that District will be ordering materials for said project pursuant to the ability to benefit from the tax savings provisions of this agreement. Contractor further agrees that it shall be responsible for acceptance of delivery, storage, and installation of said products ordered by District. Further, Contractor shall be liable for all loss or damage to said products subsequent to delivery of same from the vendors/suppliers.
  - i. Foregoing procedure is for the purpose of limiting Florida Sales Tax upon the project pursuant to Florida Statutes and particularly Rule 12 A-1.094(3), Florida Administrative Code. Provisions hereof and procedures shall be construed in order to carry out the intent of the parties. Provisions hereof and procedures established hereby may be amended by District at any time, upon any indication that such change, amendment or alteration is necessary to assure non-taxable sales tax treatment of the project.
  - j. The Contractor shall be responsible for any defects, storage, delivery, and installation as set forth in the Contract Documents for any and all materials, products, and systems purchased by the District's purchase orders. The Contractor shall maintain as a part of the required Builders' Risk Insurance, or other insurances being provided, full replacement coverage for all items purchased by the District under this Sales Tax Savings Procedure.
- 14) Bid/RFP Protest Provision – This procedure applies to the resolution of all protests arising from the competitive award procedures set forth above. By submitting a bid/proposal to the District, bidders agree to the process set forth in this Section.
- a. Notice of Protest – Notice of all District decisions or intended decisions shall be made by electronic posting on the District's Purchasing web page (e.g., <https://loxahatcheeriver.org/governance/purchasing-bids/>) ~~by certified mail or courier services~~. Any person adversely affected by a bid or request for proposal shall file a notice of protest in writing, within three (3)<sup>1</sup>~~two (2)~~ business days from the date on the notice of the decision or actual receipt of the decision, whichever is later. A formal written protest shall be filed within ten (10)<sup>1</sup>~~five (5)~~ business days after the protesting party files the notice of protest. No time will be added to the above time

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<sup>1</sup>FS 120.57(3)(b)

limits for mail service. Failure to file a protest within the time prescribed shall constitute a waiver of this Protest Provision.

- b. Formal Written Protest – The formal written protest shall state with particularity the facts and law upon which the protest is based. The formal written protest shall be printed or typewritten and contain:
  - 1. The name and address of the person or firm filing the protest and an explanation of how they are adversely affected by the District decision or intended decision;
  - 2. Identification of the procurement matter at issue.
  - 3. A statement of how and when the notice of District decision or intended decision was received;
  - 4. A statement of all issues of disputed material fact and, if there are none, a statement so indicating;
  - 5. A concise statement of the ultimate facts alleged;
  - 6. A statement of the applicable law, rule, statute, or other authority upon which the protest is based and which entitle the protestor to relief;
  - 7. A specific demand for relief; and
  - 8. Any other information material to the protest.
- c. Filing Notices of Protest and Formal Protests – All notices of protest and formal protests shall be filed with the District’s Executive Director. A protest is not timely filed unless both the written notice of protest and the formal protest have been received by the District within the prescribed time limits. Failure to file a protest within the time prescribed by this Section shall constitute a waiver of all claims.
- d. Stay of Award – Upon receipt of a formal written protest which has been timely filed, the bid solicitation or contract award process shall be stayed until the subject of the protest is resolved by final agency action, unless the District’s Executive Director, with the concurrence of the Board, sets forth in writing particular facts and circumstances which require the continuation of the solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety or welfare. Notice that a contract award has been stayed shall be given by U.S. Mail or hand delivery or courier service to all whom submitted qualified bids/proposals. Upon receipt of a timely formal protest of a decision or intended decision to award or reject all bids, qualifications, or proposals, notice shall be given by U.S. Mail or hand delivery or courier service to all bidders for that contract.
- e. Resolution of Formal Protest – Upon the written request of the protestor or on its own initiative, the District shall provide an opportunity for the protestor to meet with the Executive Director to resolve the protest by mutual agreement within seven (7) business days, excluding holidays, of receipt of a formal written protest. If the subject of a protest is not resolved by mutual agreement within seven (7) business days, excluding holidays, of receipt of the formal written protest, or a mutually agreed upon

extension of time, the Executive Director shall certify in writing to the Board that there was no resolution and provide the protestor with a copy of the certification.

- f. Quasi-Judicial Hearing – Within seven (7) business days from receipt of written certification that there was no resolution, the protestor may provide a written request that the matter be heard before the District Board in a quasi-judicial hearing. Failure to provide a written request to the Board within seven (7) business days of notice shall constitute waiver of any protest. Upon receipt of a written request, the Board may, in its discretion, request a written response from the Executive Director, and/or schedule the matter for hearing before the Board. Within seven (7) business days from the conclusion of the hearing, the Board will provide a written final decision on the matter to the protestor.

The protestor may contest the District's decision in a court of competent jurisdiction in Palm Beach County no later than thirty (30) calendar days after receipt of notice of the District's decision, unless otherwise specified within the controlling request for proposal or qualification documents.

### **2.03 COMPETITIVE NEGOTIATION**

For any category of services and/or goods, the District may choose to purchase the services and goods through an invitation to negotiate pursuant to the provisions below and all relevant laws. The negotiations shall be made on the best price, terms and conditions obtainable by the District to meet its needs. The District shall specify in writing and make available to prospective contractors its needs for the services and goods to be purchased prior to commencing negotiations with any vendor.

When staff determine it is in the best interest of the District to procure a good or service through competitive negotiation, staff shall make a corresponding recommendation to the Board. Upon Board approval, the District may contract by negotiation without seeking bids/proposals first. When contracting by negotiation without first seeking competitive sealed bids/proposals for services and/or goods exceeding the threshold of Category Three, the following procedures shall apply:

- 1) Written Request – The Purchasing Principal shall submit a request in writing to the Board detailing the necessity to contract by negotiation, the proposed steps to be followed by the District in negotiating the contract, and the proposed vendors that will be used in the negotiations. The Board's intended decision to contract by negotiation shall be posted in the Purchasing Principal's office.
- 2) Public Notice – The District shall publicly advertise each instance in which services or goods are being sought and provide a general description of the project/goods. The notice shall indicate how interested parties may apply for consideration and shall indicate the criteria required to be submitted in any responsive letter of interest. The public notice shall also include a reference to the bid protest provisions set forth in Section 2.02(14).
- 3) Letter of Interest – Pursuant to the public notice, a firm desiring to provide services for a project shall timely submit a letter of interest containing evidence of current professional

status, capabilities, adequacy of personnel, past record and related experience, list of sub-consultants, and other information required by the notice necessary for the District to evaluate whether the firm is qualified. For contracts for the purchase of goods, each vendor shall provide a final firm price, terms and conditions for the specific commodity/contractual service offered.

- 4) Competitive Selection – The Purchasing Principal or his/her designee shall evaluate each letter of interest submitted regarding qualifications and performance ability and shall conduct discussions with and may require public presentations by responding firms regarding their qualifications, approach to the project, and ability to furnish the services required pursuant to the terms of the notice. The Purchasing Principal or his/her designee shall select and list not less than three firms, in order of preference, deemed to be the most highly qualified to perform the required contractual services and/or provide the required commodity after consideration of the factors set forth in the notice. The District may select and list less than three vendors only when there are less than three vendors which may offer the services or goods desired by the District. In determining whether a firm is qualified, the agency shall consider such factors as: ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firm; financial soundness of the firm; and the volume of work previously awarded to the firm. The Purchasing Principal or his/her designee will then recommend to the Board that competitive negotiations be instituted with the firms selected. The Board may amend the Purchasing Principal's recommendations.
- 5) Competitive Negotiation – Once the Board authorizes competitive negotiations, the Purchasing Principal or his/her designee shall begin contract negotiations for the subject project with the designated firms in order of rank for fair, competitive and reasonable compensation. Should negotiations with the firm determined to be the most qualified prove unsuccessful, negotiations with that firm will be formally terminated and negotiations shall begin with the next most qualified firm on the list. Failing accord with the second most qualified firm, the District must terminate negotiations with that firm and shall then begin negotiations with the third most qualified firm. If satisfactory agreement is not reached with any of the top three ranked firms, additional responding firms shall be ranked and listed in the order of their competence and qualifications. Negotiations shall then continue beginning with the first named firm on the second list until an agreement is reached. After successful negotiations, a recommendation shall be made that the Board award the contract. The District will maintain an accurate record of the discussions held with each vendor/bidder/proposer.

## **2.04 TRANSACTIONS EXEMPT FROM COMPETITIVE PROCUREMENT**

An exemption may be granted by the Purchasing Principal for goods or services when it is in the District's best interest and allowed by a referenced statute, rule or regulation. Typical exemptions include, but are not limited to, the following:

- 1) Real Property Acquisition, such as land, easements, rights-of-way, existing buildings, structures, or improvements, resulting from negotiations and approved by the Board
- 2) Court-ordered fines and judgments, resulting from litigation

- 3) Exceptional disbursements as authorized by the Board
- 4) Court-ordered fees, resulting from the judicial process, processed by the Clerk of the Court, and charged against the appropriate budget for such fees
- 5) Cash transfers and investment transactions for fiscal management purposes, processed through the Accounting Department, and disbursed from general ledger accounts
- 6) Accrued or current liabilities already disbursed from the budget, processed through the Accounting Department, and paid from or through general ledger accounts
- 7) Debt service payments processed by the Accounting Department and charged against budgetary accounts
- 8) Refund of a cash or surety bond
- 9) Refunds of current or prior year revenues charged against budgetary accounts
- 10) Grant disbursements to federal, state, or local government agencies, or to private groups or agencies
- 11) Insurance including but not limited to liability, property, medical, and workers compensation insurance, deductibles, or payments from any loss fund established for such purpose
- 12) Utilities, advertising, toll charges, gas cards, and postage
- 13) Dues and memberships in trade or professional organizations
- 14) Subscriptions for periodicals, advertisements, copyrighted material
- 15) Part-time and temporary labor and employees
- 16) Advertising in newspapers, magazines, social media, etc.
- 17) Postage, shipping and express mail costs
- 18) Office, warehouse space, boat slip, submerged land or other property rental or lease
- 19) Railroad leases and associated costs and fees
- ~~15)~~20) Warranty or maintenance agreement costs required by the original manufacturer or installer
- ~~16)~~21) Professional medical services, authorized hospitality expenses
- ~~17)~~22) Job-related travel, seminars, tuition registration and training
- ~~18)~~23) Legal services, expert witnesses, court reporter services, and all other related expenses of claims, anticipated litigation, and/or litigation
- ~~19)~~24) Consultant Services, as defined in Section 2.0, unless otherwise provided by law. For example, services covered by Sections 287.055 (CCNA) and 218.391 (Auditor Selection) would not be exempt from Competitive Solicitation. Anytime this exemption is utilized, a justification as to why consultant services should not or cannot be competitively solicited shall be provided to the Purchasing Principal for approval prior to entering into a contract for the service. The Purchasing Principal will determine, on an individual basis, whether the exemption is applicable.



- ~~20)~~25) Title insurance, title commitments, title searches, and ownership and encumbrance searches and real estate appraisal services to determine the market value of real property
- ~~21)~~26) Political lobbying services
- ~~22)~~27) Transactions by Interlocal Agreement
- ~~23)~~28) Art work, maps, and design services (including website design)
- ~~24)~~29) Permitting fees
- ~~25)~~30) Security services by off-duty law enforcement personnel
- ~~26)~~31) Camp programs including admission fees to parks, movies, entertainment venues, etc.
- ~~27)~~32) Services provided by non-profit organizations, educational institutions, governmental and quasi-governmental agencies
- ~~28)~~33) Purchases under Tax Savings Program
- ~~29)~~34) Sole source items in accordance with Section 2.04(1) below
- ~~30)~~ Purchases which "piggy-back" on existing government contracts in accordance with Section 2.04(2) below
- ~~31)~~35) Intergovernmental purchases and agreements
- ~~32)~~36) Emergency purchases as noted in Emergency Purchase Section 2.06
- ~~33)~~37) Computer maintenance and/or software licenses for existing software
- ~~38)~~ Credit card processing fees
- ~~34)~~39) Maintenance of vehicles and equipment; when considered to be in the best interest of the District and the services are to be performed by the vehicle or equipment manufacturer, manufacturer's service representative, a distributor of the manufacturer's equipment or when at least three (3) responsible services have been evaluated the services may be procured without bid.
- ~~35)~~40) Multiple quantities of a single item of common operational supplies

Further, the District may grant exemptions for Public Construction projects in accordance with Section 255.20 of the Florida Statutes, including:

- A. When a project is undertaken to repair, reconstruct or replace an existing facility, destroyed or damaged by an act of God, riot, fire, flood, accident, or other urgent circumstance and such damage or destruction creates an immediate danger to the public health or safety; loss to public or private property which requires emergency government action; or an interruption of an essential government service.
- B. After proper public notice, the District does not receive any responsive bids or proposals.
- C. Projects undertaken as a repair or maintenance to an existing public facility in accordance with Section 255.20 of the Florida Statutes.
- D. Projects undertaken exclusively as part of a public education system;

- E. If the funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent.
- F. If the District competitively awarded a project to a private sector contractor and the contractor abandoned the project before completion or the local government terminated the contract.
- G. If the Board publicly notices a Board meeting in accordance with Section 255.20 of the Florida Statutes, conducts the public Board meeting and finds by majority vote that it is in the public's best interest to perform the project using its own services, employees, and equipment.
- H. If, pursuant to Section 255.20 of the Florida Statutes, at least 4 of the Board's members vote to find it in the District's best interest to award the project to an appropriately licensed private sector contractor, based on specific substantive criteria and procedures.
- I. The project is subject of Chapter 336 of the Florida Statutes, County Road System.

The District has the following policies related to certain enumerated exemptions:

I. Sole Source:

- ~~a.~~ If the Purchasing Principal determines that a service and/or good is available from a single source and the total cost is within Category One or Two, then the purchase may be excepted from procurement requirements, in writing, upon filing a written statement stating the conditions and circumstances requiring the purchase and filing the written statement in Accounting.
- ~~b.~~ If the Purchasing Principal determines that a service and/or good is available from a single source and the total cost is within Category Three, the purchase may be excepted from bid requirements by the Board, in writing, upon the filing of a certification by the Purchasing Principal stating the conditions and circumstances requiring the purchase. This certification shall set forth the purpose and need of the purchase and explain why the single source is the only one that will produce the desired results. The District's intended decision shall be presented to the Board on the consent agenda at the next regularly scheduled public meeting.
- ~~c.~~ In any case, where the District seeks to purchase from a sole source, materials for the construction, modification, alteration, or repair of any District-owned facility, the District's Board must first make the written findings required by Section 255.04 of the Florida Statutes.

- II. Piggy-backing – The District may purchase services and/or goods other than Professional Services governed by Section 287.055, Florida Statutes, and procure contracts from the purchasing agreements of other special districts, municipalities, or counties which have been procured pursuant to competitive bid, requests for proposals, competitive selection, or competitive negotiation, and which are otherwise in compliance with Florida Statutes and this policy. Piggybacking can be done when the bids submitted by the vendors to the other governmental agencies permit purchases by other agencies, the vendors agree to do so in writing, and if such purchases are to the economic advantage or best interest of the District.



- III. Cooperative Purchasing Program – The District may participate in, sponsor, conduct, and/or administer a cooperative purchasing program (e.g., GSA Advantage, State of Florida Contracts, Southeast Florida Governmental Purchasing Co-Operative Group, Florida Sheriff’s Association, National Joint Powers Alliance). The District may purchase goods and/or services other than Professional Services governed by Section 287.055, Florida Statutes from a Cooperative Purchasing Program if such purchase is deemed to be in the best interest of the District. Use of a Cooperative Purchasing Program is considered a *de facto* competitive selection.
- IV. Online Marketplaces (e.g., Amazon.com, govdeals.com, ebay.com) – The District may purchase goods and/or services other than Professional Services governed by Section 287.055, Florida Statutes from Online Marketplaces if such purchase is deemed to be in the best interest of the District. Use of an online marketplace is considered a *de facto* competitive selection.
- V. Standardization – Standardization of products may occur when a process has been completed based on defining and applying uniform specifications such as quality, design and performance. The standardization process shall be conducted by the using department, in conjunction with the Purchasing Agent. Documentation of the process shall be maintained by the Purchasing Agent; including details to support the standardization designation. Thereafter, purchase of standardization products may be negotiated by the Purchasing Agent on a sole source basis. Periodic reviews of the standardization designations should be completed by the using department to ensure standardization requirements are being met and are still in effect. Said reviews should be completed at a minimum of every four years and documentation shall be maintained by the Purchasing Agent to show compliance. Levels of purchasing authority shall be followed to procure standardized products.
- ~~IV.~~VI. Waiver of Procurement Procedures – The District Governing Board may authorize the waiver of procurement procedures upon the recommendation of the District Executive Director that it is in the District’s best interest to do so to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors. Purchases authorized by waiver process shall be acquired after conducting a good faith review of available sources and negotiations as to price, deliver, and terms.

## **2.05 CONTRACT RENEWALS AND CONTINUING CONTRACTS**

- 1) Unless otherwise specified in the contract, contracts for goods and services may be renewed for an additional term not to exceed the original contract period unless the original contract period is 24 months or less, in which case the contract may be renewed for up to three one-year periods. Renewal of the contract shall be by mutual agreement in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the service or good is purchased as a result of the solicitation of bids or proposals, the cost of any contemplated renewal shall be included in the invitation to bid or the request for proposals. Renewals shall be contingent upon satisfactory performance evaluation by the District.

- 2) Nothing in this Procurement Policy shall be construed to prohibit a continuing contract between a firm and the District consistent with the requirements of applicable law.

## **2.06 EMERGENCY PURCHASES OF SERVICES OR GOODS**

Notwithstanding any other provision of this policy, emergency purchases of goods or services may be made in the event of a disruption of essential operations, or where there exists a threat to public health, welfare, safety, or when the protection or preservation of public property would not be possible through normal procurement procedures. To the extent practical under the circumstances, such emergency purchases shall be made using competent and qualified firms and include a competitive selection process.

The Purchasing Principal shall file with the Board a statement certifying the conditions and circumstances requiring an emergency purchase of goods/contractual services in excess of the threshold amount for Category Three for services/goods or for qualifying construction contracts. Statements shall be submitted within thirty (30) calendar days after the date of purchase order or contract and shall include complete details surrounding the event(s) which created the emergency. A copy of the purchase order or contract shall accompany the statement.

## **2.07 CHANGE ORDERS**

The Executive Director is authorized to approve Change Orders under the following circumstances:

- 1) Proposed Change Order cost plus original cost is  $\leq$  \$50,000; or
- 2) Proposed Change Order cost is less than or equal to the remaining balance of Board approved contingency amount; or
- 3) Proposed Change Order reduces the dollar value of the contract; or
- 4) Emergency Purchases as defined in Section 2.06.

When one or more of the above conditions is not met Board approval is required. Staff will implement the following procedures for obtaining Board approval:

- 5) For time-sensitive proposed Change Orders requiring Board approval, the proposed Change Order and supporting documentation will be emailed to individual Board members at the earliest reasonable opportunity. The email will stipulate the importance of timing and indicate a response due date.
  - a. If any Board member believes the Change Order needs public discussion prior to approval and/or believes the Change Order should not be executed as presented, then that Board member will inform the Executive Director as such via email. If a Board Member informs the Executive Director that the Change Order needs public discussion, the Change Order will not be executed until it is presented for consideration by the Board at their next regularly scheduled public meeting. If the Change Order is an urgent matter, a Special Meeting may be called.

- b. If, by the response due date, no Board member indicates the Change Order needs public discussion and/or believes the Change Order should not be executed as presented, then the Executive Director will execute the Change Order, and present the Change Order and supporting documentation to the Board on the consent agenda at their next regularly scheduled public meeting.
- 6) Change Orders that are not time-sensitive will be presented for consideration by the Governing Board at their next regularly scheduled public meeting.
- 7) For contracts >\$25,000 but ≤\$50,000 the Executive Director shall notify the Board after the fact of approved change orders that exceed 35% of the original contract amount.

Except as otherwise provided herein, the Executive Director may authorize Change Orders to correct errors, omissions, or discrepancies in contract documents; cover acceptable overruns and freight costs; incorporate requirements to expand or reduce the scope of goods or services ordered; or to direct other changes in contract execution to meet unforeseen field, regulatory, or market conditions.

## **2.08 RESTRICTIONS ON PURCHASES**

- 1) Any person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime:
  - a. May not submit a bid on a contract to provide any goods or services to a public entity.
  - b. May not submit a bid on a contract with a public entity for the construction or repair of a public building or public work.
  - c. May not submit bids on leases of real property to a public entity.
  - d. May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and
  - e. May not transact business with any public entity in excess of the threshold amount provided in Sections 287.017 for Category Two.
- 2) No person or business entity shall be awarded a contract by the District for the provision of goods or services, if that person or business entity:
  - a. Has been convicted of bribery or attempting to bribe a public officer or employee of the District, State of Florida, or any other public entity, in that officer's or employee's official capacity
  - b. Has been convicted of a conspiracy or collusion among prospective vendors in restraint of freedom of competition, by agreement to offer a fixed price, or otherwise; or
  - c. Has made an admission of guilt of such conduct described in subsection a and b above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record pursuant to formal prosecution.

- d. Notwithstanding the above, a person, business entity, or officer or employee of a business entity, having been convicted of one or more of the crimes set forth above or having made an admission of guilt as set forth above shall be ineligible for the awarding of a contract by the District for a period of five (5) years following such conviction or admission.
- 3) Any business entity controlled by or affiliated with any person or business entity ineligible for the award of a contract may also be prohibited from contracting with the District if the relationship or affiliation is such that in the reasonable opinion of the Purchasing Principal, the person or business entity, by reason of the relationship to the ineligible person or entity, is likely not to conduct business in a responsible or lawful manner, or if the ineligible person or business entity could directly benefit from the contract.

## **2.09 OTHER CONSIDERATIONS**

Equal Employment and Educational Opportunities: It is the sole responsibility of the bidder to comply with provisions of the Immigration Reform and Control Act of 1986. The District hereby stipulates and affirms its policy of offering Equal Employment and Educational Opportunities for all persons regardless of race, creed, color, sex, national origin, age or handicap. The failure of any contractor or supplier to the District to comply with the terms of this Equal Employment Opportunity Policy will subject any contract or purchase order to revocation.

## **2.10 CONDUCT**

- 1) Conflict of Interest – Any award made by the District is subject to provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bid, the name of any officer, director, or agent who is also an employee of District. Further, all bidders must disclose the name of any District employee who owns directly or indirectly, an interest of five percent (5%) or more of the bidder's firm or any of its branches. Any concerns regarding this must be given to the Purchasing Principal prior to bid submittal for clarification and further direction.

Any measure which would inure to the special private gain or loss, as defined by Florida Statute 112.3143, of a Governing Board Member shall require Governing Board approval, and must comply with Chapter 112, Florida Statutes. Pursuant to Florida Statute 112.3143 no District Governing Board Member shall vote on, nor attempt to influence the decision by oral or written communication, any measure which would inure to his or her special private gain or loss. Such Board Member shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record using Form 8A (Memorandum of Voting Conflict for State Officers) and filing it with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

- 2) Lobbying – After the issuance of any bid/RFP, or during renegotiation of any existing contract, no prospective vendor, bidder, their agents, representatives, or persons acting at the request of such vendors shall contact, communicate with or discuss any matter relating to the

bid/RFP or renegotiations with any District officer, agent, Board member, or employee other than the Purchasing Principal or his/her designee. This prohibition ends upon execution of the final contract or when the bid/RFP has been cancelled or the renegotiation is terminated. Renegotiation is deemed to have commenced upon a vote of the Board or written notice from the Purchasing Principal. A vendor who violates this provision may be subject to one or more of the following sanctions:

- a. Written warning and reprimand;
  - b. Termination of contract;
  - c. Debarment or suspension as provided in Section 7.0.
- 3) Gifts and Gratuities – The process of public purchasing should be conducted in such a manner that the integrity of the competitive selection process is not compromised, and therefore the District strives to eliminate any possibility of, or even the appearance of, improper business relationships. In this regard, the District prohibits the acceptance of gratuities, gifts, or other favors with a monetary value exceeding \$100.00 and/or that might give rise to doubts of impartiality.

## **2.11 RESPONSIBILITIES OF DISTRICT AND VENDOR/CONTRACTOR**

- 1) District – Prior to the execution of any contract or approval of any purchase order, the Purchasing Principal shall confirm the availability of funds related to the transaction.
- 2) Vendor/Contractor – Every vendor/contractor with the District is responsible for:
  - a. Notifying the District of any changes, name, address, products/services, or other pertinent information, via letter or completed W-9 Form.
  - b. Reading and understanding each page of the Quote, Bid or Request for Proposal.
  - c. Double-checking its offer prior to submittal.
  - d. Executing the signature page of the bid document, RFP or quote.
  - e. Ensuring that its offer is made within the prescribed time limits and to the proper address.
  - f. Ensuring that its offer is made without collusion.
  - g. Providing all information as required in the Request for Proposal, Bid, or the Quote.
  - h. If an award is made to your firm, make delivery as specified.
  - i. Contact the Purchasing Principal should you have any questions.

## **2.12 LEGAL REVIEW OF ALL CONTRACTS**

The District's legal counsel shall review and approve the form of all contracts in excess of \$50,000.01 prior to executing the same.

### **2.13 CONTRACT ADMINISTRATION**

Following quote, bid, or proposal award or approval by the Department Director, Executive Director, or Governing Board, District staff may enter into a contract agreement with a vendor. The goal of contract administration is to ensure the vendor performs according to the terms of the contract and that both the Vendor and the District properly discharge their responsibilities. Contracts are to be signed by the board Chairman, Executive Director, or their designee or the Purchasing Principal based on the following criteria:

1. Purchasing Principal – Contracts below \$5,000.01
2. Executive Director – Contracts above \$5,000 and below \$50,000
3. Board Chairman – Contracts \$50,000 or more
4. Board Chairman – all contracts involving the purchase or sale of real estate

### **3.0 TERMINATION OF CONTRACT; RESCISSION OF AWARD**

Termination of any contract or rescission of award must be made by the awarding authority; and in all cases where the Board takes action, Board will consider the Purchasing Principal's recommendation prior to termination or rescission. The Purchasing Principal will examine the circumstances and reasons behind the breach of contract, or other reasons for rescission or termination, consult with legal counsel, and determine if there is a solution possible in the situation. If a breach of contract occurs, or rescission of award or termination of the contract is necessary, the Purchasing Principal may suspend or debar the subject vendor for failure to perform under the terms of the District's Purchasing Policy in accordance with Section 4.0.

### **4.0 SUSPENSION OR DEBARMENT**

- 1) Suspension – After consultation with legal counsel, the Purchasing Agent is authorized to suspend a person or entity from consideration for award of contracts if the Purchasing Principal has adequate documented evidence to demonstrate that the person or entity has engaged in any activity which is grounds for suspension or debarment. The suspension period shall be for a period not to exceed 12 months from the date of the Purchasing Principal's discovery of the most recent incident giving rise to the suspension.
- 2) Debarment – After reasonable notice to the person or entity involved and reasonable opportunity for that person or entity to be heard by the Purchasing Principal, the Purchasing Principal, after consulting with the legal counsel, is authorized to debar a person or entity for cause from consideration for award of contracts. The debarment shall be for a period of not more than five years from the date of the purchasing official's discovery of the most recent incident giving rise to the debarment. Debarment may be as to all contracting opportunities, or may be only as to certain types or sizes of projects or contracts, depending on the cause(s) and severity of the reason(s) for debarment.
- 3) Any business entity controlled by or affiliated with any person or business entity ineligible for the award of a contract may also be prohibited from contracting with the District if the relationship or affiliation is such that, in the reasonable opinion of the Purchasing Principal, the person or business entity, by reason of the relationship to the ineligible person or entity, is

likely not to conduct business in a responsible or lawful manner, or if the ineligible person or business entity could directly benefit from the contract.

4) Causes for suspension and debarment include:

- a. Conviction of an officer of the entity for 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 a civil or criminal final judgment of violation of state or federal whistleblower laws;
- b. Conviction under state or federal statutes of 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 affects responsibility as a District contractor;
- c. Conviction under state or federal statutes arising out of the submission of bids or proposals;
- d. Refutation of an offer by failure to provide bonds, insurance, or other required certificates within a reasonable time period;
- e. Refusal to accept a purchase order, agreement, or contract provided such order was issued timely and in conformance with the offer received.
- f. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Principal to be so serious as to justify debarment action;
- g. Deliberate failure without good cause to perform in accordance with the specifications and/or budget or within the time limit provided in the contract;
- h. A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that such failure to perform or unsatisfactory performance was caused by acts within the control of the contractor;
- i. A documented history of significant deviation from the contract specifications, engineering standards, design or material requirements or safety regulations;
- j. Any other cause the Purchasing Principal determines to be so serious and compelling as to affect responsibility as a District contractor, including debarment by another governmental entity for any cause listed above or provided for in general law;
- k. For violation of the Conduct provision set forth in the District's Procurement Policy.
- l. For violation of the Public Records provision set forth in the District's Procurement Policy.
- m. For violation of any applicable ethics standards, including the ethical standards set forth in Chapter 112 of the Florida Statutes, or in relevant grant funding requirements.

5) Process for Suspension or Debarment

- a. Notice – The Purchasing Principal shall issue a written decision to debar or suspend which states the reasons for the action taken, the period that the suspension or debarment shall be in effect, and any right to administrative review.
- b. Reinstatement – After suspension or debarment, a person or entity may not contract with the District until reinstated by the Purchasing Principal or by the administrative



review process. The person or entity must supply information and reasonable documentation indicating that the conditions causing the suspension or debarment have been rectified. As a condition of reinstatement, the Purchasing Principal may limit the nature and scope of contractual undertakings that must be satisfactorily completed before seeking additional contracts from the District. The reinstatement determination must be in writing, inform the person or entity of any conditions of reinstatement, and inform of any rights to administrative or judicial review and be sent via certified mail to the suspended, debarred, or reinstated person or entity.

- c. Final Decision – A decision to suspend or debar shall be a final and conclusive decision unless within ten (10) calendar days of the decision, the debarred or suspended person or entity files a written notice of appeal to the Executive Director. The written notice of appeal to the Executive Director shall state with particularity the facts and law upon which the appeal is based. The written notice of appeal to the Executive Director shall be printed or typewritten and contain:
  - 1. The name and address of the person or firm filing the appeal;
  - 2. A statement of how and when the notice of District decision or intended decision was received;
  - 3. A statement of all issues of disputed material fact, and if there are none, a statement so indicating;
  - 4. A concise statement of the ultimate facts alleged;
  - 5. A statement of the applicable law, rule, statute, or other authority upon which the appeal is based and which entitle the appellant to relief;
  - 6. A specific demand for relief; and
  - 7. Any other information material to the appeal.

Upon receipt of a timely appeal, the Executive Director, may, at his/her discretion, request a written response from the Purchasing Principal. The Executive Director has the discretion to call a meeting of the Purchasing Principal and the suspended or debarred vendor to resolve the matter. Within ten (10) calendar days from the receipt of a timely appeal, the Executive Director shall issue a written decision to uphold, reverse, or modify the Purchasing Principal's decision of suspension or debarment. The Executive Director's decision shall be a final and conclusive decision unless within ten (10) calendar days of the decision, the debarred or suspended person or entity files a written notice of appeal to Board in conformance with the requirements set forth above. Upon receipt of a timely appeal, the matter shall be scheduled for a quasi-judicial hearing before the Board. Within twenty (20) calendar days following the hearing before the Board, the Board shall issue a written decision on the matter. After the conclusion of this administrative process, the suspended or debarred vendor may commence a timely action in court of competent jurisdiction, in accordance with applicable law.

## **5.0 PUBLIC RECORDS**

Any vendor/contractor providing goods or services to the District must maintain and provide access to any records the vendor has related to the provision of those goods and service to the District. A vendor's/contractor's failure to comply with this provision of the District's Procurement Policy will be deemed a default and may provide cause for termination of the contract and debarment.

#### **6.0 COMPLIANCE WITH THE PROCUREMENT POLICY**

**By providing any good or service to the District, the vendor/contractor agrees to comply with the provisions of this Procurement Policy. Failure of a vendor/contractor to comply with the terms of this procurement policy may be deemed as a default or breach of contract and provide cause for termination of the contract.**

## **7.0 LEGAL CITATIONS**

### Section 1.01

Art. VII, §1, Fla. Constitution limits the expenditure of tax revenue to public purpose. *Brown v. Winston*, 197 So. 543 (Fla. 1940); 1958 Op. Att’y Gen. Fla. 085-305 (Nov. 10, 1958).

Fair and equitable process. *Similar to* §287.001, Fla. Stat. (2012)

### Section 1.02

“Best” *Similar to* §287.012 (4), Fla. Stat. (2012)

“Competitive Selection” *Similar to* §287.012 (6), Fla. Stat. (2012)

“Electronic posting or electronic post” *Similar to* §287.012 (10), Fla. Stat. (2012)

“Invitation to Bid” *Similar to* §287.012 (15), Fla. Stat. (2012)

“Invitation to Negotiate” *Similar to* §287.012 (16), Fla. Stat. (2012)

“Request for Information” *Similar to* §287.012 (21), Fla. Stat. (2012)

“Request for Proposal” §287.012 (22), Fla. Stat. (2012)

“Request for Quote” *Similar to* §287.012 (23), Fla. Stat. (2012)

“Responsible vendor or bidder” *Similar to* §287.012 (24), Fla. Stat. (2012)

“Responsive bid” *Similar to* §287.012 (25), Fla. Stat. (2012)

“Responsive vendor or bidder” *Similar to* §287.012 (26), Fla. Stat. (2012)

“Sole source” *Accela, Inc. v. Sarasota County*, 993 So. 2d 1035, 1041 (Fla. 2d DCA 2008) (Similar provisions in Sarasota County code were reviewed in this case).

### Section 2.0

Auditor Selection §218.391, Fla. Stat. (2012)

Public Construction/Works §255.20, Fla. Stat. (2012)

Consultants’ Competitive Negotiation Act §287.055, Fla. Stat. (2012)

### Section 2.02

Performance and Payment Bond - §255.05, Fla. Stat. (2012)

Public Records Exemption - §119.07 (1), Fla. Stat. (2012), provides that sealed bids/proposals are not subject to the public records production until such time as the District provides notice of a decision or intended decision or within ten (10) calendar days after bid or proposal opening, whichever is earlier. The 10-day period does not include the date of the notice or opening.

Reject all bids - *Webster v. Belote*, 138 So. 721 (Fla. 1931); *Department of Transportation v. Grove-Watkins Constructors*, 530 So. 2d 912 (Fla. 1988) (FDOT is empowered to reject any and all bids in the absence of fraud, collusion, bad faith or arbitrary action); *Couch Construction Co. v. Department of Transportation*, 361 So. 2d 172 (Fla. 1st DCA

1978)(FDOT has wide discretion to reject all bids and to call for new bids for public contracts, but in making such a determination, FDOT cannot act arbitrarily). “Even if the public entity makes an erroneous decision about which reasonable people may disagree, the discretion of the public entity to solicit, accept and or reject contract bids should not be interfered with by the courts, absent a showing of dishonesty, illegality, fraud, oppression or misconduct.” *Paul Jacquin & Sons, Inc. v. City of Port St. Lucie*, 69 So. 3d 306, 308 (Fla. 4th DCA 2011), reh'g denied (Oct. 6, 2011); *City of Cape Coral v. Water Services of Am., Inc.*, 567 So. 2d 510, 512 (Fla. 2d DCA 1990 (i.e. Bidder relies on the representations of the City namely that a bid would not be rejected because the contractor was not licensed, then contractor was the lowest responsive bidder the City attorney states City cannot award to non-licensed person - The court ruled the bidder gets its preparation costs.) *Gulf Real Properties, Inc. v. Dep't of Health & Rehabilitative Services*, 687 So. 2d 1336, 1337 (Fla. 1st DCA 1997) (after a protest is filed an entity will reject all bids).

Incomplete packages or minor abnormalities - Whether material or immaterial turns on whether providing the bidder the waiver would give substantial advantage over other bidders. *Tropabest Foods, Inc. v. State Department of General Services*, 493 So. 2d 50 (Fla. 1st DCA 1986).

Drug Free Workplace - §287.087, Fla. Stat. (2012) Local Preference – Example §255.04, Fla. Stat. (2012)

Tax Saving Program – Chapter 212, Fla. Stat. (2012)

Protest *Similar to* §120.057(3), Fla. Stat. (2012)

## Section 2.03

Factors to consider - §287.055, Fla. Stat. (2012)

## Section 2.04

Public Construction exemptions - §255.20, Fla. Stat. (2012) Sole Source - §255.04, Fla. Stat. (2012)

Piggy- backing §189.4221, Fla. Stat. (2012).

## Section 2.05

Continuing Contract §287.055(2)(g), Fla. Stat. (2012)

## Section 2.08

Public Entity Crime - §287.133, Fla. Stat. (2012)

## Section 2.09

Ethics – §112.313, Fla. Stat. (2012)

## Section 5.0

Public Records – Chapter 119, Fla. Stat. (2012); *Similar to* §287.058(1)(c), Fla. Stat. (2012)

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, EXECUTIVE DIRECTOR  
DATE: JUNE 13, 2018  
SUBJECT: STRATEGIC PLANNING

On April 9 and 10, the Loxahatchee River Environmental Control District Governing Board, senior management, and various staff participated in a strategic planning exercise at the River Center. This meeting was facilitated by our management consultant, Mr. Jack Steele who also facilitated several weeks of in-house review and assessment spanning all aspects of the District. The need for a strategic planning exercise became apparent as we conducted the Sterling Assessment (September 2017).

Below, I outline the key products from our ongoing strategic planning work.

A mission statement defines a company's business, its objectives, and its approach to reach those objectives. LRD's mission statement is:

**We are dedicated to protecting public health and preserving the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship.**

The mission statement above is as we drafted it at our Strategic Planning workshop. There has been some discussion about revising the mission statement. Suggested revisions include significantly shortening it, removing the reference to public health, and expanding it to clarify our desire to improve water quality. It is my opinion that the mission statement as presented is an excellent mission statement that realistically captures our business, our objectives, and our approach to achieve our objectives.

Our business is, first and foremost, protecting public health. Every single day, 24 hours a day LRD staff work to protect public health by collecting, transmitting, and treating our community's wastewater (raw sewage) – just imagine our community if these systems failed catastrophically. We also protect public health through our research efforts (i.e., we monitor and report fecal indicator bacterial in the watershed; we collaborate with academic and industry researchers; and we conduct our own research projects assessing effluent quality). Finally, we protect public health through environmental stewardship. Stewardship is defined as the careful and responsible management of something entrusted to your care. I am certain our neighborhood sewerage program represents environmental stewardship that protects public health. Similarly, our public education efforts represent an alternative approach to environmental stewardship. By engaging and educating the public, we are empowering our community to make better, more sustainable decisions like abandoning their failing septic system.

Similarly, we employ innovative wastewater solutions (e.g., neighborhood sewerage decreases pollutants entering our watershed), research (e.g., water quality monitoring, seagrass monitoring), and environmental stewardship (e.g., oyster restoration, environmental education) to preserve the Loxahatchee River watershed and its natural habitats. Environmental education may be one of our most cost-effective tools, because when we engage and educate the public we are increasing the number of people working to achieve our mission.

A vision statement describes the desired future state of the company. It's aspirational. LRD's vision statement is:

### **Inspiring and achieving a healthy environment**

When I look into the future and contemplate the legacy the Loxahatchee River District is leaving, I am certain our work is achieving a more healthy environment than if the District had not existed. Similarly, I believe our efforts are also inspiring others. I offer two examples. First, our neighborhood sewerage model has been studied by numerous other agencies and municipalities. We have shown them that systematic elimination of septic systems and the associated pollution is possible, and they are emulating our efforts. Second, our environmental education programs are inspiring a generation of young people that have explored, experienced, and connected with nature. They understand the value of healthy ecosystems, and we expect they will carry the torch long after we are gone.

A company's values describe the desired culture among its employees. These values shape and guide day-to-day actions and relationships with co-workers, customers, partners, and stakeholders. LRD's values are:

**Spirit of service to our community and the environment:** We willingly work with a sense of diligence and devotion, because we understand the importance of our work.

**Integrity:** Our actions are intentionally honest and morally upright.

**Innovation:** We actively seek better ways to do things and embrace the possibility of new ideas and novel approaches.

**Positive attitude:** We bring a positive frame of mind to each challenge, task, or appointment.

**Respect for others:** We regard others as equals, and we treat others as we would like to be treated.

**Positive Work Environment:** We encourage and support our colleagues, and we promote an open, constructive dialog to identify solutions.

**Lean:** We seek to be effective and efficient in all we do. We value nimble and streamlined processes and seek to minimize bureaucracy. We share our ideas to fuel improvement.

**Collaboration:** Our greatest successes come when we work as a team. We eagerly collaborate with colleagues throughout the District, sister governments, and others to advance our mission.

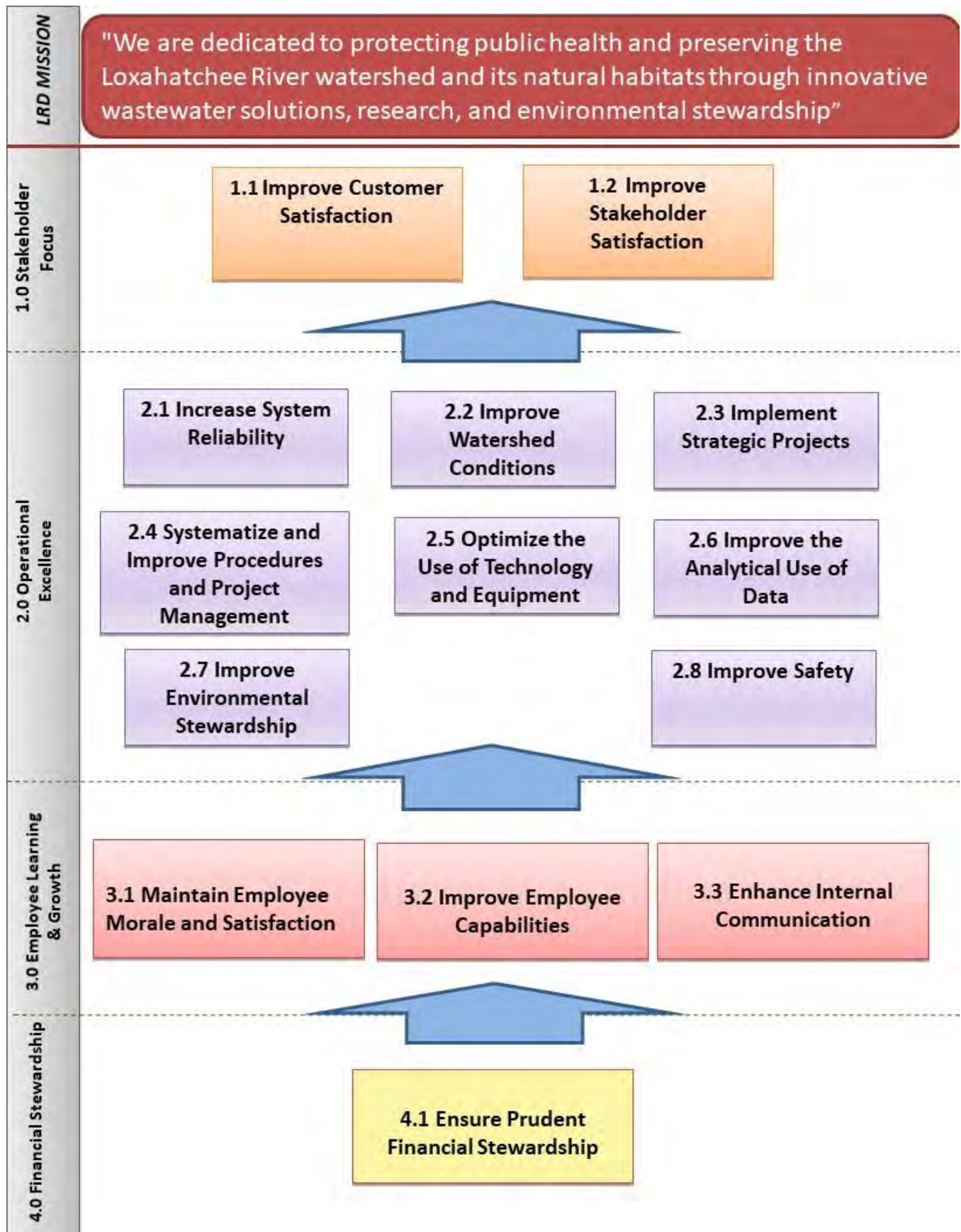
**Safety:** Our conduct is shaped by a desire to protect the health and safety of ourselves and our colleagues. Safety is driven through education, training, planning, protective equipment, and individual accountability.

These are not theoretical or aspirational values. I am pleased to say that LRD employees already demonstrate these values day in and day out. We have some of the greatest employees. I look forward to a new effort to specifically note and reward employees best demonstrating these values.

On the following page is our 2018 Strategy Map - one of my favorite products of our strategic planning efforts. This Strategy Map provides our high-level strategy in an easily understood visual depiction. Strategic objectives (e.g., boxes) are divided among Stakeholder Focus, Operational Excellence, Employee Learning and Growth and Financial Stewardship. Moving forward, we will select the highest priority initiatives to achieve in the next 3 to 7 years.



Draft 2018 LRD Strategy Map.





Below I have used our Strategic Objectives to organize all of our Opportunities for Improvement, derived from our Sterling Assessment, and Priority SWOT (Strength, Weakness, Opportunity, Threat) Issues, derived from our Strategic Planning. [OFI] = Opportunity for Improvement. Priority SWOT Issues are indicated by [number; letter]. The number represents the number of high priority votes this issue received. The letter indicates S: Strength; W: Weakness; O: Opportunity; T: Threat. Soon staff will work to select one or perhaps two high priority initiatives per Strategic Objective that we will begin to tackle with a goal of achievement in 3 to 7 years. ✓ = completed work.

### 1.1 Improve Customer Satisfaction

- Improve ability to communicate with customers during emergencies [3; W]
- ✓ Implement customer service survey [OFI]
- Track and analyze customer complaints (capture ALL complaints; divide among root causes) [OFI]

### 1.2 Improve Stakeholder Satisfaction

- Assure that IQ (reuse) water is available to fulfill contracted quantities for existing customers and develop new supplies and opportunities where economically feasible. [6; O]
- ✓ Establish Mission, Vision, Values [OFI]
- ✓ Establish strategic planning process [OFI]

### 2.1 Increase System Reliability

- **A. Develop comprehensive rehabilitation program for all assets**
  - Refine preventative maintenance/rehabilitation/replacement program to include all assets with effort based on industry standards, failure analysis, and cost considerations. [9; O]
  - Conduct high-level risk analysis for all meaningful assets (composite score based on probability of failure x consequence of failure) [7; W]
  - System Failure leading to customer/regulatory issues [4; T]
- **B. Improve Master Plan for collection and transmission systems**
  - Schedule system rehabilitation in context of master plan [8; O]
  - Respond to redevelopment in context of master plan (contribute resources to achieve larger vision of collection and transmission system improvements) [5; O]
  - Evaluate impact of new development on existing collection/transmission facilities. [4; O]
- **C. Develop emergency response plans for high risk assets**
  - For critical assets, develop emergency response plans that include equipment, materials and contracts to achieve resilient system functionality. [7; O]
- **D. Acquire, operate, and maintain private wastewater systems [4; O]**
  - ✓ Revise Construction Standards and Technical Specifications to minimize opportunities for installation of private wastewater systems.
  - Develop policy regarding acquisition of private wastewater systems.

### 2.2 Improve Watershed Conditions

- Expand water quality and habitat improvement programs [4; O]
  - ✓ Evaluate cost-effective opportunities to improve water quality west of I-95
- Complete neighborhood sewerage

### 2.3 Implement Strategic Projects

- Develop plan for western 20 acres
- Develop long-term site plan for 2500 Jupiter Park Drive

## **2.4 Systematize and Improve Procedures and Project Management**

- Expand use of project management systems and tools [7; W & OFI]
  - ✓ Require Initiative Charter for budget consideration of capital projects
  - ✓ Require Project Summary Worksheet for budgeted capital projects
- Improve documentation of policies and procedures with reevaluation schedule [4; W] [OFI]

## **2.5 Optimize the Use of Technology and Equipment**

- Implement a new payroll timekeeping system [7; O]
- Implement remote monitoring at all Lift Station and low pressure stations [4; O]
- Improve computer training (Lack of familiarity with general computer systems, eg, EAM) [4; W]
- Proactively map all LRD assets [4; O]

## **2.6 Improve the Analytical Use of Data**

- Improve use of databases
- Improve integration of data sources
- Establish uniform Departmental dashboards with targets for all metrics [OFI]
- Implement systematic, monthly dashboard reviews [OFI]
- Improve benchmarking [OFI]
- Develop in-house capacity to use quality tools for process improvement [OFI]
- Improve underperforming metrics [OFI]
- Data Rich & Data Driven & Not politically driven [CC] [4; S]
- Integration of Technology [CC] [4; S]

## **2.7 Improve Environmental Stewardship**

- Re-vision the River Center [9; W]
- Improve targeted, educational programs

## **2.8 Improve Safety**

- Improve Safety Policies & Procedures [4; O]

## **3.1 Maintain Employee Morale and Satisfaction**

- ✓ Assess employee satisfaction and engagement [OFI]
- Evaluate staffing needs among Departments (Workload is very high) [5; W]
- Need to maintain high staff morale [9; W]
- Attitude, diverse knowledge, motivation, tenure, accepting of change, team mentality [CC] [7; S]
- Need to maintain quality staff [CC] [5; S]

## **3.2 Improve Employee Capabilities**

- Transfer long-term knowledge to new employees [4; S]
  - ✓ Use technology (e.g., GIS) to capture legacy knowledge and train employees
  - ✓ Use cross-training to improve employees' skill sets
- Conduct 'fire' drills to assess readiness to implement Emergency Conditions and Emergency Response Plans

## **3.3 Enhance Internal Communication**

- Improve dashboard review and discussion at Division and Department levels
- Improve EAM reporting at all levels

## **4.1 Ensure Prudent Financial Stewardship**

- Continuously improve the Rate Study
- Evaluate financial impacts of acquisition of private wastewater systems.

# LOXAHATCHEE RIVER DISTRICT

## Neighborhood Sewering Schedule



Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Date
10	Turtle Creek Subsystem 3	5	Notified Owners – September 2012 Notice of Intent – December 2016 Contract Award – August 2017 Notified to Connect – April 2018	2016	2017
10	Turtle Creek Subsystem 2	28	Notified Owners – September 2012 Notice of Intent – October 2016 Contract Award – August 2017 Notified to Connect – April 2018	2016	2017
14	Whispering Trails	181	Notified Owners – January 2013 Notice of Intent – November 2016 Contract Award – May 2018	2017	2017
16	Limestone Creek Road-West	82	Notified Owners – January 2013	2018	2018
19	US Coast Guard Station Offices <i>(institutional)</i> PX Commercial <i>(commercial)</i>	2 ECs 2 ECs	US Government - private roads Albrey- mtg. w/BLM & Historical 3-2011 Prelim design prepared In House 4-2011	2019	2018
20	New Palm Beach Heights	34	Notified Owners – January 2016	2019	2019
22	Bridgewater	70	In discussions with developer/engineer	2019	2019
11	Jupiter Farms (East)	708		TBD	TBD
11	PB Country Estates	1547		TBD	TBD

\* Rank based upon "2010 Septic System Inventory & Assessment"

TBD = To be determined

## Remnant Areas - Page 2

Rank*	Area Description	Lots	Activity	Original Target Date	Revised Target Date
None	PBC Riverbend Park <i>(institutional)</i>	12ECs	Not. of availability-Costs pd, plans reviewed Project Complete – January 2018	2011	2016
D	Loggerhead Park <i>(institutional)</i>	6 ECs	Need Easements from Palm Beach County	2014	2017
C	FDOT Turnpike Station <i>(institutional)</i>	3 ECs	Notified to Connect – February 2016 Variance requested – May 2016	2012	2017
I	Chippewa Street	6	Notified Owners-1/14, Petition Rec'd 4/16 Feasibility Letter LPSS/Gravity – July 2016 Permit Issued – February 2018 Notice of Intent to Assess – April 2018 Construction start – May 2018	2018	2017
	US 1 (12750), Juno Beach <i>(commercial)</i>	2	Notified Owners – January 2014 Notice of Intent to Assess – April 2018 Construction start – May 2018	2017	2018
H	County Line Road - Martin Co. (19701, 19721, 19741)	3	Notified Owners – July 2013 Notice of Intent to Assess – April 2018 Construction start – May 2018	2017	2018
F	North A-1-A	3	Postponed -Town Activities in area	2012	2018
G	815 S. US 1 (Yum Yum Tree)	9 ECs	Notified Owner – November 2014	2016	2018
H	Olympus Dr, Juno (LP)	2	Notified Owners – June 2013 Design started – August 2017	2016	2018
I	96 Pine Hill Trl E	1	Notified Owner – February 2015 Notice of Intent to Assess – April 2018 Construction start – May 2018	2018	2018
	8 <sup>th</sup> Street	3	Notified Owners – January 2014 Design completed – April 2018 Notice of Intent to Assess – April 2018 Construction start – May 2018	2018	2018
	18890 SE Country Club Dr, Cove Pt	1	Notified Owner – April 2017 Design started – August 2017	2018	2018
	18870 SE Country Club Dr, Cove Pt	1	Notified Owner – August 2017	2019	2019
	19087 SE County Line Rd	1	Notified Owner – January 2017 Design started – August 2017	2018	2018
	US Highway 1 Residential	3	Notified Owners – August 2017	2019	2019
	Ocean Dr (120 + 140)	2	Notified Owners – June 2013 Notice of Intent – January 2018 Construction start – May 2018	2018	2019
	Thelma Ave. LPSS	4	Notified Owners – September 2017	2020	2020

\* Rank based upon "2010 Septic System Inventory & Assessment"

TBD = To be determined

Private Road Areas – Page 3

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Date
AA	Peninsular Road	5	Private Road Notice of Intent – February 2010 Partial construction complete - June 2013 Soliciting easements for remainder of project	2010	AEO
BB	Rivers Edge Road (Martin Co.)	35	Notified Owners – August 2010 Private Road - Design started Notice of Intent – February 2014 Easements Solicited – May 2014 Project Delayed	2013	AEO
CC	171 <sup>st</sup> Street (Martin Co.)	7	Private Road In House Design Owners notified October 2012 Easement rec'd from Church – April 2017 Grant received	2014	AEO
CC	Jamaica Dr	11	Private Road Owners notified Oct 2012 In House Design started	2014	AEO
CC	197 <sup>th</sup> Place, 66 <sup>th</sup> Terrace, 66 <sup>th</sup> Way	21	Notified Owners – Aug 2010 *Private Roads Notice of Intent to Assess – February 2015	2014	AEO
DD	Taylor Road	38	Notified Owners – September 2011 Private Roads	2015	AEO
EE	Imperial Woods LPSS	47	Notified Owners – October 2010 Withdrew Notification – Feb 2011 Easement Obtained – August 2017 Notice of Intent to Assess – September 2017 Start Design – March 2018	2016	2018
EE	Hobart St SE (Martin Co.)	13	Notified Owners – October 2012 Private Road	2016	AEO
FF	Rolling Hills	51	Notified Owners – January 2013 Private HOA	2017	AEO
FF	Gardiner Lane	2	Notified Owners – July 2013 Private Road	2017	AEO
HH	Harbor Rd. S. LPSS	6	Notified Owners – January 2014 Private Road	2017	AEO
GG	Rockinghorse (north of Roebuck Road)	10	Notified Owners – January 2013	2018	AEO
GG	Island Country Estates	47	Notified Owners – January 2013 Private HOA-Received Easement – Feb. 2018	2018	AEO
HH	SE Indian Hills	12	Notified Owners – January 2016 Easement for Road & Utilities, No Dedication	2019	AEO

\* Rank based upon "2010 Septic System Inventory & Assessment"

TBD = To be determined

AEO = As easements are obtained

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

To: Governing Board

From: D. Albrey Arrington, Ph.D.

Date: June 14, 2018

Subject: Legal Report

The Legal Report was not available at notebook delivery time. It will be provided to the Board at the meeting.

Gordon M. Boggie  
Board Member

Stephen B. Rockoff  
Board Member

James D. Snyder  
Chairman

Dr. Matt H. Rostock  
Board Member

Harvey M. Silverman  
Board Member

## MEMORANDUM

**TO:** Albrey Arrington, Ph.D. / Loxahatchee River District

**COPY:** Clint Yerkes / Loxahatchee River District  
Tony Campbell / Loxahatchee River District

**FROM:** Albert Muniz / Hazen and Sawyer

**DATE:** June 12, 2018

**FILE:** 42009-029.3.1.3

**SUBJECT:** Loxahatchee River District  
Engineer's Monthly Status Report through May 31, 2018

The following is a summary of work performed by Hazen and Sawyer (Hazen) on Loxahatchee River District (LRD) projects through the above referenced date.

**General Operational Assistance** – This project involves providing LRD with engineering assistance related to wastewater operations.

### *Monthly Progress*

- LRD staff and Hazen personnel continue to communicate to discuss plant operations on an as needed basis. The wastewater treatment process continues to perform well.
- Hazen continues to provide assistance on an as needed basis.
- Clarifier No. 3 was inspected by Eimco during a recent visit. Information is being reviewed by Hazen. Hazen will provide guidance on action items.
- Meeting held with Ron Latimer on May 22<sup>ND</sup> to discuss general plant topics related to plant performance.



Clarifier No. 3 Column Condition



Clarifier No. 3 Sludge Pipe Condition



**Deep Bed Sand Filters – Final Design and Construction Management Services** – The existing traveling bridge filters and filter structure have served the LRD wastewater treatment facility for over 20 years. In lieu of repair, it is the LRD staff's desire to replace the filters with deep bed sand filters. Deep bed filters offer additional benefits over traveling bridge filters including de-nitrification capabilities as well as proven performance during plant upset conditions. Design of the project is complete and construction is ongoing.



## Monthly Progress

- Kirlin was issued a Notice to Proceed on January 18, 2016. The substantial and final completion dates are currently December 18, 2017 and March 14, 2018, respectively. A change order with additional time is under review.
- Filter Electrical Building - Installation of electrical equipment inside the building is complete. The main electrical tie and the installation of the power transformers have been completed. Large feeder wire and small gauge wire installation for the DBF facility is complete. Installation of asphaltic roofing and lightning protection have been completed. Backup power distribution connections to Electrical Building No. 1 and No. 3 and the Blower Building have been completed.
- Deep Bed Filters – The facility is nearing completion with the exception of punch-list and ancillary items. Performance testing of the filters was completed on January 19, 2018. The facility was turned over to LRD on February 5, 2018.



New Pump Station No. 1 Piping



Modification of the Synthetic Media Filter Piping

- Parshall Flume Flow Meter - The new parshall flume facility has been completed. The flume has been installed and grouted in. The new walkway, stairs and handrail are nearly completed. The electrical and instrumentation installation for the facility are complete. The mud-valve has been installed. The facility is now in-service.
- Filter Feed Pump Station No. 1 - Removal of the existing slide gate at Filter Feed Pump Station No. 1 and installation of the new overflow weir has been previously completed. The structural repairs have been completed. New flanged piping has been installed. Baffle walls, pipe supports and pump pads have been completed. Installation of Vertical Turbine Pumps has been completed along with all electrical connections. The facility is nearing turn over to the District.
- Process Piping - Installation of the all underground Phase II piping is completed, including the tie-in to the Injection Well Pump Station, to the Chlorine Contact Basin piping, and to the existing Backwash Recovery Basin. Installation of above ground piping is completed at the deep bed filters. Phase III piping is nearly complete including removal of abandoned BWB and IQ lines. Phase III grouting and PS1 to DBF piping are ongoing.
- Electrical Building No. 1 and No. 3 – Gilmore has installed four new VFDs for Filter Pump Station No. 1 in Electrical Building No. 3. Installation of the hardened wall for Electrical Building No. 3 generator louvers is complete.
- Site work - Installation of site underground electrical duct bank is complete. Grading around the structures and general site cleanup continues. The storm drainage line on the west side the Blower Building has been installed. Installation of the catch basins is complete. Demolition of the Travelling Bridge Filters is. Work continues on asphalt, the paver roadway, final grading and restoration work.
- Filter sampling continued through May 2018. Hazen will continue to coordinate with LRD staff on this special project.



Continuation of Final Site Grading



Installation of New Paver Roadway

**Alternate A1A / Damon Bridge Water Transmission Main Replacement and Force Main Installation**  
– Hazen was authorized to design a new 16-inch force main pipeline in parallel with a Town of Jupiter water main replacement on the Alternate A1A Bridge in Jupiter. Below is a summary of activities performed to date:

- Design and permitting were completed by end of March 2017

- The following permits have been issued with assistance from Hazen:

- ✓ Town of Jupiter Engineering/Utility Permit
- ✓ FDEP/DOH Wastewater Permit
- ✓ ACOE General Permit
- ✓ FDEP ERP Exemption Request
- ✓ FDOT Utility Permit

- Murray Logan Construction, Inc. was the successful low responsive bidder and was awarded the contract. Contract dates revised per Change Order No. 1 approved on August 3, 2017 are as follow:

Notice-to-Proceed	March 31, 2017
Substantial Completion	June 4, 2018 (Original date was October 27, 2017)
Final Completion	July 4, 2018 (Original date was November 26, 2017)



New Force Main ARV Drain Piping

- A pre-construction meeting was held on March 31, 2017
- A pre-work meeting was held on July 12, 2017.
- Murray Logan began mobilization in mid-July. The installation of Town of Jupiter's new water valves has occurred. Due to the long lead time for the aerial steel pipe, Murray Logan remobilized in early December 2017.



Final Piping at South End of Bridge

- Murray Logan has completely removed the existing aerial water main and has installed all bridge bent pipe supports and all spans of steel water main and stainless steel force main pipe. Installation of all ARV assemblies continues.
- The tie-ins on the north and south sides of the River are complete. Flushing and pigging of both pipelines is completed. Pressure testing of both pipelines is complete. Both pipelines have received clearance from the Palm Beach County Department of Health.
- The Contractor achieved Substantial Completion as of 6/04/18, the date that clearance was received from the Health Department for the force main.

**Wastewater Treatment Plant Operating Permit Renewal** – Preparation of the permit application to renew the existing operating permit is ongoing.



*Loxahatchee River District  
Monthly Progress Report*

- Several review meetings were held with LRD staff to discuss the draft permit application
- Renewal permit is being finalized and will be submitted in June 2018

As always, please feel free to contact us should you have any questions or need to discuss the progress of any of the above projects in more detail.





***Loxahatchee River Environmental Control District  
Monthly Status Report  
June 14, 2018***

***Submitted To: Clinton Yerkes, Deputy Director***

---

The following is a summary of work performed by Mathews Consulting (MC), a Baxter and Woodman Company, on District projects through June 14, 2018.

Alternate A1A Bridge Force Main Extension Design

MC has received permits for the following agencies:

- Florida Department of Transportation R.O.W. Permit
- Florida Department of Environmental Protection – Environmental Resource Permitting
- Florida East Coast (FEC) Railway Parallel Infrastructure License
- Palm Beach County Health Department – Re-submittal

The following permits/licenses are still pending:

- Town of Jupiter (TOJ) Engineering Permit

MC has revised the plans for submission to Town of Jupiter and is coordinating the approval of the required permit.

Master Lift Station No. 1 Rehabilitation

The District is in the process of finalizing the Contract Agreement with the selected Contractor, TLC Diversified. MC has begun Contractor coordination for the preparation, submittal and review of shop drawings.

Whispering Trails Gravity Sewer System

The project was awarded to Gianetti Contracting Corporation during the May 17, 2018 Board meeting. MC prepared and submitted As-Bid (For Construction Documents) to the District on June 8, 2018. The District is in the process of executing the Contract Agreements with the Contractor.



Jupiter Farms Elementary Sanitary Sewer System

MC submitted and received approval of the Scope Amendment to modify the design to route the proposed force main north along Haynie Lane. MC coordinated with its surveying and geotechnical engineering subconsultants to collect the required data to facilitate completion of the force main redesign along Haynie Lane. MC is scheduled to submit the revised 100% Design Submittal by Friday, June 29, 2018.

Respectfully Submitted by:

MATHEWS CONSULTING,  
A BAXTER & WOODMAN COMPANY

A handwritten signature in blue ink, likely belonging to Jason A. Pugsley.

Jason A. Pugsley, P.E.  
Vice President / Florida Operations Manager



## **HOLTZ CONSULTING ENGINEERS, INC.**

270 South Central Boulevard, Suite 207, Jupiter, FL 33458 (561) 575 2005

### **MEMORANDUM**

**To:** Clint Yerkes, Deputy Director, Loxahatchee River Environmental Control District

**From:** Christine Miranda, PE  
Holtz Consulting Engineers, Inc.

**Date:** June 14, 2018

**Subject:** **Loxahatchee River Environmental Control District Monthly Status Report**

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The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through June 14, 2018.

#### **Loxahatchee River Road Reclaimed Water Main Replacement and Force Main Extension**

- The Contractor has completed the installation of all the force main and reclaimed water main piping along Loxahatchee River Road as well as the crossing of Loxahatchee River Road. The 2-inch low pressure main and 16-inch reclaimed water main have been pressure tested. Air release manholes have been set. HCE is currently coordinating with the Contractor and LRD staff for the tie-in of the new 16-inch reclaimed water main.

#### **Turtle Creek –Subsystem 2& 3 – Gravity Sewers**

- The final walkthrough for the project occurred on June 12, 2018. All permits for the project have been closed. HCE is working with the Contractor to obtain all necessary final approvals and paperwork to close-out the project.

#### **Lift Station No. 082 Master Plan**

- The development of the hydraulic model is complete and HCE is currently working on the data collection needed for calibration of the model. Upon completion of the calibration of the model, the selected scenarios will be inputted for analysis.

#### **Imperial Woods Low Pressure Sewer System**

- The survey was completed and transmitted to HCE on May 25, 2018.
- The 30% Design Submittal and Engineers Opinion of Probable Construction Cost will be submitted to staff by the end of June.





# *Busch Wildlife Sanctuary*

The 2<sup>nd</sup> Quarter Report will be presented at the  
July, 2018 Board Meeting.

# Director's Report

- Admin. & Fiscal Report attach. #1
- Engineering Report attach. #2
- Operations Report attach. #3
- Information Services Report attach. #4
- Environmental Education attach. #5
- Other Matters attach. #6

# Loxahatchee River District

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D. Albrey Arrington, Ph.D., Executive Director



## Memorandum

To: Governing Board  
From: Kara Peterson, Director of Finance and Administration  
Date: June 15, 2018  
Subject: Monthly Financial Report

## Cash and Investments

### Balances as of May 31, 2018

#### Certificates of Deposit:

Institution	Original Term	Maturity	Rate	Amount
Bank United	1.5 Years	07/26/18	1.15%	\$ 2,042,882
TD Bank	5 Years	08/19/18	1.87%	2,186,999
US Bank	6 Months	09/14/18	1.93%	1,004,130
Bank United	1 Year	11/07/18	1.54%	1,008,670
US Bank	9 Months	12/10/18	2.06%	1,004,408
US Bank	9 Months	02/24/19	2.26%	2,000,867
TD Bank	5 Years	04/29/19	1.88%	1,619,803
TD Bank	5 Years	09/22/19	2.09%	2,160,220

**Subtotal** \$ 13,027,979

#### Other:

FL Community Bank - Public Demand	1.87%	\$ 11,869,259
TD Bank - NOW	1.61%	4,133,756
SunTrust-Business Account	0.50%	2,970,523

**Subtotal** \$ 18,973,538

**Total** \$ 32,001,517

Average weighted rate of return on investments is: 1.63%

As of 05/31/18:

3 month Short Term Bond: 1.93%

1 month Federal Fund Rate: 1.75%

Cash position for May 2017 was \$31,466,437. Current Cash position is up by \$535,080.

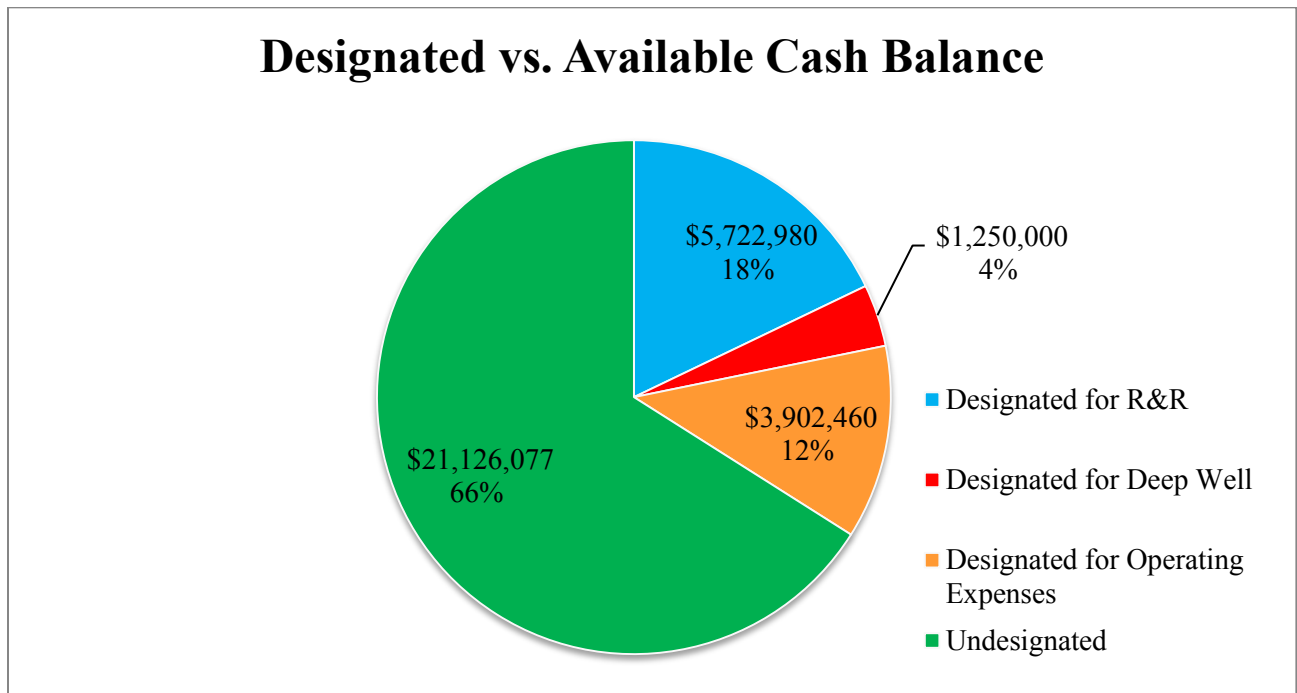
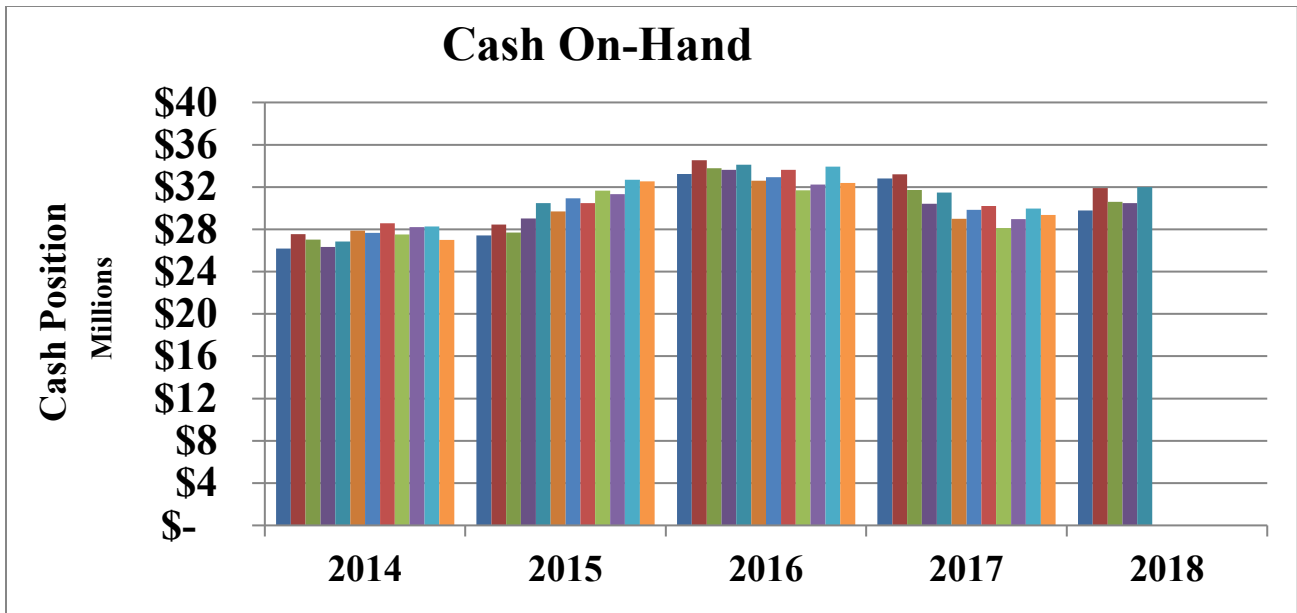
Gordon M. Boggie  
Board Member

Stephen B. Rockoff  
Board Member

James D. Snyder  
Chairman

Dr. Matt H. Rostock  
Board Member

Harvey M. Silverman  
Board Member



## Financial Information

- Legal fees billed for the month of May was \$7,260. The fiscal year-to-date total is \$63,970.
- There was no Septage billing for the month of May. The fiscal year to date total is \$269.
- Developer's Agreement – One new Developer agreement was entered into in May.
- I.Q. Water Agreements – Abacoa Workplace, Town Center PH I and Town Center PH II are past due for May.
- Estoppel fees collected in May totaled \$9,100. The fiscal year-to-date total is \$58,975.

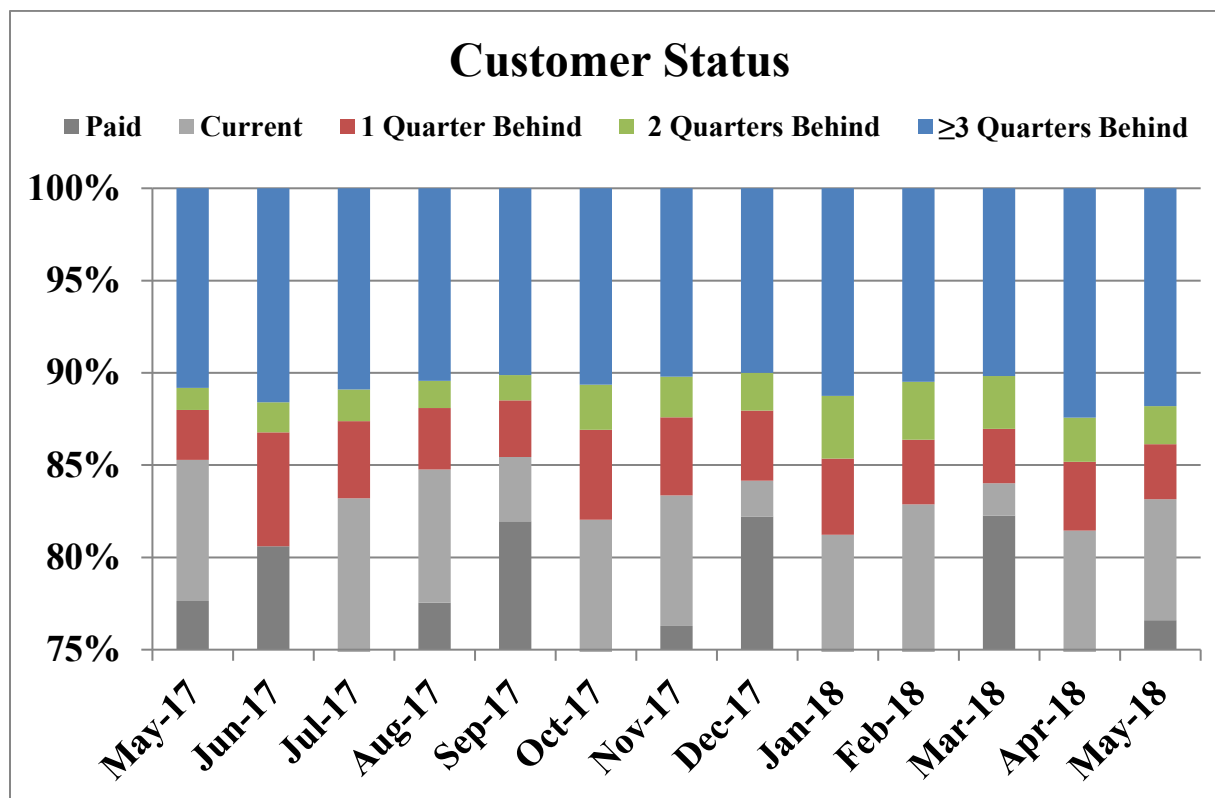


## Summary of Budget vs. Actual

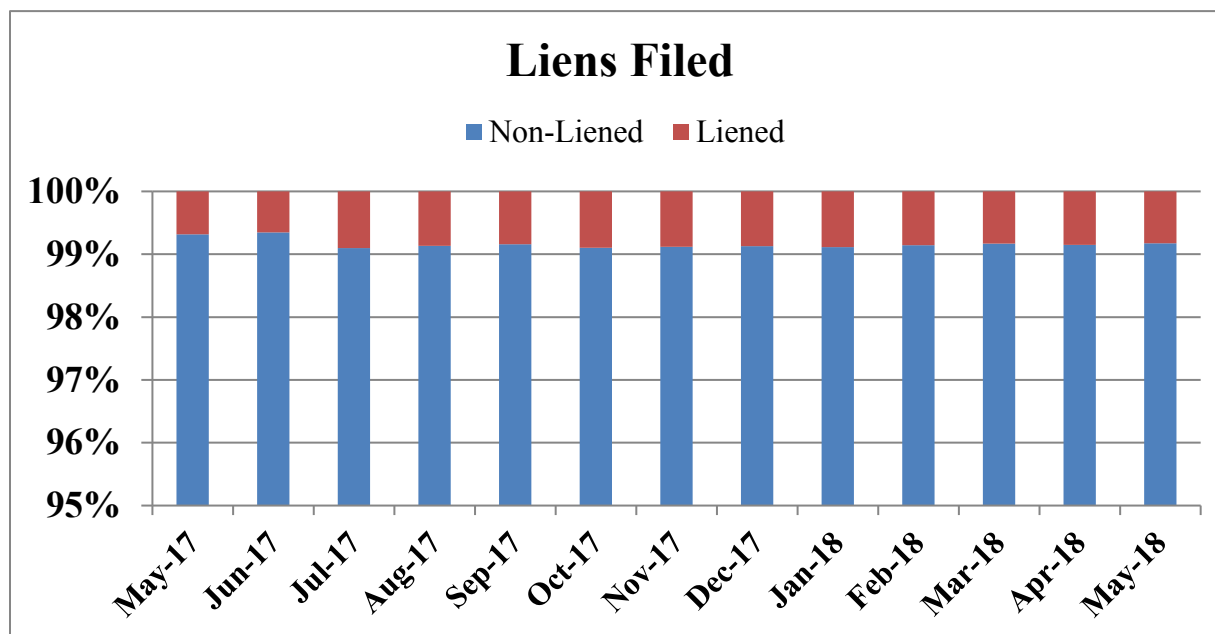
<i>Budget Benchmark</i> 67.00%	<b>Actual May</b>	<b>Actual YTD</b>	<b>Budget FY 18</b>	<b>Favorable (Unfavorable)</b>	<b>Budget Expended</b>
<b>Revenues</b>					
<b>Operating Revenues</b>					
Regional Sewer Service	\$1,398,686	\$11,152,384	\$ 16,909,884	\$ (5,757,500)	65.95%
Standby Sewer Service	10,169	88,197	189,216	(101,019)	46.61%
IQ Water Charges	192,329	1,538,631	2,200,544	(661,913)	69.92%
Admin. and Engineering Fees	14,394	82,065	55,775	26,290	147.14%
Late Fees	(8)	33,185	20,000	13,185	165.93%
Interest on Charges	1,918	32,398	20,000	12,398	161.99%
Other Revenue	34,739	262,268	327,000	(64,732)	80.20%
<b>Subtotal Operating Revenues</b>	<b>1,652,227</b>	<b>13,189,128</b>	<b>19,722,419</b>	<b>(6,533,291)</b>	<b>66.87%</b>
<b>Capital Revenues</b>					
Assessments	84,514	1,601,791	5,348,000	(3,746,209)	29.95%
Line Charges	70,080	446,292	260,800	185,492	171.12%
Plant Charges	108,918	1,101,317	1,536,790	(435,473)	71.66%
Capital Contributions	-	467,434	1,003,000	(535,566)	0.00%
<b>Subtotal Capital Revenues</b>	<b>263,512</b>	<b>3,616,834</b>	<b>8,148,590</b>	<b>(4,531,756)</b>	<b>44.39%</b>
<b>Other Revenues</b>					
Grants	859	10,966	608,000	(597,034)	1.80%
Interest Income	41,633	257,067	229,800	27,267	111.87%
<b>Subtotal Other Revenues</b>	<b>42,492</b>	<b>268,033</b>	<b>837,800</b>	<b>(569,767)</b>	<b>31.99%</b>
<b>Total Revenues</b>	<b>\$ 1,958,231</b>	<b>\$ 17,073,995</b>	<b>\$ 28,708,809</b>	<b>\$ (11,634,814)</b>	<b>59.47%</b>
<b>Expenses</b>					
Salaries and Wages	\$382,153	\$3,128,798	\$ 5,466,500	\$ 2,337,702	57.24%
Payroll Taxes	28,885	234,913	404,000	169,087	58.15%
Retirement Contributions	76,772	505,229	714,500	209,271	70.71%
Employee Health Insurance	99,791	774,687	1,263,500	488,813	61.31%
Workers Compensation Insurance		45,686	103,600	57,914	44.10%
General Insurance	2,060	339,941	346,272	6,331	98.17%
Supplies and Expenses	148,574	693,527	1,070,685	377,158	64.77%
Utilities	156,279	887,101	1,519,980	632,879	58.36%
Chemicals	30,456	413,011	635,770	222,759	64.96%
Repairs and Maintenance	113,217	993,005	2,076,148	1,083,143	47.83%
Outside Services	182,206	1,187,246	1,771,870	584,624	67.01%
Contingency			225,000	225,000	0.00%
<b>Subtotal Operating Expenses</b>	<b>1,220,393</b>	<b>9,203,144</b>	<b>15,597,825</b>	<b>6,394,681</b>	<b>59.00%</b>
<b>Capital</b>					
Capital Improvements	404,610	3,320,854	10,099,500	6,778,646	32.88%
Renewal and Replacement	91,981	1,945,688	5,377,500	3,431,812	36.18%
Contingency		40,495	234,000	193,505	17.31%
<b>Subtotal Capital</b>	<b>496,591</b>	<b>5,307,037</b>	<b>15,711,000</b>	<b>10,403,963</b>	<b>33.78%</b>
<b>Total Expenses</b>	<b>\$ 1,716,984</b>	<b>\$ 14,510,181</b>	<b>\$ 31,308,825</b>	<b>\$ 16,798,644</b>	<b>46.35%</b>
<b>Excess Revenues</b>					
<b>Over (Under) Expenses</b>	<b>\$ 241,247</b>	<b>\$ 2,563,814</b>	<b>\$ (2,600,016)</b>	<b>\$ 5,163,830</b>	

## Accounts Receivable

The chart below illustrates customers' receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 84% billing.



The District serves approximately 32,000 customers. Currently, the District has 266 liens filed which represent approximately 1% of our customers.



# Loxahatchee River District

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D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D.  
Executive Director

FROM: Kris Dean, P.E.  
Director of Engineering Services

DATE: June 13, 2018

SUBJECT: Director's Report - Engineering Division  
June 2018 Board Meeting

---

### Developer Projects

Staff were active on 11 Developer projects including the following activities.

Planning: Staff performed planning activities on the following projects.

*Bridgewater:* Staff coordinated with the developer's consulting engineers on conceptual system layouts for the development off Island Way formerly known as Bridgewater.

*Blowing Rocks Nature Conservancy:* Staff coordinated with local engineering firms for design requirements to connect Blowing Rocks to the District's wastewater collection system.

*Austrade Office Center:* Staff performed plan reviews on the Austrade Office Center located on US1 between Palm Court and Harbor Road South in Tequesta.

*Inlet Waters:* Staff coordinated with the developer for design requirements to connect a proposed residential development along A1A across from Burt Reynolds Park.

*Blowing Rocks Residential Towers:* Staff coordinated with the developer for design requirements to connect a new 21-unit residential development on Jupiter Island to the District's wastewater collection system.

*Sonoma Isles IQ:* The developer has re-engaged with staff for extension of the re-use system from Indiantown Rd to serve Sonoma Isles. The system will discharge into a lake on site for repump into the Sonoma Isles irrigation system.

*Love Street:* Preliminary engineering plans were submitted for review. This is a commercial project for re-development on Love Street just off A1A.

Gordon M. Boggie  
Board Member

Stephen B. Rockoff  
Board Member

James D. Snyder  
Chairman

Dr. Matt H. Rostock  
Board Member

Harvey M. Silverman  
Board Member



*Admirals Cove:* Staff are working with Admirals Cove engineers for plan approval on a new tennis pavilion, spa and kitchen expansion.

Construction: Staff performed construction inspections, shop drawing review, RFI responses and/or attended preconstruction meetings for the following projects.

*Jupiter Medical Center Pediatric Unit:* Staff attended a preconstruction meeting to coordinate abandonment of District facilities no longer needed when the new unit is constructed.

*Chabad Jewish Center:* A new 14,000 SF commercial building with parking located at University and Marlberry Circle. The building will connect to the existing gravity system in Marlberry Circle.

*Center Park Storage:* A new 52,000 SF storage facility located behind Miller's Plaza off Center Street. The facility will connect to the existing Lift Station 027 gravity system adjacent to the property.

Final Completion: Staff performed final completion activities to include testing, final inspections, record drawings review and punch lists.

*None*

One Year Inspections:

*None*

## **Capital Projects**

Staff were active on 46 Capital and/or Utility projects including the following activities.

Design/Bid: Staff are currently in the design or bidding phase for the following projects.

*Lift Station Rehabilitations for 2018:* Staff have completed plans for 4 station rehabilitations and are working on a format for a general lift station rehabilitation contract. The general services contract will allow for rehabilitation of specific lift station components at to be determined lift station sites and will also incorporate these 4 stations.

*Jupiter Ocean Racquet Club:* Staff are currently working on design for replacement/relocation of the asbestos concrete force main serving Jupiter Ocean Racquet Club. Design is complete. Permits have been issued. Staff are working on bidding documents.

*Pump Station Upgrades:* When the new Loxahatchee River force main crossing is complete four pump stations upstream of the crossing will require upgrades to meet the new head conditions. All equipment has been delivered. Two stations are complete, the third will be completed as part of an upcoming rehabilitation, the fourth will be scheduled for this summer.

*18890 Country Club:* Staff are working on design and permitting for a remnant property on Country Club Drive. This will be a low pressure sewer system discharging into the Lift Station 043 collection system.

*LS 70 and 71 Emergency Standby Generators:* Two separate projects, each provides a permanent emergency standby generator at lift stations 70 and 71. Both are part of the cascading lift station system along Country Club Drive in Tequesta. This project, originally scheduled for advertisement in April 2018 is delayed as we coordinate final design with the electrical engineer and determine the final structure of the bidding documents. This project will include owner direct purchase of emergency generators and automatic transfer switches.

The generator submittals were approved and are entering the production line. We are awaiting an estimated delivery date.

*Lift Station 70 Control Panel:* In conjunction with the emergency generator at lift station 70, staff also intend to replace the station control panel with a variable speed panel. In an effort to expedite the panel and complete this work with the emergency generator, staff intend to include the panel as a design/build specification, with specific component and performance requirements, in the emergency standby generator project.

*19750 Riverside Drive:* Staff are working on design and permitting for 1 remnant property off Riverside Drive. This will be gravity service discharging in the Lift Station 048 collection system.

*Cellular Telemetry:* IT and Engineering staff are working on a project to test cellular telemetry installation at existing stations with no telemetry. Two units have been installed in the system and integrated into the District's SCADA system. The concept has been deemed viable, now staff will begin working on the procurement process. It is anticipated that we will select up to three suppliers to source the telemetry units through a competitive bid process.

Construction: Staff provided construction inspection and engineering oversight for the following projects.

*8<sup>th</sup> Street:* The preconstruction meeting was held in May. The contractor is scheduled to complete this work, along with other low pressure projects by the end of July. This will be a low pressure sewer system serving 4 properties and discharging in the Lift Station 018 collection system.

*120 and 140 Ocean Drive:* The preconstruction meeting was held in May. The contractor is scheduled to complete this work, along with other low pressure projects by the end of July. This will be a low pressure sewer system serving two properties and discharging in the Lift Station 133 collection system.

*12750 US 1:* The preconstruction meeting was held in May. The contractor is scheduled to complete this work, along with other low pressure projects by the end of July. This will be a low pressure sewer system serving a commercial property and discharging in the Lift Station 132 collection system.

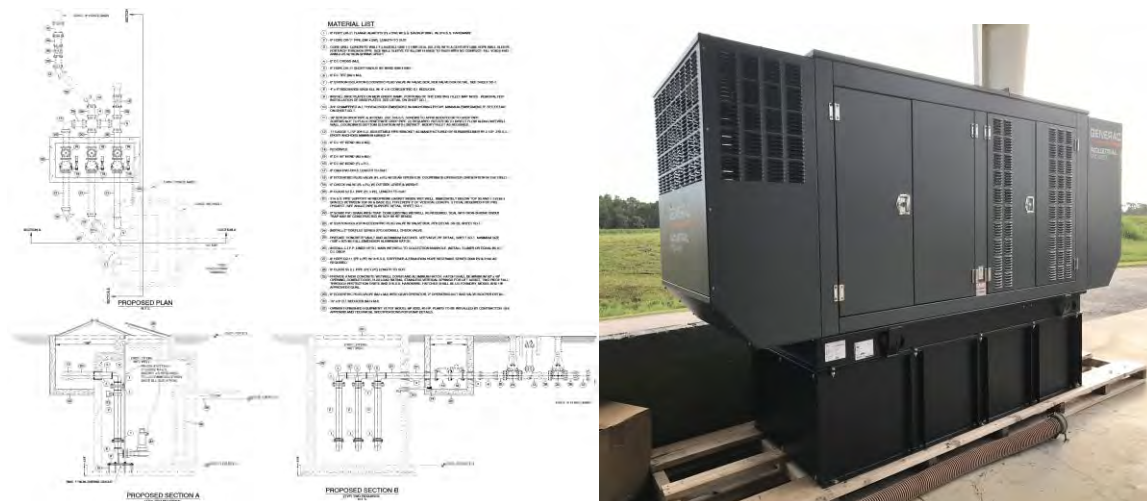
*County Line Road:* The preconstruction meeting was held in May. The contractor is scheduled to complete this work, along with other low pressure projects by the end of July. This project provides service to 3 remnant properties on County Line Road west of Seabrook Dr. Conflicts found during design have required this project be low pressure instead of gravity.

*96 Pine Hill Trail E.:* The preconstruction meeting was held in May. The contractor is scheduled to complete this work, along with other low pressure projects by the end of July. This will be a low pressure sewer system serving one property and discharging in the Lift Station 054 collection system.

*Construction Barn Drainage:* Staff worked with a local engineering firm for drainage modifications to the area around the construction barn to prevent ponding and flooding of the stock pile area. A contractor was selected and is scheduled to complete this work by the end of August.

*Chippewa Street:* Construction of this project is complete. Final inspections and permit close out is currently underway. This will be a low pressure sewer system serving 6 properties and discharging in the Master Lift Station collection system.

*Lift Station 114 Rehabilitation:* Upgrades and rehabilitation of lift station 114. This station is a re-pump station serving the A1A corridor from Olympus through Juno Beach. The contractor anticipates mobilization in July 2018 and completion in August 2018. We are currently reviewing shop drawings for electrical and control components. Delivery of the owner furnished generator was in May.



*LS057 and LS066 Collection System Lining:* Main lining and TV inspection in this system is complete. This month we are recommending award of the service lateral lining contract. See Tab 5B.

*LS065 Collection System Lining:* A recommendation of award for main lining and TV inspection of this system is included in Tab 5C. Inspection staff have been working diligently to define and prioritize work in this system required prior to lining while construction staff have been working diligently to get the work complete. Both were successful and succeeded in preparing this system for lining well ahead of schedule, allowing us to proceed with this work this year.

*Radio Telemetry System:* Staff are working with Data Flow Systems (DFS) on a rehabilitation project for approximately 30 stations in our lift station telemetry system. When complete we anticipate significant improvements with communication speed and dependability. We have also begun the second phase of the system evaluation on the remaining 36 existing lift station DFS units and existing 24 irrigation station DFS units. We anticipate the second phase system evaluation being complete this year and the work being performed next year.

*Lift Station 54 Driveway:* Construction of the driveway is complete with some minor restoration and permit closeout required prior to final completion by July 2018; see Collections report below. The new driveway will provide better access and safety for staff when performing maintenance on the lift station.

### Consultant Projects:

*Master Lift Station Rehabilitation:* This project is for the rehabilitation for the Master Lift Station located just east of Pennock Ln on Indiantown Rd. The project will include pump replacement piping modifications, bypass facilities, isolation valves coatings and emergency generator replacement.

*Alternate A1A Subaqueous Crossing Replacement:* This portion of the project includes piping up to the aerial bridge crossing at the Loxahatchee River and Alternate A1A. The FEC permit has been issued and the consultant is finalizing the 90% submittal.

*Jupiter Inlet Colony Neighborhood Rehabilitation:* This project provides a gravity collection system and lift station to serve the approximate 240 homes and town facilities located in Jupiter Inlet Colony. The project reached Substantial Completion in December. All close out items have been resolved and final payment has processed for the contractor. Staff are working on the Final Assessment and resolution of engineering fees.

*Turtle Creek Sub-Phase 2 and 3:* This project provides gravity sewer to the western portion of Turtle Creek. The project is released for operation. The contractor and engineer are working through final punch list items in the field and final close out documentation.

*Alternate A1A/Damon Bridge Water Main Replacement and Force Main Installation:* This project includes installation of a new 16" force main on the Damon Bridge to replace the existing 24" force main subaqueous crossing of the Loxahatchee River. Construction is complete and accepted by the PBCD. Once the Alternate A1A Subaqueous Crossing Replacement noted above is complete this project will be available for use.

*Loxahatchee River Road IQ Main Replacement and 4" Force Main Installation:* A project to replace a 16" aerial crossing along Loxahatchee River Road and extend the Loxahatchee River Road force main system up to Whispering Trails. Bore installations are complete. Testing is complete. Staff are working with the consultant and contractor on disposal options for reclaimed water when final connections are made.

*Whispering Trails Neighborhood Sewer System:* This project provides a gravity sewer system to provide service to 181 lots in the Whispering Trails Subdivision off of Loxahatchee River Road. This project was awarded last month. Staff are assembling contracts to forward to the contractor for execution.

*Jupiter Farms Elementary:* This project extends the District's transmission system to Jupiter Farms Elementary School and connects the school to the District's system. Plans are being revised for an alternate, more efficient route to the school based on easements being granted from SIRWCD.

*Lift Station 082 Master Plan Hydraulic Model:* This project includes modeling of the District's lift station and transmission system south of the Inlet and east of the Intracoastal. The project is using the District's existing GIS data for a basis and will include future projections for flow and design parameters and cost estimates for Lift Station 082 to allow it to serve current, future and repump needs moving forward.

*Imperial Woods:* This project includes a low pressure sewer system to serve the Imperial Woods development off Loxahatchee River Road. Survey is underway in the development with design to follow.

One Year Inspections: Staff performed one 1-year inspection this month.

*Lift Station Rehabilitations for 2017:* Staff performed the one-year inspection on 2017's rehabilitated lift stations this month prior to release of the maintenance bond. No items were noted for correction.

### **Other Utility Projects**

These projects include plan review, coordination and inspections associated with other utilities such as the Town of Jupiter, Village of Tequesta, Town of Juno Beach, Palm Beach County and Martin Co.

*Toney Penna and Old Dixie Hwy:* A PBC project to improve the intersection. Minor adjustments to existing District facilities are required.

*SR 5 from Beach Road to County Line Road:* An FDOT project to repave and reconfigure a portion of SR 5 (US 1) from Beach Road to County Line Road. Staff are coordinating with the FDOT for adjustments and replacement of District facilities to accommodate the revised right of way.

*Center Street from Thelma Ave to Woodland Estates:* A PBC project that widens Center St., installs storm water improvements and relocates the Town of Jupiter water main.

*Sawfish Bay:* A Town of Jupiter project to install restrooms at Sawfish Bay.

*Town of Jupiter Annual Paving:* Staff are coordinating with the Town of Jupiter for adjustment of our facilities impacted by the Town's annual paving schedule. This year's project focuses on The Bluff's off Marcinsky Road.

*Bert Winters Park:* A Palm Beach County project to expand parking and add bathroom facilities to Bert Winter's Park in Juno Beach.

*Indiantown Road from Turnpike to US1 Intersection Improvements:* Staff reviewed plans and provided location information to FDOT to resolve conflicts with proposed intersection improvements. One conflict has been identified that will require the District to relocate their existing facilities to accommodate a proposed light pole. Staff are working on permitting for this work and will perform the work in-house.

*Indiantown Road and Jupiter Farms Road Drainage Improvements:* A PBC project to expand the intersection and install drainage improvements at Jupiter Farms Road and Indiantown Road.

*Alley Ways from Indiantown to Toney Penna just west of Old Dixie:* A town of Jupiter project for drainage improvements.

*Jupiter Cresta:* A PBC neighborhood repaving project.

*Penn Park:* A PBC neighborhood repaving project. Paving has been postponed to allow the District to inspect their gravity system and perform any improvements prior to paving. Staff are coordinating with contractors for TV inspections of the gravity system this month.

*Elsa Rd. Drainage Improvements:* This is a Town of Jupiter project to provide drainage improvements in the development off Elsa Rd.



## Construction Department

*LS065 Collection System:* Based on previous TV inspections staff mobilized and progressed quickly through the lift station 65 collection system; completing point repairs and clean out installations in anticipation of service lateral and gravity main lining in the near future. Staff were successful at completing the work sufficiently ahead of schedule that we are planning to proceed with the lining work this year instead of next.

*Manhole Repair in Tequesta:* Staff corrected manhole leaks and replaced an inside drop on a manhole in Tequesta. The project included permitted lane closures, street cuts and open cut excavation. The photos below show various materials and equipment used by staff, some new, to address inherent safety concerns with the work we do.



Staff to the left are performing a street cut using a 12" cut-off saw. This saw is equipped with a cart to hold the saw in the correct position relative to the cut and allow the operator to safely steer the saw during cutting operations. The cart is also equipped with a water tank to lubricate the blade, reducing the risk of kick back and airborne dust.

A traffic control plan, shown right, was required for this project. The plan was completed in-house using standards and techniques learned during the FDOT certification class given to staff in engineering, construction and collections.





### Collections/Reuse Department



#### Above pictures depict:

Scheduled work being performed at the Abacoa Master Reclaimed Pump Station #518. This was a scheduled 3 year interior inspection of the 4,100 gallon hydro-pneumatic pressure tank. The inspection was performed by an outside contractor who will provide a written report of the tanks current condition and list any corrective action that should be completed.

#### Below pictures depict:

The two submersible 160hp and 335hp pumps pulled from IQ 511 for scheduled factory rebuild shown being unloaded at the Xylem Factory Certified Service center.





**Below pictures depict:**

Lift station #54 located at 449 Seabrook Road in Tequesta and the newly constructed access driveway for the District's maintenance fleet. Staff have waited a very long time for this access to be improved and are pleased with the result.



**Below pictures depict:**

Lift Station #72 located in Turtle Creek had issues with generator power during last years Hurricane Irma due to a conflict between the generator receptacle and the privacy wall. Staff were able to correct the issue so future generator connections will go quickly and smoothly.



**Below pictures depict:**

Collections crew members prepare for a PCSE (permitted confined space entry) at Master Lift Station #1. The crew members use the vac-con unit to assist with the cleaning/skimming of accumulated grease layer and giving the wet well a quick overall inspection. This task also exercises the influent chamber sluice gate that has to be closed and the running of the 85 HP submersible Bypass pump.





# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: Albrey Arrington, Executive Director

FROM: Tony Campbell, Director of Operations

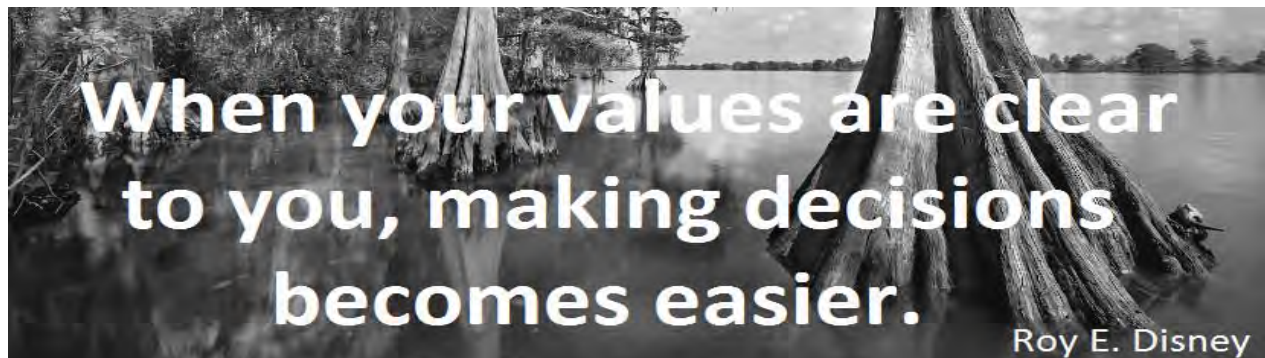
DATE: June 12, 2018

SUBJECT: Operations Department Monthly – Report for May 2018

### Treatment Plant Division

#### *Values:*

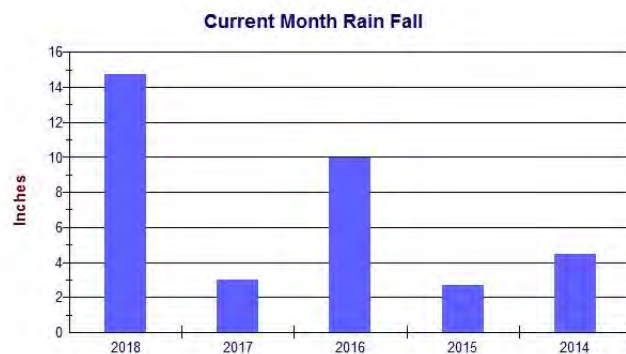
On 5/16/2018, plant generator #3 failed due to a broken water pump. The generator was running as backup power during a storm event. When the generator failed, FPL remained off until operators manually transferred power back over which took about 4 minutes. Operations was sending water down the well at the time the power loss occurred. Nevertheless, we were able to restore power promptly back to the Injection Well, avoiding overflows or loss in treatment. The Maintenance department, always thinking proactively, had an extra water pump on hand. This equipment would normally have taken several days to order and would have left the District without its main plant site generator. We dispatched our generator service provider who swapped out the pump that same evening. It was back up and running that night. It's an awesome feeling to have these amazing and dependable teams here at the District. Time and time again, they knock it out of the park when problems arise, no matter how complicated. They pull together as one team and always get it done. This is a prime example of the high-level expertise that we operate at and provides a perfect illustration of how the District's values toward **spirit of service to our community and the environment** and a **positive attitude** are represented. Great job everyone!



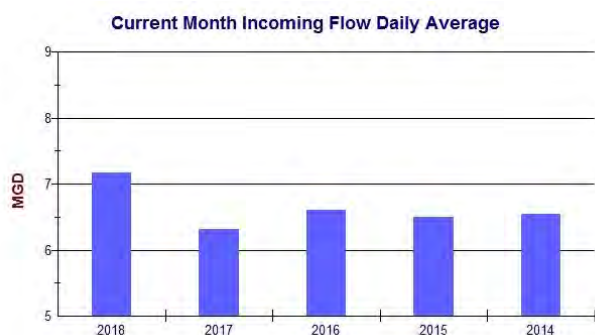
We have had another great month of no permit exceedances



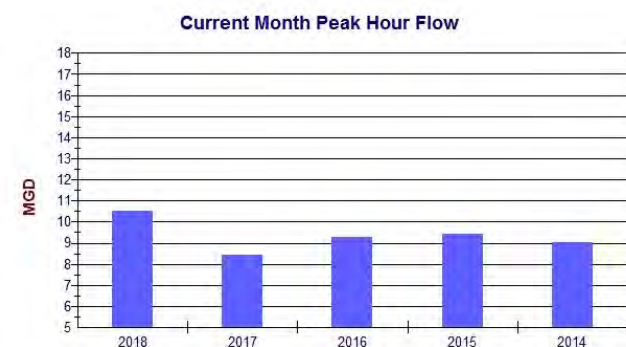
The plant total flow for the month of May was 222.19 million gallons.



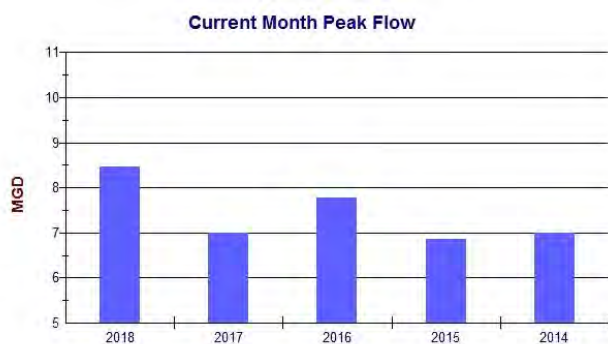
14.72 inches of rainfall was recorded at the plant site during the month of May.



The treatment plant incoming flow for the month of May averaged 7.17 MGD compared to 6.32 MGD one year ago, for the same month.

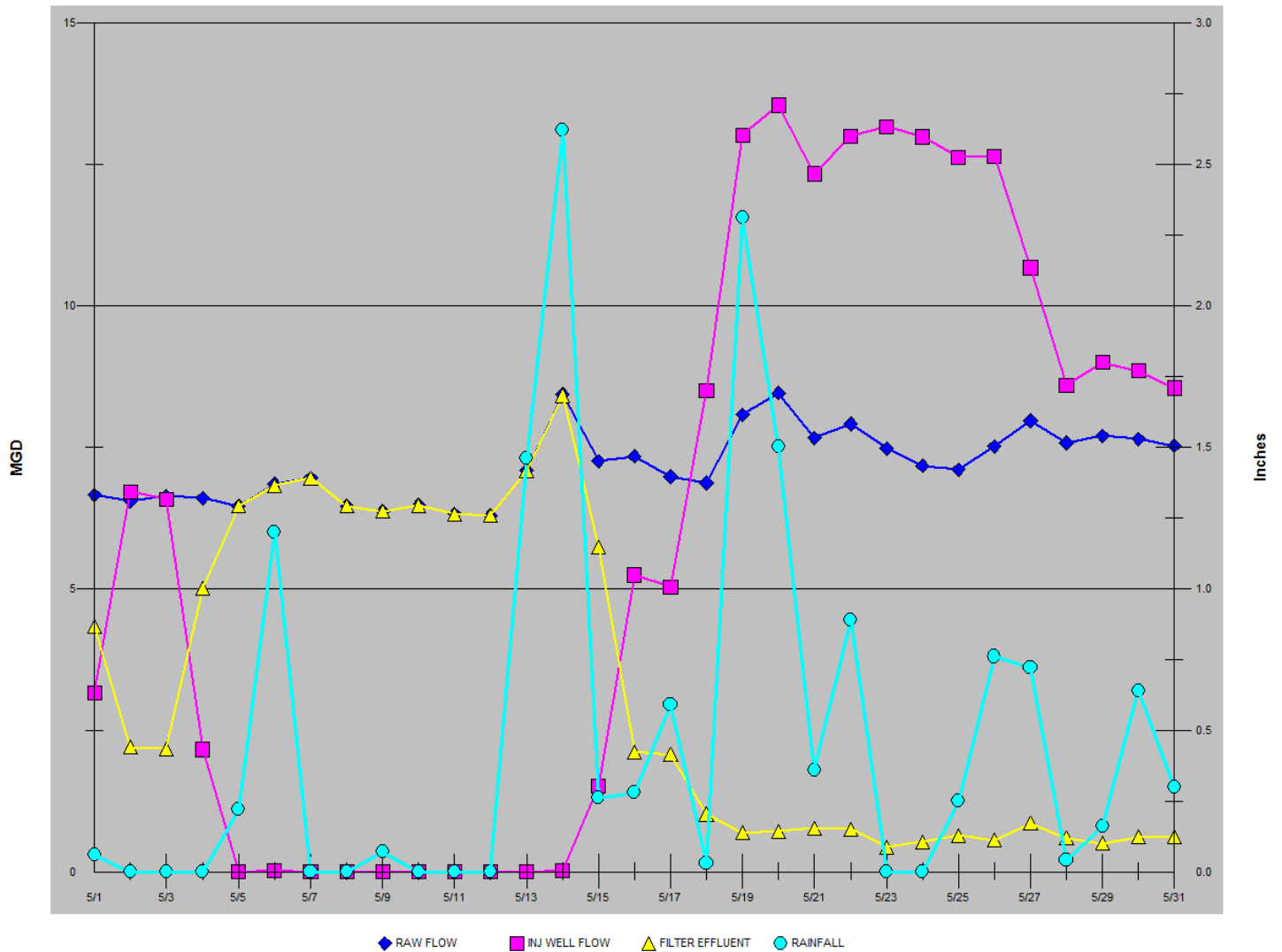


The peak hourly flow rate in May was 10.54 MGD.



The greatest single day average flow in May was 8.45 MGD.

For the month of May, the plant received 222.19 MG of influent flow of which 100.52 million gallons were sent to the IQ storage system where they were dispersed as needed to the various golf courses and the Abacoa development sites. We received 14.72 inches of rain during the month and 187.87 million gallons of blended effluent was diverted to the Injection Well. Overall, 45.24% of incoming flows was recycled for IQ use and the plant delivered 103.96 million gallons of IQ water to the Reuse customers.



Year to date, the plant recycled 74.25% of all incoming flow and the total amount of IQ water delivered to reuse customers stands at 840.30 million gallons.

All required monthly reporting has been submitted on time.

## Safety / Compliance



**SAFETY TRAINING.** Safety training for the month of May reviewed Good Housekeeping. Good Housekeeping is not only about maintaining a facility's appearance. It also brings attention to job site layouts, identifying physical hazards, eliminating waste debris and flammable materials. A clean, neat facility or jobsite will reduce slip, trip or fall hazards, decrease potential fire hazards, and improve worker productivity.



**AED INSPECTION.** The annual AED manufacturer's representative inspection was completed with no compliance or maintenance issues identified. All AED units are also inspected on a monthly basis to ensure they are ready for use by trained District employees at a moment's notice.



**HURRICANE PREPAREDNESS.** Hurricane season begins June 1st and the District has been preparing for weather emergencies with attention to pre-determined staffing, power failure procedures and emergency repair material needs. The District's hurricane plan has been posted to the intranet to allow access to all employees. This plan includes Emergency Operation Conditions (EMCONS) for each department as well as updated contact information for support, such as the DEP, FPL, local utilities, back up contractors, and emergency management agencies.



**DISTRICT TOURS.** The District hosted a tour group of disabled United States Veterans, from the West Palm Beach VA Medical Center. This VA program is designed to focus on community integration and educational opportunities in our area. The Veterans learned about plant process, environmental protection of our waterways and the equipment and infrastructure required to maintain the District's vision and goals.

Many District employees have served our country and were pleased to exchange handshakes. The District plans to hold additional tours for the VA in the future to continue to give to those who gave.

The District has one OSHA recordable injuries to report for the month of May.

The District has no lost time to report due to injury for the month of May.

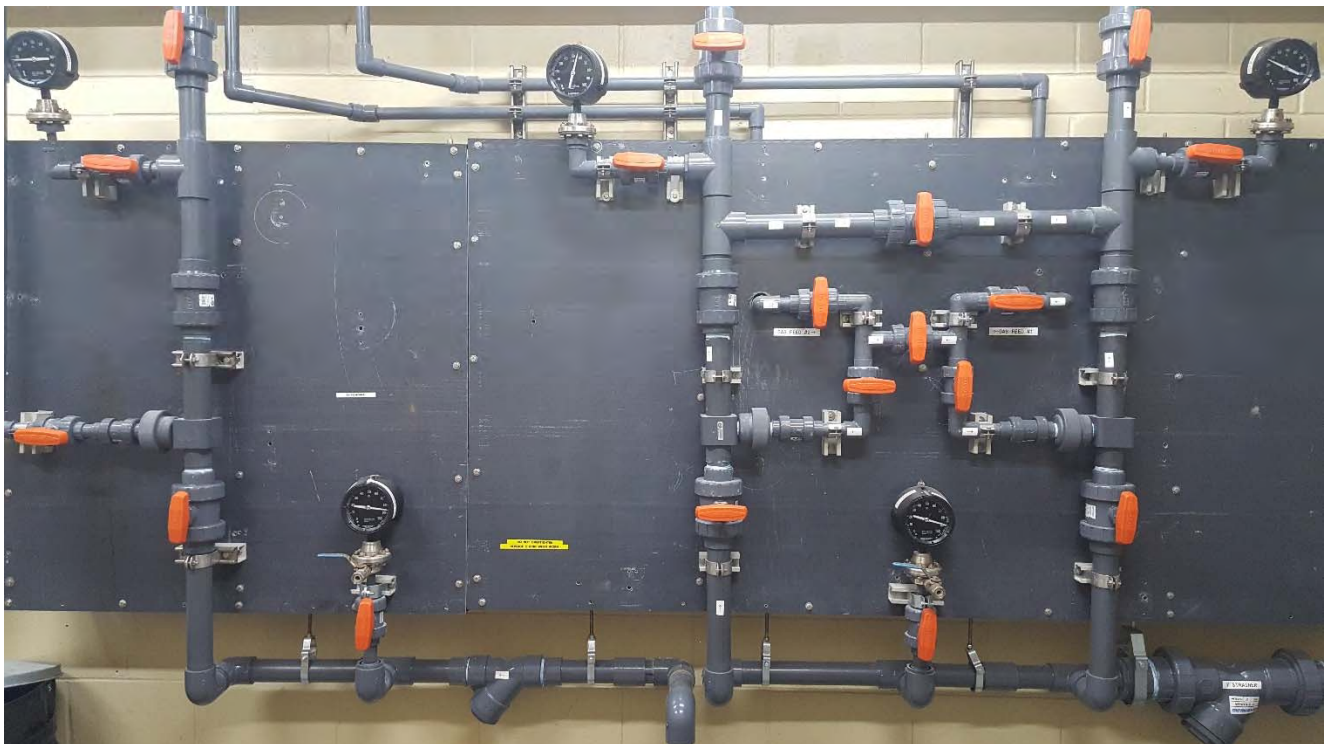


## Treatment Plant

**BELOW.** An older model chlorinator (left) which had been in service since 2006 was replaced last month with a new chlorinator (right). A Chlorinator allows operators to safely adjust the Chlorine dose to the effluent.



In addition to replacing the 4 chlorinators, Operations also replaced all valving, piping, and chlorine ejectors in the chlorine room to assure that LRD maintains a safe and efficient means of chlorination.





**BELOW.** A treatment plant operator assisted Maintenance in replacing a defective flow tube on our return activated sludge line. It's imperative for the effective operation of plant to have accurate data. Replacement of flow meters like this assure LDR's operators have accurate data to make correct process adjustments.



**HEADWORKS SPILL.** On 5/27/2018, Operations experienced a sanitary sewer overflow (SSO) at Headworks and Plant Lift Station #3. The SSO was caused by a tripped breaker in Electrical Room #1 that powers Headworks and Lift Station #3. After SCADA alarms notified operators of the power loss, they immediately went to Emergency Room #1 and reset the Headworks breaker. After the breaker was reset, operators rushed to headworks to place bar screens in by hand. When they arrived, they found that Headworks was still without power. Operators immediately opened Bypass Channels diverting influent around screens and grabbed a standby generator to power Headworks. While opening up the bypass channel, Headworks and Plant Lift Station #3 experienced an SSO of 820 gallons before total flow was diverted and power was restored. None of the spilled sewage reached surface waters or Busch Wild Life Sanctuary. The affected area was disinfected with lime.

After Headworks was re-energized and the spill was contained and disinfected, operators started investigating the root cause of the power failure. It was discovered that the breaker labeled 'Headworks' in Electrical Room #1 was also feeding an additional unlabeled breaker on an adjacent electrical panel in the same Electrical Room. This breaker was also tripped; something that none of the operators have seen in the past. Since this has happened, our plant electrician has thoroughly labeled all Headworks electrical panels and is in the process of training all operators on this breaker and all other vital breakers on the plant site.

## Maintenance

**BELOW.** Clarifier #3 was drained for an inspection and cleaning. It was great timing due to the amount of debris and rags accumulated in Clarifier. After completion of a thorough cleaning, engineering consultants Hazen & Sawyer will send in structural engineers to inspect and provide LRD with a conditional assessment report for the clarifier. Maintenance schedules each clarifier to be drained and inspected once every 5 years. By doing this scheduled maintenance, longevity of the District's assets may be assured.



After pressure washing, inspection, and any necessary repairs have been completed, Maintenance will repaint and epoxy all components of the clarifier.

**BELOW.** After delivery and set up of the new blowers for the Deep Bed Filters, there have been resident critters and rodents of LRD that have called these new blowers home. The Maintenance department evicted the unwanted guests and gave them the understanding that they would have to live elsewhere. Maintenance fabricated stainless steel screens and blocked egress to any future critters trying to nest inside the blowers.



The screens have been fabricated and installed.



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

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D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director  
FROM: Bud Howard, Director of Information Services  
DATE: June 14, 2018  
SUBJECT: Monthly Governing Board Update for May 2018

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## WildPine Ecological Laboratory

### Riverkeeper Project

District and Town of Jupiter Staff collected water quality samples from 25 monitoring stations in May. Bacterial water quality in May was worse than April and nutrient water quality was about the same, if not slightly better than the State and Federal water quality standards (Numeric Nutrient Criteria - NNC).

In May, the proportion of stations with “poor” water quality (based on DEP’s threshold of 800 MPN/100 mL) for fecal coliform bacteria throughout the watershed increased from 24% in April to 43%. Mean fecal bacteria concentrations for all sites was 1,363 MPN/100 mL, up from 651 MPN/100 mL in April. The highest concentration of fecal coliforms (5,475 MPN/100 mL) was at both the Caloosahatchee Culvert (CALC) and the Toney Penna Footbridge (TPJ) in Jones Creek. The proportion of stations showing “poor” water quality for enterococcus bacteria was high at 87%, up from 42% in April; however, the concentration of CALC (maximum for May) dropped to 8,164 MPN/100 mL, down from 24,196 MPN/100 mL in April. These results are not surprising given the record rains and heavy storm water flows into the river.

May was a better month for chlorophyll concentrations as vast amounts of storm water inputs have increased flows and flushing in the river. When compared to the stringent NNC for each river segment, 35% of our stations sampled were considered “poor” for chlorophyll in May, down from 76% in April. The highest concentration was 39 µg/L at Station 56, which flows from neighborhood storm water lakes into JDSP and eventually into North Fork. The average concentration for all sites was 11 µg/L. Due to the high concentration (202 µg/L) at Station 74 (canal into Sims Creek) last month, we resampled in May and found that the concentration dropped to 20 µg/L.

In general, Total Phosphorus (TP) increased slightly this month. In May 32% (8 out of 25) of our stations monitored for TP were “poor” relative to the NNC. The maximum TP concentration was 0.18 mg/L at Station 104 (Hobe Grove Canal that drains into Northwest Fork). The average TP for all sites was 0.08 mg/L.

Gordon M. Boggie  
Board Member

Stephen B. Rockoff  
Board Member

James D. Snyder  
Chairman

Dr. Matt H. Rostock  
Board Member

Harvey M. Silverman  
Board Member

Total Nitrogen (TN) was “good”, with 96% (1 out of 25) of the stations below the NNC for each river segment. The maximum TN concentration was 1.5 mg/L at St. 56 (JDSP drains into North Fork). The average TN for all sites was 0.8 mg/L.

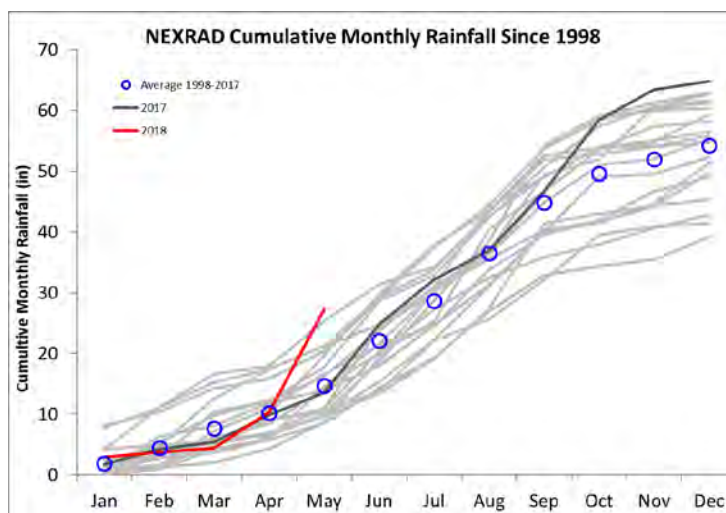


### Summer Intern

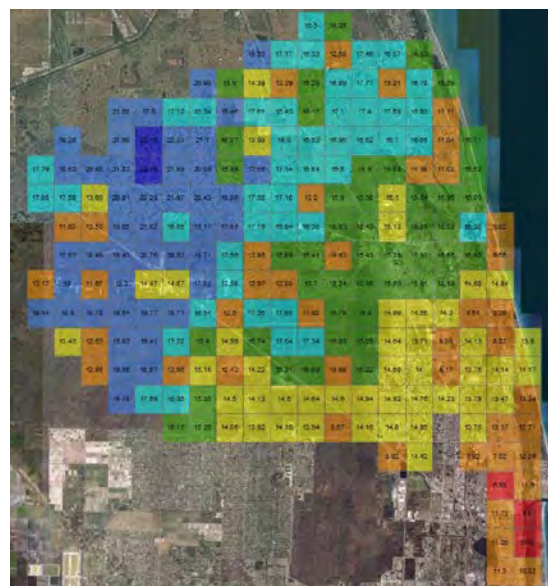
Our new intern is Zachary Taylor a native of Port Saint Lucie. Ever since he was a kid he’s had an infatuation with science. He recently attended the FAU Honors college, where he majored in microbiology. He plans to attend graduate school for microbiology, specifically focused on disease research, with hopes of a PhD in the same field. We are excited have him join us this summer to be a part of our big seagrass project and our ongoing bacteria monitoring projects.

### Hydrologic Monitoring

May brought a record setting start to the rainy season with a monthly total of 16.9” of rain averaged across the watershed. This is substantially higher than the monthly average of 2.8” typical for May. This rainfall total not only exceeded the previous record for May rainfall (9.6”, 2013), but is 7<sup>th</sup> highest monthly total in the whole 27 year period of record. Cumulative rainfall for 2018 (Jan-May) is 27.3”, considerably higher than the twenty-year average of 14.7” for the same period. Rainfall occurred on 27 days in May, with the largest single day rainfall of 2.7” occurring on May 14. Much of the rain fell on the western regions of the watershed, with portions of Hungryland WCA experiencing over 23” of rain. Coastal areas experienced the least amount of rainfall, with portions of Juno receiving about 7” of rain; still more than double the May average.



Cumulative annual rainfall using NEXRAD data. Red line indicates current 2018 cumulative rainfall total. Blue circles indicate mean accumulative rainfall since 1998. (2017 indicated as dark gray line).



Right: May 2018 rainfall distribution across the watershed using NEXRAD radar-based rainfall totals. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall.

Prior to May, the region was experiencing drought conditions requiring supplemental flows from the G-161 and pulsed flows through the G-92 water control structure. Additionally, unusually high salinities well in excess of 2 ppt had been recorded at the USGS 9.1 monitoring structure. These conditions changed as the May rains began. Flows measured at Lainhart Dam increased from pulsed flows between 16 and 67 cfs in early May to over 300 cfs on May 21. Flows averaged 331 cfs for the month. Water at the G-92 control structure was directed back into the C-18 (negative flow) to avoid excessive flows through the Northwest Fork. The S-46 control structure was opened on May 18 for flood control releases and peaked at 868 cfs on May 31.

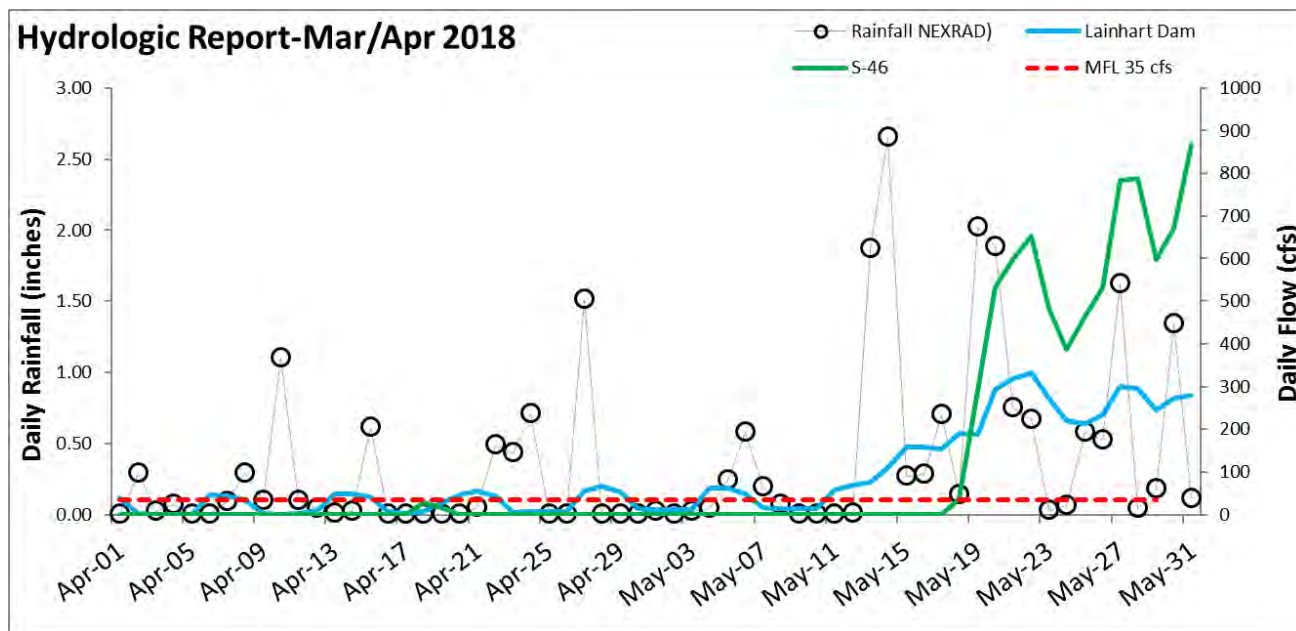


Figure shows relationship between recent daily rainfall (from NEXRAD) and mean daily flow measured at S-46 (green line) and Lainhart Dam (blue line) control structures. Dashed red line indicates minimum flows and levels (MFL) of 35 cfs.

### Oyster Settlement Monitoring

Oyster settlement monitoring for May shows that settlement activity continued in both river forks despite a substantial decrease of salinity throughout the system. Oyster settlement in with the Northwest Fork (NWF) was 1,597 spat m<sup>2</sup>, while in the Southwest Fork (SWF) a density of 6,498 spat m<sup>2</sup> was counted. These values are much lower than May 2017 when means of 6,238 and 14,555 spat m<sup>2</sup> were counted in the NWF and SWF (respectively). Most oyster spat observed on the tiles were disarticulated, indicating post settlement mortality.



## Seagrass Monitoring and Mapping

The estuary-wide seagrass monitoring and mapping project continues. This project involves revisiting 668 individual points in the river and deploying 9m<sup>2</sup> collapsable quadrats to document seagrass presence. When overlaid on the previous 2007, 2010, and 2014 mapping projects (where presence or absence of seagrass has been documented), we will have the ability to compare the 2018 data to the previous data and gauge changes in overall distribution and composition of seagrass in the Loxahatchee River.



Map of seagrass sampling points for estuary-wide seagrass mapping project for summer 2018. The lab staff plans to revisit 668 individual points randomly selected from previously established points. Each study point represents 9 square meters. Black polygon indicates region sampled as of June 8.

## Volunteer Water Quality Monitoring Program



The Volunteer Water Quality grade scored a “B” in May. All stations showed rapidly declining grading parameters in the second half of the month, corresponding to the heavy rainfall. The degradation in visibility was due to the darker colored, tannin fresh water entering river. The fair and poor salinities and clarity values occurred because they fell below the optimal ranges in these respective areas.

**Table:** Volunteer Score. Colored cells show Dark (High) to Light (Low) results. Results are compared to historical values specific to each site to determine an overall score and final grade. Color is based on an average monthly score based on results of either a 1 or 2 (“1” =normal; “2” =abnormal). Secchi is visible to bottom (depth in meters).

Site	Temp (F)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Score	Grade
LR10V	78.4	1.6	30.8	8.2	6.6	95.6	1.0	Fair	Good	Good	Good	Good	Good	91.7	A
LR30V	77.5	1.0	25.0	8.1	6.7	92.8	1.0	Fair	Fair	Good	Good	Good	Good	83.3	B
LR50V	77.9	0.5	24.2	7.8	5.5	77.4	1.3	Poor	Fair	Fair	Good	Good	Good	75.0	C
LR52.5V	77.0	0.6	17.5	7.9	5.1	67.7	1.3	Good	Fair	Good	Good	Good	Good	77.1	C
LR62V	74.8	0.9	10.3	7.3	4.4	54.9	1.0	Good	Good	Good	Good	Good	Good	100.0	A
LR107V	75.2	VAB	3.5	6.4	4.4	53.1	1.0	VAB	Good	Poor	Good	Good	Good	80.0	B
Average	76.8							scale: 0=poor 2=fair 4=good						84.5	B



## Customer Service

### **Payment Processing**

Second quarter bills were due May 15 and staff processed 19,250 payments totaling over \$2.7M. For the quarter, 65% of those payments were digital and 35% were paper check or cash. After continued incremental increases each quarter, it appears that the digital proportion may have finally plateaued. Our high digital proportion of payments is well above industry averages.

We were eager to see the numbers of recurring auto payments in May given the ease to sign up through our payments processor and the results did not disappoint. Customers made 5,830 recurring auto payments, a 9% increase over last quarter, and a 36% increase over the same time last year. A meaningful number of these payments were previously made on the website. These auto payments are valuable in they are very efficient to process, and they greatly reduce the likelihood of delinquency.

## Information Technology

### **Deep Bed Filters**

IT staff continues to support the technical elements of the Deep Bed Filter construction project. In coordination with the project team, we were able to integrate into our system the control system for the new Filter Pump Station #1 pumps and drives. Final testing and hand over to Plant Operations is expected in June.

### **Parcel Accounting System and Neighborhood Sewer Databases**

In a continued effort to share information across the District, we have combined information from multiple data sources to help us provide a more complete picture historical sewer conversion and the present reconciling of District sewer accounts multiple data sources. The combination of county property data, neighborhood sewer projects, and customer service provides a host of new functionality, including comprehensive historical records on sewer conversion and connection, pollution reduction calculations within our service area, and more informed decision making on future projects and initiatives.

### **ArcNLET Pollution Model**

One of the requirements of the Reasonable Assurance Plan formulation to improve water quality in the Loxahatchee (in coordination with area stakeholders and FDEP) is to quantify the pollution reductions brought by the District's neighborhood sewer program. FDEP requires the use of a Geographic Information System (GIS) modeling tool named ArcNLET, which was developed by a Dr. Ye and his team at Florida State University, for the pollution calculations. The model utilizes elevation, sediment characteristics, and waterbody boundary data to calculate pollution plumes (nitrate and ammonium) from individual septic tanks and into the adjacent water bodies. After diligence, persistence, and the helpful guidance of Dr. Ye, we are excited to report that we have now have ArcNLET running here at the District. This tool will not only allow us to compute the data needed for the Reasonable Assurance Plan, but also perform a variety of interesting analyses to quantify the pollution reduction benefits of the District's sewer program.

### **Cybersecurity Conference**

Joe Chung, IT Manager, was able to attend the annual user conference for Palo Alto Networks which is our main security vendor for firewall and endpoint protection. During the conference, he was able to learn more about today's threat environment and ways to mitigate current and future attacks.

# Loxahatchee River Environmental Center

## June 2018

### River Center Summary Statistics



## LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD

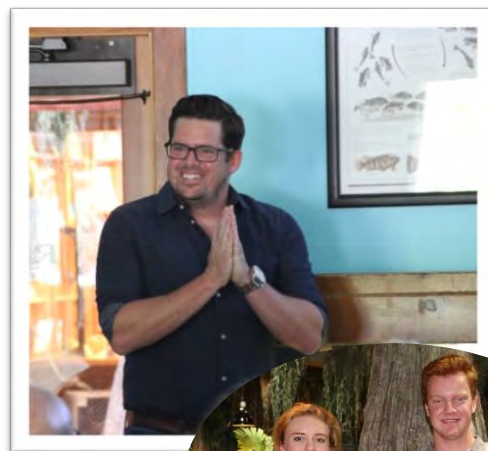
	Total Visitors	School & Camp Visitors	RC Offsite Programs	RC Onsite Programs	RC Staff Guest Appearances	Program Cancellations	Volunteer Engagement	1st Time Visitors	Visitor Satisfaction	Staff Assessment	Environmental Stewardship	Expenses	Program Revenue
Benchmark / Customer Expectation	% of Target	% of Target	% of Target	% of Target	% of Target	% of programs	% of Target	% of Target	Rating Average	Rating Average	Positive Responses	% within budget	% of Target
Green Level	≥ 90%	≥ 90%	≥ 90%	≥ 90%	≥ 90%	< 5%	≥ 90%	≥ 90%	≥ 4	≥ 4	≥ 90%	≥ 85% but ≤ 105%	≥ 90%
Yellow	≥ 75%	≥ 75%	≥ 75%	≥ 75%	≥ 75%	< 10%	≥ 75%	≥ 75%	≥ 3	≥ 3	≥ 80%	≥ 80%	≥ 75%
Red	< 75%	< 75%	< 75%	< 75%	< 75%	> 10%	< 75%	< 75%	< 3	< 3	< 80%	< 80% or > 105%	< 75%
2016 Baseline	100%	104%	51%	110%	155%		102%	27%	N/A	N/A	N/A	111%	124%
2017 May	88%	85%	70%	90%	68%	53%	122%	32%	5.0	N/A	N/A	105%	108%
June	109%	104%	160%	114%	6%	0%	91%	71%	4.9	N/A	N/A	105%	127%
July	99%	95%	142%	119%	161%	0%	97%	43%	4.9	N/A	N/A	103%	191%
Aug	87%	43%	89%	80%	80%	11%	120%	50%	4.7	N/A	N/A	103%	107%
Sept	71%	96%	96%	90%	0%	0%	62%	48%	N/A	N/A	N/A	98%	104%
Oct	103%	107%	90%	156%	304%	8%	79%	113%	5.0	400%	78%	93%	100%
Nov	139%	145%	1120%	265%	600%	13%	67%	92%	4.9	4.2	88%	96%	101%
Dec	126%	113%	150%	125%	18%	0%	117%	50%	5.0	4.1	90%	96%	101%
2018 Jan	121%	78%	117%	122%	15%	11%	233%	98%	4.7	3.9	93%	85%	87%
Feb	118%	133%	169%	155%	124%	24%	162%	67%	4.2	4.0	88%	93%	75%
Mar	104%	83%	263%	143%	186%	0%	79%	46%	4.8	3.6	97%	91%	49%
Apr	89%	66%	227%	113%	480%	42%	205%	84%	5.0	3.9	99%	83%	41%
May	101%	81%	120%	282%	0%	9%	287%	54%	4.9	4.6	77%	87%	86%
Consecutive Months at Green	1	0	12	9	0	0	2	0	8	1	0	1	0
Metric Owner	O'Neill	Harris	Harris/Duggan	Harris/Duggan	Duggan	Harris	Harris	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill

Metric	Explanation
School & Camp Visitors	Reduced number of programs (only 11) due to the end of the school year. Field trips stop about 2 weeks before the end of May as schools try to wrap up projects and tests.
RC Guest Appearances	River Center did not have any outreach opportunities scheduled this month.
Program Cancellations	We only had 1 program cancel, but since there were only 11 programs scheduled, the percentage is high.
1st time Visitors	Unsure why we are seeing less first-time visitors. We will retrain new volunteers coming in for the summer to check off new visitors.
Environmental Stewardship	There were 2 responses (40% of responses) from field trip surveys that resulted in this low number. One marked "other" but said in the comments: "Yes, they love anything ocean". The other one was also marked "Other" and said "Yes, although protect/preserve was not focused on as much as I would have expected."
Revenue	AustinBlu tournament and a few other programs came out of deferred this month showing an increase. Summer should see us back on track with revenue as it comes out of deferred.

**River Center General**  
**No major projects this month**

### ***Lecture Series***

On Friday, June 1st the River Center hosted our monthly lecture series! Our June speaker was Benji Studt, Environmental Program Supervisor for Palm Beach County's Environmental Resource Management. His presentation was entitled: "Palm Beach County Natural Areas: Saving Nature, Healing Humans" and showcased Benji's amazing wildlife photography. It was a fantastic presentation by an amazing speaker. We had over 59 participants at this event. We also presented our annual winners of our Tommy Thompson Scholarship. This year we awarded our scholarships to Alexandra Matys and Eric Gibson.



### ***Special Programs***

#### **ERM Kayak Tour Winding Waters**

The River Center partnered with Palm Beach County Department of Environmental Resources Management for a kayak tour of Winding Waters Natural Area. This sunset paddle was rescheduled to Tuesday, May 22nd from the prior week due to heavy rains that fell over South Florida. This led to higher water levels at the natural area, which allowed access to places in the park normally not seen by boat. Wildlife was in abundance and vegetation was everywhere. Highlights of the trip include alligators, herons, egrets and anhinga's! We had 10 participants for this paddle.





### Kayak Tour-Riverbend Park

On Wednesday, May 23rd the River Center hosted a public kayak tour to Riverbend Park in honor of the Wild and Scenic designation of the Loxahatchee River. Launching from Picnic Island, we paddled our way up to Lainhart Dam spotting various wildlife along the way. Guests marveled at the numerous alligators, osprey and turtles that populate our waters. It was a beautiful day out on the water and we hope to visit Riverbend again very soon. We had 4 guests plus our whole River Center staff take part in this paddle as part of our summer training.



### Loxahatchee River Boat Tour



Eight guests took a journey up the beautiful, Wild and Scenic Loxahatchee River aboard the "Osprey" Aqua Adventure Tours led by a River Center Naturalist on May 2nd. During the trip, we saw different estuarine habitats and explored the untouched and protected areas of the river. We saw a mother osprey with her two chicks and a variety of water birds like Great Blue Herons, Brown Pelicans, Ibis, and Belted Kingfishers. We also saw several freshwater turtles catching some rays. This was our last boat tour of the season but we are excited to

offer a family sandbar and seashell boat ride and snorkel experience this summer.

### Summer Camp Counselor Training

This month the River Center conducted summer camp counselor training for the upcoming summer season. Fifteen high school students dedicated their time for training on water safety, kayaking, seining, and equipment uses. We also covered counselor expectations, responsibilities, and behavior. They got a chance to meet each other, the college interns, and River Center staff. To be a River Center counselor requires dedication, enthusiasm, and hard work. We have been so proud of these volunteers and are looking forward to a happy and safe summer camp season.



## Outreach

### Green School Recognition Awards Luncheon

Florida Atlantic University/Pine Jog Environmental Education Center, in partnership with the School District of Palm Beach and Martin Counties, celebrated the 2018 “Class” of Palm Beach and Martin Counties’ Green Schools. On May 16th, 120 public and private schools made the grade in “going green” this year and celebrated their efforts at the tenth annual Green Schools Awards Luncheon held in their honor. All Green Schools of Promise, Quality, and Excellence were acknowledged, along with the 1st, 2nd and 3rd place winners, as well as the Judge’s Choice cash awards. They also celebrated the Green Principal and Teacher of the Year. This year the River Center: Loxahatchee River District awarded the Judges Choice award in Water Conservation to Palm Beach Central High School.

### Volunteer of the Month – Christopher Danley

This month we would like to acknowledge Christopher Danley as our special volunteer of the month. Chris is a graduate of Florida Atlantic University and former River Center intern. He just finished his first-year teaching as a high school science teacher at the Kings Academy, and is getting ready to start a new career in GIS with Next Era Energy. Chris is being honored for his time, knowledge, and energy helping with the first annual AustinBlu Fishing Tournament. Chris dedicated his time helping at the captain’s meeting, setting up for the awards ceremony, as well as reviewing and approving fish tournament submissions. He was there to help with our public tour and fish feeding as well as a touch tank docent. His jump-right-in attitude was exactly what we needed to help us facilitate this successful event. On

behalf to the River Center and the AustinBlu Foundation we thank Chris for his tireless effort, greatly appreciate his hard work, and look forward to his volunteer time in the future. Thank you Chris!



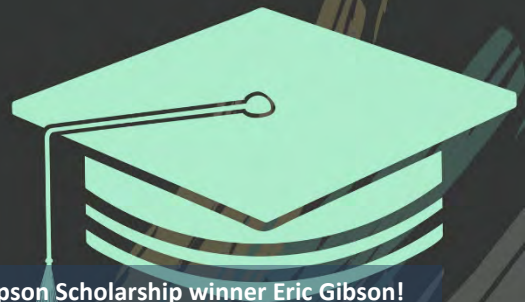
## SAWYER "TOMMY" THOMPSON, JR. SCHOLAR



### Eric Gibson

**Congratulations to our Tommy Thompson Scholarship winner Eric Gibson!**

Eric has been a River Center Volunteer since 2015. He has assisted with many of our programs such as campfires, special events and outreach festivals! Eric is hardworking and deserves this amazing recognition.



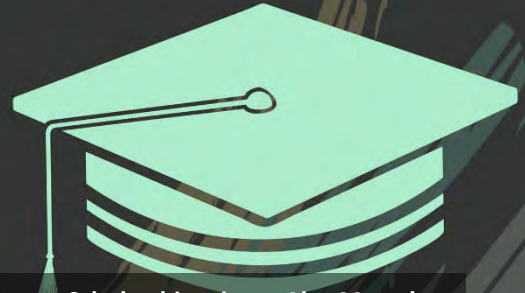
“I am Eric Gibson and I am 17 years old. I recently graduated from Jupiter High School through the Jupiter Environmental Research and Field Studies Academy with a 4.3 GPA. I grew up in Jupiter Farms and love to visit new places. My travels include the Bahamas and Belize as well as North Carolina, Colorado, Montana and various others. I love the outdoors and some of my favorite activities include hiking, kayaking and mountain biking. Through these experiences I have come to appreciate nature and all it has to offer. In my upcoming years, I hope to gain more experience and knowledge of our complex ecosystems. In the Fall, I plan to attend the University of South Florida and major in Environmental Science.”



## SAWYER "TOMMY" THOMPSON, JR. SCHOLAR



Alexandra Matys



**Congratulations to our Tommy Thompson Scholarship winner Alex Matys!**

Alex has been a River Center Volunteer since 2013. She has assisted with many of our programs such as campfires, special events and summer camp! Alex is very hardworking and deserves this amazing recognition.

"I grew up in South Carolina and moved to Florida 8 years ago when I was ten. I've always loved science and I've especially been interested in environmental science and biology ever since I've moved to Florida. I'll be attending University of Florida and majoring in biology."

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### *Upcoming River Center Events*

RSVP at [www.lrdrivercenter.org/events-calendar](http://www.lrdrivercenter.org/events-calendar)  
[rivercenter@lrecd.org](mailto:rivercenter@lrecd.org) or 561-743-7123

**June 2-July 14: Jr. Angler Fishing Tournament:** The Loxahatchee River District's River Center, in partnership with Fishing Headquarters, Annual Jr. Angler Tournament is in full swing!! We already have 55 anglers registered and out there fishing! Registration is open until July 14<sup>th</sup> – it isn't too late to sign up!

**June 23, 10 am – 11:30 am: Little Otters Family Fun:** This summer program is designed for families with children ages 3-6 held on selected Saturdays this summer. The program will include a themed story, touch tank demonstration, dip netting and crab hunting. There are both inside and outside portions along with opportunities to get your feet wet.

**June 30, 10 am – 12 pm: Family Estuary Exploration: Blowing Rocks Preserve** (lagoon side). Bring Swimsuit & Sunscreen, Closed Toed Water Shoes {NO FLIP FLOPS OR CROCS}, Refillable Water Bottle. Please RSVP.

**July 3, 8:30am – 11am: Introduction to Kayaking 101:** Join the River Center staff for a workshop designed to help you paddle more efficiently, with less pain and strain, learn important safety skills and where to find great paddling locations. \$20 per person. RSVP is required.

**July 4, 9 am – 12 pm: Fishing Clinic:** Fishing clinics are a great way for kids to learn the basics of fishing methods and tactics! Parents will learn important safety tips for taking kids fishing and how to abide by regulations when out fishing. The River Center in partnership with Fishing Headquarters provides half-day fishing clinics for kids that give your child a fun,



engaging overview of the following: Knots, lures and bait, Fish Identification, Casting Practice, Fishing Safety, Conservation and Regulation, FISHING! (of course). Cost \$10/child. Please RSVP.

**July 6, 10 am – 12 pm: Family Estuary Exploration: Blowing Rocks Preserve** (lagoon side). Bring Swimsuit & Sunscreen, Closed Toed Water Shoes {NO FLIP FLOPS OR CROCS}, Refillable Water Bottle. Please RSVP.

**July 11, 3pm – 5pm: Sandbar & Seashells Family Boat Tour:** Join the River Center for an exciting family-friendly boat tour! Hop on-board the Osprey for a trip up the central embayment of the Loxhatchee River. Hunt for shells and creatures at the sandbar and soak up the summer sun! Make sure to bring water, snacks, water shoes, and snorkel gear!

**July 14, 8am – 4pm: Boating Safely Class:** The River Center continues to collaborate with the US Coast Guard Auxiliary “Flotilla 52” to provide a series of Boating Safely Classes targeted specifically to young boaters in our community. These classes are provided through a generous sponsorship by the AustinBlu Foundation, a not-for-profit dedicated to raising awareness and promoting educational programs to improve boater safety. There is no cost for this class, however there is a deposit required to reserve a seat. The deposit of \$10 will be refunded in full to all students who complete the class. Recommended for children 12 years and up.

**July 21, 10 am – 11:30 am: Little Otters Family Fun:** This summer program is designed for families with children ages 3-6 held on selected Saturdays this summer. The program will include a themed story, touch tank demonstration, dip netting and crab hunting. There are both inside and outside portions along with opportunities to get your feet wet.

**July 28, 9 am – 12 pm: Fishing Clinic:** Fishing clinics are a great way for kids to learn the basics of fishing methods and tactics! Parents will learn important safety tips for taking kids fishing and how to abide by regulations when out fishing. The River Center in partnership with Fishing Headquarters provides half-day fishing clinics for kids that give your child a fun, engaging overview of the following: Knots, lures and bait, Fish Identification, Casting Practice, Fishing Safety, Conservation and Regulation, FISHING! (of course). Cost \$10/child. Please RSVP.

**August 1, 9:30am – 11:30 am: Sandbar & Seashells Family Boat Tour:** Join the River Center for an exciting family-friendly boat tour! Hop on-board the Osprey for a trip up the central embayment of the Loxhatchee River. Hunt for shells and creatures at the sandbar and soak up the summer sun! Make sure to bring water, snacks, water shoes, and snorkel gear!

**August 4, 10 am – 11:30 am: Little Otters Family Fun:** This summer program is designed for families with children ages 3-6 held on selected Saturdays this summer. The program will include a themed story, touch tank demonstration, dip netting and crab hunting. There are both inside and outside portions along with opportunities to get your feet wet.

**August 10, 8:30am – 11am: Introduction to Kayaking 101:** Join the River Center staff for a workshop designed to help you paddle more efficiently, with less pain and strain, learn important safety skills and where to find great paddling locations. \$20 per person. RSVP is required.

**August 11, 8am – 4pm: Boating Safely Class:** The River Center continues to collaborate with the US Coast Guard Auxiliary “Flotilla 52” to provide a series of Boating Safely Classes targeted specifically to young boaters in our community. These classes are provided through a generous sponsorship by the AustinBlu Foundation, a not-for-profit dedicated to raising awareness and promoting educational programs to improve boater safety. There is no cost for this class, however there is a deposit required to reserve a seat. The deposit of \$10 will be refunded in full to all students who complete the class. Recommended for children 12 years and up.

PORTAIT // AUSTINBLU FOUNDATION



Dakota Stephanos, Carly Black and Blu Stephanos

## FINDING LIGHT DURING THEIR DARKEST HOUR

Turning a tragic accident into something positive is no easy feat, and losing a child is something no parent can fathom. But, for Blu Stephanos and Carly Black, creating a legacy for their son, Austin, gives them a sense of peace, purpose and hope that they are saving others' lives by educating kids on safe boating practices.

WORDS AND OPENING PHOTO BY LORI GRIFFITH

On July 24, 2015, Austin Blu Stephanos and Perry Cohen left the Jupiter Inlet for a day of fishing on Austin's 19-foot Seacraft boat. A particularly brutal afternoon storm quickly rolled in, catching them unaware. Frankie calls to the boys went unanswered. What transpired next was an unprecedented search and rescue effort, drawing media attention around the globe focused on finding the boys. After seven days, the Coast Guard officially called off the search.

"Truth of the matter is, when faced with a tragedy, everyone else's lives go on but your own," says Blu Stephanos about the loss of his son, Austin. "No day is easy, but I owe it to Austin to be able to smile, just as he did every day of his life. I feel I owe it to him to double up on those things."

Austin was a lover of fishing, hunting and diving, says Carly Black. "I wanted to do something to carry on our son's name," she says. "Starting the AustinBlu Foundation has been so amazing to be able to carry on his name and teach people about boating, and I know he would be so proud. I know he is looking

social media, and the response we got back was absolutely spiritual. It was more than we could ever have expected and we are forever grateful."

They recommend kids and adults take boating safety classes. The foundation pays for classes for anyone older than 12 years of age. AustinBlu foundation has sponsored 18 kids going through a beginner boating class, which puts them on a boat with a Coast Guard safety operator. What to do in an emergency and critical skills like what to do in a man-overboard situation.

Additionally, the AustinBlu Foundation recommends and advocates an annual boating safety check for every radio beacon or PLB (personal locator beacon) be standard equipment on each boat. An EPIRB is used to alert search and rescue authorities in the event of an emergency by transmitting a 406 MHz distress frequency via satellite to rescue sources.

According to Nicky, the founder of ACF Electronics, an AustinBlu Foundation sponsor. "Every boater should have an EPIRB on their boat. Even if they don't go too far, it's a life-saving device. The weather issues are inevitable. The AustinBlu Foundation is the first foundation in the world to promote technology and boating."

The Bencon Bill, not widely publicized, is something Blu worked tirelessly on with Sen. Joe Negron and Rep. Mike Pineda. The bill gives boaters a 25-percent discount on annual registration with proof of a registered EPIRB on board.

Carly and Blu went to emphasize the importance of kids staying in communication with their parents. "That's one good thing that's really good at and why he was allowed to do."

Carly says, "He was always very responsible, level-headed and wise beyond his years."

The AustinBlu Foundation and River Center will host the first annual AustinBlu Land and Sea Fishing Tournament. According to Jocelyn O'Neill, environmental education manager for the River Center, "We've been running a successful Junior Angler Tournament since 2005. Each year, we've developed a partnership with the AustinBlu Foundation through the boating safety classes. This seemed like a great idea to put the two together to create a family-oriented fishing tournament that would honor his memory and fulfill his just mission to get people out on the water safely."

The tournament includes two competitions: harvest and release. During the harvest competition, anglers bring in their catch and donate it to the release competition. Anglers will



Photos of Austin Blu Stephanos provided by the family

take a photograph of the fish and submit the photo online and receive a certificate. Anglers can target a selection of species reachable both from the shoreline and offshore. Following the competition will be an awards ceremony where the winners will receive trophies, silent auction, raffles and a kids area.

Blu says the tournament is a family affair, and while "it's hard on Carly and me, Dakota (Austin's brother) has handled it so well. Blu was an amazing person, and his fishing was his favorite cartoon, 'Brother Bear,' in which the small character was named 'Koda.'"

"He manages to find the positive in everything and is so proud to be Austin's little brother, which he wears like a badge of honor. I know his brother is watching over him," Blu says.



Carly puts an emphasis on giving back to the community that supported her and Blu during their darkest hour. "It's a way to give back and do good in Austin's name for our community and the world we live in. We hope everyone is so proud of it," she says. "Everyone should choose kindness in life when they get a choice because that's how Austin lived his life and it's the only way to be in a world with so much hate and negativity. And he had a love for the outdoors, and he loved to walk that you know nothing about."



# Sports

## Jupiter youth scores tourney best with in shore fishing

Hunter Hansen holds his trophy fish recently at the inaugural AustinBlu Foundation Land and Sea Fishing Tournament. LORI GRIFFITH/SPECIAL TO THE JUPITER COURIER NEWSWEEKLY

**Lori Griffith**

Special to the Jupiter Courier Newsweekly

Hunter Hansen won first place recently with this 24-pound jack he caught inshore fishing at the inaugural AustinBlu Foundation Land and Sea Fishing Tournament.

The tournament was held at the River Center in Jupiter on May 5.



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

D. Albrey Arrington, Ph.D., Executive Director



## MEMORANDUM

TO: Governing Board

FROM: Administration Staff

DATE: June 11, 2018

SUBJECT: Consultant Payments

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The following amounts have been reviewed, and approved for payment to our consultants for work performed during the prior month.

	<u>Prior Month</u>	<u>Fiscal YTD</u>
Smith, Gaskill & Shenkman, PA	\$11,945.64	\$66,969.33
Arcadis		\$40,201.93
Hazen	\$49,554.11	\$286,995.92
Holtz	\$14,097.35	\$99,030.18
Mathews	\$7,686.01	\$140,669.65

Should you have any questions in regard to these items, please contact Kara Peterson concerning the attorney's invoice, and Clint Yerkes concerning the engineers' invoices.

J:\BOARD\Consult2018.docx

Gordon M. Boggie  
Board Member

Stephen B. Rockoff  
Board Member

James D. Snyder  
Chairman

Dr. Matt H. Rostock  
Board Member

Harvey M. Silverman  
Board Member





# Future Business

## Neighborhood Sewering:

- Final Assessment-Jupiter Inlet Colony
- Preliminary Assessment-Turtle Creek Subsystem 2
- Preliminary Assessment-Turtle Creek Subsystem 3
- Island Country Estates Notice of Intent
- Island Country Estates Engineering Contract Award
- **Other:**
  - Budget FY 2019
  - Alternate A1A Force Main Extension Contract
  - Lift Station Rehabilitation Contract