

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



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

AGENDA REGULAR MEETING #24-2018 NOVEMBER 15, 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 12**
 - B. Loxahatchee River District Dashboard **Page 13**
5. Consent Agenda (see next page) **Page 14**
6. Regular Agenda
 - A. Consent Agenda Items Pulled for Discussion
 - B. Employee Health Insurance **Page 47**
 - C. Procurement Policy Revision **Page 61**
 - D. Lift Station 82 Conversion Engineering Award **Page 114**
 - E. Alternate A1A Force Main Extension Contract Award **Page 115**
 - F. New Vacuum Truck Purchase **Page 119**
 - G. Process Control Maintenance Service Contract **Page 136**
7. Reports (see next page) Pulled for Discussion
8. Future Business **Page 181**
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: November 5, 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. Fixed Asset Disposal – to approve disposal **Page 15**
- B. Staff Award Policy – to approve policy **Page 16**
- C. Executive Director Contract Revision – to approve revision **Page 18**
- D. Generator Purchases Lift Stations 43 and 62 – to approve purchases **Page 20**
- E. Girl Scouts of Southeast Florida, Inc. Partnership Agreement – to approve agreement **Page 29**
- F. Change Orders to Current Contracts – to approve modifications **Page 45**

7. REPORTS

- A. Neighborhood Sewering **Page 137**
- B. Legal Counsel's Report **Page 139**
- C. Engineer's Report **Page 142**
- D. Busch Wildlife Sanctuary **Page 148**
- E. Director's Report **Page 149**

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



MEMORANDUM

TO: Governing Board

FROM: Recording Secretary

DATE: November 8, 2018

RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Public Hearings and Regular Meeting of October 18, 2018. As such, the following motion is presented for your consideration.

“THAT THE GOVERNING BOARD approve the minutes of the October 18, 2018 Public Hearings and 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

Ref. 21-2018

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
PUBLIC HEARING – MINUTES
OCTOBER 18, 2018

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Snyder called the Public Hearing of October 18, 2018 to order at 6:55 P.M.

2. ROLL CALL

The following Board Members were in attendance:

Mr. Boggie
Mr. Rockoff
Mr. Snyder
Mr. Silverman

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO THE FINAL ASSESSMENT ROLL FOR 12750 US 1.

No comments from the public were received.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Chairman Snyder adjourned the Public Hearing at 6:56 P.M.

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY

Ref. 22-2018

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
PUBLIC HEARING – MINUTES
OCTOBER 18, 2018

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Snyder called the Public Hearing of October 18, 2018 to order at 6:57 P.M.

2. ROLL CALL

The following Board Members were in attendance:

Mr. Boggie
Mr. Rockoff
Mr. Snyder
Mr. Silverman

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO THE FINAL ASSESSMENT FOR COUNTY LINE RD-MARTIN COUNTY.

No comments from the public were received.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Chairman Snyder adjourned the Public Hearing at 6:57 P.M.

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
OCTOBER 18, 2018

1. CALL TO ORDER

Chairman Snyder called the Regular Meeting of October 18, 2018 to order at 7:00 pm.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance.

Mr. Boggie
Mr. Rockoff
Mr. Snyder
Mr. Silverman
Dr. Rostock arrived at 7:02

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

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

Ms. Kight from Busch Wildlife Sanctuary was also in attendance.

B. PREVIOUS MEETING MINUTES

The minutes of the Regular Meeting and Public Hearings of September 20, 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 September 20, 2018 Public Hearings and Regular Meeting as submitted.”

C. ADDITIONS & DELETIONS TO THE AGENDA

Item 6B was deleted.

3. COMMENTS FROM THE PUBLIC

Ms. DD Halpern from Juno Beach voiced several environmental concerns regarding exotic vegetation control, trash at Lainhart Dam and missing alligators. Dr. Arrington stated that he would contact the responsible agencies regarding her concerns.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard gave a presentation on the Red Tide event in our area.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

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

“THAT THE GOVERNING BOARD approve the Consent Agenda of October 18, 2018 as presented.”

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

A. 12750 US 1 Final Assessment (2018-26)

“That the Governing Board approve Resolution 2018-26 adopting the 12750 US 1 Final Assessment Roll and Exhibits.”

B. County Line Rd-Martin County Final Assessment (2018-28)

“That the Governing Board approve Resolution 2018-28 adopting the County Line Rd-Martin County Final Assessment Roll and Exhibits.”

C. 181st St N Notice of Intent to Assess (2018-30)

“That the Governing Board approve Resolution 2018-30, the Notice of Intent to Assess, the Pending Lien Notice, and the Exhibits for the 181st St. N. Assessment Area.”

D. New Palm Beach Heights Notice of Intent to Assess (2018-31)

“That the Governing Board approve Resolution 2018-31, the Notice of Intent to Assess, the Pending Lien Notice, and the Exhibits for the New Palm Beach Heights Assessment Area.”

E. Fixed Asset Disposal

“That the Governing Board authorize the Executive Director to dispose of tangible personal property including fixed asset number TE76-1 and tag number 2810 in the schedule above.”

F. Manhole Lining – to award contract

“That the District Governing Board authorize the “piggyback” of Palm Beach County Water Utilities District Contract Bid 16-094 with Hinterland Group, Inc. for manhole rehabilitation services in the amount of \$90,000.00.”

G. Bulk Polymer Procurement – to authorize piggy-back

“That the District Governing Board authorize the Executive Director to execute the “piggyback” of Indian River County contract (Contract #2018002) extension with Polydyne, Inc. for the provision of bulk polymer at price of \$9.632 per gallon in accordance with their contract terms for the period of October 1, 2018 through September 30, 2019, and authorize the Executive Director to execute an associated annual Purchase Order for an amount not to exceed \$72,800.00.”

H. Indian River Lagoon License Plate Funding Agreement – to authorize execution

“That the Governing Board authorize the Executive Director to execute the SFWMD Indian River Lagoon License Plate Funding Agreement (#4600003897), and upon receipt of the grant funds authorizes the Executive Director to apply a \$1,477.16 credit towards the connection fee for each of the 38 affected properties.”

I. Change Orders to Current Contracts – to approve modifications

No change orders were presented.

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

No items per pulled for discussion.

C. Lift Station 70 Contract Award

Mr. Dean reviewed his memo on the Lift Station 70 contract.

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

“THAT THE DISTRICT GOVERNING BOARD authorize the award of a contract to All Florida Contracting Services, LLC for the Lift Station 70 Emergency Generator and Power/Control Panel in the amount of \$173,725.00
and

THAT THE DISTRICT GOVERNING BOARD authorize an additional contingency amount of \$5,200.00.”

D. Lift Station 65 Lateral Lining Contract Award

Dr. Arrington reviewed Mr. Dean’s memo on the Lift Station 65 contract.

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

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggyback” of Manatee County Contract Bid IFB 16-1327BLS with BLD Services, Inc. for lateral lining rehabilitation services in the amount of \$359,350.00
and

THAT THE DISTRICT GOVERNING BOARD authorize an additional contingency amount of \$20,000.00.”

E. Penn Park Main Lining Contract Award

Mr. Dean reviewed his memo on the Penn Park Main Lining contract.

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

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggyback” of Palm Beach County Water Utilities District Contract Bid 16-094 with Hinterland Group, Inc. for main line rehabilitation services in the amount of \$292,000.00
and

THAT THE DISTRICT GOVERNING BOARD authorize an additional contingency amount of \$20,000.00.”

F. Employee Health Insurance

Dr. Arrington reviewed his memo on Employee Health Insurance. No action was taken.

G. Rehabilitation of Lainhart and Masten Dams

Dr. Arrington reviewed his memo on the rehabilitation of Lainhart and Masten Dams.

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

“THAT THE GOVERNING BOARD authorize the Chairman to sign the attached letter of appreciation to South Florida Water Management District for their efforts to rehabilitate Lainhart and Masten Dams.”

H. General Maintenance & Repair Contract

Mr. Dean reviewed his memo on the General Maintenance and Repair contract.

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

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an extension of contract ITB#15-005-CTS with Felix Associates of Florida, Inc. to October 15, 2019 with adjustment to unit prices in accordance with a CPI-U increase of 2.7%.”

I. Jupiter Ocean Racquet Club Force Main Replacement

Mr. Dean reviewed his memo on the Jupiter Ocean Racquet Club Force Main replacement.

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

“THAT THE DISTRICT GOVERNING BOARD authorize the award of a contract to V Engineering for the Jupiter Ocean Racquet Club Force Main Replacement Phase 2 in the amount of \$260,000.00

and

THAT THE DISTRICT GOVERNING BOARD authorize an additional contingency amount of \$5,200.00.”

7. REPORTS

Ms. Kight presented her report on Busch Wildlife Sanctuary.

The following reports stood as written:

A. NEIGHBORHOOD SEWERING

B. LEGAL COUNSEL’S REPORT

C. ENGINEER’S REPORTS

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. Rockoff, Seconded by Mr. Silverman,
Passed Unanimously.

“That the Regular Meeting of October 18, 2018 adjourn at 8:26.”

BOARD CHAIRMAN

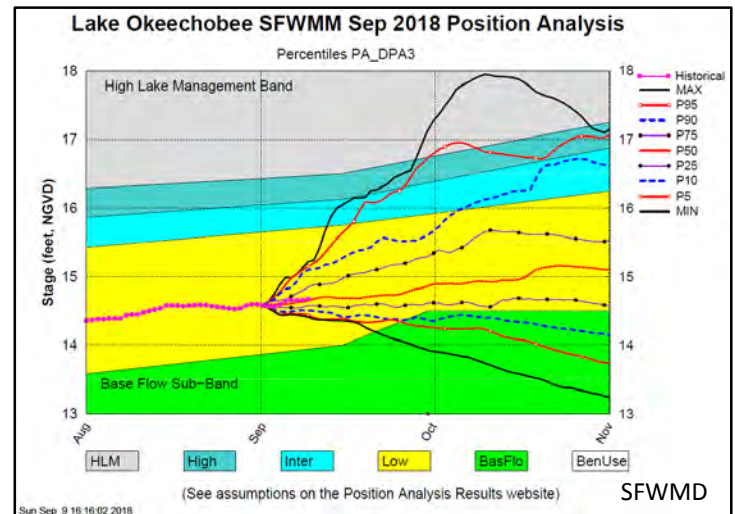
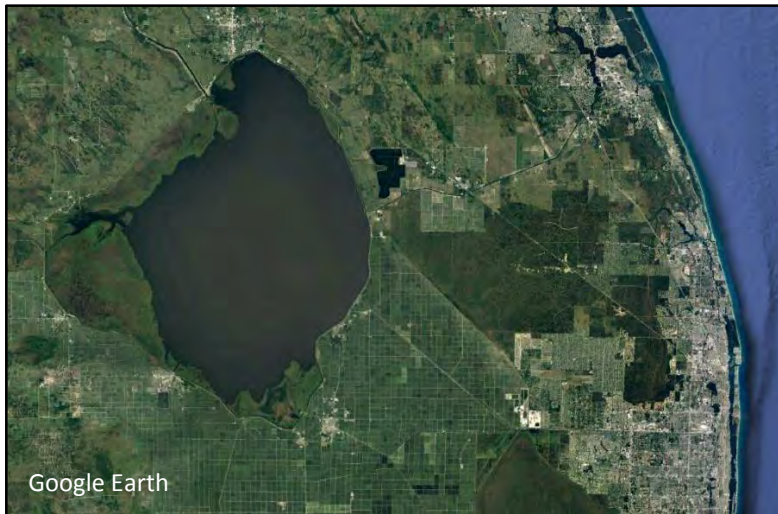
BOARD SECRETARY

RECORDING SECRETARY



Loxahatchee River Watershed Status SFWMD's Emergency Estuary Protection Wells

The staff and Governing Board for the South Florida Water Management District have been evaluating the feasibility, benefits and costs of utilizing deep injection wells as one of the tools to reduce the frequency of damaging freshwater discharges into the St. Lucie and Caloosahatchee estuaries to manage water levels in Lake Okeechobee. At our meeting we will summarize some of their findings to date.




S-80 Locks on the St. Lucie Canal



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		104%	6.6	1	0	2	0	1,127	9	\$ 30,425,084	95%	85%	98%	85%	0	50	23	1 > 200
2017	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	139%	7.2	1	0	4	0	1245	0	\$ 32,001,517	101%	89%	93%	47%	1	11	7.0	5 > 400
	June	100%	7.1	3	0	3	0	1061	6	\$ 30,357,463	100%	88%	93%	47%	0	229	8.6	6 > 200
	July	102%	6.5	0	0	3	0	987	5	\$ 36,393,890	100%	88%	93%	27%	1	197	11.0	0 > 200
	Aug	106%	6.6	2	0	0	0	1039	7	\$ 36,911,972	99%	89%	93%	27%	1	180	15.8	7 > 200
	Sept	96%	6.3	3	0	5	0	1219	8	\$ 35,472,108	100%	87%	93%	27%	0	191	17.6	1 > 200
	Oct	120%	6.4	1	0	2	0	1296	7	\$ 35,973,349	105%	73%	100%	100%	0	77	29.1	1 > 200
Consecutive Months at Green		6	113	1	13	0	63	98	18	112	76	0	37	1	2	5	1	2
Metric Owner		O'Neill	Campbell	Dean	Dean	Dean	Campbell	Campbell	Dean	Peterson	Peterson	Peterson	Yerkes	Yerkes	Campbell	Howard	Howard	Howard

Metric	Explanation
Sewer Overflows	2 sewer overflows: both pumps failed in Lift Station 109 (behind Kee Grill) which caused the gravity sewer system to overflow; a contractor damaged the Lift Station 254 force main in Abacoa due to incorrect location information in our GIS system (we discussed this at last month's Board meeting). See Kris' Engineering report for a more thorough discussion.
Operating Expense	In the beginning of the fiscal year our actual expenses are below straight-line budget projections. We expect our expense spending will catch up to budget projections as we progress through the fiscal year.

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

MEMORANDUM

TO: Governing Board
FROM: Administration Staff
DATE: November 8, 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. Fixed Asset Disposal – to approve disposal
- B. Staff Award Policy – to approve policy
- C. Executive Director Contract Revision – to approve revision
- D. Generator Purchases Lift Stations 43 and 62 – to approve purchases
- E. Girl Scouts of Southeast Florida, Inc. Partnership Agreement – to approve agreement
- F. 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 November 15, 2018 as presented.”

Signed,

D. Albrey Arrington, Ph.D.
Executive Director

J:\BOARD\Consent2018.docx

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: November 9, 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 item listed below:

Tag #	F/A #	Description	Date Recorded	Acquired Value	Book Value
2651	N/A	Dell Precision T3500 Desktop PC	09/30/11	\$ 960	\$ -
Total Assets to be Disposed				\$ 960	\$ -

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

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 asset tag number 2651 in the schedule above.”

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

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, EXECUTIVE DIRECTOR
DATE: NOVEMBER 7, 2018
SUBJECT: STAFF AWARD POLICY

It has come to my attention that we should draft a staff award policy to clarify our existing awards policy and provide for compliance with Florida Statute 215.425.

Florida Statute 215.425 states, in part,

- (3) *Any policy, ordinance, rule, or resolution designed to implement a bonus scheme must:*
- (a) *Base the award of a bonus on work performance;*
 - (b) *Describe the performance standards and evaluation process by which a bonus will be awarded;*
 - (c) *Notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and*
 - (d) *Consider all employees for the bonus.*

The draft Staff Award Policy does not create any new awards or incentives. Rather, it codifies existing awards. The draft policy bases the award on work performance, describes the performance standards and evaluation process, will serve to notify all employees of the policy, and considers all employees for the award.

The draft Staff Award Policy has been reviewed by legal counsel and found to be legally sufficient.

Therefore, I offer the following motion for your consideration:

“THAT THE GOVERNING BOARD approve the attached Staff Award Policy and authorize the Executive Director to implement the policy with an effective date of November 16, 2018.”

Loxahatchee River District

Policy: Staff Award Policy	Effective Date: 11/16/2018
Purpose: To incentivize excellent performance among LRD employees	
Policy #: <i>to be determined</i>	
<p>Procedures:</p> <ol style="list-style-type: none"> 1. Nomination: Any LRD staff may nominate any full-time LRD staff member. Nominations should be made, in writing or verbally, to the Executive Director and/or Human Resources. Employees are encouraged to nominate their colleagues' noteworthy work performance to achieve the District's mission and exhibit the District's values. 2. Awards: <ol style="list-style-type: none"> a. Annual Performance Award (i.e., lump-sum bonus for meritorious performance) (July): Amount fixed in annual budget <ol style="list-style-type: none"> i. Performance Standard: Exemplary effort (i.e., work) to achieve the District's mission and/or exemplary efforts to live the District's values. ii. Evaluation Process: Executive Director will consult with staff to assess work performance and determine the nominees most deserving of the award. b. December Performance Award (December): Amount fixed in annual budget <ol style="list-style-type: none"> i. Performance Standard: Full-time employee in good standing ii. Evaluation Process: All full-time employees in good standing, e.g., not on a performance improvement plan or other documented performance deficiency, will be recognized in December. c. Director's Award & Brienza Award (December): Amount fixed in annual budget <ol style="list-style-type: none"> i. Performance Standard: These two awards are given annually to recognize the 'best' examples of LRD employees going above and beyond to achieve the District's mission and/or exhibit the District's values. Full-time LRD employees with less than 3 years tenure at LRD are candidates for the Director's Award, while LRD employees with more than 3 years tenure at LRD are candidates for the Brienza Award. ii. Evaluation Process: Executive Director will consult with staff to assess work performance and determine the nominees most deserving of the award. <p><i>Any award amount, i.e., extra compensation, shall not be included in the employee's base rate of pay or be carried forward in subsequent years. Bonuses are earned on the date that they are paid; employees who leave the District for any reason before a Bonus is paid forfeit the Bonus.</i></p>	
Authority: LRECD Enabling Act Section 6; Chapter 31-1; in compliance with FS 215.425	
Authorized:	Date:
Approved:	Date:
Revised:	

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

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, EXECUTIVE DIRECTOR
DATE: NOVEMBER 8, 2018
SUBJECT: EXECUTIVE DIRECTOR'S CONTRACT REVISION

In April 2018 the Governing Board approved amendments to my Employment Agreement that extended the ending date to January 2, 2024. It has come to my attention that we should revise my Employment Agreement, out of an abundance of caution, to clarify compliance with Florida Statute 215.425.

Presently, my Employment Agreement Section 2.C. Merit Review states *"In addition, District agrees to adjust Base Salary and/or other benefits of Director in such amounts and to such an extent as the District may determine that it is desirable to do so on the basis of an annual salary review of said Director made in JANUARY, which is consistent with consideration given to other employees of the District."*

I have consulted with Curt Shenkman regarding this issue, and we believe addition of the following sentence to the conclusion of that paragraph will provide the needed clarity:

"Furthermore, the District may, in its sole discretion, provide a lump sum payment to recognize meritorious performance."

Mr. Shenkman has drafted the attached Amendment 1 to Employment Agreement.

Therefore, we offer the following motion for your consideration:

"THAT THE GOVERNING BOARD approve revision of Section 2.C of the Executive Director's Employment Agreement to include 'Furthermore, the District may, in its sole discretion, provide a lump sum payment to recognize meritorious performance.' and authorize the Board Chairman to execute the attached Amendment 1 to Employment Agreement."

AMENDMENT 1 to EMPLOYMENT AGREEMENT

THIS AMENDMENT 1 dated effective November 15, 2018, is made to the EMPLOYMENT AGREEMENT dated April 19, 2018, between the **LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**, *acting by and through its Governing Board*, hereinafter called the "District," and **D. Albrey Arrington**, hereinafter referred to as the "Director," (the "Employment Agreement").

The Employment Agreement is amended by adding the sentence that is underlined at the end of Section 2. C.:

Section 2. Compensation.

C. Merit Review. In addition, District agrees to adjust Base Salary and/or other benefits of Director in such amounts and to such an extent as the District may determine that it is desirable to do so on the basis of an annual salary review of said Director made in JANUARY, which is consistent with consideration given to other employees of the District. Furthermore, the District may, in its sole discretion, provide a lump sum payment to recognize meritorious performance.

Except as amended herein, all other terms and conditions of the Employment Agreement remain unchanged.

IN WITNESS WHEREOF, the Loxahatchee River Environmental Control District has caused this Amendment to Agreement to be signed and executed in its behalf by its Chairman, and duly attested, and the Director has signed and executed this Agreement, having the same witnessed the day and year first above written.

ATTEST:

LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL DISTRICT

By: _____
Gordon M. Boggie, Secretary

By: _____
James D. Snyder, Chairman

WITNESSES:

EMPLOYEE:

By: _____
D. Albrey Arrington, Ph.D.

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



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

MEMORANDUM

TO: D. Albrey Arrington, Ph.D.

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

DATE: November 8, 2018

SUBJECT: Lift Stations 43 and 62 Emergency Standby Generator and ATS Purchase: Award of Contract

Lift Stations 43 and 62 have been identified as priority stations for emergency standby generator installations this fiscal year. Both stations are repump stations that serve significant areas of our collection system in unincorporated Martin County, Jupiter Island and Tequesta.

The District will “piggy-back” on the existing Florida Sherriff Association, and the Florida Association of Counties (FSA&AC) contract with ACF Power Systems, Inc. for 125KW Generator Package Specification # 76 and 600A Automatic Transfer Switch Specification # 80 with contract deduct amounts for 60KW, 50 KW and 100A units, respectively. Below is a summary of the generators to be purchased.

(1) Generac SD50 w/100A ATS at Lift Station 043	\$31,625.00 each
(1) Generac SD60 w/100A ATS at Lift Station 062	\$32,755.00 each
Total:	\$64,380.00 each

The following motion is suggested:

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggy-back” of the Florida Association of Counties (FSA&AC) contract with ACF Power Systems, Inc. for 125KW Generator Package Specification # 76 with contract deduct amounts 60KW and 50KW generators and 600A Automatic Transfer Switch Specification # 80 with contract deduct amounts for 100A switches in accordance with ACF Power System, Inc.’s proposals dated November 5, 2018 in the amount of \$64,380.00.”

Should you have any questions please contact Clint Yerkes or myself.

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



A-F Standby Systems
Power Generation



0020216580R1

Date: November 5, 2018

Reference: Loxahatchee River Environmental Control District Lift Station #43

We are pleased to offer the following quote for the above project:

FSA 18-VEH16.0 CAB & CHASSIS TRUCKS AND HEAVY EQUIPMENT

125KW Generator Package Specification #76 / 2018-2019

- 125KW Generator Package Specification # 76 2019 Generac SD130..... \$ 35,000.00
- Downgrade to an SD50..... **\$-8,100.00**

Sub-Total: \$ 26,900.00

- 600 Amp ATS Package Specification # 80 2019 Generac 600 Amp ATS..... \$ 7,100.00
- Downgrade to an 100A (non Service Entrance Rated)..... **\$-2,800.00**
- Optional Equipment NEMA 4X Enclosure.....\$ 1,105.00

Sub-Total: \$ 5,405.00

Sub-Total investment for the above equipment (Not including any applicable tax):\$ 32,105.00

Factory Discount - \$ 680.00

Total investment for the above equipment (Not including any applicable tax):\$ 31,625.00

We are pleased to offer the following quote for the above project:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 3.4L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **50 kW Rating**, wired for **277/480 VAC** three phase, 60 Hz
- Permanent Magnet Excitation
- **Level 1 Acoustic Enclosure, Aluminum**
 - **Industrial Grey Baked-On Powder Coat Finish**
- UL2200
- EPA Certified
- SCAQMD
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status

- 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
- Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
- HTS transfer switch function monitoring and control
- 2-wire start controls for any 2-wire transfer switch
- **150 MPH Wind Load Certified**
- Air Filter Restriction Ind
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- **24" 132 Gallon Double-Wall UL142 Basetank**
 - **Mechanical fuel level indicator gauge**
 - **Electronic fuel level sender**
 - **Emergency Vent**
- 3 Owner's Manuals
- **Primary MLCB, 100% rated thermal-magnetic**
 - **90 Amp**
 - **Shunt trip and Auxiliary Contacts**
- 2-Year Comprehensive Warranty

Quantity 1 - GTS Series Automatic Transfer Switch consisting of the following features and accessories:

- **100 Amp, 3 Pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit**
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Inphase Monitor
 - Time Delay Neutral
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- Return to Normal Bypass
- Signal Before Transfer contacts
- Single set of Auxiliary Contacts
- UL 1008 Listed, CSA Certified
- **NEMA 4X Enclosure**
- Std set of 3 Manuals
- 2-Year Extended Warranty
- Start Up and commissioning includes 2 hour building load test

- Freight to jobsite off loading by others

Clarifications and Exceptions:

- No Enclosure Wind Load P.E. Calculations. Optional adder.
- Buyers referenced to local, state, or federal government requirements.
- No Anchoring Calculations and/or anchors.
- No Offloading.
- No installation.
- No rigging.
- No power systems or selective coordination study.
- Equipment performance beyond manufacturer's design.
- No Storage or insurance.
- No third party electrical apparatus testing / inspections, and/or special testing (emissions, noise, harmonics, etc...
- No Special testing equipment (oscilloscope, thermal camera, harmonic analyzer, etc...
- No general, civil and/or plumbing work or materials.
- No electrical and/or mechanical work including materials.
- No engineering or permitting.
- No third-party testing agency.
- No Sound Testing by ACF.
- No fuel or equipment rental.
- No Maintenance Contract by ACF.

Notes

1. This Quotation is based upon Engineering Specifications ___N/A___ & Drawings N/A. No other sections shall apply. Based of sizing by engineer
2. Quotation is valid for 60 days. If not released to production within 60 days, pricing, delivery extension and escalation charges may apply.
3. ACF Standby Systems is not responsible for any delays in delivery due to Act of Nature, explosion, fire, strikes, accidents, war, terrorism, flood, accidents or other causes beyond our company control. Quoted shipping schedules are not guaranteed and subject to change without notice. In no case is ACF Standby Systems responsible for incidental or consequential damages.
4. ACF Standby Systems does not accept liquidated damages as a part of third party contracts.
5. Equipment will be invoiced (and payment expected according to ACF's Terms and Conditions) at the time of shipment or when ready to ship from point of origin. Delays by the buyer may result in storage fees and/or additional freight charges.
6. The warranty is that of the above-named manufacturer(s). Refer to the manufacturer's warranty statement for details. No special warranty is implied. The Manufacturer's warranty begins on the day of start-up or 6 months after shipment, whichever occurs first, not substantial completion. It is the contractor's responsibility to coordinate start-up along with the date of substantial completion.
7. If the generator set is not installed and ready for startup within 6 months of shipment it will require long term storage procedures. Please refer to the Operation and Maintenance Manual for such requirements. All costs related to long term storage is the responsibility of the purchaser. Failure to follow these procedures may void warranty and affect equipment operation. Contact ACF Standby Systems for assistance.
8. Additional sets of O&M manuals are available at an additional cost. The manufacturer's standard format shall apply. Custom O&M manuals will be available at an additional charge.
9. Startup services will not proceed until the buyer's account is current and in good standing.
10. Quotation does not include offloading, rigging, anchoring, installation, exhaust plumbing, exhaust insulation, fuel or permitting.
11. ACF Standby Systems is not responsible for testing of fuel tank(s) provided by any party. Fuel tank testing, as required by FDEP (Florida Department of Environmental Protection) Chapters 62-761 and

62-762, is the responsibility of the installing Contractor and Generator Permit Applicant. ACF Standby Systems LLC is not responsible for damages or costs incurred by any party, when a fuel tank is filled before field testing required under FDEP or testing mandated by a Local Inspector of Authority under FBC, is performed.

12. Pricing is subject to ACF Standby Systems Payment Terms.

Terms and Conditions

This proposal is subject to ACF Terms and Conditions of Sale, attached.

Sincerely,

Thank You,

John Agnes



www.ACFStandbySystems.com

John Agnes

Sales Engineer

Mobile (352) 277-6403

Fax (813) 621-6980

Email j.agnes@acfpower.com

Connect

Acceptance of Quote

Prior to ordering equipment or services, please sign and return as a confirmation of the content of this proposal and the attached terms and conditions

Customer Signature



A-F Standby Systems
Power Generation



0020216580R1

Date: November 5, 2018

Reference: Loxahatchee River Environmental Control District Lift Station #62

We are pleased to offer the following quote for the above project:

FSA 18-VEH16.0 CAB & CHASSIS TRUCKS AND HEAVY EQUIPMENT

125KW Generator Package Specification #76 / 2018-2019

- 125KW Generator Package Specification # 76 2019 Generac SD130..... \$ 35,000.00
- Downgrade to an SD60..... **\$-6,800.00**

Sub-Total: \$ 28,200.00

- 600 Amp ATS Package Specification # 80 2019 Generac 600 Amp ATS..... \$ 7,100.00
- Downgrade to an 100A (Non Service Entrance Rated)..... **\$-2,800.00**
- Optional Equipment NEMA 4X Enclosure.....\$ 1,105.00

Sub-Total: \$ 5,405.00

Sub-Total investment for the above equipment (Not including any applicable tax):\$ 33,605.00

Factory Discount - \$ 850.00

Total investment for the above equipment (Not including any applicable tax):\$ 32,755.00

We are pleased to offer the following quote for the above project:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **60 kW** Rating, wired for 277/480 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- **Level 1 Acoustic Enclosure, Aluminum**
 - **Industrial Grey Baked-On Powder Coat Finish**
- UL2200
- EPA Certified
- SCAQMD
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation

- RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
- Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
- HTS transfer switch function monitoring and control
- 2-wire start controls for any 2-wire transfer switch
- **150 MPH Wind Load Certified**
- Air Filter Restriction Ind
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- **24" 189 Gallon Double-Wall UL142 Basetank**
 - **Mechanical fuel level indicator gauge**
 - **Electronic fuel level sender**
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 - Engine Cooldown
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- Return to Normal Bypass
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- **NEMA 4X Enclosure**
- Std set of 3 Manuals
- 2-Year Extended Warranty
- freight to jobsite off loading by others
- Start Up and commissioning includes 2 hour building load test

Clarifications and Exceptions:

- No Enclosure Wind Load P.E. Calculations. Optional adder.
- NOT a Service Entrance Rated Automatic Transfer Switch

- Buyers referenced to local, state, or federal government requirements.
- No Anchoring Calculations and/or anchors.
- No Offloading.
- No installation.
- No rigging.
- No power systems or selective coordination study.
- Equipment performance beyond manufacturer's design.
- No Storage or insurance.
- No third party electrical apparatus testing / inspections, and/or special testing (emissions, noise, harmonics, etc...
- No Special testing equipment (oscilloscope, thermal camera, harmonic analyzer, etc...
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4. ACF Standby Systems does not accept liquidated damages as a part of third party contracts.
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Sincerely,

Thank You,

John Agnes



www.ACFStandbySystems.com

John Agnes

Sales Engineer

Mobile (352) 277-6403

Fax (813) 621-6980

Email j.agnes@acfpower.com

Connect

Acceptance of Quote

Prior to ordering equipment or services, please sign and return as a confirmation of the content of this proposal and the attached terms and conditions

Customer Signature

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

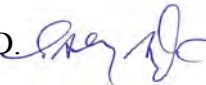
2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org

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



MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D. 
DATE: NOVEMBER 8, 2018
SUBJECT: GIRL SCOUTS PARTNERSHIP AGREEMENT

Loxahatchee River District staff take great pride in our efforts to promote environmental stewardship to all ages in our local community. As you are aware, the River Center is the focal point of our engagement with locals as we train up future generations that will value and protect the Loxahatchee River and its natural habitats. Much of our work is accomplished through collaborative partnerships, and one of our strongest and most productive partnerships has been with the Girl Scouts of Southeast Florida, Inc.

As you will see in the following pages, the Girl Scouts of Southeast Florida, Inc. desires to formalize our collaborative relationship through execution of a Partnership Agreement. In the next page, Jocelyn O'Neill has drafted a memo explaining her perspective on our collaboration with the Girl Scouts and the proposed Partnership Agreement. Mr. Shenkman, LRD legal counsel, has reviewed and provided feedback on the Partnership Agreement. One particular point Curt noted was a desire to have the Girl Scouts provide a Certificate of Insurance naming the Loxahatchee River District as a Certificate Holder (since Girl Scouts are requiring the LRD to provide a Certificate of Insurance naming the Girl Scouts as a Certificate Holder). We are working on obtaining this.

Because we have had such a successful partnership with the Girl Scouts of Southeast Florida, Inc. and we would like to continue this partnership, Jocelyn and I request your consideration of the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the Partnership Agreement with the Girl Scouts of Southeast Florida, Inc. and continue our long-standing and productive collaboration, through the River Center, promoting environmental stewardship among local Girl Scouts.”

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: Jocelyn O'Neill, Environmental Education Manager

DATE: October 24, 2018

SUBJECT: Girl Scouts of Southeast Florida Partner Agreement

The River Center has been conducting badge-earning Girl Scout programs since 2009 as part of the Eco-Action partnership with Society of Women Engineers (SWE) and later the ERM Foundation. All of our programs, with the exception of the 'Girl Scout Way' badge, have included STEM components. In recent years, we took on a "provider" role with Girl Scouts of Southeast Florida (GSSEF) and were allowed to post our badge-earning workshops on their website. GSSEF is now looking to formalize its relationship with these provider organizations through their "partnership" program. To have our workshops included in their event listings, newsletters, and other marketing avenues, the River Center must sign the partnership agreement package. The River Center is currently already in compliance with their insurance, safety and integrity requirements, but these would now be formalized. The major changes for the River Center are that GSSEF would handle all registration and we would invoice them for the number of participants and we would need to provide a certificate of insurance listing GSSEF as a certificate holder.

Pros:

1. We can continue to offer our STEM-based, badge-earning workshops for Girl Scouts.
2. GSSEF will continue to promote our workshops, giving us access to new troops all the time.
3. The agreement formalizes our partnership and guarantees that we have marketing and listing on their website and emails.

Cons:

1. We are no longer in control of registration.
2. Girls will see an "up-charge" processing fee from GSSEF above our program fee.

The Girl Scout badge programs have become a keystone program for the River Center. Each year we serve over 250 girl scouts that earn badges with a STEM component. In addition to that, our 'Girl Scout Way' campfire brings in over 300 girl scouts each November, exposing new troops and families to the River Center and its programs. Our partnership with SWE and the ERM Foundation has been an asset to the River Center as well. Losing this program would affect not only the River Center, but the girls that we serve in our area. Our programs are unique compared to other providers. For these reasons, I recommend that the Loxahatchee River District / River Center accept the partnership agreement with GSSEF to continue our Girl Scout Programs. Agreement is attached.

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

Partner Information Packet

Greetings from Girl Scouts of Southeast Florida!

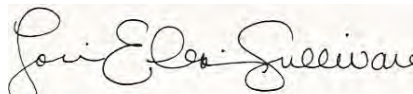
We are excited to provide you and your organization/business with an opportunity to partner with our local Girl Scout Council. We will work together to provide programs and opportunities to more than 9,000 girl members and almost 5,000 adult members – who participate in approximately 1,100 Girl Scout Troops.

Girl Scouts is the world's preeminent organization dedicated to developing leadership in girls. In Girl Scouts, girls partner with caring adults to design fun and challenging activities that empower them to discover, connect, and take action around issues that they care about. Our Partner Information Packet and Agreement allows us to clearly articulate our requirements for implementing quality programs for girls, as well as GSSEF's partnership support and promotion capabilities.

Inside this guide, you will find information on:

- Council Map and Membership
- The Girl Scout Program
- Activity Development and Planning
 - ✓ Scheduling
 - ✓ Registration
 - ✓ Cancellation
- Insurance and Safety
- Marketing and Promotion
- Partnership Agreement
- Partner Activity Check List

We look forward to working with you!



Lori Ebinger Sullivan, MBA

Chief Operating Officer

Office: 561-815-1821

lsullivan@gssef.org

Girl Scouts of Southeast Florida, Inc.

Administrative Headquarters

6944 Lake Worth Road

Lake Worth, FL 33467

www.gssef.org

Council Map and Membership

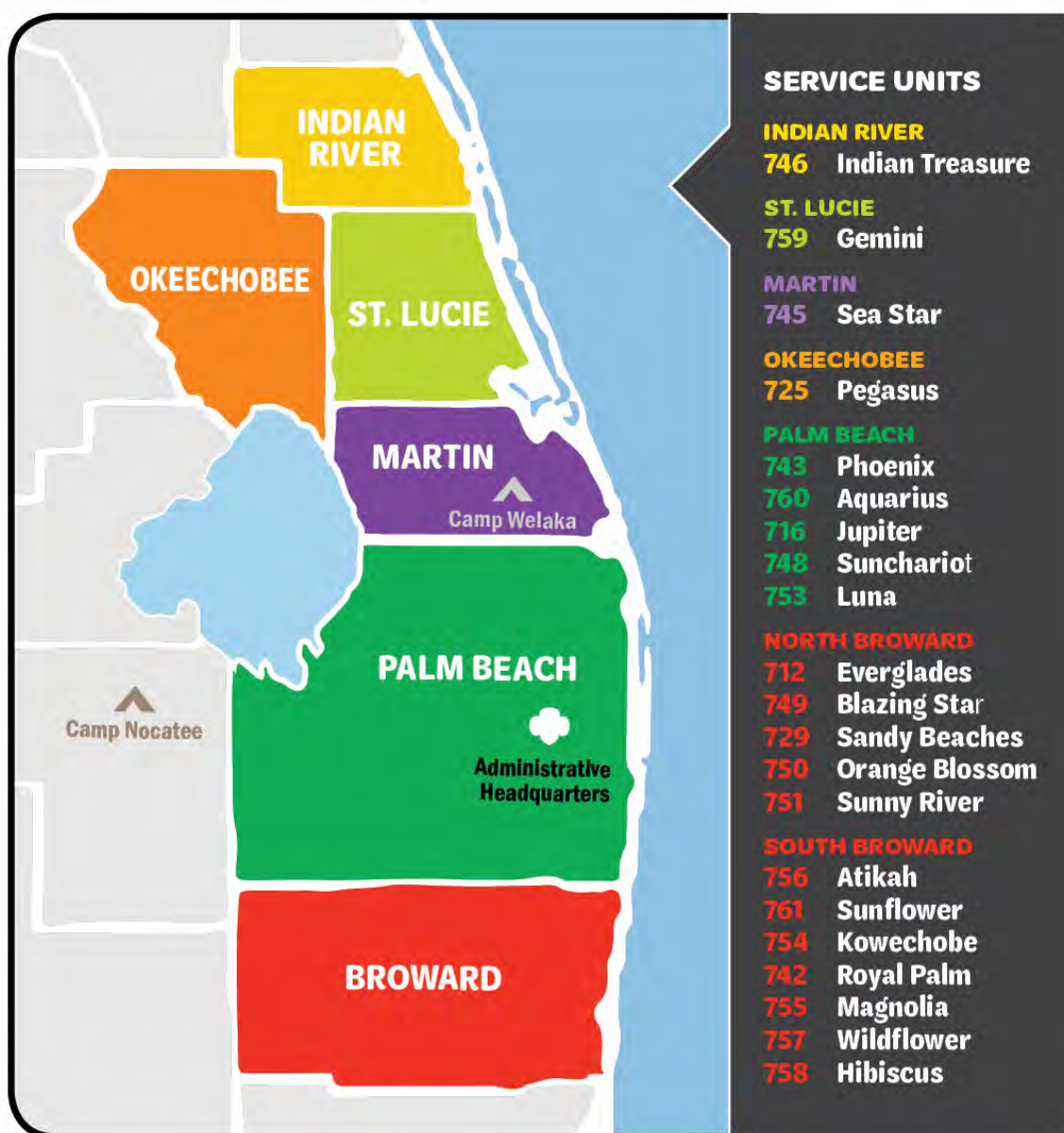
GSSEF serves six counties: Broward, Palm Beach, Martin, Okeechobee, St. Lucie and Indian River.

Dedicated to this specific area of work, GSSEF employs three Girl Experience Managers responsible for the program partnerships in an area, as well as our Leadership Team:

Director of Girl Experience, Mica Minor
Vice President of Mission Delivery, Heather Hileman
Vice President of Outdoor Initiatives, Cindy McHeran

mminor@gssef.org 561-815-1792
hhileman@gssef.org 561-815-1804
cmcheran@gssef.org 561-815-1803

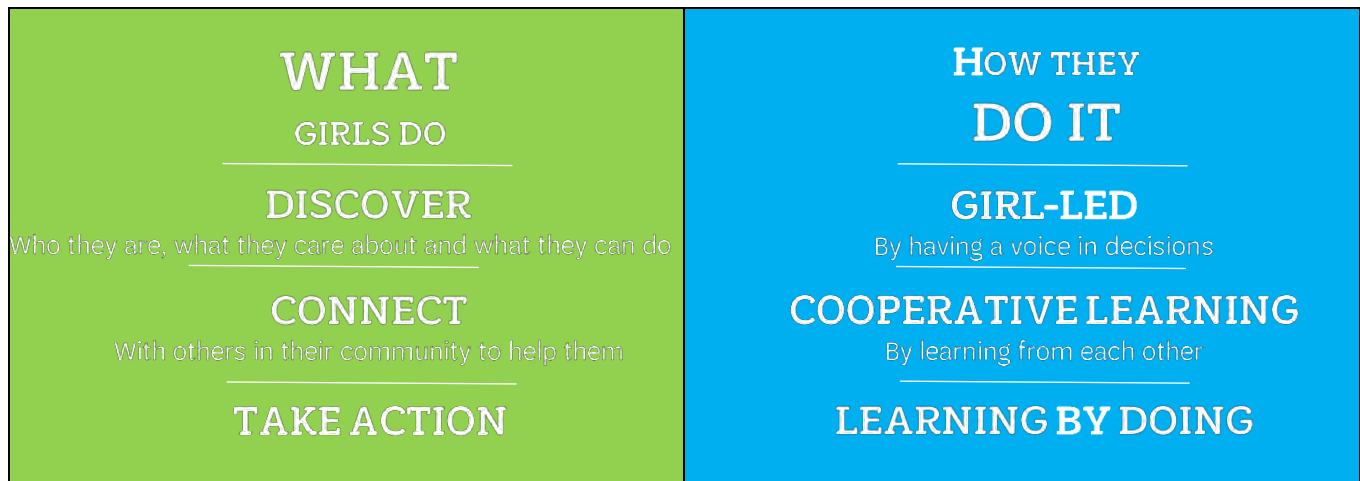
Organizations/businesses located outside our Council's jurisdiction may be eligible to partner with GSSEF when programs are offered at locations in the jurisdiction.



The Girl Scout Program

The Girl Scout Mission is: Girl Scouting builds girls of courage, confidence and character who make the world a better place.

The Girl Scout Leadership Experience (aka. GSLE) is what we use to achieve our mission. In simple terms, our GSLE is what Girl Scouts do and how they do it. Our GSLE is a collection of engaging, challenging and fun activities that includes earning badges, going on trips, selling cookies, exploring science, getting outdoors, doing community service projects – and MUCH more!



Girls Scouts have four focus areas that support the skills and experiences that form her foundation:

- Science, technology, engineering and math (aka. STEM)
- Outdoors
- Life Skills & Healthy Relationships
- Entrepreneurship

The Girl Scout Grade Levels are:

- Daisy Girl Scouts, grades K – 1st
- Brownie Girl Scouts, grades 2nd – 3rd
- Junior Girl Scouts, grades 4th – 5th
- Cadette Girl Scouts, grades 6th – 8th
- Senior Girl Scouts, grades 9th – 10th
- Ambassador Girl Scouts, grades 11th – 12th

Girls, and their families, can register and participate in activities in two ways:

- As members of a Troop with two adult volunteer Leaders
 - Troops may include members in one or more grade-levels
 - Participation in this case, usually means the Troop Leader is organizing the group and making registrations on behalf of the Troop members
- As individual members
 - All girls are members, whether they take part in a Troop, or not
 - Participation in this case, usually means a parent is making registration(s) on behalf of the child(ren)
 - These activities can be wonderful ways to involve family members too

Girl Scouts do not:

- Raise money for other organizations or businesses
- Participate in political campaigns or with those adults seeking election into a political office

Activity Development and Planning

Scheduling

Together, GSSEF staff and partners work to select the date(s), time(s) and location(s) for each activity. Additionally, the team will discuss the applicable grade levels and capacity logistics prior to scheduling activities.

GSSEF will:

- Ensure activity dates do not conflict with previously scheduled activities that could potentially have a negative effect on the partner program or Council Signature Program
- Help select the best timing for the partner activity:
 - January and February are Girl Scout Cookie time; that means families, Troops and girls are extremely busy, especially on the weekends
 - Troop activities generally slow down during the summer months (June, July and early August) so ample notice for promotion is important
 - Families and individual registered girls tend to enjoy participating during the summer months (June, July and early August)
 - Activities are not commonly scheduled between Dec. 23-Jan.1 annually.

Partner will:

- Work with GSSEF to determine the Girl Scout Grade-Level(s) best suited for the activity
- Set the minimum and maximum capacity for an activity
- Set the minimum number of registrations to avoid cancellation
- Determine if the activity is best suited for Troop promotion/registration or registration by individual girls and their families

Registration

Participant registration is handled by GSSEF and conducted through our online registration system.

GSSEF will:

- Track registrations and update partner of progress: two weeks in advance of the program, when registration closes and upon request.
- Verify Girl Scout membership status
- Collect fees, which may include a processing fee per participant
- Set registration deadline date at least one week prior to the activity, unless agreed upon differently with the partner, prior to scheduling activities
- Notify registrants if the activity cancels for any reason and handle refunds (when applicable)
- Email confirmation letter with any special information needed (such as: safety guideline/waivers/permissions) to registrants within 4 business days in advance of the program
- Email registrant roster to the partner within 2-7 business days in advance of the program
- Pay partner fees due, based upon receipt of invoice and roster; these are due within 7

business days of the activity and paid within 7 business days

Partner will:

- Provide GSSEF with specific permission forms, waivers or photo release forms, etc.
- Notify GSSEF staff if an emergency cancellation must occur (i.e. inclement weather)
- Use the roster to verify in-person participants
- Document and add any additional participants who arrived and took part in the activity (SEE “ADDITIONAL PARTICIPANTS”)
- Return the attendee roster and invoice to GSSEF within 7 business days of the activity

Cancellation

While uncommon, activity cancellation does occur.

GSSEF will:

- Provide partners with our cancellation policy and procedure
- Publish alternate cancellation policies, should the partner’s policies differ from GSSEF
- Accept refunds requests only until 14 days before the scheduled activity
- Notify registrants of a cancellation via email
- Provide refunds to registrants within 30 days of the cancellation date, which includes refunds for unexpected cancellations
- Cancel all activities that are located in areas where a Hurricane Watch and/or Hurricane Warning have been issued for a span of dates in which the activity is scheduled
- Provide exceptions to the 14-day return request policy in the event of a medical emergency; documentation may be requested

Partner will:

- Provide your cancellation policy, if different from GSSEF’s cancellation policy, prior to scheduling activities
- Provide GSSEF with an on-site contact person (with phone number) who will be available for discussing any unexpected concerns or issues on the day of the scheduled activity
- Abide by the GSSEF cancellation policies
- Opt to cancel an activity due threat of inclement weather that may jeopardize the safety of our members
- Contact the designated GSSEF staff member immediately in the event of an unexpected cancellation

Additional Participants

Sometimes girls, Troops and “extra” family members show-up at the activity without prior registration. This is not a practice endorsed by GSSEF. GSSEF does not require partners to accommodate “extra” participants; this is at the discretion of the partner to determine if they can/will accommodate the people/persons.

Tagalongs are defined by Girl Scouts as: “people not officially affiliated with Girl Scouts, but who are along for the activity.” We discourage partners from accommodating Tagalongs in the activity.

Partners are prohibited from accommodating members who do not meet the pre-established grade-levels, provided at registration. Abiding by Girl Scouts grade-levels ensure peer groups and activities

commensurate with a girl's skills, abilities and interests.

GSSEF will:

- Discourage unregistered participants from going to activities with the expectation that they will be accommodated
- Collect payment(s) for "extra" participants that are accommodated at the activity
- Pay partner fees due, based upon the invoice and roster "extra" participants, provided these are received within 7 business days of the activity (SEE "REGISTRATION")

Partner will:

- Reserve the right to accommodate "extra" participants who arrive unregistered for the activity
- Reserve the right to prohibit Tagalongs from attending any activity by including this distinction to the activity description
- Document and add additional "extra" participants who arrived and took part in the activity, by name(s) and Troop Number
- Return the complete roster and invoice to GSSEF within 7 days of the activity when additional "extra" participants are accommodated
- Treat Girl Scouts and additional "extra" participants politely and respectfully at all times; especially in cases when the partner will not allow additional participants and is offering the explanation

Photography

Should partners wish to take photographs, video, and/or make recordings of our members, GSSEF requires use of a separate photo release form. This is required should partners wish to utilize images on social media platforms as well.

GSSEF will:

- Provide the partner's photo release form to registrants, prior to the activity, as well as directions on how/when to return it

Partner will:

- Provide the photo release form to GSSEF registrants at the time of scheduling
- Require only the name of the minor child as the intended photo subject, name of adult completing the release and the date; partners are prohibited from requesting any contact information from our members
- Keep the photo release documentation

Girl Scout Brand

Girl Scouts is a well-loved and iconic brand. Few brands are able to be identified by a color or shape like the Girl Scout brand. All Girl Scout products and the images and phrases featured on our products serve to raise Girl Scout brand voice, mission and visibility.

Girl Scouts has the sole and exclusive right by virtue of its Congressional Charter, 36 U.S.C. § 80106 et. seq., to have and use all service marks, trademarks, emblems, badges, descriptive or designating marks and words used in carrying out its program and is the owner of the GIRL SCOUTS name, service mark, and trademark, and of all other associated names, marks, slogans, insignias, logotypes, designs, fonts, program titles, program content, patch images, badge images and artwork.

GSSEF is the exclusive local brand owner. Prior approval is required from GSSEF for the use of Girl Scout brand, by our partners. This includes, but is not limited to, digital or printed materials, brochures, or other marketing collateral that is produced for the purpose of marketing services and activities. Additionally, use of

the Girl Scout brand on community partner websites or social media outlets must also be preapproved. Members are referred to as “Girl Scouts.” The business is referred to as a “Girl Scout Council” or “Girl Scouts of Southeast Florida.” Use of capital letters are demonstrated here and expected for use. Use of the word “scouts” (noun) or words “The Scouts” (proper noun) referring to members and use of the word “scouting” (verb) referring to an action or activity are strictly prohibited. Activities may be referred to as “Girl Scouting” when an action verb is needed.

With the execution of the partner agreement, GSSEF allows the partner to utilize our brand assets to showcase the partnership through co-branding opportunities. GSSEF does not permit co-branding or participating in co-activities with organizations considered to be direct competitors. These organizations include, but are not limited to:

- Indian Princesses and Y-Guides (operated through the YMCA)
- Boy Scouts of America or local Boy Scout Councils (also operated as Scouts BSA)
- Girls, Inc.

Privacy and Personal Information

Member information is the property of GSSEF. Protecting the integrity of their data and the privacy of our members is a priority. GSSEF does not release personal contact information of its members. Partners are prohibited to collect member information at Girl Scout activities for any purpose. Partners are prohibited from contacting our Girl Scout members for any reason.

The only exception for requesting information is for Photo Release; in this case, partners may request names only. (SEE “PHOTOGRAPHY”)

Insurance, Safety and Integrity

Insurance

Partners must submit a current certificate of insurance verifying that the organization has a reasonable amount of general liability coverage for the activities. By carrying adequate liability insurance, the partner can accept the responsibility for the actions of its staff and volunteers. GSSEF may not be able to work with a potential partner whose activities are not covered adequately by liability insurance.

The partner must submit a Certificate of Insurance naming GSSEF as a certificate holder. A valid certificate of insurance includes:

- A minimum total per occurrence limit of \$1,000,000
- If providing transportation as part of the program, the COI must also include at least \$1,000,000 of automobile coverage
- Scheduled activity falls within policy period shown
- Certificate holder name as: Girl Scouts of Southeast Florida, Inc., 6944 Lake Worth Road, Lake Worth, FL 33467

If your organization is self-insured, send documentation such as Certificate of Insurance (COI) or other proof of insurance coverage, to verify this. If your organization is not providing insurance, but the location of the activity is providing coverage, please send a copy of the location's liability insurance such as a COI.

Activity participants may not be registered Girl Scouts members; therefore these people are not covered by Girl Scouts insurance.

Safety

Nothing is more important than ensuring the health and safety of girls, whether they're engaged in a real world activity or exploring online. Girl Scouts works hard to build safety consciousness in adults, staff, volunteers, girls and with our partners. This diligence is intended to ensure proper supervision, prevent accidents and incidents and maintain program resources.

GSSEF expects our partners to work with us to ensure the health and safety of our members – as well upholding the standards and integrity of the Girl Scout Promise and Law at activities.

GSSEF will:

- Provide access to Girl Scouts “Safety Activity Checkpoints,” as well as any requested clarification or explanation as it relates to an activity
- Provide access to GSSEF “Volunteer Policies and Procedures,” as well as any requested clarification or explanation as it relates to an activity
- Provide access to GSSEF “Accident Report” for girls and adults
- Record all reported safety concerns or incidents
- Follow internal policies and procedures regarding disciplinary actions with members regarding a safety concern or incident
- Provide necessary follow up with members regarding a safety concern or incident
- Facilitate the utilization of insurance resources, for members involved in an incident, through all applicable providers

Partner will:

- Read and follow applicable standards in the national Girl Scouts “Safety Activity Checkpoints” (Check www.gssef.org and search for words “Safety Activity Checkpoints” to access the most recent version)
- Read and follow applicable standards in the GSSEF “Volunteer Policies and Procedures” (Check www.gssef.org and search for words “Policies and Procedures” to access the most recent version)
- Read and utilize the GSSEF “Accident Report” for girls and adults, when applicable (Check www.gssef.org and search for words “Accident Report” to access the most recent versions)
- Provide and/or follow the Adult-to-Girl ratio required for any Girl Scout activity
 - Partners may opt to fill this ratio with its staff members or,
 - Require registering adults to provide this ratio, and
 - Troop activities normally maintain the ratio with the Troop’s registered and screened volunteers
 - If girls are attending individually, parents must stay on the property where the activity is held
- Know and report the signs or concerns of abuse to a child (SEE “REPORTING ABUSE”)
- Provide a stocked first aid kit at the location of an activity
- Provide a currently certified first aid/CPR adult on-site (when applicable)
 - Troops are required to provide a certified first aid/CPR volunteer with girls, at the activity. However, if the activity is for individuals (i.e. not Troop registration), the partner is required to provide a certified first aid/CPR adult on-site
- Document any safety concerns or incidents by providing situational details with the names of those involved, to the GSSEF staff member in writing, within one day of the incident
- Contact emergency services (i.e. 9-1-1) in an emergency situation, and then,
- Contact the designated GSSEF staff member via cellular phone, as soon as the participant’s

immediate health and safety have been addressed appropriately

Adult-to-Girl Ratio

Our Adult-to-Girl ratio requires two unrelated adults, ONE of which MUST be female, for every:

- 6 Daisy Girl Scouts (K-1 graders)
- 12 Brownie Girl Scouts (2-3 graders)
- 16 Junior Girl Scouts (4-5 graders)
- 20 Cadette Girl Scouts (6-8 graders)
- 24 Senior and Ambassador Girl Scouts (9-12 graders)

Plus, one adult for each additional:

- 4 Daisy Girl Scouts
- 6 Brownie Girl Scouts
- 8 Junior Girl Scouts
- 10 Cadette Girl Scouts
- 12 Senior and Ambassador Girl Scouts

Reporting of Abuse

Florida state law requires any individual who suspects that a child or vulnerable adult has been abused, neglected or abandoned by any person to report that to the Florida Abuse Hotline. GSSEF strictly adheres to Florida Statute 39 regulated by the Florida Department of Children and Families, and it is therefore a requirement of our partners to adhere to the Statute as well.

According to Florida Statute 39, a “Child” is defined as an unmarried person less than 18 years old who has not been emancipated by order of the court; and “Abuse” on a child is defined by Florida law as any willful or threatened act or omission that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the person’s physical, mental, or emotional health to be significantly impaired.

GSSEF will:

- Provide access and explanation of Florida Statute 39 regulated by the Florida Department of Children and Families
- Provide access to the Florida Abuse Hotline at 1-800-96-ABUSE (1-800-962-2873)
- Make the report should the partner feel uncomfortable doing so
- Record all reported concerns

Partners will:

- Acknowledge Florida Statute 39 regulated by the Florida Department of Children and Families
- Know and understand the signs of abuse on a child
- Report concerns by calling the Florida Abuse Hotline at 1-800-96-ABUSE (1-800-962-2873), or
- Contact the designated GSSEF staff member to make the report for you, if the partner’s representative is uncomfortable doing so

Weather

The safety of our members is the most important consideration, both during the activity and when traveling to and from it.

GSSEF will:

- Cancel all activities that are located in areas where a Hurricane Watch and/or Hurricane Warning have been issued for a span of dates in which the activity is scheduled
- Encourages partners to plan an indoor contingency plan or establish a make-up date, prior to the activity

Partners will:

- Abide by the GSSEF cancellation policies regarding dangerous weather
- Opt to cancel an activity due to threat of inclement weather that may jeopardize the safety of our members
- Contact the designated GSSEF staff member immediately in the event of an unexpected cancellation
- Plan an indoor contingency plan or establish a make-up date (when applicable)

Adherence to the Girl Scout Promise and Law

It is the standard and procedure of GSSEF to provide all volunteers, members, employees and girls with an environment free from forms of harassment and characterized by dignity, respect, courtesy, and conduct that is in alignment with the principals of the Girl Scout Promise and Law. GSSEF expects our partners to work with us to ensure members uphold these standards when attending activities.

Part of being an effective and responsible Girl Scout adult member or volunteer includes being an appropriate role model. Girls learn about leadership and appropriate health and safety standards directly and indirectly from the adults around them.

GSSEF will:

- Provide access and explanation of the Girl Scout Promise and Law
- Provide access and explanation of the GSSEF Code of Conduct
- Record all reported concerns or incidents
- Follow internal policies and procedures regarding disciplinary actions with members regarding Code of Conduct
- Provide necessary follow up communication with members regarding concern or incidents

Partner will:

- Read the Girl Scout Promise and Law (Check www.gssef.org and search for words "Who We Are" to access the Girl Scout Promise and Law)
- Read and ensure the standards in the GSSEF "Code of Conduct" are met (Check www.gssef.org and search for words "Volunteer Policies and Procedures" to access the most recent version)
- Document concerns or incidents by providing situational details with the names of those involved, to the GSSEF staff member in writing, within one (1) day of the incident
- Contact the designated GSSEF staff member via cellular phone immediately in the event of an egregious breach of the Girl Scout Promise and Law or GSSEF "Code of Conduct"

Marketing and Promotion

GSSEF actively promotes activities through a wide-range of successful marketing tools. It is our objective to share the opportunities for activities with our partners, highlight activities and program elements offered exclusively for Girl Scout members.

Regular marketing and promotion of activities utilizes year-round interactive and trackable tools, supported by a four member in-house marketing team of professionals. Our GSSEF marketing tools currently include:

- Bi-weekly e-newsletter for all registered members and subscribers, entitled “Trefoil Talk”
- Monthly e-magazine for all Troop Leaders, entitled “Linking Leaders”
- Social media channels on Facebook, Instagram and Twitter
- Council’s website, online Activities Calendar
- Council’s Blog
- Targeted large-group email capabilities through our membership database

Partners work closely with the GSSEF staff member to establish which of the marketing tools will be implemented for each individual activity. Additionally, GSSEF will identify the designated Marketing staff member to interface with the partner.

Partners may opt to create promotional assets too. If so, partners are required to follow the standards set forth in the “Girl Scout Brand” section of the packet, as well as the following requirements.

GSSEF will:

- Utilize the marketing tools described in the packet to reach the desired registration capacity for activities
- Approve partner-produced promotional materials prior to production or distribution (SEE “GIRL SCOUT BRAND”)

Partners will:

- Request approval of promotional materials regarding partner activities prior to production or distribution.
 - Request approval prior to using the Girl Scout brand with additional brands, other than that of the specific single named partner, such as logos for funders or other collaborators. (This includes digital platforms like website or social media pages)
 - Abide by the limitations regarding “co-branding” (SEE “THE GIRL SCOUT BRAND”)
 - Referred to members as “Girl Scouts”
 - Refer to the business as a “Girl Scout Council” or “Girl Scouts of Southeast Florida”
 - Refrain from use of the word “scouts” (noun) or the words “The Scouts” (proper noun) when referring to members
 - Refrain from use of the word “scouting” (verb) referring to an action or activity; activities may be referred to as “Girl Scouting” when an action verb is needed
- Use Arial as the font for all copy; or one of the Girl Scouts five families of bespoke fonts, designed exclusively for our brand

Partnership Agreement

The relationship between Girl Scouts of Southeast Florida, Inc. and partners is voluntary and can be dissolved at any time for non-compliance with our safety and risk management standards, insurance requirements, and actions that do not align with the mission and values of Girl Scouts.

The authorized individual should initial each item to verify that the partner organization understands these requirements and will work to adhere to the information and standards stated in the "Partner Information Packet" document. Print, sign and date the bottom of this Agreement.

Failure to comply with the standards and expectations set forth, or included, in the "Partner Information Packet" will result in the immediate termination of the partner relationship which will include termination of a currently signed agreement(s), cancellation future/scheduled activities and may include legal action.

___ My/Our organization/business supports Girl Scouts in its efforts to make Girl Scouting available to all girls and adults, regardless of race, ethnicity, religion, age, national origin, gender, veteran status, sexual orientation, marital status, or the presence of any physical, sensory, or mental disability (provided that the participant can safely undertake the activity).

___ I/We have read and understand this GSSEF "Partner Information Packet" and agree to comply.

___ I/We have read and understand this Partnership Agreement is valid for a period not to exceed one year, beginning: _____ (start date, xx/xx/xxxx) and ending: _____ (final date: xx/xx/xxxx).

___ I/We have read and understand the GSUSA "Safety Activity Checkpoints" applicable to our activity/ies and agree to comply.

___ I/We have read and understand the GSSEF "Volunteer Policies and Procedures" applicable to our activity/ies and agree to comply.

___ I/We have included a current certificate of general liability insurance. Scheduled Program Providers should carry at least \$1,000,000 in general liability coverage.

___ I/We understand that GSSEF cannot guarantee activity attendance to/for an activity.

___ I/We understand that GSSEF will pay the partner the agreed price per person for the guaranteed or actual participants, based upon the roster and invoice, provided within seven days of the activity.

___ I/We acknowledge that a W-9 Request of Taxpayer Identification Number & Certification form is required in order to receive payment from GSSEF.

___ I/We have included a copy of the waiver/agreement that will be distributed to parents/guardians of girls attending events. (Initial here, only if applicable).

___ I/We have included a photo release form. (Initial here, only if applicable)

Partner Business Name: _____ Representative Name: _____

Contact Email: _____ Contact Phone: _____

Authorized Representative Signature and Date: _____

Partner Activity Check List

This is a handy planning tool that will help guide the activity development process!

Partner Business Name: _____

Contact Name: _____

Contact Email: _____ Contact Phone: _____

☐ GSSEF Staff Contact Person: _____

Office Phone: _____ Cellular Phone: _____

Email: _____

☐ Activity Title: _____

☐ Activity Venue: _____

☐ Activity Date: _____

☐ Troop Registration (or) ☐ IRM/Family Registration

Check all Girl Scout grade levels that apply:

☐ Daisy (K-1) ☐ Brownie (2-3) ☐ Junior (4-5) ☐ Cadette (6-8) ☐ Senior (9-10) ☐ Ambassador (11-12)

☐ Minimum Registration Required: _____ (and) ☐ Maximum Registration Allowed: _____

☐ Registration "Open" Date: _____ (and) ☐ Registration Close Date: _____

☐ Photo Release Required

☐ Tagalongs Permitted

☐ Specific clothing, equipment or proficiencies required: _____

☐ Any additional info needed for this activity: _____

☐ Partner/Business logo needed for promotional purposes

☐ Yes! This partner/business is interested in receiving additional information about these other

opportunities: sponsorship, collaboration on one (or more) of the Council's Signature Programs or creation of an official Patch Program.

Change Orders

***No Change Orders are presented for
Board consideration this month.***

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Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

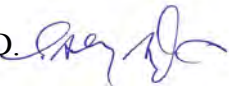
2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org

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



MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D. 
DATE: NOVEMBER 8, 2018
SUBJECT: EMPLOYEE HEALTH INSURANCE

Last month we reviewed renewal quotes for our employee insurance benefits, including Medical, Dental, Life and Accidental Death, and Long-term Disability. The renewal quote included a cumulative premium increase of \$159,017 (11.6%). The proposed increase seemed excessive, so staff requested the Gehring Group implement a Request for Proposals (RFP) for all our employee insurance benefits (i.e., medical, dental, life and accidental death, and long-term disability).

The following 12 pages show the Gehring Group's summary of the RFP responses they received. We received medical insurance quotes from Florida Blue (our current carrier), United Healthcare of Florida, and FMIT – Florida League of Cities. UnitedHealthcare provided the best value quote (i.e., the best benefits at the best rates) for medical insurance with an annual premium \$70,750 (-6%) less than our current plan and \$222,539 (-16%) less than Florida Blue's renewal quote. The UnitedHealthcare Choice Plus – AQOZ plan is very similar to our existing plan, though in a few areas it offers our employees slightly diminished benefits (see specific line items in red on "Page 2" of the Gehring Group's summary). It is helpful to know that 97% of our utilization is of in-network providers. Also, it is important to note that the Choice Plus network offered with this quote is UnitedHealthcare's best network in our area. I have sent an email to our employees asking them to determine if switching to this network would present a hardship for them relative to critical medical service providers they are currently using. The Gehring Group believes UnitedHealthcare's Choice Plus network is a quality network and will meet the needs of our employees. Prior to 2013, United Healthcare was our insurance provider.

Based on evaluation of the RFP results for our dental policy, the Gehring Group and I recommend renewing our dental insurance with United Concordia PPO Alliance, which will cost an additional \$1,464 (3%) in annual premiums. While UnitedHealthcare offered a low-cost dental insurance plan, their "MAC" (maximum allowable cost) under out of network benefits combined with the high usage of out of network dentists among our employees would represent a significant decrease in benefits to our employees and would cost them significantly more out-of-pocket when visiting an out-of-network dentist.

Based on our evaluation of RFP results for life, accidental death, and long-term disability policies, Gehring Group and I recommend switching to Reliance, which offered comparable or better benefits for \$494 (1.9%) cumulative annual premium increase (as opposed to Lincoln Financial Group's cumulative annual premium increase of \$3,721).

In addition to District provided benefits, through this process we manage voluntary benefits (i.e., benefits that employees pay 100% of the premium), which include vision and voluntary life insurance. For voluntary vision we recommend renewing Humana Vision 130 Insight at an annual premium increase of \$721 (26%). An employee only would see their premium increase from \$3.98 per month to \$4.92 per month. An employee covering their entire family would see their monthly premium increase from \$11.63 to \$14.68.

I am pleased with the results of the RFP, and that we have found an opportunity to maintain quality benefits for our employees while saving our rate payers from additional expense. Therefore, I request your approval of the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director, in accordance with the RFP responses provided and with an effective date of January 1, 2019, to:

- enter into contract with UnitedHealthcare for their Choice Plus – AQOZ health insurance policy,**
- renew our United Concordia PPO Alliance dental insurance policy,**
- renew our Humana Vision 130 voluntary vision insurance policy,**
- and enter into contract with Reliance for Basic Life Insurance, Accidental Death & Dismemberment, Long-Term Disability, and voluntary life insurance policies.”**

Loxahatchee River District



2018 Employee Benefits

RFP Evaluation

November 15th, 2018

Analysis by:



4200 Northcorp Parkway Suite 185

Palm Beach Gardens, Florida 33410

(561) 626-6797

www.gehringgroup.com

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Loxahatchee River District
Carrier Bid List
Effective Date: January 1, 2019

Carrier	Medical	Dental	Vision	Basic Life	Supp Life	LTD	Accident	Cancer	Critical Illness	Hospital Indemnity
Advantica		DTQ	DTQ							
Allstate							✓	✓	✓	✓
Ameritas Group		✓	✓							
Avesis Vision Plans			✓							
EyeMed			✓							
Florida Blue	✓									
FMIT - Florida League of Cities	✓									
Guardian, The		DTQ	DTQ	DTQ	DTQ	DTQ	DTQ	DTQ	DTQ	DTQ
Humana			✓							
MetLife		✓	✓	✓	✓	✓				
Ochs				✓	✓					
Reliance Standard				✓	✓	✓	✓		✓	✓
Renaissance Family [Security Mutual Life]		DTQ	DTQ	DTQ	DTQ					
United HealthCare of Florida	✓	✓	✓	✓	✓	✓	✓			✓
United Concordia		✓								
Unum			✓	DTQ	DTQ	DTQ	✓		✓	✓

SCHEDULE OF BENEFITS	Current		Renewal		Option 1		Option 2	
	Florida Blue BlueOptions Predictable Cost - 03559		Florida Blue BlueOptions Predictable Cost - 03559		UnitedHealthcare Choice Plus - AQOZ		F.M.I.T UHC Choice Plus Plan 4	
Plan Basics	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Lifetime Maximum	Unlimited		Unlimited		Unlimited		Unlimited	
Calendar Year Deductible								
Single	\$500	\$750	\$500	\$750	\$500	\$1,000	\$500	\$1,000
Family	\$1,500	\$2,250	\$1,500	\$2,250	\$1,000	\$2,000	\$1,000	\$2,000
Out of Pocket CYM								
Single	\$2,500	\$5,000	\$2,500	\$5,000	\$2,500	\$5,000	\$3,000	\$6,000
Family	\$5,000	\$10,000	\$5,000	\$10,000	\$5,000	\$10,000	\$6,000	\$12,000
Coinsurance (Member Pays)	20%	40%	20%	40%	20%	40%	20%	30%
Physician Services								
Primary Care Physician	\$20	40% after CYD	\$20	40% after CYD	\$20	40% after CYD	\$25	30% after CYD
Specialist	\$40	40% after CYD	\$40	40% after CYD	\$20	40% after CYD	\$50	30% after CYD
Preventive Care	No Charge	40%	No Charge	40%	No Charge	40% after CYD	No Charge	Not Covered
Independent Clinical Lab	No Charge	40% after CYD	No Charge	40% after CYD	No Charge	40% after CYD	No Charge	30% after CYD
Advanced Imaging	\$150	40% after CYD	\$150	40% after CYD	20% after CYD	40% after CYD	20% after CYD	30% after CYD
Urgent Care	\$45	CYD + \$45	\$45	CYD + \$45	\$50	40% after CYD	\$50	30% after CYD
Hospital Services	Tier 1 / Tier 2		Tier 1 / Tier 2					
Inpatient Hospital	\$600 / \$1,000	40% after CYD	\$600 / \$1,000	40% after CYD	20% after CYD	40% after CYD	20% after CYD	30% after CYD
Outpatient Hospital	\$200 / \$300	40% after CYD	\$200 / \$300	40% after CYD	20% after CYD	40% after CYD	20% after CYD	30% after CYD
Emergency Room	\$100	\$100	\$100	\$100	\$250	\$250	\$150	\$150
Mental Health / Substance Abuse								
Inpatient Hospital	No Charge	40%	No Charge	40%	20% after CYD	40% after CYD	20% after CYD	30% after CYD
Outpatient	No Charge	40%	No Charge	40%	\$20	40% after CYD	\$25	30% after CYD
Pharmacy Plan								
Tier 1 / Generic	\$10	50%	\$10	50%	\$10	\$25	\$10	Tier 1-3 Copay + any amount over the allowed amount
Tier 2 / Preferred Brand	\$50		\$50		\$50	\$125	\$35	
Tier 3 / Non Preferred Brand	\$80		\$80		\$80	\$200	\$60	
Mail Order Copay	2.5x Retail Copay		2.5x Retail Copay		2.5x Retail Copay	N/A	\$25/\$87.50/\$150	N/A
Rates								
Employee	30	\$689.98		\$772.13		\$646.84		\$726.65
Employee + Spouse	21	\$1,642.15		\$1,837.66		\$1,552.18		\$1,562.30
Employee + Child(ren)	8	\$1,269.56		\$1,420.71		\$1,095.92		\$1,344.30
Family	19	\$2,152.74		\$2,409.04		\$2,083.10		\$2,179.94
Monthly Premium	78	\$106,243		\$118,892		\$100,347		\$106,781
Annual Premium		\$1,274,917		\$1,426,706		\$1,204,167		\$1,281,373
\$ Increase		N/A		\$151,789		-\$70,750		\$6,456
% Increase		N/A		12%		-6%		1%

SCHEDULE OF BENEFITS	Current		Renewal		Option 1		Option 2	
	United Concordia PPO Alliance		United Concordia PPO Alliance		UnitedHealthcare Incentive PPO 0P716		Ameritas	
Deductible	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Annual Benefit Maximum	\$1,000		\$1,000		\$1,000		\$1,000	
Single	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Family Aggregate	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
Ded. Waived for Preventive Services?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Benefits								
Preventative	100%	100%	100%	100%	100%	100%	100%	100%
Basic	100%	80%	100%	80%	90%	80%	100%	80%
Major	60%	50%	60%	50%	60%	50%	60%	50%
Child Orthodontia	50%	50%	50%	50%	50%	50%	50%	50%
Orthodontia - Lifetime Max	\$1,000		\$1,000		\$1,000		\$1,000	
Waiting period (Timely Entrants)	None		None		None		None	
Periodontics and Endodontics	Basic		Basic		Basic		Basic	
Out of Network Benefits Payable	90th Percentile		90th Percentile		MAC		90th Percentile	
Rate Guarantee	Expires 12/31/2018		12 Months		12 Months		12 Months	
Rates								
Employee 30	\$26.63		\$27.43		\$25.19		\$24.54	
Employee + Spouse 21	\$52.88		\$54.47		\$50.38		\$52.76	
Employee + Child(ren) 8	\$55.18		\$56.84		\$59.64		\$65.82	
Employee + Family 19	\$89.98		\$92.68		\$89.43		\$94.04	
Monthly Premium: 78	\$4,060		\$4,182		\$3,990		\$4,157	
Annual Premium:	\$48,725		\$50,189		\$47,880		\$49,890	
\$ Increase:	N/A		\$1,464		-\$846		\$1,164	
% Increase:	N/A		3%		-2%		2%	

Loxahatchee River District
Voluntary Vision RFP Evaluation
Effective Date: January 1, 2019



SCHEDULE OF BENEFITS		Current Humana Vision 130		Renewal Humana Vision 130		Option 1 Avesis	
Plan Basics		In-Network	Out of Network	In-Network	Out of Network	In-Network	Out of Network
Examination		12 months		12 months		12 months	
Lenses		12 months		12 months		12 months	
Frames		24 months		24 months		24 months	
Benefits Payable							
Eye Exam		\$10 Copay	Up to \$30	\$10 Copay	Up to \$30	\$10 Copay	Up to \$35
Single Lenses		\$15 Copay	Up to \$25	\$15 Copay	Up to \$25	\$25 Copay	Up to \$25
Bifocal Lenses		\$15 Copay	Up to \$40	\$15 Copay	Up to \$40	\$25 Copay	Up to \$40
Trifocal Lenses		\$15 Copay	Up to \$60	\$15 Copay	Up to \$60	\$25 Copay	Up to \$50
Contact Lenses (Elective)		\$130 Allowance 15% off Balance Over Allowance	Up to \$104	\$130 Allowance 15% off Balance Over Allowance	Up to \$104	\$130 Allowance after \$25 Copay	Up to \$110
Contact Lenses (Medically Necessary)		\$0 Copay, Paid-In-Full	Up to \$200	\$0 Copay, Paid-In-Full	Up to \$200	\$25 Copay	Up to \$250
Frames		\$130 Allowance 20% Discount Over Allowance	Up to \$65	\$130 Allowance 20% Discount Over Allowance	Up to \$65	\$130 Allowance after \$25 Copay, 25% discount after allowance	Up to \$45
Minimum Enrollment		2 Enrolled Employees		2 Enrolled Employees		No Minimum	
Rate Guarantee		Expires 12/31/2018		24 Months		36 Months	
Rates							
Employee	17	\$3.89		\$4.92		\$5.93	
Employee + Spouse	10	\$7.79		\$9.83		\$10.38	
Employee + Children	2	\$7.40		\$9.34		\$12.45	
Employee + Family	6	\$11.63		\$14.68		\$15.42	
Monthly Premium:	35	\$229		\$289		\$322	
Annual Premium:		\$2,743		\$3,464		\$3,864	
\$ Increase		N/A		\$721		\$1,121	
% Increase		N/A		26%		41%	

Loxahatchee River District
Basic Life and AD&D Insurance RFP Evaluation
Effective Date: January 1, 2019



	Current	Renewal	Option 1	Option 2	Option 3	Option 4
SCHEDULE OF BENEFITS	Lincoln Financial	Lincoln Financial	Reliance	OCHS	MetLife	UnitedHealthcare
Life and AD&D Benefit Employees working a minimum of 30 hours per week	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Dependent Life	Spouse Life: \$5,000 Child: \$100 (14 days to 6 months) / \$2,500 (6 months to age 19 or to 23 FT student)	Spouse Life: \$5,000 Child: \$100 (14 days to 6 months) / \$2,500 (6 months to age 19 or to 23 FT student)	Spouse Life: \$5,000 Child: \$100 (14 days to 6 months) / \$2,500 (6 months to age 19 or to 23 FT student)	Spouse Life: \$5,000 Child: \$2,500	Spouse Life: \$5,000 Child: \$100 (15 days to 6 months) / \$2,500 (6 months to age 26)	N/A
Features						
Waiver of Premium	Included	Included	Included	Included	Included	Included
Accelerated Benefit	75% to \$250,000	75% to \$250,000	75% to \$500,000	100% to \$1,000,000	12 months or less to live, up to 80% of coverage, to a maximum of \$500,000	50% to \$50,000
Age Reduction Schedule	65% at age 65 50% at age 70 Benefits terminate at retirement	65% at age 65 50% at age 70 Benefits terminate at retirement	65% at age 65 50% at age 70 Benefits terminate at retirement	65% at age 65 50% at age 70 Benefits terminate at retirement	65% at age 65 50% at age 70 Benefits terminate at retirement	65% at age 65 50% at age 70 Benefits terminate at retirement
Rate Guarantee Period	Expires 12/31/2018	24 Months	24 Months	36 Months	24 Months	24 Months
Basic Life Rate / \$1,000 79	\$0.170	\$0.196	\$0.180	\$0.247	\$0.216	\$0.270
AD&D Rate / \$1,000	\$0.016	\$0.016	\$0.025	\$0.016	\$0.028	\$0.020
Total Life AD&D Rate / \$1,000	\$0.186	\$0.212	\$0.205	\$0.263	\$0.244	\$0.290
Volume	\$3,812,500	\$3,812,500	\$3,812,500	\$3,812,500	\$3,812,500	\$3,812,500
Monthly Premium	\$709	\$808	\$782	\$1,003	\$930	\$1,106
Annual Premium	\$8,510	\$9,699	\$9,379	\$12,032	\$11,163	\$13,268
Dependent Basic Life Rate / \$1,000 48	\$1.340	\$1.340	\$1.340	\$1.340	\$2.870	N/A
Monthly Premium	\$64	\$64	\$64	\$64	\$138	N/A
Annual Premium	\$772	\$772	\$772	\$772	\$1,653	N/A
Total Monthly Premium	\$773	\$873	\$846	\$1,067	\$1,068	\$1,106
Total Annual Premium	\$9,281	\$10,471	\$10,151	\$12,804	\$12,816	\$13,268
Total \$ Increase / Decrease	N/A	\$1,190	\$869	\$3,523	\$3,535	\$3,986
Total % Increase / Decrease	N/A	13%	9%	38%	38%	43%

Loxahatchee River District
Voluntary Life Insurance RFP Evaluation
Effective Date: January 1, 2019

	Current	Option 1	Option 2	Option 3	Option 4
	Lincoln Financial	OCHS	UnitedHealthcare	MetLife	Reliance
Employee Formula	Increments of \$10,000, up to 5x Salary. <i>Not to exceed \$300,000.</i>	Increments of \$10,000, up to a maximum of \$300,000	Increments of \$10,000 up to a maximum of \$300,000	\$10,000 increments to a maximum of the lesser of 5 times pay or \$500,000	Increments of \$10,000 Not to exceed \$500,000
Guarantee Issue	\$100,000	\$150,000	\$80,000	\$100,000	\$100,000
Spouse Formula	Increments of \$5,000 up to 50% of EE amount. <i>Not to exceed or \$150,000.</i>	Increments of \$5,000, up to a maximum of \$150,000	Increments of \$10,000 to a maximum of \$20,000	\$5,000 increments to a maximum of \$100,000, not to exceed 50% of employee's Optional Life Benefit	Increments of \$10,000 up to 100% of EE amount. Not to exceed \$500,000
Guarantee Issue	\$10,000	\$25,000	\$20,000	\$25,000	\$10,000
Child Formula	14 days to 6 months: \$250 6 months to 19 years (to age 25 if full-time student): \$10,000	Live Birth to age 26: \$10,000 or \$15,000	14 days and over increments of \$5,000 to a maximum of \$10,000	15 days to 6 months old: \$100 / 6 Months to 26 years: \$1,000, \$2,000, \$4,000, \$5,000, or \$10,000	14 days to 6 months: \$250 6 months to 19 years: \$10,000
Guarantee Issue	\$10,000	\$15,000	\$10,000	N/A	\$10,000
Minimum Participation	Greater of 25% of enrolled or 10 employees	None	25%	25% and at least 10 covered lives	Current Enrollment
Rate Guarantee	Expires 12/31/2019	36 Months	24 Months	24 Months	24 Months
Age Bands	Rate / \$1,000				
24 & Under	\$0.070	\$0.070	\$0.071	\$0.086	\$0.086
25-29	\$0.070	\$0.070	\$0.085	\$0.086	\$0.086
30-34	\$0.080	\$0.080	\$0.113	\$0.096	\$0.096
35-39	\$0.100	\$0.100	\$0.127	\$0.116	\$0.116
40-44	\$0.160	\$0.160	\$0.141	\$0.176	\$0.176
45-49	\$0.260	\$0.260	\$0.211	\$0.276	\$0.276
50-54	\$0.500	\$0.500	\$0.324	\$0.516	\$0.516
55-59	\$0.800	\$0.800	\$0.606	\$0.816	\$0.816
60-64	\$0.930	\$0.930	\$0.930	\$0.946	\$0.946
65-69	\$1.680	\$1.680	\$1.790	\$1.696	\$1.696
70-74	\$3.290	\$3.290	\$2.903	\$3.306	\$3.306
75-79	\$8.880	\$8.880	\$2.903	\$3.306	\$8.896
80-99	\$20.150	\$8.880	\$2.903	\$3.306	\$20.166
Child(ren)	\$2.000	\$2.000	\$0.070	\$0.047	\$2.000
AD&D	\$0.016	\$0.016	\$0.020	\$0.016	\$0.016

Loxahatchee River District
Long Term Disability Insurance RFP Evaluation
Effective Date: January 1, 2019



	Current	Renewal	Option 1	Option 2	Option 3
SCHEDULE OF BENEFITS	Lincoln Financial	Lincoln Financial	Reliance	MetLife	UnitedHealthcare
Core Benefit					
Monthly Benefit	60%	60%	60%	60%	60%
Maximum Monthly Benefit	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500
Elimination Period	90 days	90 days	90 days	90 days	90 days
Own Occupation Period	24 Months	24 Months	24 Months	24 Months	24 Months
Duration of Benefit	SSNRA	SSNRA	SSNRA	RBD w/ SSNRA	ADEA I with NRA
Pre-existing Condition Limitation	3/12	3/12	3/12	3/12	3/12
Mental Illness, Alcoholism & Drug Abuse Limitation	24 Months	24 Months	24 Months	24 Months	24 Months
Rate Guarantee Period	Expires 12/31/2018	24 Months	24 Months	24 Months	24 Months
Rate / \$100	\$0.363	\$0.417	\$0.355	\$0.375	\$0.619
Estimated Volume	\$390,544	\$390,544	\$390,544	\$390,544	\$390,544
Monthly Premium	\$1,418	\$1,629	\$1,386	\$1,465	\$2,417
Annual Premium	\$17,012	\$19,543	\$16,637	\$17,574	\$29,010
\$ Increase / Decrease	N/A	\$2,531	-\$375	\$562	\$11,998
% Increase / Decrease	N/A	15%	-2%	3%	71%

Loxahatchee River District
Executive Summary & Employee / Employer Contribution
Effective Date: January 1, 2019

Current					RENEWAL		
	Enroll ment	Employer	Employee	Total	Employer	Employee	Total
Medical Insurance		Florida Blue - BlueOptions - 3559			UnitedHealthcare - Choice Plus - AQOZ		
Employee	30	\$600.28	\$89.70	\$689.98	\$562.75	\$84.09	\$646.84
EE + Spouse	21	\$1,428.67	\$213.48	\$1,642.15	\$1,350.40	\$201.78	\$1,552.18
EE + Child	8	\$1,104.52	\$165.04	\$1,269.56	\$953.45	\$142.47	\$1,095.92
EE + Family	19	\$1,872.88	\$279.86	\$2,152.74	\$1,812.30	\$270.80	\$2,083.10
Monthly Total		\$92,431	\$13,812	\$106,243	\$87,302	\$13,045	\$100,347
Annual Total		\$1,109,178	\$165,739	\$1,274,917	\$1,047,625	\$156,542	\$1,204,167
\$ Increase		N/A	N/A	N/A	-\$61,553	-\$9,198	-\$70,750
% Increase		N/A	N/A	N/A	-6%	-6%	-6%
Dental Insurance		United Concordia PPO Alliance			United Concordia PPO Alliance		
Employee	30	\$26.63	\$0.00	\$26.63	\$27.43	\$0.00	\$27.43
EE + Spouse	21	\$52.88	\$0.00	\$52.88	\$54.47	\$0.00	\$54.47
EE + Child	8	\$55.18	\$0.00	\$55.18	\$56.84	\$0.00	\$56.84
EE + Family	19	\$89.98	\$0.00	\$89.98	\$92.68	\$0.00	\$92.68
Monthly Total		\$4,060	\$0	\$4,060	\$4,182	\$0	\$4,182
Annual Total		\$48,725	\$0	\$48,725	\$50,189	\$0	\$50,189
\$ Increase		N/A	N/A	N/A	\$1,464	\$0	\$1,464
% Increase		N/A	N/A	N/A	3%	0%	3%
Vision Insurance		Humana Vision 130 Insight			Humana Vision 130 Insight		
Employee	17	\$0.00	\$3.89	\$3.89	\$0.00	\$4.92	\$4.92
EE + Spouse	10	\$0.00	\$7.79	\$7.79	\$0.00	\$9.83	\$9.83
EE + Child	2	\$0.00	\$7.40	\$7.40	\$0.00	\$9.34	\$9.34
EE + Family	6	\$0.00	\$11.63	\$11.63	\$0.00	\$14.68	\$14.68
Monthly Total		\$0	\$2,743	\$229	\$0	\$3,464	\$289
Annual Total		\$0	\$32,920	\$2,743	\$0	\$41,573	\$3,464
\$ Increase		N/A	N/A	N/A	\$0	\$8,653	\$721
% Increase		N/A	N/A	N/A	0%	26%	26%
Life Insurance / AD&D		Lincoln Financial Group			Lincoln Financial Group		
Volume:		\$3,812,500	\$0.00	\$3,812,500	\$3,812,500	\$0.00	\$3,812,500
Rate/\$1000		\$0.186	\$0.00	\$0.186	\$0.212	\$0.00	\$0.212
Monthly Total		\$709	\$0	\$709	\$808	\$0	\$808
Annual Total		\$8,510	\$0	\$8,510	\$9,699	\$0	\$9,699
\$ Increase		N/A	N/A	N/A	\$1,190	\$0	\$1,190
% Increase		N/A	N/A	N/A	14%	0%	14%
Dependent Life		Lincoln Financial Group			Lincoln Financial Group		
Volume:		48	\$0.00	48	48	\$0.00	48
Rate/Dep Unit		\$1.340	\$0.00	\$1.340	\$1.340	\$0.00	\$1.340
Monthly Total		\$64	\$0	\$64	\$64	\$0	\$64
Annual Total		\$772	\$0	\$772	\$772	\$0	\$772
\$ Increase		N/A	N/A	N/A	\$0	\$0	\$0
% Increase		N/A	N/A	N/A	0%	0%	0%
Long Term Disability		Lincoln Financial Group			Lincoln Financial Group		
Volume:		\$390,544	\$0.00	\$390,544	\$390,544	\$0.00	\$390,544
Rate/\$100 CMP		\$0.363	\$0.00	\$0.363	\$0.417	\$0.00	\$0.417
Monthly Total		\$1,418	\$0	\$1,418	\$1,629	\$0	\$1,629
Annual Total		\$17,012	\$0	\$17,012	\$19,543	\$0	\$19,543
\$ Increase		N/A	N/A	N/A	\$2,531	\$0	\$2,531
% Increase		N/A	N/A	N/A	15%	0%	15%
Plan Totals							
Monthly Total		\$98,683	\$16,555	\$112,723	\$93,986	\$16,510	\$107,319
Annual Total		\$1,184,196.58	\$198,659	\$1,352,679	\$1,127,828	\$198,114.49	\$1,287,834
\$ Annual Increase		N/A	N/A	N/A	-\$56,369	-\$545	-\$64,845
% Increase		N/A	N/A	N/A	-4.76%	-0.27%	-4.79%

Loxahatchee River District
Executive Summary & Employee / Employer Contribution
Effective Date: January 1, 2019

Current					RECOMMENDED RENEWAL		
	Enroll ment	Employer	Employee	Total	Employer	Employee	Total
Medical Insurance		Florida Blue - BlueOptions - 3559			UnitedHealthcare - Choice Plus - AQOZ		
Employee	30	\$600.28	\$89.70	\$689.98	\$562.75	\$84.09	\$646.84
EE + Spouse	21	\$1,428.67	\$213.48	\$1,642.15	\$1,350.40	\$201.78	\$1,552.18
EE + Child	8	\$1,104.52	\$165.04	\$1,269.56	\$953.45	\$142.47	\$1,095.92
EE + Family	19	\$1,872.88	\$279.86	\$2,152.74	\$1,812.30	\$270.80	\$2,083.10
Monthly Total		\$92,431	\$13,812	\$106,243	\$87,302	\$13,045	\$100,347
Annual Total		\$1,109,178	\$165,739	\$1,274,917	\$1,047,625	\$156,542	\$1,204,167
\$ Increase		N/A	N/A	N/A	-\$61,553	-\$9,198	-\$70,750
% Increase		N/A	N/A	N/A	-6%	-6%	-6%
Dental Insurance		United Concordia PPO Alliance			United Concordia PPO Alliance		
Employee	30	\$26.63	\$0.00	\$26.63	\$27.43	\$0.00	\$27.43
EE + Spouse	21	\$52.88	\$0.00	\$52.88	\$54.47	\$0.00	\$54.47
EE + Child	8	\$55.18	\$0.00	\$55.18	\$56.84	\$0.00	\$56.84
EE + Family	19	\$89.98	\$0.00	\$89.98	\$92.68	\$0.00	\$92.68
Monthly Total		\$4,060	\$0	\$4,060	\$4,182	\$0	\$4,182
Annual Total		\$48,725	\$0	\$48,725	\$50,189	\$0	\$50,189
\$ Increase		N/A	N/A	N/A	\$1,464	\$0	\$1,464
% Increase		N/A	N/A	N/A	3%	0%	3%
Vision Insurance		Humana Vision 130 Insight			Humana Vision 130 Insight		
Employee	17	\$0.00	\$3.89	\$3.89	\$0.00	\$4.92	\$4.92
EE + Spouse	10	\$0.00	\$7.79	\$7.79	\$0.00	\$9.83	\$9.83
EE + Child	2	\$0.00	\$7.40	\$7.40	\$0.00	\$9.34	\$9.34
EE + Family	6	\$0.00	\$11.63	\$11.63	\$0.00	\$14.68	\$14.68
Monthly Total		\$0	\$2,743	\$229	\$0	\$3,464	\$289
Annual Total		\$0	\$32,920	\$2,743	\$0	\$41,573	\$3,464
\$ Increase		N/A	N/A	N/A	\$0	\$8,653	\$721
% Increase		N/A	N/A	N/A	0%	26%	26%
Life Insurance / AD&D		Lincoln Financial Group			Reliance		
Volume:		\$3,812,500	\$0.00	\$3,812,500	\$3,812,500	\$0.00	\$3,812,500
Rate/\$1000		\$0.186	\$0.00	\$0.186	\$0.205	\$0.00	\$0.205
Monthly Total		\$709	\$0	\$709	\$782	\$0	\$782
Annual Total		\$8,510	\$0	\$8,510	\$9,379	\$0	\$9,379
\$ Increase		N/A	N/A	N/A	\$869	\$0	\$869
% Increase		N/A	N/A	N/A	10%	0%	10%
Dependent Life		Lincoln Financial Group			Reliance		
Volume:		48	\$0.00	48	48	\$0.00	48
Rate/Dep Unit		\$1.340	\$0.00	\$1.340	\$1.340	\$0.00	\$1.340
Monthly Total		\$64	\$0	\$64	\$64	\$0	\$64
Annual Total		\$772	\$0	\$772	\$772	\$0	\$772
\$ Increase		N/A	N/A	N/A	\$0	\$0	\$0
% Increase		N/A	N/A	N/A	0%	0%	0%
Long Term Disability		Lincoln Financial Group			Reliance		
Volume:		\$390,544	\$0.00	\$390,544	\$390,544	\$0.00	\$390,544
Rate/\$100 CMP		\$0.363	\$0.00	\$0.363	\$0.355	\$0.00	\$0.355
Monthly Total		\$1,418	\$0	\$1,418	\$1,386	\$0	\$1,386
Annual Total		\$17,012	\$0	\$17,012	\$16,637	\$0	\$16,637
\$ Increase		N/A	N/A	N/A	-\$375	\$0	-\$375
% Increase		N/A	N/A	N/A	-2%	0%	-2%
Plan Totals							
Monthly Total		\$98,683	\$16,555	\$112,723	\$93,717	\$16,510	\$107,051
Annual Total		\$1,184,196.58	\$198,659	\$1,352,679	\$1,124,602	\$198,114.49	\$1,284,608
\$ Annual Increase		N/A	N/A	N/A	-\$59,595	-\$545	-\$68,071
% Increase		N/A	N/A	N/A	-5.03%	-0.27%	-5.03%

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration


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

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D. 
DATE: NOVEMBER 9, 2018
SUBJECT: PROCUREMENT POLICY

District staff relies on our Procurement Policy for guidance and direction when purchasing goods, supplies, and services. This past June the Governing Board approved revisions to our Procurement Policy; nonetheless, staff have identified additional opportunities to further improve the clarify and strength of our Procurement Policy. We have worked with Jennifer Cowan (Lewis, Longman, and Walker) and Curt Shenkman (LRD legal counsel) to systematically review and consider revisions to our Procurement Policy.

Following this memo, you will find the draft Procurement Policy with recommended revisions shown using track changes. The top ten most meaningful revisions to our Procurement Policy can be summarized as:

1. We continue to systematically work to improve the clarity and semantics of the language used throughout the policy.
2. With the anticipated retirement of our Deputy Executive Director (Clint), we are consolidating procurement functions under the Purchasing Agent (Hazel Figueroa). With this revision, all Purchase Order will originate from the Purchasing Agent, though specifications will continue to be managed by the staff requesting the purchase.
3. Section 1.02 Definitions has been revised to include the definition of a 'bidder' and to provide additional definitions that would be helpful if we try and pursue a design-build contract. Also, Section 2.05 was added to provide clarity regarding implementation of the Consultants Competitive Negotiation Act with respect to Design Build projects.
4. Section 1.03 Purchasing Authorization Levels has been moved to Section 7.
5. Section 2.03 Bids and Proposals we added detail and minimum ratings for bid, performance, and payment bonds.
6. Under Section 2.06 Transactions Exempt from Competitive Procurement we have added procurement of surplus or used goods from a government auction (e.g., govdeals.com).
7. Under Section 2.08 I suspect you may be interested in understanding precisely how staff determine "satisfactory performance." We have added some limited language to somewhat improve this concept. One revision we have been investigating is the notion of incorporating a contractor score card. Unfortunately, we are not yet prepared to incorporate this concept into our Procurement Policy. We will continue working on this concept.
8. Under Section 2.10 Change Orders we have removed our time-sensitive change order process, and we have replaced it with "*The Executive Director is authorized to approve individual Change Orders deemed by the Executive Director to be time-sensitive and in the best interest of the District. In such an event, the Executive Director will present the Change Order and supporting documentation to the Board at their next regularly scheduled public meeting.*" The notion is that the Governing Board is vesting this authority and decision making in me as a part of this policy, and the public has an opportunity to discuss and address this decision as part of the policy revision. And, this revised policy avoids the potential claim by the public that they did not have an opportunity to address a Board decision that could have been reached under the old time-sensitive change order policy. I look forward to specifically discussing this policy revision.
9. Sections 2.13(4) and 5.0 specify public records requirements for our vendors and bidders.

10. Section 7 is process oriented and intended to help staff understand how to work through our procurement process.

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 presented and with an effective date of November 16, 2018.”

Effective Date:

November 1, 2001

Revised – October 27, 2010

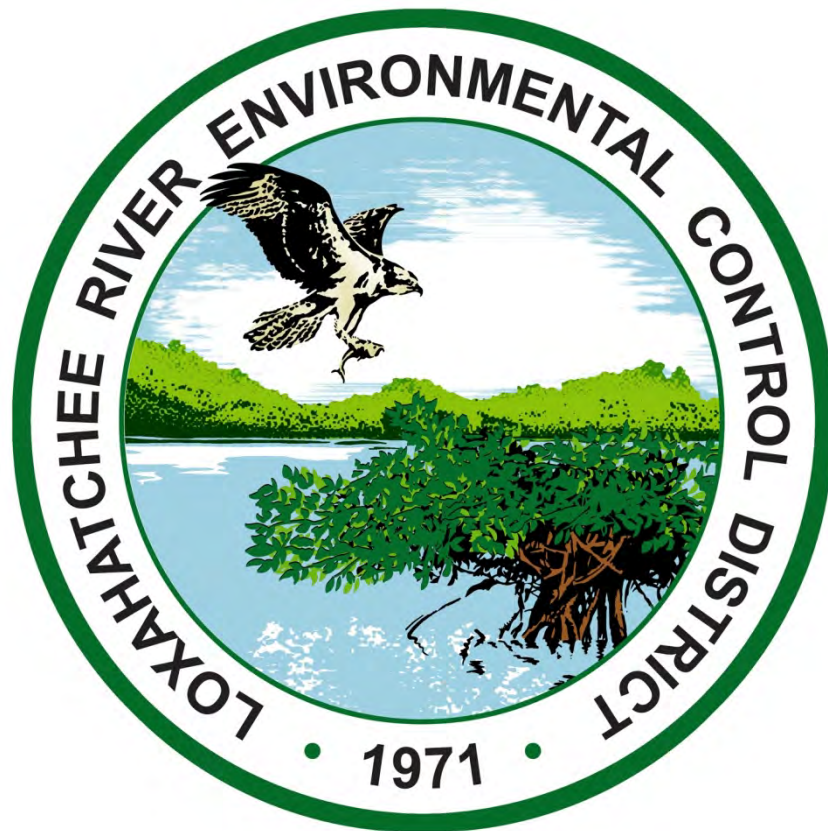
Revised – June 20, 2013

Revised – May 26, 2016

Revised – June 16, 2016

Revised – June 21, 2018

Revised – November __, 2018



**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
PROCUREMENT POLICY**

1.0 EXECUTIVE SUMMARY

The Loxahatchee River Environmental Control District's (the "District") Procurement Policy (the "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~~ The District as an Independent, Multi-County Special District 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~~ The District has further limited itself as described in this ~~policy~~ Procurement Policy to ensure fair, equitable, and open procurements. The ~~District's~~ Procurement Policy centralizes purchasing ~~in some instances~~ to maximize 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~~ Procurement Policy shall serve as a general guide, but specific questions or concerns related to construction contracts, which are not addressed ~~herein~~ this Procurement Policy, 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.~~ The Finance Department controls all purchases. ~~All purchases, other than capital purchases, shall be controlled by the~~ The Purchasing ~~Division of the Finance Department. The Purchasing Agent shall be~~ Principal is responsible for the functions of the purchasing process and will make recommendations, when necessary to the Director of Finance, Deputy Executive Director, Executive Director, ~~and/or~~ the ~~Governing~~ Board. The Purchasing Principal is the authorized representative of the District to procure materials for the District. In the Purchasing ~~Agent's~~ Principal's absence, the Warehouse Coordinator may procure ~~materials~~ goods and services 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~~ must 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~~ may be subject to disciplinary actions.

The following are unauthorized purchasing practices:

- 1) Dividing purchases into multiple segments in an attempt to issue a single purchase order below the dollar threshold requirements as established ~~herein~~ in this Procurement Policy.

- 2) Purchase of any supply(ies) or service(s) above the dollar threshold established ~~herein~~ this Procurement Policy directly from a vendor, bypassing the Purchasing Division.
- 3) Committing to a purchase without issuance of an authorized Purchase Order, when one is required.
- 4) Providing false information such as a false quotation.
- 5) Adding unauthorized purchases to a previously approved Purchase Order without the appropriate approval authority and subsequent modification of the Purchase Order.

~~District policy is to require pre-~~Pre-approval is required before purchases are made and ~~avoid~~-after-the-fact approval of purchases- is to be avoided. Violation of this ~~policy~~ Procurement Policy may result in discipline up to and including termination.

1.02 DEFINITIONS

- 1) **Best** – ~~shall mean means~~ the highest overall value to the District based on ~~objective~~ factors that include, but are not limited to, price, quality, design, workmanship, past performance, and timeliness.
- 2) **Bidder** – means a person or entity replying to an ITB, RFP, ITN or RFI.
- 2)3) **Board** – ~~shall mean means~~ the Governing Board of the District.
- 3)4) **Change Order** – ~~is means~~ 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)5) **Competitive Selection** – ~~shall mean means~~ 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)6) **Continuing Contract** – ~~A means a~~ contract that allows for incremental execution using individual task orders.
- 6)7) **Contract** – ~~Means 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.
- 8) **Design-Build Firm** – means a partnership, corporation, or other legal entity that: (a) Is certified under Section 489.119, Florida Statutes to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or (b) Is certified under Section 471.023, Florida Statutes to practice or to offer to practice engineering; certified under Section 481.219, Florida Statutes to practice or to offer to practice architecture; or certified under Section 481.319, Florida Statutes to practice or to offer to practice landscape architecture.
- 9) **Design-Build Contract** – means a single contract with a design-build firm for the design and construction of a public construction project.
- 10) **Design Criteria Package** – means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish

sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

- 11) Design Criteria Professional** – means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.
- 7)12) District** – ~~shall mean~~ means 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)13) Electronic Posting or Electronic Post** – ~~shall mean~~ means the noticing of solicitations, agency decisions or intended decisions, or other matters related to procurement on a centralized Internet website designated by the District for this purpose.
- 9)14) Emergency Purchase** – ~~An~~ means an expeditious purchase of goods, services, consultant services ~~and~~/or construction services 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 2.06-09 of this Procurement Policy.
- 10)15) Invitation to Bid or ITB** – ~~shall mean~~ means 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)16) Invitation to Negotiate or ITN** – ~~shall mean~~ means 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)17) Purchase Order or PO** – ~~is~~ means a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs, services, etc.
- 13)18) Purchase Requisition** – serves to inform the Purchasing Department of the needs of a specific user and to ~~define~~ 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.
- 14)19) Purchasing Principal** – ~~shall mean~~ means is the ~~Deputy Executive Director, authorized representative of the District to procure materials for the District~~ 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.~~

- ~~15)~~**20) Request for Information or RFI** – ~~shall mean~~means 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.
- ~~16)~~**21) Request for Proposal or RFP** – ~~shall mean~~means 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 define 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.
- ~~17)~~**22) Request for Quote or RFQ** – ~~shall mean~~means an oral, electronic, or written informal request for written pricing or services information from a vendor for goods or services.
- ~~18)~~**23) Responsible Vendor or Responsible Bidder** – means a vendor or bidder who has capability in all respects to ~~fully~~ perform fully the contract requirements and the integrity and reliability that will assure good faith performance.
- ~~19)~~**24) Responsive Bid or Responsive Proposal or Responsive Reply** – means a bid, proposal, or reply submitted by a responsible ~~vendor that~~bidder, which conforms in all material respects to the solicitation.
- ~~20)~~**25) Responsive Vendor or Responsive Bidder** – means a vendor or bidder that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- ~~21)~~**26) Sole Source** – ~~A~~means a sole source (~~aka~~A.K.A. single source) purchase exists when research has determined there is only one potential vendor for the good or service.
- ~~22)~~**27) Substitution** – ~~shall mean~~means a shipment of an item that materially conforms to the specifications, but is technically different from the item bid.
- ~~23) 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.

Purchase Amount	Procurement Method	Procurement Procedure	Approval Authorization
Less than \$500	Petty Cash, Check Request, P-Card, Purchase Order	Single Quote or Relevant Pricing Information	Department Director
\$500-\$1,000	Purchase Order	Single Quote or Relevant Pricing Information	Department Director, Purchasing Principal
\$1,000.01-\$5,000	Purchase Order	Single Quote or Relevant Pricing Information	Department Director, Purchasing Principal, Executive Director
\$5,000.01-\$50,000	Purchase Order	Three Competitive Written Quotes	Department Director, Purchasing Principal, Executive Director
Greater than \$50,000	Purchase Order, Competitive Solicitation	Competitive Selection	Department Director, Purchasing Principal, Executive Director, Governing Board

~~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.

The following items do not require Governing Board approval under any circumstances: Utilities, postage, refunds, employee tax withholding, pension benefits, items covered by approved insurance policies, debt service payments, investments purchased in accordance with the District Investment Policy, Legal Services in accordance with approved contract, fees payable to other governmental agencies as may be required by law, and legal advertisements. **1.04**

PURCHASING METHODS

1) 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:~~

- ~~a) The purchase of items which are not ordinarily on hand in the District's inventory.~~
- ~~b)a) Small purchases made from vendors where issuance of a special check or processing through the purchasing cycle is not cost effective.~~
- ~~C. Meals for local seminars, conferences and other business meetings.~~
- ~~d)a) Toll receipts and mileage reimbursement.~~
- ~~e)a) 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.~~

~~b. 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 Chevron 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.~~

~~3)1) 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.~~

~~4)1) 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.~~

~~c. 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 of 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. Open Purchase Order requests should contain the following information:-~~

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- ~~i. Description of the items to be purchased.~~
- ~~ii.i. Period of time the Open Purchase Order will remain valid.~~

~~iii.i. A list of persons/departments authorized to make purchases against the Open Purchase Order.~~

~~D. Maximum amount which cannot be exceeded.~~

~~v.i. Reference of state bid, GSA schedule or competitively bid contract number as well as the governmental entity that generated the contract, when applicable.~~

~~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.~~

~~f.a) 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.~~

~~g. 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 issuance of a Check Request Form subsequent to an approved or awarded contract does not require additional approval from the Governing Board; however, the terms must be in accordance with the terms of the pre-approved or pre-awarded contract.~~

~~The current list of purchases approved for Direct Payment are listed below:~~

~~A. Utilities (electric, water, gas, etc.)~~

~~B. Telecommunications Services~~

~~e)a) Legal Services, including Court Reporters~~

~~d)a) General Liability, Property, Workers' Compensation and Flood Insurance Premiums~~

~~e)a) Life, Health, Dental, and Vision Insurance~~

~~f)a) Employee Benefits and Contracts with Third Parties for Payroll Deduction~~

- ~~g)a) Goods, Services, or Donations provided with Non-District Funds (Developer Deposits, Repayment of Maintenance Bonds, Scholarships, Pass-through Donation, etc.)~~
- ~~h)a) Customer Refunds~~
- ~~i)a) Debt Service Payments~~
- ~~j)a) Pension Payments~~
- ~~k)a) Unemployment Compensation~~
- ~~l)a) Tax Withholding Payments~~
- ~~m)a) Employee Garnishments~~
- ~~n)a) Sales Tax Payments~~
- ~~o)a) Land Purchases~~
- ~~p)a) Memberships, Subscriptions, and Publications~~
- ~~q)a) Professional Dues and Licenses~~
- ~~r)a) Seminar and Travel Expenses~~
- ~~s)a) Per Diem and Mileage Reimbursement~~
- ~~t)a) Employee Tuition Reimbursement~~
- ~~u)a) Petty Cash Reimbursement~~
- ~~v)a) Workers Compensation Claims~~
- ~~w)a) Investments~~
- ~~x)a) Postage~~
- ~~y)a) Recording Fees~~
- ~~z)a) Automobile License Plates~~
- ~~aa)a) Advertisements~~
- ~~bb)a) Licenses and Permits~~
- ~~cc)a) Credit Card Merchant Service Fees and Bank Fees~~
- ~~dd)a) Credit Card Remittances~~
- ~~ee)a) 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:

- 1) Auditor Selection provided for in Section 218.391 of the Florida Statutes;
- 2) Public Construction/Works provided in Section 255.20 of the Florida Statutes; ~~and~~
- 3) Consultants' Competitive Negotiation Act provided in Section 287.055 of the Florida Statutes; and
- ~~3)4) Local Government Investment Policies provided in Section 218.415 of the Florida Statutes.~~

District staff will endeavor to comply with the fundamental premise of fairness through implementation of ~~the purchasing policy.~~ this Procurement Policy. Unless otherwise provided by law as cited above, competitive solicitation ~~shall~~will be used for the purchase of goods and services in accordance with the following process:

Competitive Threshold Category	Purchase Dollar Amount (per item)	Process Requirement
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.~~ The Purchasing Principal shall havehas 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~~Nothing in this Procurement Policy should be construed as limiting the Executive Director's authority to execute multiple Contracts for materials, supplies, and services to one vendor that exceeds \$50,000 cumulatively, so long as the materials, supplies, and services are for separate projects and each project does not exceed \$50,000; however, purchases may not be structured into multiple transactions to fall into a lower Competitive Threshold Category.

~~Any one-time purchase or multiple purchases of the same commodity or service over a period of one year or over a period that spans the fiscal year that is less than the competitive solicitation threshold of \$50,000 may be made without prior approval of the Governing Board. Additionally, 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. Purchase Dollar Amount thresholds are measured by project and based on the Contract amount for the Contract term, or where no term is specified on a fiscal year period.~~

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 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 of the individual person providing the quote. An email is an acceptable form of a written quote. For exceptions, see Section 2.04.
- ~~3)2)~~ All purchase orders will be processed in accordance with Sections 2.0 2.03 to the best responsive, responsible vendor meeting the specified requirements06.
- ~~4)3)~~ 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~~must 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~~must~~ also include a reference to the protest provisions set forth in Section ~~2.02(1403)~~(10).

- 2) **Invitation to Negotiate** – ~~see~~See Section 2.~~03~~04.
- 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~~(1403(10)).

Bid

2.03 BIDS AND PROPOSALS

- 1) **Packages** – Bid packages or requests for proposal ~~shall~~must 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 or proposal format should be used. Assigned dates and time for pre-bid meetings, if any, and for the public bid opening ~~shall also~~must be included. If the pre-bid conferences are mandatory, a representative from the bidder's firm ~~shall be in attendance~~must attend or its bid will be rejected. Bids and RFPs ~~shall~~will 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~~Chapter 119 of the Florida Statutes.]

- ~~1)2)~~ **Bid/Proposal Submissions** – A ~~Bid/Proposal~~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~~bid/proposal is subject to being rejected.

FAILURE TO EXECUTE 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~~ITBs/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~~will be answered in writing and provided to all bidders/proposers in the form of addenda. All addenda issued ~~shall be~~are deemed part of the ITB or RFP.

4)3) 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~~will be delivered in good order F.O.B. destination, freight prepaid, inside delivery, within the time specified. ~~Packing~~A packing list must accompany all shipments.

Bonds – 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.~~

- 4) 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~~ Contract and receipt of the Public Construction Performance and Payment Bond if required. 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.

The bid deposit must be made payable to the District as evidence of good faith and ensuring that the successful bidder will execute a ~~Bids received without a bid deposit or with a bid deposit in an amount less than the required will be deemed non responsive.~~

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, as described below. Such bond must be for 100% of the Contract amount, as security for the faithful performance and payment of all of the Contractor's obligations under the Contract. The bond will remain in effect and 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 would be forfeited to the Board as liquidated damages.

All bonds shall be in the form prescribed by laws and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. The surety company must be licensed to do business in the State of Florida, hold a certification of authority authorizing it to write surety bonds in this state, have twice the minimum surplus and capital required by the Florida Insurance Code at the time the ITB is issued and be otherwise in compliance with the provisions of the Florida Insurance Code.

Unless otherwise specified in the bid, the surety shall have a least the following minimum ratings:

CONTRACT AMOUNT	BEST'S RATINGS
250,000 to 500,000	Class V B+ or better
500,000 to 2,500,000	Class VI A or better
2,500,000 and over	Class VII A or better

RATINGS SCHEDULE

Class V	10,000,000 to 25,000,000
Class VI	25,000,000 to 50,000,000
Class VII	50,000,000 to 100,000,000

A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify the District and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

~~3)5)~~ **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. Only qualified, responsive, and responsible bids will be considered for award. If the ~~contract~~Contract is to be awarded based solely on price, the ~~contract~~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 non-responsible or non-responsive bidder and to award the ~~contract~~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, ~~or~~ proposals, and ~~recommendations~~the recommendation 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~~Responsive and ~~responsible bidder~~Responsible Bidder as determined by the Board ~~and,~~ in ~~the Board's~~sits sole discretion. The Board's decision will be final and conclusive.

~~4)6)~~ **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~~ The Board may grant a request for withdrawal, if received by the District in writing at any time before execution of a ~~contract~~Contract with the bidder/proposer, ~~may be granted by the Board.~~

~~5)7)~~ **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.~~087,087~~of the Florida Statutes, a drug-free workplace ~~shall~~will 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.

~~6)8)~~ **Bidders Liability** – ~~Should any~~If a bidder ~~fail~~fails to enter into any ~~contract~~Contract with the District based on the ~~basis of the~~ submitted bid ~~by said bidder,~~ bidder acknowledges that bidder ~~shall be~~is liable to the District for ~~the~~all costs to re-bid the project as well as the difference between ~~such~~the agreed 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~~will 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 the infraction.

~~7)9)~~ **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~~are 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) The District shall provide to Contractor a requisition form to be utilized for purchase of those supplies, materials and equipment (SME) described ~~herein in this~~

Procurement Policy. The 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 the District's sole discretion.

c) Requisition forms will only be issued for the SME described ~~herein in this Procurement Policy.~~ Such forms ~~shall~~must be prepared and submitted by the Contractor to the District. Such form ~~shall~~must be submitted in sufficient time for review and consideration by the District so that the materials may be acquired directly by the 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 the District's representative for approval by the District with sufficient time for the District's review and processing, such that no delay shall ~~impact~~affect 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) The 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~~ The Contractor must submit 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 The District will issue 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~~are 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~~is responsible for acceptance of delivery, storage, and installation of ~~said~~ products ordered by the District. Further, Contractor ~~shall be~~is liable for all loss or damage to ~~said~~ products subsequent to delivery of ~~same~~those products from the vendors/or 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~~ contract documents for ~~any and~~ all materials, products, and systems purchased by the ~~District's purchase orders~~ District. The Contractor ~~shall~~ must 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.

Bid

~~8)~~10) **ITB/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 acknowledge and agrees that all protests will be handled in accordance with~~ the process set forth in this Section:-

a) Notice of Protest – Notice of all District decisions or intended decisions ~~shall~~ will be made by electronic posting on the District's Purchasing web page (e.g., <https://loxahatcheeriver.org/governance/purchasing-bids/>). Any person adversely affected by a bid or request for proposal ~~shall~~ must file a notice of protest in writing, within three (3)⁺ 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~~ must be filed within ten (10)⁺ business days after the protesting party files the notice of protest. All timeframes above exclude Saturdays, Sundays, and state holidays, in their computation. No time will be added to the above time limits for mail service. ~~Failure to file a protest within the time prescribed shall constitute a waiver of this Protest Provision.~~

a)b) Formal Written Protest – The formal written protest ~~shall~~ must state with particularity the facts and law upon which the protest is based. ~~The formal written protest shall be printed or typewritten and contain:-, such as:~~

1. The name and address of the person or firm filing the protest ~~and an~~;
- ~~1-2.~~2. An explanation of how they are adversely affected by the District decision or intended decision;
- ~~2-3.~~3. Identification of the procurement matter at issue.
- ~~3-4.~~4. A statement of how and when the notice of District decision or intended decision was received;
- ~~4-5.~~5. A statement of all issues of disputed material fact and, if there are none, a statement so indicating;
- ~~5-6.~~6. A concise statement of the ultimate facts alleged;
- ~~6-7.~~7. A statement of the applicable law, rule, statute, or other authority upon which the protest is based and which entitle the protestor to relief;
- ~~7-8.~~8. A specific demand for relief; and
- ~~8-9.~~9. Any other information material to the protest.

⁺FS 120.57(3)(b)

- c) Filing Notices of Protest and Formal Protests – All notices of protest and formal protests ~~shall~~must 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 must have been received by the District within the prescribed time limits. No time will be added to the above time limits for mail service. Failure to file a protest within the time prescribed ~~by this Section shall constitute~~constitutes a waiver of proceedings and a waiver of all claims.
- d) Stay of Award – Upon receipt of a formal written protest ~~which~~that has been timely filed, the bid solicitation or contract award process ~~shall be~~is 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~~will be given by ~~U.S. Mail or hand delivery or courier service to all whom submitted qualified~~electronic posting on the District’s Purchasing web page (e.g., <https://loxahatcheeriver.org/governance/purchasing-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.~~will be given by electronic posting on the District’s Purchasing web page (e.g., <https://loxahatcheeriver.org/governance/purchasing-bids/>).
- 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, then 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.

2.0304 COMPETITIVE NEGOTIATION

For any category of services ~~and~~/or goods, the District may choose to purchase the services ~~and~~or 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 ~~determined~~determines it is in the best interest of the District to procure a good or service through competitive negotiation, staff ~~shall~~will 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~~Contract, and the proposed vendors that will be used in the negotiations. The Board's intended decision to contract by negotiation ~~shall~~will 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~~must indicate how interested parties may apply for consideration and ~~shall~~must indicate the criteria required to be submitted in any responsive letter of interest. The public notice shall~~must~~ also include a reference to the bid protest provisions set forth in Section 2.02(1403(10)).
- 3) **Letter of Interest** – Pursuant to the public notice, a firm desiring to provide services for a project ~~shall~~must 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~~will 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~~must 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 after that firm has provided their best and final offer, 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, after that firm has provided their best and final offer; 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 will~~ be ranked and listed in the order of their competence and qualifications. Negotiations ~~shall will~~ 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~~ Contract. The District will maintain an accurate record of the discussions held with each vendor/bidder/proposer.

2.04 — DESIGN-BUILD PROFESSIONAL SERVICES

~~When required,~~

2.05 CONSULTANTS COMPETITIVE NEGOTIATION ACT – DESIGN BUILD

~~The District will comply with the procurement~~ competitive solicitation requirements of the Consultants' Competitive Negotiation Act provided in Section 287.055 of the Florida Statutes (CCNA). Pursuant to Section 287.055(9) of the Florida Statutes, the following are rules that will apply to all design-build contracts.

- 1) The District shall employ or retain a design criteria professional, who has been selected through CCNA, who will prepare the design criteria package for the design and construction of the public construction project. This design criteria professional shall be is not eligible to render services under a design-build contract executed pursuant to Section 255.055, Florida Statutes. The procurement of a design-build firm for a design-build project shall be in accordance with this Policy and Section 287.055(9), Florida Statutes, the design criteria package.
- 2) The District shall publicly advertise the design criteria package and shall utilize the advertisement must include a general description of the project and indicate how, and the time in which, interested design-build firms may apply for consideration. The design-build contract must be awarded through either the use of the qualifications-based selection process pursuant to Section 278.055(3), (4), and (5) of the Florida Statutes, or the competitive proposal selection process. The described below. If the District uses a qualifications-based selection, then the District shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative.
- 3) Procedures for the use of a competitive proposal selection process are as follows:
 - a. Solicitation – Requests for proposal shall be sent to all interested firms requesting that their qualifications and proposed design be submitted at a time and place

certain. The request for proposal must contain at a minimum the design criteria package, scope of services to be provided by the design-build firm during the performance of the design-build contract including the schedule and time period in which the services are to be complete; insurance coverages and bonding requirements; instruction covering the form, content, and manner of qualifications statement; evaluation criteria and procedures including proportional weighing to be used to evaluate the proposals; technical and design proposal of the project; draft design-build contract; and any other information pertinent to selection and award of the design-build contract. As an option the District will incorporate price into the evaluation process as well.

- b. Evaluation – The committee shall review all proposals received prior to the announced deadline and identify the no less than three firms deemed qualified to perform the required services based on evaluation criteria contained in the request for proposal, including but not limited to qualifications, availability, and past work of the firms, including the partners or members of the firms. The committee shall then rank and short-list firms based on the evaluation criteria set for on the request for proposal. The committee may require oral presentations of the short-listed firms. The average combined score received from the written proposal and oral presentation will determine the final ranking of firms. Price will also be considered in the evaluation process if used as an optional criterion. If Price is include firms responding to the Request for Proposal shall submit both technical and price proposals. The price proposal would consist of either a lump sum, fixed fee amount or a guaranteed maximum not to exceed price. The price proposal must be based upon and include all costs or expenses to be incurred by the design-build firm in implementing and completing all aspects of the design-build project.
- c. Negotiation – After ranking, the committee shall attempt to negotiate a contract within the parameters of the design criteria package. The final negotiated price cannot exceed the price submitted in their proposal. Subsequent to competitive negotiations, the selected firm will establish a guaranteed maximum price and guaranteed completion date.
- d. The design criteria professional will be consulted in the evaluation process, the supervision or approval of the District of the detailed working drawings of the project, and for the evaluation of the compliance of the project construction with the design criteria package.
- e. In the case of public emergencies, for the Board to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

The Purchasing Principal will determine if the design-build method is appropriate for a particular project. In making the decision, the Purchasing Principal will determine whether design-build or contracting separately for professional design and construction services is in the best interest of the District by considering the following factors:

- 1) The potential for project costs savings or costs reduction;
- 2) The need or potential for reducing the time to complete the project;
- 3) The need or potential for enhancing revenue production by expediting completion, activation and operational use of the project;

- 4) The need or potential to expedite the completion, activation, and operation of the project due to public service considerations or user decision operational needs and requirements;
- 4)5) The potential for collaboration to develop designs and construction methodology shall also be set forth in the solicitation document that could provide a project with enhanced qualities or aesthetics innovative use of materials, economy of construction, operational efficiency, or functional effectiveness;
- 6) The need or potential for protecting, preserving, and enhancing the health safety, and welfare of the public.

2.0506 TRANSACTIONS EXEMPT FROM COMPETITIVE PROCUREMENT

~~An exemption may be granted by the~~ The Purchasing Principal for goods or services may grant an exemption when it is in the District's best interest and allowed by a referenced statute, rule, or regulation.

2.06.01 Typical Exceptions

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~~including but not limited to electric, water, cable, telephone and cellular services, except as provided by Chapter 2002-358, Laws of Florida

- ~~12)~~13) ~~Toll~~ charges, ~~and~~ gas cards, ~~and postage~~
- ~~13)~~14) Dues and memberships in trade or professional organizations
- ~~14)~~15) Subscriptions for periodicals, advertisements, copyrighted material
- ~~15)~~16) Part-time and temporary labor and employees
- ~~16)~~17) Advertising in newspapers, magazines, social media, etc.
- ~~17)~~18) Postage, shipping and express mail costs
- ~~18)~~19) Office, warehouse space, boat slip, submerged land or other property rental or lease
- ~~19)~~20) Railroad leases and associated costs and fees
- ~~20)~~21) Warranty or maintenance agreement costs required by the original manufacturer or installer
- ~~21)~~22) Professional medical services, authorized hospitality expenses
- ~~22)~~23) Job-related travel, seminars, tuition registration and training
- ~~23)~~24) Legal services, expert witnesses, court reporter services, and all other related expenses of claims, anticipated litigation, and/or litigation
- ~~24)~~25) 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~~must be provided to the Purchasing Principal for approval prior to entering into a ~~contract~~Contract for the service. The Purchasing Principal will determine, on an individual basis, whether the exemption is applicable.
- ~~25)~~26) Title insurance, title commitments, title searches, and ownership and encumbrance searches and real estate appraisal services to determine the market value of real property
- ~~26)~~27) Political lobbying services
- ~~27)~~28) Transactions by Interlocal Agreement
- ~~28)~~29) Art work, maps, and design services (including website design)
- ~~29)~~30) Permitting fees
- ~~30)~~31) Security services by off-duty law enforcement personnel
- ~~31)~~32) Camp programs including admission fees to parks, movies, entertainment venues, etc.
- ~~32)~~33) Services provided by non-profit organizations, educational institutions, governmental and quasi-governmental agencies
- ~~33)~~34) Purchases under Tax Savings Program
- ~~34)~~35) Sole source items in accordance with Section 2.~~04(1)~~06.03 below
- ~~35)~~36) Purchases which "piggy-back" on existing government contracts in accordance with Section 2.~~04(2)~~06.03 below

~~36)37)~~ Intergovernmental purchases and agreements

~~37)38)~~ Emergency purchases as noted in Emergency Purchase Section 2.0609

~~38)39)~~ Computer maintenance and/or software licenses for existing software

~~39)40)~~ Credit card processing fees

~~40)41)~~ 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.

~~42)~~ Surplus or used goods that are procured from a government auction such as govdeals.com.

~~41)43)~~ Multiple quantities of a single item of common operational supplies

2.06.02 Public Construction Project Exemptions

Further, the District may grant exemptions for Public Construction projects in accordance with Section 255.20 of the Florida Statutes, including:

- 1) 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.
- 2) After proper public notice, the District does not receive any responsive bids or proposals.
- 3) Projects undertaken as a repair or maintenance to an existing public facility in accordance with Section 255.20 of the Florida Statutes.
- 4) Projects undertaken exclusively as part of a public education system;
- 5) If the funding source of the project will be diminished or lost because the time required to award competitively ~~award~~ the project after the funds become available exceeds the time within which the funding source must be spent.
- 6) 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~~ Contract.
- 7) 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.
- 8) 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.

- 9) The project is subject of Chapter 336 of the Florida Statutes, County Road System.

2.06.03 Sole Source, Piggybacking, Cooperative Purchases, and Standardization.

The District has the following policies related to certain enumerated exemptions:

1) 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~~**must** 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~~**will** 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.

- ~~1)2)~~ **Cooperative Procurement ("Piggy-backing")** – Pursuant to Section 189.053, ~~of the Florida Statutes the District may purchase services and/or goods other than Professional Services professional services governed by Section 287.055, of the 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. Section 189.053, Florida Statutes provides Special Districts may piggyback, other than services the acquisition of which is governed by Section 287.055, Florida Statutes. Section 287.055(3)(a)1, Florida Statutes applies when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in Section 287.017, Florida Statutes CATEGORY TWO. If under the thresholds, CCNA does not apply and piggybacking is permissible.~~ **Procurement Policy.**

- a) Piggybacking is permissible when another government agency's procurement documents allow for cooperative procurement or the agency and the vendor/contractor agrees to allow cooperative procurement in writing, and if such purchases are to the economic advantage or in the best interest of the District and are otherwise in compliance with Florida law and this Procurement Policy.
- b) The District may piggyback for those professional services including architectural, engineering, landscape architectural, surveying and mapping, except as otherwise prohibited by Section 287.055 of the Florida Statutes
- 2)3) 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 and National Joint Powers Alliance).
- 3)4) Online Marketplaces (e.g., Amazon.com, govdeals.com, ebay.com) – The District may purchase Category One or Two goods and/or services, other than Professional Services governed by Section 287.055, Florida Statutes those with a statutory specified process, from Online Marketplaces, if such purchase is deemed to be in the best interest of the District. Use of For Category Two purchases from an online marketplace is considered a de facto competitive selection. Online Marketplace documentation must be kept demonstrating the best option from the Online Marketplace purchase was purchased.
- 4)5) 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 shallis to be conducted by the using department, in conjunction with the Purchasing Agent. DocumentationPrincipal.] The Purchasing Principal will maintain documentation of the process shall be maintained by the Purchasing Agent, including details to support the standardization designation. The Board must approve the standardization designation and add the product to the list of approved standardized products included within "Construction Standards and Technical Specifications," which is maintained on the District's website. Thereafter, the Purchasing Principal may negotiate 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 AgentPrincipal to show compliance. Levels of purchasing authority shall be followed to procure standardized products. The Board must approve any changes to the list of standardized products.

Waiver of Procurement Procedures—The District Governing

2.07 WAIVER OF COMPETITIVE PROCUREMENT

The Board may authorize the waiver of procurement procedures upon the recommendation of the ~~District~~District's Executive Director ~~that~~when it is in the District's best interest to do so to obtain goods and services ~~which~~that cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors- and it is not otherwise prohibited by law. Purchases authorized by this waiver process ~~shall~~will be acquired after conducting a good faith review of available sources and negotiations as to price, ~~deliver~~delivery, and terms.

2.0608 CONTRACT RENEWALS AND CONTINUING CONTRACTS

- 1) Unless otherwise specified in the ~~contract, contracts~~Contract, Contracts for goods and services may be renewed for an additional term not to exceed the original ~~contract~~Contract period unless the original ~~contract~~Contract period is 24 months or less, in which case the ~~contract~~Contract may be renewed for up to three one-year periods. Renewal of the ~~contract~~Contract ~~shall~~will be by mutual agreement in writing and ~~shall~~will be subject to the same terms and conditions set forth in the initial ~~contract~~Contract. If the service or good is purchased ~~as a result~~because of the solicitation of bids or proposals, the cost of any contemplated renewal ~~shall~~must be included in the invitation to bid or the request for proposals. Renewals ~~shall be~~are contingent upon a satisfactory performance evaluation by the District— as determined by the Purchasing Principal, in his/her sole discretion. The Purchasing Principal may seek assistance in making the determination from the appropriate Department Head. Generally, "satisfactory performance" involves completion of all Contract terms and conditions in the time prescribed in the Contract for the amounts set forth in the Contract.
- 2) Nothing in this Procurement Policy shall be construed to prohibit a ~~continuing~~ Continuing Contract between a firm and the District consistent with the requirements of applicable law.

2.0709 EMERGENCY PURCHASES OF SERVICES OR GOODS

Notwithstanding any other provision of this ~~policy~~Procurement 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~~must 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~~/ or~~ contractual services in excess of the threshold amount for Category Three for services~~/ or~~ goods or for qualifying construction contracts. Statements ~~shall~~must be submitted to the Board for ratification within thirty (30) calendar days after the date of purchase order or ~~contract~~Contract and ~~shall~~such statements must include complete details surrounding the event(s)~~, which created the emergency.~~ A copy of the ~~purchase order or contract shall~~Contract must accompany the statement.

2.0810 CHANGE ORDERS

The Executive Director is authorized to approve Change Orders under the following circumstances:

- 1) Proposed Change Order cost plus original cost is ≤equal to or less than \$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~~Contract; or
- 4) Emergency Purchases as defined in Section 2.0609.

4)5) The Executive Director is authorized to approve individual Change Orders deemed by the Executive Director to be time-sensitive and in the best interest of the District. In such an event, the Executive Director will present the Change Order and supporting documentation to the Board at their next regularly scheduled public meeting.

~~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~~The Executive Director may authorize Change Orders to correct errors, omissions, or discrepancies in ~~contract documents~~Contract; 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, in accordance with the above circumstances.

2.09 RESTRICTIONS ON PURCHASES

~~The Public Entity Crimes Act, Section 287.133, Florida Statutes, serves to deny to persons convicted of a public entity crime the opportunity to bid on public entity contracts or to supply goods and services to public entities or to otherwise transact business with public entities. A “public entity crime” means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or contract for the construction or repair of a public building or public work, involving anititrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.~~

- ~~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.~~

~~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. The Executive Director is authorized to approve individual Change Orders deemed by the Executive Director to be time-sensitive and in the best interest of the District. In such an event, the Executive Director will present the Change Order and supporting documentation to the Board at their next regularly scheduled public meeting.~~

2.11 RESTRICTIONS ON PURCHASES

- 3)1) Any business entity controlled by or affiliated with any person or business entity ineligible for the award of a ~~contract~~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~~Contract.
- 2) By engaging in business with the District, each bidder/proposer/vendor/etc. confirms that their business entity has not been placed on the convicted vendor list or the discriminatory vendor list as described in Sections 287.133 and 287.134 of the Florida Statutes.
- a) A person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a bid, proposal or reply on a Contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a Contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017 of the Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- b) A person or affiliate who has been placed on the discriminatory vendor list, may not submit a bid, proposal or reply on a Contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with a public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the discriminatory vendor list.
- 3) By engaging in business with the District, each bidder/proposer/vendor/etc. confirms their business entity is not on the Scrutinized Companies that Boycott Israel List as described in Section 287.135 of the Florida Statutes or engaged in a boycott of Israel or, for goods or services over one million dollars, bidders/proposers/vendors/etc. confirm they are not on any of the scrutinized company lists identified in Section 287.135 of the Florida Statutes or engaged in any such activity identified in that section.
- a) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with an agency or local governmental entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel.
- b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with an agency or local governmental entity for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies

with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes or engaged in business operations in Cuba or Syria.

2.1012 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~~Contract or purchase order to revocation.

2.1113 CONDUCT

- 1) **Conflict of Interest** – Any award made by the District is subject to provisions of Chapter 112, ~~of the~~ Florida Statutes. All bidders or prospective vendors must disclose within their bid, the name of any officer, director, or agent who is also an employee of District. Further, all bidders or prospective vendors 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 section 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 StatuteSection 112.3143 of the Florida Statutes, of a ~~Governing~~ Board Member ~~shall~~will require ~~Governing~~ Board approval, and must comply with Chapter 112, ~~of the~~ Florida Statutes. Pursuant to Florida StatuteSection 112.3143 of the Florida Statutes, no ~~District Governing~~ Board Member ~~shall~~may vote on, ~~nor or~~ 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.

- 02) **Lobbying** – After the issuance of any ~~bid~~ITB/RFP, or during renegotiation of any existing ~~contract~~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~~ITB/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~~Contract or when the ~~bid~~ITB/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~~Contract;
- c) Debarment or suspension as provided in Section ~~74~~.0.

~~03)~~ **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.

4) Public Records – All vendors or bidders must comply with the requirements of Chapter 119, of the Florida Statutes, (The Public Records Act) and in accordance with Section 5.0.

2.1214 RESPONSIBILITIES OF DISTRICT AND VENDOR/CONTRACTOR

- 1) **District** – Prior to the execution of any ~~contract~~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~~Quote, Bid or ~~quote~~Request for Proposal.
 - 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 Quote, Bid or 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.

2.1315 LEGAL REVIEW OF ALL CONTRACTS

The District's legal counsel shall review and approve the form of all Category Three Contracts (e.g. contracts ~~in excess of~~greater than \$50,000-01) prior to executing the same.

2.13

3.0 CONTRACT ADMINISTRATION

3.00.01 Contract Administration Authority

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~~Contract with a

vendor. The goal of ~~contract~~Contract administration is to ensure the vendor performs according to the terms of the ~~contract~~Contract and that both the ~~Vendor~~vendor and the District properly discharge their responsibilities. Contracts are to be signed by the ~~board~~Board Chairman, Executive Director, Purchasing Principal 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~~up to or equal to \$50,000
- 3) Board Chairman – Contracts more than \$50,000~~or more~~
- 4) Board Chairman – all ~~contracts~~Contracts involving the purchase or sale of real estate

~~Lead responsibility for Appropriate department personnel will be responsible for~~ contract administration ~~falls on Department personnel~~ with advice and support from the Purchasing ~~Agent;~~ referredPrincipal. The Purchasing Principal in collaboration with the Department Director will designate an appropriate department personnel to act as the Contract Administrator.

3.00.02 Contract Administration Duties

The Contract Administrator is responsible for the following:

- 1) Review ~~contract~~Contract performance.
- 2) Ensures terms of the ~~purchase order or contract~~Contract are enforced.
- 3) Approve pay applications and/or invoices.
- 4) Announcing new ~~contracts~~Contract to all applicable users of the ~~contract~~Contract.
- 5) Managing ~~contracts~~Contract, including renewing multi-year agreements as appropriate.
- 6) Documenting all actions taken regarding ~~contracts~~the Contract and maintain such documentation as part of official ~~contract files~~Contract file.
- 7) Closing out ~~contracts~~the Contract.

3.001 TERMINATION OF CONTRACT; RESCISSION OF AWARD

Termination of any ~~contract~~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~~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~~Contract occurs, ~~or and~~ rescission of award or termination of the ~~contract~~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~~Procurement Policy in accordance with Section 4.0 below.

4.0 SUSPENSION OR DEBARMENT

- 1) Suspension – After consultation with legal counsel, the Purchasing ~~Agent~~Principal 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~~that is grounds for suspension or debarment. The suspension period ~~shall~~will 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~~will be for a period of not more than five years from the date of the ~~purchasing official's~~Purchasing Principal'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) 3) 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~~Contract provided such order was issued timely and in conformance with the offer received-;
 - f) Violation of ~~contract~~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~~Contract;

h) A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more ~~contracts~~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~~Contract specifications, engineering standards, design or material requirements or safety regulations;

j) For violation of the Conduct provision set forth in the Procurement Policy;

k) For violation of the Restrictions on Purchases provision set forth in the Procurement Policy;

l) For violation of the Public Records provision set forth in the 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;

n) 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)4) 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, and 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~~will 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~~must 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:

i. The name and address of the person ~~of~~the firm filing the appeal;

- ii. A statement of how and when the notice of District decision or intended decision was received;
- iii. A statement of all issues of disputed material fact, and if there are none, a statement so indicating;
- iv. A concise statement of the ultimate facts alleged;
- v. A statement of the applicable law, rule, statute, or other authority upon which the appeal is based and which entitle the appellant to relief;
- vi. A specific demand for relief; and
- vii. 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~~ is 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~~ must 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~~ Contract and debarment. The following provisions must be incorporated into all Contracts:

The vendor providing goods or services to the District agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records under Florida law may include, but are not limited to: records related to the entry, management and implementation of the Contract; emails/correspondence between the District and the vendor related to the Contract; emails or correspondence from all other entities related to the Contract (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The vendor agrees, to the extent required by law, to:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;

- 2) Provide the public with access to the public records under the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided for by law;
- 3) Ensure that the public records are exempt or confidential, and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and
- 4) Meet all requirements for public records and transfer, at no cost, to the District, all public records in possession of the vendor/contractor, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the vendor agrees that all records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. The vendor shall promptly provide the District with a copy of any request to inspect or copy public records that the vendor receives and a copy of the vendor's response to each request. The vendor understands and agrees that failure to provide access to the public records is a material breach of the Contract and grounds for termination.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 OF THE FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Kara.Peterson@lrecd.org or 561-747-5700 ext. 124

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~~ Procurement Policy may be deemed as a default or breach of ~~contract~~ Contract and provide cause for termination of the ~~contract~~.

Contract.

7.0 PURCHASING AUTHORIZATION LEVELS

The purchase process is controlled by two components: (1) established policy dollar amounts (see Section 2.0) and (2) procurement method and approval authority. Dollar limit categories apply to the total amount to be purchased 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 Principal, 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 may not be divided to constitute multiple, smaller purchases to circumvent dollar limitations and requirements of this manual.

7.00.01 Specific Approval Authority Levels Procurement Method and Approval Authority

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 Procurement Policy acceptable procurement method and required approval authorization for purchasing within dollar amounts defined in Section 2.0.

<u>Purchase Amount</u>	<u>Procurement Method</u>	<u>Required Approval Authorization</u>
<u>Less than \$500</u>	<u>Petty Cash, Check Request, P-Card, or Purchase Order</u>	<u>Department Director</u>
<u>\$500-\$1,000</u>	<u>Purchase Order, P-Card*</u>	<u>Department Director, Purchasing Principal</u>
<u>\$1,000.01-\$5,000</u>	<u>Purchase Order, P-Card*</u>	<u>Department Director, Purchasing Principal, Executive Director</u>
<u>\$5,000.01-\$50,000</u>	<u>Purchase Order, P-Card*</u>	<u>Department Director, Purchasing Principal, Executive Director</u>
<u>Greater than \$50,000</u>	<u>Purchase Order, Competitive Solicitation</u>	<u>Department Director, Purchasing Principal, Executive Director**, Governing Board</u>

*The P-Card may be used to pay for purchases above \$500, when it is in the best interest of the District as determined by the Purchasing Principal.

Note: All Capital Purchases must be approved by the District Deputy Executive Director or his or her designee.

** Pursuant to Section 2.10, certain change orders which bring the Contract amount in excess of \$50,000 may be approved by the Executive Director.

7.00.02 Departments Responsible for Specific Purchases

The following purchases are also coordinated through the appropriate Department:

<u>Purchase</u>	<u>Responsible Department</u>
<u>Fleet</u>	<u>Engineering</u>
<u>Technology</u>	<u>Information Services</u>
<u>Telecom Service</u>	<u>Information Services</u>
<u>Warehouse Stock</u>	<u>Finance Administration</u>

The following Category Three items, if they have been approved in the annual budget, do not require additional Board approval for the payments made within the budgeted amount: Utilities, postage, employee tax withholding, pension benefits, items covered by approved insurance policies, debt service payments, investments purchased in accordance with the District's Investment Policy, legal services in accordance with an approved Contract, and fees payable to other governmental agencies as may be required by law, and legal advertisements. Regardless of the amount of the bid bond, bid bonds may be refunded without seeking Board approval so long as the Deputy Executive Director's approves the refund.

7.01 PURCHASING MECHANISMS

Below is a series of mechanisms for paying for a purchase. These are methods of payment and not methods of procurement.

1) Petty Cash

Petty Cash can be used by all departments for facilitating the transaction of District business, but will not 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:

- a) The purchase of items that are not ordinarily on hand in the District's inventory.
- b) Small purchases made from vendors where issuance of a special check or processing through the purchasing cycle is not cost effective.
- c) Meals for local seminars, conferences, and other business meetings.

d) Toll receipts and mileage reimbursement.

e) 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 the signature of both the employee receiving and disbursing the Petty Cash.

2) Purchasing Card

Purchases using Purchasing Cards (“P-Cards”) must be made in accordance with this Procurement Policy and the Purchasing Card Policies and Procedures Manual. P-Cards are a payment mechanism not a procurement mechanism. 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 may use P-Cards. The District currently has P-Cards in the form of Home Depot, Staples, Exxon, and Chevron 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 P-Card may be used to pay for larger purchases, when it is in the best interest of the District. In these circumstances, other procurement procedures apply.

The use of a P-Card must not circumvent this Procurement Policy. Personal use of any District credit card, P-Card, or Petty Cash is strictly prohibited.

3) 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 define correctly the material or service requested. The Purchase Requisition is not an order, but merely the request for the Purchasing Department to procure the item(s) or service(s) in accordance with established District purchasing policies and procedures.

A Purchase Requisition will originate from the user and proceed to the Purchasing Department after receiving appropriate approvals. Depending on the items being requested for purchase, 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 the requirement that the affected officers must authorize the purchase requisition does not apply; only the Department Director who retains overall responsibility is required to approve the Purchase Requisition.

The Department Director is be responsible for designating the proper account number and insuring that sufficient funds and budget authority for are available. The Director of Finance and Administration must approve all requests for over-rides of a department budget.

A Department Director may, at his or her discretion, designate certain other employees to approve Purchase Requisitions. Persons so authorized should complete a Signature Authorization Sheet with the Finance and Administration Department. The Department Director must update these sheets whenever personnel changes occur.

The requesting department should anticipate their requirements and submit a Purchase Requisition allowing ample time for Purchasing to complete action to secure the items needed at the time required. Rush or emergency orders will 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 the established Procurement Policy. The Purchasing Principal, if deemed necessary, may correct a Purchase Requisition. If information is incomplete, the Purchase Requisition will be sent back to the requestor for more information. Once a Purchase Requisition is complete, it will be converted into a Purchase Order.

Other items to remember when submitting a Purchase Requisition:

- a) Freight costs must 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. During discussions with vendors, the cost of any required freight must be obtained so that it can 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 Principal.
- 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 tax identification number, name, address, city, state, zip code, phone number, fax number, and e-mail address, as well as a contact name of the “New Vendor” must be included.

4) 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 Procurement Policy have been met. A Purchase Order is prepared from an approved Purchase Requisition or Board authorized expenditure and must be written so that it is concise and clear. This will prevent any unnecessary misunderstandings and correspondence with vendors. Each Purchase Order must contain standard terminology defining requirements for the vendor to follow and contain the approved Purchase Order Terms and Conditions.

a) 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 of 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 Principal 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 Principal. Open Purchase Order requests should contain the following information:

- i. Description of the items to be purchased.
- ii. Period of time the Open Purchase Order will remain valid.
- iii. A list of persons/departments authorized to make purchases against the Open Purchase Order.
- iv. Maximum amount, which cannot be exceeded, of the Open Purchase Order.
- v. Reference of state bid, GSA schedule, or competitively bid contract number as well as the governmental entity that generated the Contract, when applicable.

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.

b) 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 Principal 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 7.00.01 if the original Purchase Order was awarded by Board action. Also, see Section

7.00.01 if the proposed changes to a Purchase Order will cause the total value to exceed \$50,000.00.

5) Check Requests/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, will be attached and submitted to the Director of Finance and Administration or his/her designee. The issuance of a Check Request Form subsequent to an approved or awarded Contract does not require additional approval from the Board; however, the terms must be in accordance with the terms of the pre-approved or pre-awarded Contract.

A list of approved Direct Purchases is below:

- a) Utilities (electric, water, gas, telecommunications, etc.)
- b) Legal Services, including Court Reporters
- c) General Liability, Property, Workers' Compensation and Flood Insurance Premiums
- d) Life, Health, Dental, and Vision Insurance
- e) Employee Benefits and Contracts with Third Parties for Payroll Deduction
- f) Goods, Services, or Donations provided with Non-District Funds (Developer Deposits, Repayment of Maintenance Bonds, Scholarships, Pass-through Donation, etc.)
- g) Customer Refunds
- h) Debt Service Payments
- i) Pension Payments
- j) Unemployment Compensation
- k) Tax Withholding Payments
- l) Employee Garnishments
- m) Sales Tax Payments
- n) Land Purchases
- o) Memberships, Subscriptions, and Publications
- p) Professional Dues and Licenses
- q) Seminar and Travel Expenses
- r) Per Diem and Mileage Reimbursement
- s) Employee Tuition Reimbursement
- t) Petty Cash Reimbursement
- u) Workers Compensation Claims
- v) Investments

- w) Postage
- x) Recording Fees
- y) Automobile License Plates
- z) Advertisements
- aa) Licenses and Permits
- bb) Credit Card Merchant Service Fees and Bank Fees
- cc) Credit Card Remittances
- dd) Other items as approved by the Director of Finance and Administration

7.02 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 District. District employees are expressly prohibited from purchasing goods or supplies for personal use using the District's tax exemption certificate or number.

8.0 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. (2018)

~~Fair and equitable process. Similar to §287.001, Fla. Stat. (2012)~~

Section 1.02

“Best” Similar to §287.012 (4), Fla. Stat. (~~2012~~2018)

“Competitive Selection” Similar to §287.012 (6), Fla. Stat. (~~2012~~2018)

“Design-Build Firm” §287.055(2)(h), Fla. Stat. (2018)

“Design-Build Contract” §287.055(2)(i), Fla. Stat. (2018)

“Design Criteria Package” §287.055(2)(j), Fla. Stat. (2018)

“Design Criteria Professional” §287.055(2)(k), Fla. Stat. (2018)

“Electronic posting or electronic post” Similar to §287.012 (10), Fla. Stat. (~~2012~~2018)

“Invitation to Bid” Similar to §287.012 (~~1516~~), Fla. Stat. (~~2012~~2018)

“Invitation to Negotiate” Similar to §287.012 (~~1617~~), Fla. Stat. (~~2012~~2018)

“Request for Information” Similar to §287.012 (~~2122~~), Fla. Stat. (~~2012~~2018)

“Request for Proposal” §287.012 (~~2223~~), Fla. Stat. (~~2012~~2018)

“Request for Quote” Similar to §287.012 (~~2324~~), Fla. Stat. (~~2012~~2018)

“Responsible vendor or bidder” Similar to §287.012 (~~2425~~), Fla. Stat. (~~2012~~2018)

“Responsive bid” Similar to §287.012 (~~2526~~), Fla. Stat. (~~2012~~2018)

“Responsive vendor or bidder” Similar to §287.012 (~~2627~~), Fla. Stat. (~~2012~~2018)

“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~~2018)

Public Construction/Works §255.20, Fla. Stat. (~~2012~~2018)

Consultants’ Competitive Negotiation Act §287.055, Fla. Stat. (~~2012~~2018)

Local Government Investment Policies §218.415, Fla. Stat. (2018)

Section 2.0203

Performance and Payment Bond - §255.05, Fla. Stat. ~~(2012)~~(2018); §287.0935, Fla. Stat. (2018);

Public Records Exemption - §119.07071 (1)(b)(2), Fla. Stat. (20122018), 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~~until 30 days after ~~bid or proposal~~ opening, ~~whichever is earlier.~~ the bids, proposals or final replies. The ~~1030~~-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., ~~because~~ Bidder ~~relies~~relied 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~~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~~may reject all bids).

Incomplete packages or minor abnormalities - Whether material or immaterial turns on whether providing the bidder the waiver would give that Bidder a 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. (2018) Stat. ~~(2012)~~

Tax Saving Program – Chapter 212, Fla. Stat. ~~(2012)~~(2018); §212.08 (6), Fla. Stat. (2018)
~~Protest~~ Similar to: Protest §120.057(3), Fla. Stat. ~~(2012)~~

~~Section~~(2018); §287.042(2.03)(c), Fla. Stat. (2018);

Section 2.04

Factors to consider - §287.055, Fla. Stat. (20122018)

Similar to: §287.057(1)(c), Fla. Stat. (2018)

Section 2.05§287.055(9), Fla. Stat. (2018)Section 2.06Similar to: §287.057(3)(e), Fla. Stat. (2018);Section 2.04Public Construction exemptions - §255.20, Fla. Stat. (~~2012~~2018)Similar to Sole Source - §255.04, Fla. Stat. (~~2012~~2018)Piggy- backing §189.~~422~~4053, Fla. Stat. (~~2012~~2018).Section 2.08Section 2.05Continuing Contract §287.055(2)(g), Fla. Stat. (~~2012~~2018)Section 2.~~08~~11Public Entity Crime –§287.133, Fla. Stat. (~~2012~~2018)Discriminatory Vendor §287.134, Fla. Stat. (2018)Scrutinized Companies §287.135, Fla. Stat. (2018)Section 2.~~09~~13Ethics —§112.313, Fla. Stat. (~~2012~~2018)

Section 5.0

Public Records – Chapter 119, Fla. Stat. (~~2012~~;2018);Similar to §287.058(1)(c), Fla. Stat. (~~2012~~(2018), §119.0701, Fla. Stat. (2018)

Item 6D – Lift Station #82 Engineering

This item is not ready for Board consideration.

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

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



MEMORANDUM

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

FROM: CLINTON R. YERKES
Deputy Executive Director

DATE: NOVEMBER 7, 2018

SUBJECT: ALT. A1A FORCE MAIN EXTENSION – Award of Construction Contract

As you may recall, approximately two years ago the District evaluated various alternatives for replacement/rehabilitation of the 24" force main under the Loxahatchee River at the FEC Railroad bridge. The existing line is iron in a corrosive environment and approximately 50 years old.

It was determined that the best alternative would be to mount a smaller parallel force main on the Alt. A1A bridge, coincidentally, in conjunction with a Town of Jupiter project to replace an existing water main, and tie in the sewer main connections later.

The force main on the bridge has been completed and at this time we are submitting this project for Board consideration, to complete the connection. After extensive discussions with FDOT and the FEC Railroad we have obtained permits and are prepared to start the final segments of this line making connection on the north and south ends of the bridge. (See attached aerial)

The attached memo from Mathews Consulting is provided with a summary of the bids and the engineers recommendation for award.

The following motion is suggested for your consideration:

"THAT THE DISTRICT GOVERNING BOARD authorize award of contract for the Alternate A1A 16" Force Main Extension contract to Johnson-Davis, Inc., in the base bid amount of \$1,384,000.00,

And

THAT THE DISTRICT GOVERNING BOARD also approve a contingency allocation of \$25,000.00."

Should you have any questions concerning this project, please contact me or Kris Dean.

V://cip/proj/Alt A1A FM Ext-Mathews/Bid/Board Memo

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



November 7, 2018

Mr. Clint Yerkes
Deputy Executive Director
Loxahatchee River Environmental Control District
2500 Jupiter Park Drive
Jupiter, FL 33458

**Subject: Loxahatchee River Environmental Control District
Alternate A1A 16-Inch Force Main Extension
Recommendation of Award**

Dear Mr. Yerkes:

On Thursday, November 1, 2018 at 3:00 P.M., bids were received by the Loxahatchee River District for the Alternate A1A 16-Inch Force Main Extension project. Four (4) bids were received as follows:

<u>Name of Bidder</u>	<u>Total Base Bid Price</u>
1. Johnson-Davis, Inc.	\$1,384,000.00
2. Rohl Global Networks LP	\$1,480,000.90
3. Felix Associates of Florida, Inc.	\$1,549,197.00
4. Gianetti Contracting Corporation	\$1,853,917.00

We have reviewed the bid proposals submitted by each of the Contractors and have not found any mathematical errors with any of the bids submitted. The bid proposal for Johnson-Davis, Inc. contained one minor data entry error. The extended total for Bid Item No. 33 was entered as \$2,500.00 versus the correct total of \$10,000.00. This minor data entry error did not change the Total Base Bid Price submitted by Johnson-Davis, Inc. The Bid Tabulation Sheet is attached.

The following summarizes our findings for the low bidder:

Johnson-Davis, Inc..

- Acknowledged Addendum No. 1.
- Provided Bid Bond (10%).
- Schedule of Bid Prices was filled out correctly.
- Company Financial information was provided and is acceptable.
- Provided Questionnaire.
- Company Headquarters is based in Lantana, Florida.

Mathews Consulting, a Baxter & Woodman Company, has contacted references for Johnson-Davis, Inc. and has received satisfactory feedback. It appears that Johnson-Davis, Inc. should be able to complete a project of this size based on past working experience in South Florida. They also have the required equipment and manpower available to complete the project. Mathews Consulting therefore recommends award of the Construction Contract to Johnson-Davis, Inc. in the amount of



\$1,384,000.00, based on the Company being the lowest responsive bidder and providing the best value to the District.

If you have any questions regarding the information presented, please contact us at 561-655-6175.

Sincerely,

**MATHEWS CONSULTING,
A BAXTER & WOODMAN COMPANY**

A handwritten signature in blue ink, appearing to read "J. Pugsley".

Jason A. Pugsley, P.E.
Vice President / Florida Operations Manager

Enclosures

cc: Kris Dean, LRD (w/o enclosure)
MC File No. 161862.00

Alt. A1A FM Extn.

Legend

Limits
of
Construction

Yacht Club Estates

Old Town Hall

North Center Street

Jupiter Cove Condos

Coppola Villas

Riverside

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



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

MEMORANDUM

TO: D. Albrey Arrington, Ph.D.

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

DATE: November 8, 2018

SUBJECT: Vacuum Truck Purchase

In the performance of their duties field staff must access all of our lift stations for wetwell cleaning at one time or another. These stations are predominantly located in areas easily accessibly by our larger vacuum trucks, Units 80 and 15; however, we do have numerous stations throughout our system with limited access due to landscaping, trees, narrow streets, alleyways, gates, etc. For use in these areas we are proposing the use of a smaller vacuum truck unit with a shorter wheelbase, tighter turning radius and reduced debris storage.

The District will “piggy-back” on the existing Florida Sherriff Association, and the Florida Association of Counties (FSA&AC) contract with Southern Sewer Equipment Sales for Sewer Cleaning/Vacuum Machine Specification # 53 and Palm Peterbilt Truck Centers for a 60,000 LB GVWR Cab and Chassis 4x6 Tandem Axle Refuse Truck Specification # 16. Below is a summary of the components to be purchased.

(1) Vac-Con Sewer Combination Cleaner Model V311HN/1000	\$275,650.60 each
(1) 2019 Peterbilt Model 520 – Cab and Chassis Only	\$124,138.00 each

The following motion is suggested:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a contract to “piggy-back” the Florida Association of Counties (FSA&AC) contract with Southern Sewer Equipment Sales, Inc. for Sewer Cleaning/Vacuum Machine Specification # 53 based on their proposal dated November 6, 2018 in the amount of \$275,650.60.”

and

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a contract to “piggy-back” the Florida Association of Counties (FSA&AC) contract with Palm Peterbilt Truck Centers for a 60,000 GVWR Cab and Chassis 4x6 Tandem Axle Refuse Truck Specification # 16 base on their proposal dated October 24, 2018 in the amount of \$124,138.00.”

Should you have any questions please contact Clint Yerkes or myself.

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



Southern Sewer Equipment Sales

800-782-4134 • 772-595-6940 • FAX 772-595-9171

www.southernsewer.com "A Certified MBE Woman Owned Business"

Mr. Joseph Jesteadt
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458
Via email: Joe.Jesteadt@lrecd.org

November 6, 2018

Dear Mr. Jesteadt,

*****Please note: The Florida Sheriffs Contract has separate specifications for the Sewer Cleaner Body and Chassis. This proposal does not include the cost for the chassis.***

Southern Sewer Equipment Sales is pleased to announce the opportunity for the Loxahatchee River District to purchase a new Vac-Con Sewer Combination Cleaner Body from the Florida Sheriff's Contract No. FSA18-VEH16.0, Specification #53.

The base Vac-Con model on Specification #53 includes the following items:

New Vac-Con Sewer Combination Cleaner Model V311HN/1000
11 Yard, 3/16" Corten Steel Debris Tank
Full Opening Rear Door
Hydraulic Rear Door Locks, with Door Grabber and Safety Latch
5" Butterfly Valve with 10' Layflat Hose
Minimum 50 Degree Tank Dumping, Power Up/Power Down
Hydraulic Scissors Lift
3 Stage Centrifugal Compressor
Automatic Vacuum Breaker and Overfill Protection
8" Vacuum Intake Hose
Boom Travel Tie Down
80 GPM @ 2500 PSI Water System
1000 Gallon Fresh Water Capacity, Polyethylene Tanks
Front Mounted Fixed Boom, 4 Way Hydraulic with 270 Degree Rotation & Joystick Controls
Front Mounted Fixed Hose Reel, 800' x 1" Capacity
400' of High Pressure Sewer Hose
30" Leader Hose
Hose Guide (Tiger Tail)
Wash Down Hand Gun, 20 GPM at 600 PSI with 25' of Hose and Nozzle
20' Aluminum Tubes with Quick Clamps
Sanitary Nozzle, Penetrator Nozzle
Fire Extinguisher
Triangle Kit
ICC LED lighting
PPG Polyurethane Paint
12 Month Standard Warranty

Fort Pierce Office:
3409 Industrial 27th Street
Fort Pierce, FL 34946

Orlando Office:
10575 General Drive
Orlando, FL 32824

Miami Office:
8200 N.W. 58th Street
Doral, FL 33166

Base Bid Price: \$181,891.00

Optional Equipment:

50 GPM @ 3,000 PSI Water System with 400' x 3/4" Hose	No Charge
Wireless Remote	\$5,391.00
824 Positive Displacement Blower	\$24,388.00
Upgrade to 10' Telescoping Boom Assembly with Pendant Control Station	\$14,308.00
Back Up Camera System with Color Monitor	\$1,825.00
Flat Style Rear Door with Hydraulic Rear Door Opener, in lieu of Dome Style Rear Door, includes Swing Style Wear Plate	\$5,669.00
Cone Storage Rack	\$437.00
5 Yard Debris Tank, 660 Gallon Water Capacity , Storage Box Behind Cab; Remove Hose Reel	(\$6,984.00)
Upgrade to 827 Positive Displacement Blower (<i>unpublished option, includes 2% discount</i>)	\$3,390.80
Rear Splash Shield ,Tank Mounted 2-10 o'clock position (<i>unpublished option, includes 2% discount</i>)	\$2,592.10
6" Knife Valve with Center Post and Handle (<i>unpublished option, includes 2% discount</i>)	\$720.30
12V DC Auxiliary Hydraulic Pump (<i>unpublished option, includes 2% discount</i>)	\$2,811.62
DOT Arrowboard (<i>unpublished option, includes 2% discount</i>)	\$6,411.16
LED 4 Corner Strobe System: 2 Front Bumper, 2 Rear Bumper (<i>unpublished option, includes 2% discount</i>)	\$1,874.74
Mid-Body LED Strobes, Frame Mounted (<i>unpublished option, includes 2% discount</i>)	\$952.56
Boom Mounted LED Flood Lights with Limb Guards (<i>unpublished option, includes 2% discount</i>)	\$721.28
Rear Mounted LED Flood Lights with Limb Guards (<i>unpublished option, includes 2% discount</i>)	\$721.28
LED Mid-Body Flood Lights with Limb Guards (<i>unpublished option, includes 2% discount</i>)	\$721.28
Debris Body "Power Flush" System, 8 Jets (<i>unpublished option, includes 2% discount</i>)	\$1,905.12
Expanded Metal Basket with Lid – 5 Gallon Size (<i>unpublished option, includes 2% discount</i>)	\$901.60
Side Mounted Lateral Kit, Hydraulically Controlled: 300' x 1/2 " Hose (<i>unpublished option, includes 2% discount</i>)	7,216.72
Side Mounted Lateral Kit: 100' x 3/4" Hose (<i>unpublished option, includes 2% discount</i>)	\$4,782.40
2) Folding Pipe Racks, Tank Mounted (<i>unpublished option, includes 2% discount</i>)	\$5,701.64
4) 6' x 8" Aluminum Pipe Extensions with Quick Clamps (<i>unpublished option, includes 2% discount</i>)	\$1,422.96
2) Side Mounted Aluminum Storage Boxes (<i>unpublished option, includes 2% discount</i>)	\$5,878.04

Final Model After Options: VPD4250LHN/660

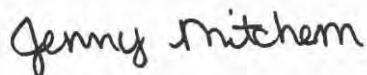
TOTAL PRICE FOR VAC-CON BODY: \$275,650.60

The body price includes mounting the Vac-Con body to the chassis. Please review the Florida Sheriffs Contract for chassis options. The chassis supplier should drop ship the chassis to Vac-Con in Green Cove Springs, FL. The specifications should be approved by Vac-Con before ordering the

chassis.

We appreciate the opportunity to provide this equipment to the Loxahatchee River District. Please feel free to contact Joey Westberry at (772) 834-8201, if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Jenny Mitchem". The signature is written in a cursive, flowing style.

Jenny Mitchem
Executive Sales Coordinator
jm/vp



Loxahatchee River District
2500 Jupiter Park Dr.
Jupiter, Florida 33458

Oct. 24, 2018

Att. Joseph Jesteadt

One (1) Peterbilt Model 520, Per Florida Sheriffs Association

Bid No: FSA 18-VEH 16.0 Specification # 16

Ref. Quote No. Q21527444

(1) 2019 Peterbilt Model 520 - Cab & Chassis only

Painted Dupont White

\$135,685.

Options Added:

- | | |
|------------------------------|---------|
| 1. Front 425 80R22.5 | 987. |
| 2. PX 9 350 HP PACCAR Engine | -6,833. |
| 3. 23,000 lb. S23-170 Rear | -5,701. |

Sub Total 124,138.

Total Price Per Unit \$ 124,138.

Options:

C-Brake by Jacobs PX-9 ADD \$2,738.

Thank you for the opportunity to quote the Peterbilt product and we are looking forward to your most valued order.

Prepared By:
Rudy Mangino Jr.



Corporate Office
2441 S. State Road 7 (441)
Fort Lauderdale, FL 33317
(954) 584-3200

Fort Pierce
5750 Orange Ave.
Fort Pierce, FL 34947
(772) 489-2300



Fort Myers
5313 St. Rd. 82 / MLK Blvd.
Fort Myers, FL 33905
(239) 337-0188

www.palmtruck.com



West Palm Beach
7206 Belvedere Road
West Palm Beach, FL 33411
(561) 253-0129

Clewiston
111 S. San Benito St.
Clewiston, FL 33440
(863) 301-3700



Palm Peterbilt Truck Centers P274

SPEC #16 FSA 2018-2019

, United States

Phone:

Fax:

Email:

Phone:

Fax:

Contact Email:

Prepared for:

Vehicle Summary

Unit		Chassis	
Model:	Model 520	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs)	23000
Description:	VACON	G.C.W. (lbs):	43000
Application		Road Conditions:	
Intended Serv.:	Tanker, Liquid Bulk	Class A (Highway)	100
Commodity:	Other Commodity	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body			
Type:	Tank	Maximum Grade:	6
Length (ft):	24	Wheelbase (in):	190
Height (ft):	13.5	Overhang (in):	120
Max Laden Weight (lbs):	1000	Fr Axle to BOC (in):	0.1
Trailer			
No. of Trailer Axles:	0	Cab to Axle (in):	189.9
Type:		Cab to EOF (in):	309.9
Length (ft):	0	Overall Comb. Length (in):	368
Height (ft):	0.0	Special Req.	
Kingpin Inset (in):	0	United States Registry	
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

PACCAR FINANCIAL	Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com .
	PACCAR Financial offers innovative finance, lease and insurance programs customized to meet your needs.

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Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

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Complete

Model Number:

Model 520

Effective Date:

Jan 1, 2019

Quote/DTPO/CO:

Q21527444

Prepared by:

ID: rudymangino

Version Number:

38.02



Palm Peterbilt Truck Centers P274

SPEC #16 FSA 2018-2019

, United States

Phone:

Fax:

Email:

Phone:

Fax:

Contact Email:

Prepared for:

	Description	Weight
Base Model		
	Model 520 Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	16,475
	Other Commodity	0
	Tanker, Liquid Bulk General freight (linehaul) service using a liquid bulk tanker body or tanker trailer.	0
	Tank	0
	United States Registry	0
Configuration		
	Not Applicable Secondary Manufacturer	0
Frame & Equipment		
	10-3/4in Steel Rails 343-450in 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	298
	Full Steel Inner Liner	743
	FEPTO Provision 9in Bumper Extension Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	42
	EOF Square with Steel Xmbr	64
	Omit Rear Mudflaps and Hangers	0

Front Axle & Equipment

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Complete

Model Number: Model 520
Quote/DTPO/CO: Q21527444
Version Number: 38.02



Description	Weight
Dana Spicer D2000F 20,000 lb, 3.5 in. Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	0
Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	0
Power Steering Sheppard SD110 Dual For use with 22,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0
PHP10 Iron PreSet PLUS Hubs	84
Dana Spicer 5in Drop IPO 3.5in, Front Axle 5" drop (127MM) provides lower chassis suspension and profile.	0
Dana Spicer Wide Track IPO Std, Front Axle 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles. For improved turning radius.	15
Bendix Air Cam Front Drum Brakes 16.5x6 Includes automatic slack adjusters & outboard mounted brake drums.	0
Heavy Duty Cam Bushings, Steer Axle	0

Rear Axle & Equipment

Dana Spicer S23-190 23,000 lb Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	-2,384
PHP10 Iron PreSet PLUS Hubs	0
Long Stroke Parking Brakes, Drive Axle(s)	0
Refuse Service Brakes, Steer And Drive Axles	0
Rear Brake Camshaft Reinforcement	9
Heavy Wall, Drive Axle(s)	88
Gusseted Cam Brackets, Drive Axle(s)	2
SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0

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Model Number: Model 520
Quote/DTPO/CO: Q21527444
Version Number: 38.02



Description	Weight
Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0
Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
Bendix Air Cam Rear Drum Brakes 16.5x8.6 Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	0
Ratio 5.57 Rear Axle	0
Peterbilt Air Trac 23,000 lb Light Weight	-615
Dash Mtd Dump Switch With Indicator Light For suspension	2

Engine & Equipment

PACCAR PX-9 350@2000 GOV@2200 1150@1400	0
Productivity (2017 Emissions) Includes alum flywheel housing, cruise control, and J1939 provisions (provides an interface point for the Electronic Service Analysis-ESA and other PACCAR approved diagnostic tools). Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.	
N21320 N205 68...Standard Maximum Speed Limit [LSL]	
N21330 N207 0....Expiration Distance	
N21350 P001 64...Maximum Accelerator Pedal Vehicle Speed	
N21370 P059 64...Maximum Cruise Speed	
N21400 N203 252...Reserve Speed Function Reset Distance	
N21410 N202 0....Maximum Cycle Distance	
N21420 N206 10...Maximum Active Distance	
N21430 N201 0....Reserve Speed Limit Offset	
N21440 P015 YES...Engine Protection Shutdown	
N21450 P026 NO...Gear Down Protection	
N21460 P046 1400.Max PTO Speed	
N21470 P062 NO...Cruise Control Auto Resume	
N21480 P068 NO...Auto Engine Brake in Cruise	
N21500 N209 0....Expiration Distance	
N21510 P520 YES...Enable Idle Shutdown Park Brake Set	
N21520 P030 5....Timer Setting	
N21530 P233 YES...Enable Impending Shutdown Warning	
N21540 P234 60...Timer For Impending Shutdown Warning	
N21550 P516 35...Engine Load Threshold	
N21570 P031 NO...Idle Shutdown Manual Override	
N21590 P230 YES...Enable Hot Ambient Automatic Override	
N21610 P172 40...Low Ambient Temperature Threshold	
N21620 P173 60...Intermediate Ambient Temperature Threshold	
N21630 P171 80...High Ambient Temperature Threshold	

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Printed:	10/24/2018 1:27:49 AM	Complete	Model Number:	Model 520
Effective Date:	Jan 1, 2019		Quote/DTPO/CO:	Q21527444
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Description	Weight
Engine Idle Shutdown Timer Enabled	0
Enable EIST Ambient Temp Override	0
Eff EIST NA Expiration Miles	0
Effective VSL Setting NA	0
Remote PTO And Throttle Provision	0
CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
PACCAR 160 Amp Alternator, Brushed	0
PACCAR 12V Starter N/A PACCAR MX Engines	0
3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
Kissling Battery Disconnect Switch 300 AMP; Mounted on battery box	3
2-Speed Fan Clutch For Frequent Start/Stops	0
18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
PACCAR Fuel/Water Separator Standard Service Interval	0
No Fluid Heat Option for Fuel Filter	0
No Electric Heat Option for Fuel Filter	0
Engine Protection Shutdown Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	0
High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 320: 1242 sq in.	0
Stainless Steel Grille	0
Heavy Duty Air Cleaner Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0

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Complete

Model Number: Model 520
Quote/DTPO/CO: Q21527444
Version Number: 38.02



Description	Weight
Exhaust Vertical LH DPF/SCR LH Back of Cab Vertical (2017).	0
Curved Tip Standpipe(s)	1
24in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)	0

Transmission & Equipment

Allison 4500 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, TranSynd Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67 / Reverse Ratios: DR-(5.55)	390
1760 HD Driveline, 1 Midship Bearing	-15
Allison FuelSense 2.0 Basic Features include: EcoCal shift technology keeps the engine speed at the most efficient level and DynActive Shifting system incorporates a learning algorithm that selects variable shift points to find the ideal balance of fuel economy and performance, based upon the vehicle specifications and environmental parameters. This is valuable for applications with heavy start-stop needs like refuse, city delivery, and construction.	0
Omit Allison Neutral At Stop	0
Console Mounted Push Button Shifter Allison transmissions	0
Allison RDS Auto Neutral AK Single steer LH or RH. Add Code 4540940 if plumbed to flip valve to actuate service brakes is desired.	0
Allison 6-Speed Configuration, Wide Ratio Gears Allison 4500 Transmission Only	0

Air & Trailer Equipment

Bendix AD-IS EP Air Dryer with Heater And Coalescing Filter; Extended Purge	0
Pull Cords All Air Tanks	1
Nylon Chassis Hose	0

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Effective Date:	Jan 1, 2019		Quote/DTPO/CO:	Q21527444
Prepared by:	ID: rudymangino		Version Number:	38.02



	Description	Weight
	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
	Route Air & Electric Lines To Allow Welding of sub frame to top of frame 8in forward of BOC to EOF	0
Tires & Wheels		
	FF: GY 20ply 425/65R22.5 G296 MSA Diameter = 44.4 inches; SLR = 20.6 inches	50
	RR: GY 16ply 11R22.5 G731 MSA Diameter = 42.0 inches; SLR = 19.6 inches	92
	Code-rear Tire Qty 04	0
	FF: Accur Std Armor 29806PK 22.5X12.25 PHP10-5 hand holes	32
	RR: Accur Steel Armor 50344PK 22.5X8.25 Heavy Duty, 5 Hand Holes	8
	Code-rear Rim Qty 04	0
Fuel Tanks		
	26 in Aluminum 70 Gallon Fuel Tank LH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	11
	Location LH BOC 70 Gallon	0
	Fuel Cooler Required with single fuel tank.	0
	DEF Tank Mounted LH BOC Models 220 and 520 mounted LH cab fender	0
	Standard DEF To Fuel Ratio 2:1 Or Greater	0
	DEF Tank 520	0
Battery Box & Bumper		
	Aluminum Space Saver Battery Box RH BOC	-11
	Steel Bumper Channel Painted Includes two front tow eyes with pins.	0
Cab & Equipment		

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Version Number: 38.02



Description	Weight
53in LCF ProBilt Cab LH Drive Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, pull down windshield sunshade, 16in steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18in bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals	0
4.5 Inch Rubber Flares on Cab and Wheel Well Fenders	0
Sears C2 Plus Driver Seat Features contoured metal seat and back pans, ergonomically contoured cushions - 20" wide, recliner, 5.25" total suspension travel, shock absorber. Available in cloth or molded vinyl.	0
Peterbilt Passenger Seat	0
Seat Belt Color Orange IPO Standard Black	0
Air Ride Driver	43
Mid Back Driver	0
Vinyl Driver	0
Non-Air Ride Passenger	0
Low Back Passenger	0
Vinyl Passenger	0
Gray Interior Color Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. For LH, RH, and dual steer dual seated power windows are standard on both doors. For dual steer RH stand-up the LH window is power and the RH window is a manual sliding window.	0
Adjustable Steering Column - Tilt/Telescope	0
Steering Wheel with Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0
Diamond Plate Floor Covering LH/RH ipo Floormat In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	13
Rear Window Back of Cab Dark Tint 18.5in X 54in	0
Two Piece Flat Windshield	0

Unpublished options may require review/approval.
 Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 10/24/2018 1:27:49 AM
 Effective Date: Jan 1, 2019
 Prepared by: ID: rudymangino

Complete

Model Number: Model 520
 Quote/DTPO/CO: Q21527444
 Version Number: 38.02



Description	Weight
Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
Black LH/RH Dual Plane Mirrors, Heated Motorized, Mounted to Doors. Mirror Includes Fold-Away Feature. Right Click on Option Code to See Picture in Product Portfolio. Requires Mirror Mounted Convex Mirrors (7564160).	2
(1) Air Horn 24.5in Chrome - Round w/Horn Shield	0
ConcertClass Without CD, Includes BT Phone and Audio, AM/FM, WB, USB and MP3.	10
Midlevel Speaker Package For Cab (4) Speakers	6
SmartLINQ Remote Diagnostics SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available.. SmartLINQ is standard with MX-13 engines and available on the models 587,579,567,389,367 and 365.	0
Cab Tilt Pump Air Assist	0
Rain Gutters Over Driver and Passenger Doors	8
Peterbilt Pantograph Windshield Wipers With intermittent feature.	0
Triangle Reflector Kit Shipped Loose	13
Backup Alarm (107dB)	3
Main Transmission Oil Temperature Gauge Located in Driver Information Display	0
Air Restriction Indicator Mounted on Exhaust Stanchion	0
Warning Light Battery Disconnect, Switch Engaged (Marker light) external mounted.	0
Up To (4) Additional Electric Switches Without wiring	1
Suspension Pressure Gauge Located in Driver Information Display	0
Headlights Single Rectangular Halogen	0

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Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 10/24/2018 1:27:49 AM
Effective Date: Jan 1, 2019
Prepared by: ID: rudymanjino

Complete

Model Number: Model 520
Quote/DTPO/CO: Q21527444
Version Number: 38.02



	Description	Weight
	(5) LED Clearance With (2) LED Marker Lights Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door.	0
	None Furnished Stop/Tail/Backup Lights Available with Full Truck only. Not available with Tractor.	0
	Daytime Running Lights Required on all Canadian vehicles	0
	Moveable EOF Xmbr For Mounting Taillights Square EOF with or without EOF xmbr.	1
Paint		
	Standard Paint Color Selection	0
	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK N85700 BUMPER L0001EA BLACK	0
Shipping Destination		
	Shipping Destination Other Than Dealer (Specify by narrative) N89900 NEW WAY MFG. N89910 101 STATE STREET N89920 SCRANTON IOWA 51462	0
Options Not Subject To Discount		
	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0
	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0
Miscellaneous		
	2017 EPA Emissions Engine Warranty Only	0
	Presentation Created Using Featured Spec For Model	0
Total Weight		15485

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	10/24/2018 1:27:49 AM	Complete	Model Number:	Model 520
Effective Date:	Jan 1, 2019		Quote/DTPO/CO:	Q21527444
Prepared by:	ID: rudymangino		Version Number:	38.02

, United States

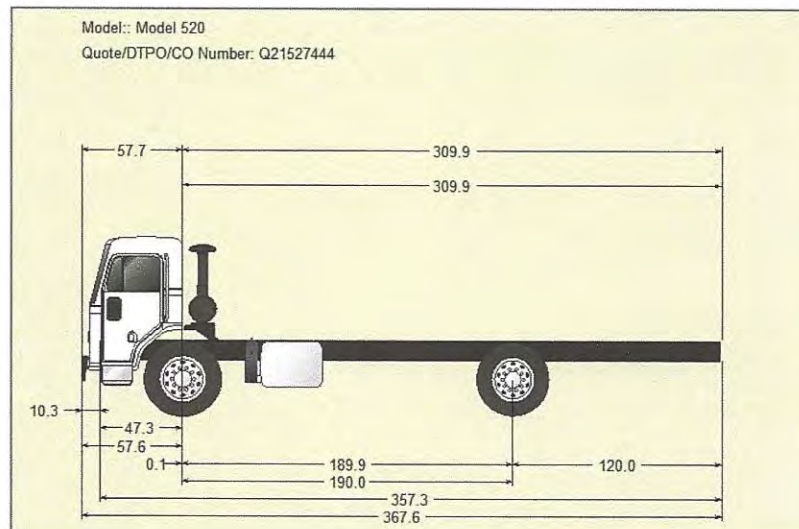
Phone:**Fax:**

Email:

Phone:**Fax:****Contact Email:**

Prepared for:

Horizontal Dimensions



Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 10/24/2018 1:28:11 AM
Effective Date: Jan 1, 2019
Prepared by: ID: rudymangino

Complete

Model Number: Model 520
Quote/DTPO/CO: Q21527444
Version Number: 38.02



Palm Peterbilt Truck Centers P274

SPEC #16 FSA 2018-2019

, United States

Phone:

Fax:

Email:

, Phone:

Fax:

Contact Email:

Prepared for:

Fuel Tanks

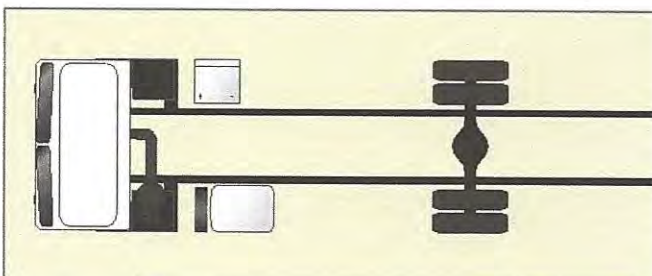
☒ Summary
☐ Right ☐ Left

Location
Under Cab
Back Of Cab 1
Back Of Cab 2
Between Rails
ClearFrame
Def Tank

Type

Material

Diameter



☒ Top View
Right Side Available Space: 101.80 in. Current Wheelbase Space: 190
☐ Side View
Left Side Available Space: 81.95 in. Required Wheelbase Space: 109

Position	Description	Price	Weight
RH BOC1	Aluminum Space Saver Battery Box RH BOC	60	-11
LH BOC1	26 in Aluminum 70 Gallon Fuel Tank LH BOC	127	11
LH Def Tank	DEF Tank 520	0	0

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: 10/24/2018 1:28:51 AM
Effective Date: Jan 1, 2019
Prepared by: ID: rudymangino

Complete

Model Number: Model 520
Quote/DTPO/CO: Q42827417
Version Number: 38.02

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



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

MEMORANDUM

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

FROM: TONY CAMPBELL
DIRECTOR OF OPERATIONS

DATE: SEPTEMBER 20, 2018

SUBJECT: AUTHORIZE CONTRACT RENEWAL
PROCESS CONTROL MAINTENANCE SERVICES

This is a budgeted item and an Annual Contract for an initial 2-year period, with an option for 3 additional 1 year periods. This is the third (3rd) year of three (3) one-year renewal periods.

The contract provides technical assistance to the plant operation and transmission system with the programming of programmable logic controllers (PLC's), which are used throughout the system. This contract also includes the calibration and maintenance of approximately 150 sensors and meters.

District staff is pleased with the performance of this contractor and recommends approval of this item for FY 2019.

The following motion is suggested:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the 3rd and final 12 month contract extension to Process Control Consultants, Inc. for the Wastewater Process Control Systems Maintenance and Modification Contract, in the amount of \$142,800.00 annually.”

Should you have any questions regarding this contract please feel free to contact Tony Campbell.

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 Notified to Connect – April 2018 Waiting to close out contract	2016	2017
10	Turtle Creek Subsystem 2	28	Notified Owners – September 2012 Notice of Intent – October 2016 Notified to Connect – April 2018 Waiting to close out contract	2016	2017
14	Whispering Trails	181	Notified Owners – January 2013 Notice of Intent – November 2016 Construction Started October 2018	2017	2017
16	Limestone Creek Road-West	71	Notified Owners – January 2013	2018	2018
16	181 st St N Gravity	11	Notified Owners – January 2013 Survey Started Notice of Intent to Assess – October 2018	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 Survey in Progress – October 2018 Notice of Intent to Assess – October 2018 Resident meeting – October 2018	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

Rank*	Area Description	Lots	Activity	Original Target Date	Revised Target Date
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
H	Olympus Dr, Juno (LP)	2	Notified Owners – June 2013 Prelim. Design started – August 2017 Incorporate with force main relocation	2016	2018
	18870+18890 SE Country Club Dr, Cove Pt	3	Notified Owner – April + Aug 2017 Design started – August 2017	2018	2019
	US Highway 1 (13440-13500)	3	Notified Owners – August 2017	2019	2019
	Admiral's Cove West Guard House	1	Communicated with Engineer - July 2016	2019	2019
	Thelma Ave. LPSS	4	Notified Owners – September 2017	2020	2020

Private Road Areas – Page 2

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 st 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 th Place, 66 th Terrace, 66 th 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 Easements Obtained – Aug 2017 + June 2018 Notice of Intent to Assess – September 2017 30% Design Complete– September 2018 Grant Authorized	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
FF	North A1A	3	Postponed-Town activities in area	2012	AEO
GG	815 S US 1 (Yum Yum Tree)	9 ecs	Notified Owner – November 2014	2016	AEO
GG	Rockinghorse (<i>north of Roebuck Road</i>)	10	Notified Owners – January 2013	2018	AEO
GG	Island Country Estates	47	Notified Owners – January 2013 Private HOA-Received Easement – Feb. 2018 Notice of Intent – July 2018 Engineering Award – September 2018	2018	2019
HH	Harbor Rd. S. LPSS	6	Notified Owners – January 2014 Private Road	2017	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

TIMOTHY W. GASKILL*
Business, Probate
Family Litigation

DONALD R. SMITH +*
Personal Injury & Wrongful Death
And Civil, Business & Real Estate
Litigation

CURTIS L. SHENKMAN
Board Certified
Real Estate Attorney

BROOKE GROGAN*
Personal Injury & Litigation

BRANDON D. SMITH
Personal Injury & Litigation

+* Member of the Florida Justice Assoc.
and the Palm Beach Co. Justice Assoc.
*Members of the U. S. Federal Court -
Southern District, Florida

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
www.LawPalmBeach.com

November 7, 2018

LEGAL ASSISTANTS CIVIL TRIAL, PROBATE AND FAMILY LAW

KAREN M. B. LOPATOSKY
Senior Litigation Paralegal
MINDY VASSER

PERSONAL INJURY/COMMERCIAL

BETH KOENIG, PARALEGAL
KAREN M.B. LOPATOSKY
Senior Litigation Paralegal

REAL ESTATE
JUDY D. MONTEIRO
DENISE B. PAOLUCCI
MELISSA KAJEEJIT

Loxahatchee River Environmental Control District
D. Albrey Arrington, Exec. Dir. and Board Members
2500 Jupiter Park Drive
Jupiter, FL 33458

RE: PENDING LITIGATION STATUS REPORTS

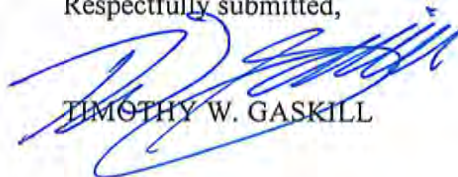
Dear Board Members:

We are enclosing herewith a brief status report relating to all litigation in which the Loxahatchee River Environmental Control District is presently involved. This status report updates the last monthly status report previously submitted and consists of a summary of the record proceedings which have occurred in each of the pending cases since last month.

There are no analyses of the pending cases included, as the inclusion of such items might constitute a waiver of any attorney/client privilege that exists between our firm and the District. Therefore, if you would like to discuss the particulars of any specific case in more detail or would like to obtain more information concerning the strategy, status, or settlement posture of any of the individual cases, please feel free to contact me.

As always, we are available at any time to discuss any of these lawsuits with each individual Board Member by telephone or by conference, if there are any questions.

Respectfully submitted,



TIMOTHY W. GASKILL

/kmb

Attachments

cc: Curtis L. Shenkman, Esquire

OTHER LITIGATION

ACTION: In Re Estate of Israel Marquez et al ...Loxahatchee River Envir Control District
Owner: Estate of Israel Marquez **Property:** 911 Hawie St.
Case No. 50-2010-CP-004006XXXXSBIY
TYPE OF ACTION: Mortgage Foreclosure by Lender, Encon named for its (possible) lien interest –
COMMENCEMENT: Service of Summons/Petition
COMMENTS: Action foreclosing mortgage– Encon named for lien interest
STATUS: Pending

11/24/14	District served with Petition re Homestead and Real Property as Estate Asset; Filed Answer and Affirmative Defenses; Hearing to be held
12/10/14-1/6/15	No change in status
2/3/15	No change in status
3/6/15-5/11/15	No change in status; monitoring probate action; monitoring for activity;
6/8/15-7/9/15	No change in status
8/7/15 – 10/12/15	No change in status, continuing to monitor probate
11/10/15	There is a pending Motion to sell real estate set for hearing in December, continue to monitor
12/7/15	No change in status
1/18/16 – 7/7/16	Last Activity in Court Docket 12/17/14 requiring a paternity test; continue to monitor ; No change in status
8/8/16 – 10/13/16	No change in status
11/9/16-12/14/16	No change in status –probate proceedings continuing
1/10/17 – 9/20/17	No change in status – Probate proceedings continuing –no activity since 11/15/16 on docket
10/6/17-12/6/17	No change in status – Probate proceedings continuing –no activity since 11/15/16 on docket
1/8/18	No change in status - Probate proceedings continuing –no activity since 11/15/16 on docket
2/5/18	No change in status - Probate proceedings continuing –no activity since 11/15/16 on docket
3/5/18 – 4/2/18	Only new filings in March were Petition to determine Paternity and Petition to Sell Property and delay Tax Deed Sale
5/10/18	No change in status
6/10/18-7/10/18	Probate still ongoing; Hearing on Per. Rep's Petition to Delay Tax Deed Sale scheduled for 7/12/18; no other change in status
8/7/18	Hearing on Sale of Property held and Order entered authorizing sale; to monitor re sale and estoppel for any outstanding charges to LRD
9/7/18-11/7/18	No sale reflected in public records to date, continue to monitor; Order entered in Probate declaring property to be homestead property

LIEN FORECLOSURES

NONE

MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS

ACTION: Bank of New York Mellon v. Lori Chezem et al ...Loxahatchee River Envir Control District
Owner: **Lori Chezem Property: 121 Arrowhead Circle, Jupiter**
Acct #2146900 **Case No.** 50-2018CA006996 XXXXMBAB

TYPE OF ACTION: Lien Foreclosure by Bank of NY, Encon named for its (possible) lien interest –

COMMENCEMENT: Service of Summons/Complaint upon District 6/14/18

COMMENTS: Action foreclosing Mortgage lien/HOA liens– Encon named for lien interest –

STATUS: Pending

6/14/18-7/12/18	Mortgage Co., Bank of NY Mellon, Lien foreclosure action; District served with Complaint; Filed Notice of Appearance for LRD and Answer, Counterclaim, Crossclaim; in process of serving parties;
8/7/18	Settlement offer sent to Plaintiff/CounterDefendant Bank of NY Mellon; waiting on response
9/7/18-10/3/18	Plaintiff paid in full all sums due for LRD's outstanding liens per settlement offer; Voluntary Dismissal filed as to LRD ; Satisfaction recorded; LRD dropped as Party Defendant
11/7/18	File being closed.

ACTION: Deutsche Bank Nat'l Trust Co. et al v. Victoria S Magaldi et al ...Loxahatchee River Envir Control District
Owner: **Victoria S. Magaldi Property: 1300 Peninsular Rd, Jupiter**
Case No. 50-2017CA-009246 XXXXMB"AN"

TYPE OF ACTION: Lien Foreclosure by Deutsche Bank, Encon named for its (possible) lien interest –

COMMENCEMENT: Service of Summons/Complaint upon District 7/23/18

COMMENTS: Action foreclosing Mortgage lien/– Encon named for possible lien interest

STATUS: Pending

8/7/18	LRD served with Complaint 7/23/18; Deutsche Bank Nat'l Trust Co., (mortgage lender), Lien foreclosure action; District served with Complaint; Notice of Appearance for LRD filed; Answer and Affirmative Defenses not filed per LRD request to withdraw and take no action as only interest is a "pending" interest per the pending Lien Notice and Notice of Intent to Assess Peninsular Road Assessment Area as recorded on February 23, 2010 in ORB 23706, Page 1115, Public Records of Palm Beach County, Florida. Motion to Withdraw filed and awaiting Order granting Motion from Court
9/7/18-10/3/18	No change in status re Motion to Withdraw;
11/7/18	Court entered Order Granting Smith Gaskill & Shenkman PA withdrawal as attorney of record per request of LRD. File being closed.

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: November 7, 2018

FILE: 42009-029.3.1.3

SUBJECT: Loxahatchee River District
Engineer's Monthly Status Report through October 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.

Deep Bed Sand Filters – Final Design and Construction Management Services – The following provides a summary of tasks that have occurred during the above reporting period:

Monthly Progress

- Substantial Completion was granted on August 17, 2018, which is 242 calendar days behind the executed Substantial Completion date set per Change Order #4 (i.e., December 18, 2018). Final Completion is anticipated by November 11, 2018.
- A final punch-list was issued which identifies the items needed to achieve Final Completion. Approximately 91% of the Punch-list items have been completed as of October 31, 2018.
- There are 11 calendar days remaining to Final Completion as of October 31, 2018.
- The contractor (i.e., Kirlin) is working on the punch-list items and progress is being made.



- Filter Electrical Building – All punch-list items have been completed with the exception of three electrical items.
- Deep Bed Filters – All punch-list items have been completed with the exception of one instrumentation item.
- Parshall Flume Flow Meter – All punch-list items at the facility have been completed.
- Filter Feed Pump Station No. 1 – All punch-list items at the facility have been completed.
- Electrical Building No. 1 and No. 3 – All punch-list items at the facility have been completed.
- Site work – General site cleanup continues. Contractor has completed the grading, asphalt, paver roadway, sidewalk, curbing, and sodding work. General restoration work continues.
- Synthetic Media Filters – punch-list items at the facility have been completed.
- Four months of the 9-month sampling program for Change Order No. 2 - Quantification of Treatment and Water Quality Improvements have been completed. The sampling program will be continuing as the deep bed filters commence normal operation.



Site sod installation completed

Wastewater Treatment Plant Operating Permit Renewal – There has been discussions and correspondence with FDEP regarding language to be incorporated into the WWTP operating permit. A final draft of the permit is anticipated in October with issuance by end of December.

Interim Casing Pressure Test – The plan for conducting the interim casing pressure test was submitted to FDEP on August 30, 2018. FDEP approved the plan on September 17, 2018. Hazen coordinated with LRD to finalize a piggy-back contract for conducting the casing pressure test. An agreement was reached with All Webb's Enterprises and LRD issued a PO for the services on October 10, 2018. The casing pressure test is set for the week of November 12, 2018.

BioWin™ Process Model Development and Training – Hazen has compiled historical plant monitoring data provided by LRD staff for years 2015 to current to support the development of a BioWin™ process model. A site visit was completed on October 10, 2018 to review plant operation and gather data. A BioWin™ seminar is being attended in November.

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.



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: November 8, 2018
Subject: **Loxahatchee River Environmental Control District Monthly Status Report**

The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through November 8, 2018. **Note: Any information that is historical or repeated from previous months are shown in italics. Otherwise, all information as shown below is newly reported information.**

Loxahatchee River Road Reclaimed Water Main Replacement and Force Main Extension

- The final certification package has been submitted to Palm Beach County Engineering. The Contractor submitted revised record drawings and they are currently under review. HCE processed Payment Request #3 and Change Order #1 for the project. *Upon receipt of the signed and sealed record drawings and required final paperwork, all permits will be certified as to the completion of the project and the final pay request will be processed.* This project will be closed out by the end of the month.

Turtle Creek –Subsystem 2& 3 – Gravity Sewers

- *HCE is working with the Contractor to obtain all necessary final approvals and paperwork to close-out the project. We currently have all final paperwork in hand with the exception of final approval from the Turtle Creek Property Owner's Association (POA) regarding a claim that there was damage to the hedge along Country Club Drive. On September 27, 2018 the Contractor provided written notice that they have filed a claim with their insurance company to handle the hedge issue. HCE will close out the project as soon as the hedge issue has been satisfactorily resolved by all parties involved.*

Lift Station No. 082 Master Plan

- *Installation of the pressure recorders and drawdown tests needed for the calibration of the model will occur after the rehabilitation of Lift Station #114 is complete. This data is needed to calibrate and complete 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 90% design submittal was submitted to staff for review and comment on September 13, 2018. LRD staff is currently working with the residents to determine the extents of the new paving for the project. The permit from the Palm Beach County Health Department was issued on October 18, 2018. The permit application to Palm Beach County Engineering has been submitted and is currently under review. Upon determination of the extents of paving for the project and issuance of the Palm Beach County right-of-way permit, the plans and specifications will be finalized, and the project will be advertised for bidding. This project will have an estimated construction completion date of June 2019.*

Island Country Estates Low Pressure Sewer System

- Survey was sent to HCE on November 5, 2018. HCE is currently working on field verifying the surface conditions on the survey and beginning design on the project.
- *The 30% Design Submittal and Engineers Opinion of Probable Construction Cost will be submitted to staff by January 1, 2019.*



Loxahatchee River Environmental Control District Monthly Status Report November 8, 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 November 8, 2018.

Alternate A1A 16-Inch Force Main Extension

The project was advertised for bidding on September 16, 2017. A mandatory pre-bid meeting was held on Wednesday, October 17, 2018. Contractor bids were received on Thursday, November 1, 2018. MC has reviewed the bids and provided a Recommendation of Award to the District on November 7, 2018.

Master Lift Station No. 1 Rehabilitation

MC continued to review Contractor shop drawing submittals for the project. Construction work is proceeding at the project site. The Contractor has demolished a section of the eastern wall of the pump station building, began electrical rough-in and erected temporary shoring and catwalks within the dry-pit. The project construction is currently on schedule.

Whispering Trails Gravity Sewer System

MC continued to review Contractor shop drawing submittals for the project. The Contractor is currently mobilizing dewatering equipment to the project site. The installation of dewatering well points and dewatering pumps and piping is scheduled to commence the week of November 12, 2018. The project construction is currently on schedule.

Jupiter Farms Elementary Sanitary Sewer System

The project was advertised for bidding on October 21, 2018. The project is currently out to bid. A mandatory pre-bid meeting will be held on November 15, 2018. Contractor bids will be due at 3:00 pm on December 5, 2018.

Olympus Drive Force Main Replacement Survey

MC is in the process of completing the field survey services associated with the project. The DRAFT survey is scheduled for submission to the District on November 15, 2018.



181st Neighborhood Gravity Sewer Survey

MC completed the field survey services associated with the project. MC prepared and submitted the DRAFT survey for District review on November 6, 2018.

New Palm Beach Heights Low Pressure Sewer Survey

MC completed the field survey services associated with the project. MC prepared and submitted the DRAFT survey for District review on November 6, 2018.

Respectfully Submitted by:

MATHEWS CONSULTING,
A BAXTER & WOODMAN COMPANY

A handwritten signature in blue ink, appearing to read "J. Pugsley".

Jason A. Pugsley, P.E.
Vice President / Florida Operations Manager

Busch Wildlife Sanctuary

The 4th Quarter Report will be presented at the
January 2019 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

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

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



To: Governing Board
 From: Kara Peterson, Director of Finance and Administration
 Date: October 9, 2018
 Subject: Monthly Financial Report

Cash and Investments

Balances as of October 31, 2018

Certificates of Deposit:

Institution	Original Term	Maturity	Rate	Book Value	Monthly Interest Earned	Market Value
US Bank	3 Months	10/30/18	2.10%	\$ 1,500,000	\$ 2,598	\$ 1,507,954
Bank United	1 Year	11/07/18	1.54%	1,000,000	1,324	1,015,190
US Bank	9 Months	12/10/18	2.06%	1,000,000	1,769	1,013,112
US Bank	6 Months	01/30/19	2.29%	1,000,000	1,952	1,005,846
US Bank	9 Months	02/24/19	2.26%	2,000,000	3,870	2,019,894
Bank United	7 Months	03/27/19	2.28%	1,500,000	2,911	1,506,097
TD Bank	5 Years	04/29/19	1.88%	1,500,000	2,603	1,632,608
Bank United	10 Months	06/27/19	2.34%	1,500,000	2,988	1,506,258
US Bank	1 Year	07/30/19	2.45%	1,500,000	3,134	1,509,383
TD Bank	5 Years	09/22/19	2.09%	2,000,000	3,861	2,179,212
Subtotal				\$14,500,000	\$ 27,010	\$14,895,554

Money Market Accounts:

FL Community Bank - Public Demand	2.12%	\$ 21,317	\$ 11,973,045
TD Bank - NOW	2.02%	10,802	6,370,069
Subtotal		\$ 32,119	\$18,343,114

Checking Account:

SunTrust-Hybrid Business Account	0.50%	\$ 706	\$ 2,734,681
Subtotal		\$ 706	\$ 2,734,681

Total		\$ 59,835	\$35,973,349
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Average weighted rate of return on investments is: 1.99%

As of 10/31/18:

3 month Short Term Bond: 2.34%

1 month Federal Fund Rate: 2.25%

Cash position for October 2017 was \$28,969,760. Current Cash position is **up** by \$7,003,589.

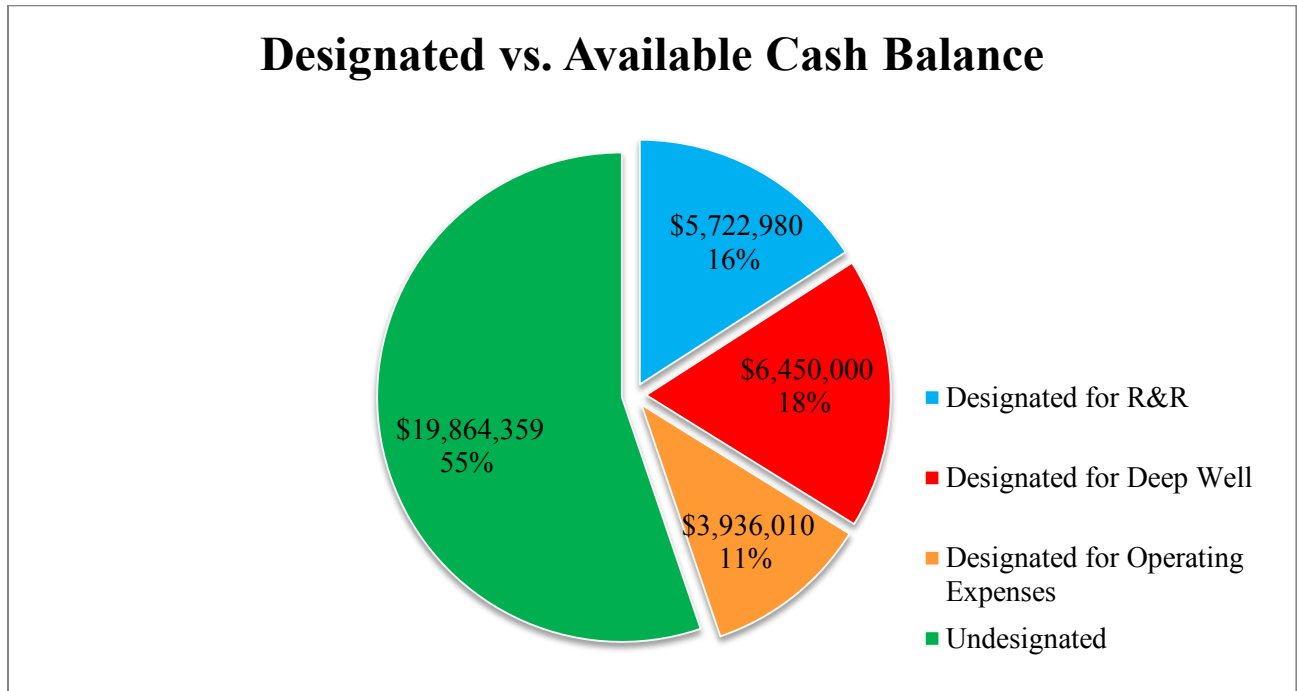
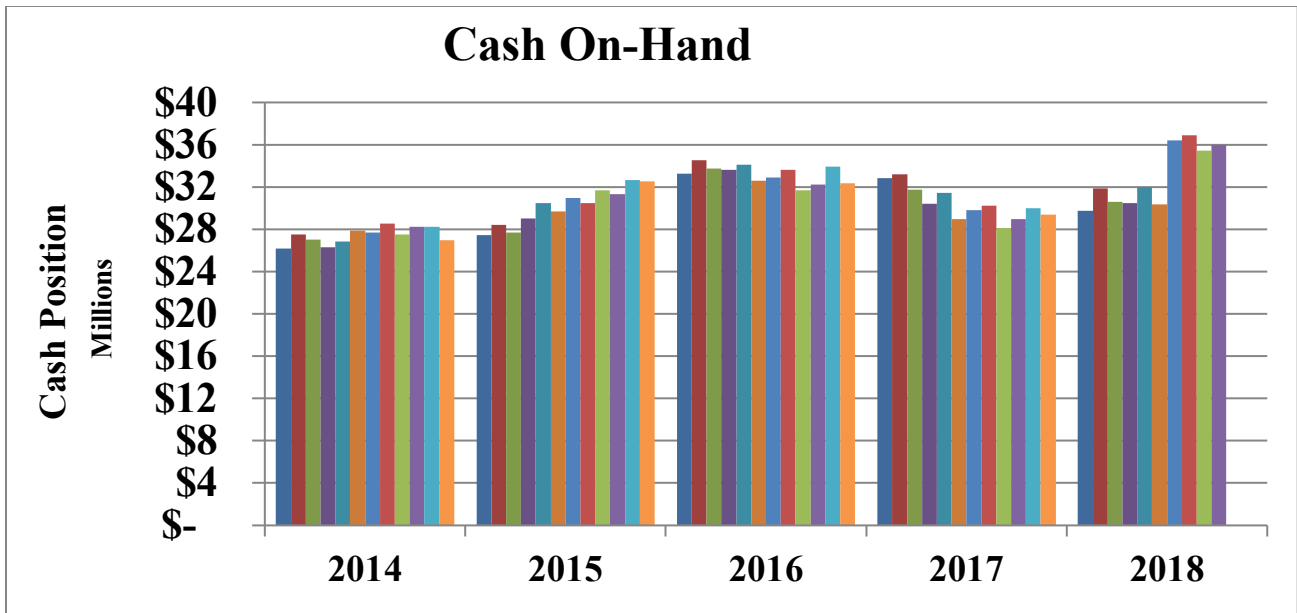
Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

James D. Snyder
Chairman

Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
Board Member



Financial Information

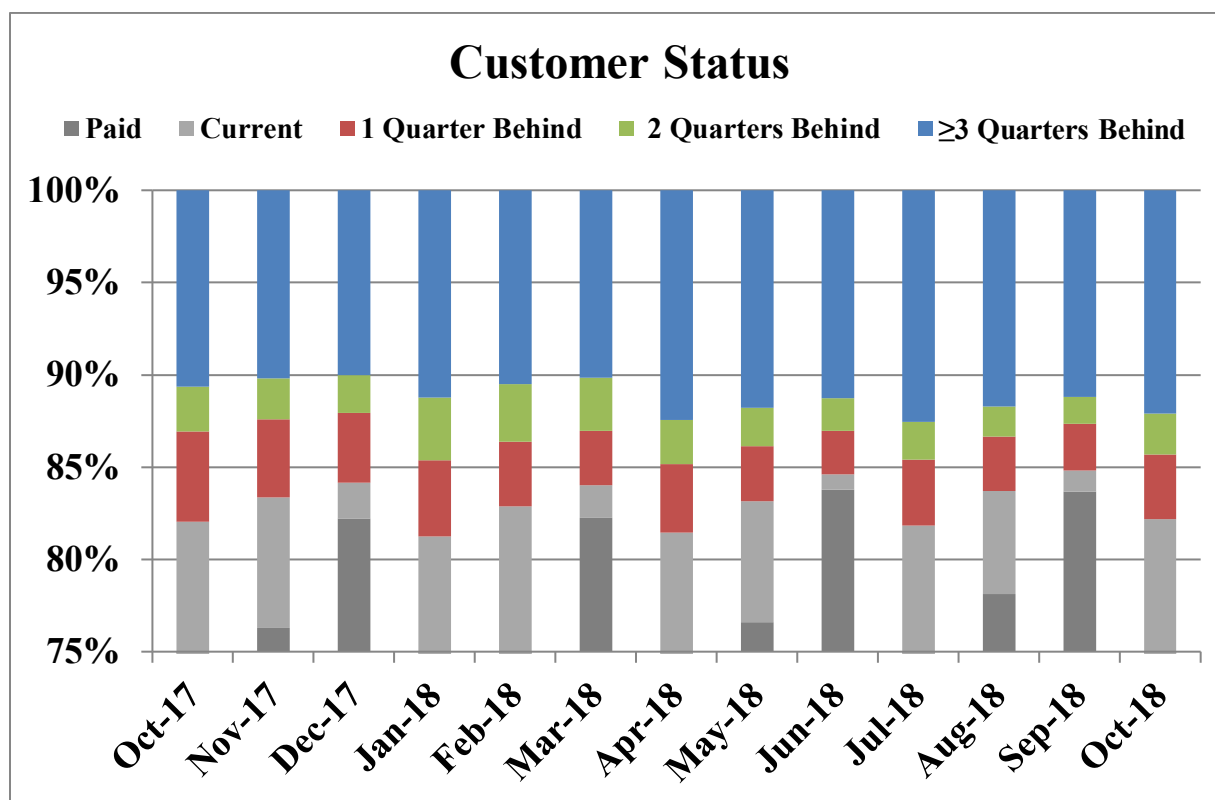
- Legal fees billed for the month of October were \$16,430. The fiscal year-to-date total is \$16,430.
- There was no Septage billing for the month of October.
- Developer's Agreement – No new Developer agreements were entered into in October.
- I.Q. Water Agreements – Martinique is past due for October.
- Estoppel fees collected in October totaled \$10,525. The fiscal year-to-date total is \$10,525.

Summary of Budget vs. Actual

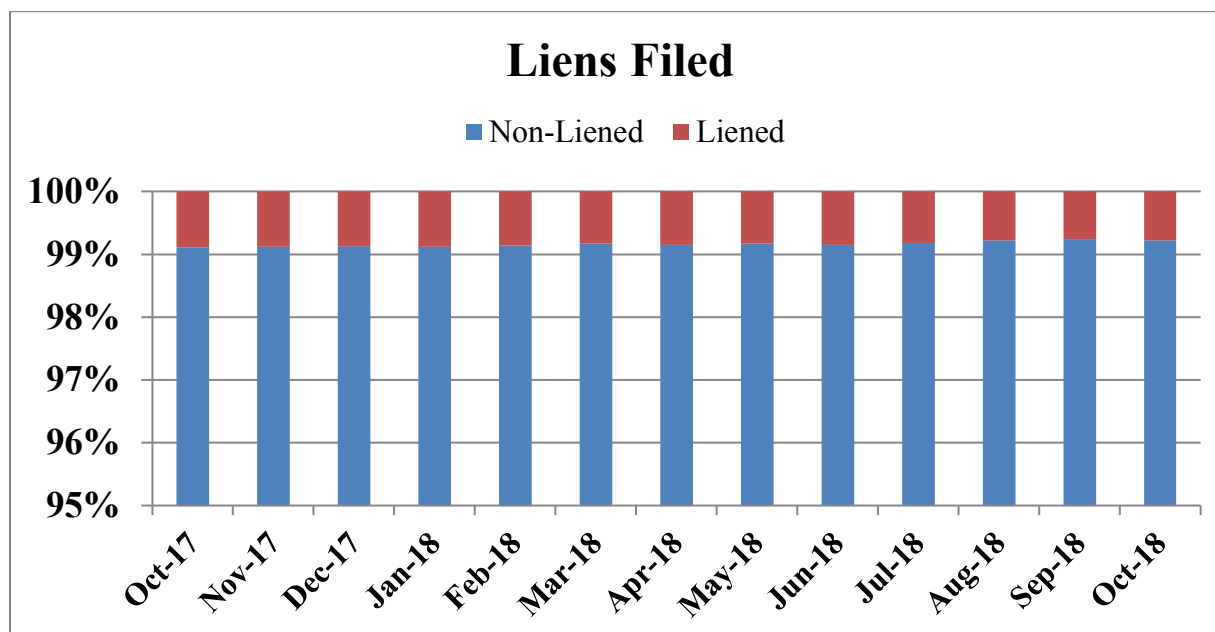
<i>Budget Benchmark</i> 8.33%	Actual October	Actual YTD	Budget FY 18	Favorable (Unfavorable)	Budget Expended
Revenues					
Operating Revenues					
Regional Sewer Service	\$1,391,911	\$1,391,911	\$ 17,067,530	\$ (15,675,619)	8.16%
Standby Sewer Service	7,629	7,629	157,550	(149,921)	4.84%
IQ Water Charges	198,099	198,099	2,264,000	(2,065,901)	8.75%
Admin. and Engineering Fees	5,783	5,783	48,865	(43,082)	11.83%
Other Revenue	58,906	58,906	183,000	(124,094)	32.19%
Subtotal Operating Revenues	1,662,328	1,662,328	19,720,945	(18,058,617)	8.43%
Capital Revenues					
Assessments	-	-	824,000	(824,000)	0.00%
Line Charges	29,064	29,064	232,575	(203,511)	12.50%
Plant Charges	62,081	62,081	1,402,600	(1,340,519)	4.43%
Capital Contributions	-	-	917,000	(917,000)	0.00%
Subtotal Capital Revenues	91,145	91,145	3,376,175	(3,285,030)	2.70%
Other Revenues					
Grants	1,177	1,177		1,177	100.00%
Interest Income	59,836	59,836	1,217,500	(1,157,664)	4.91%
Subtotal Other Revenues	61,013	61,013	1,217,500	(1,156,487)	5.01%
Total Revenues	\$ 1,814,486	\$ 1,814,486	\$ 24,314,620	\$ (22,500,134)	7.46%
Expenses					
Salaries and Wages	\$ 288,896	\$ 288,896	\$ 5,687,700	\$ 5,398,804	5.08%
Payroll Taxes	21,322	21,322	416,500	395,178	5.12%
Retirement Contributions	43,313	43,313	710,900	667,587	6.09%
Employee Health Insurance	98,697	98,697	1,339,800	1,241,103	7.37%
Workers Compensation Insurance	7,960	7,960	114,600	106,640	6.95%
General Insurance	28,771	28,771	346,716	317,945	8.30%
Supplies and Expenses	91,449	91,449	1,138,160	1,046,711	8.03%
Utilities	67,924	67,924	1,409,350	1,341,426	4.82%
Chemicals	13,007	13,007	672,570	659,563	1.93%
Repairs and Maintenance	203,654	203,654	1,830,615	1,626,961	11.12%
Outside Services	88,964	88,964	1,852,110	1,763,146	4.80%
Contingency			225,000	225,000	0.00%
Subtotal Operating Expenses	953,957	953,957	15,744,021	14,790,064	6.06%
Capital					
Capital Improvements	543,101	543,101	11,088,500	10,545,399	4.90%
Renewal and Replacement	870,373	870,373	7,278,500	6,408,127	11.96%
Contingency			225,000	225,000	0.00%
Subtotal Capital	1,413,474	1,413,474	18,592,000	17,178,526	7.60%
Total Expenses	\$ 2,367,431	\$ 2,367,431	\$ 34,336,021	\$ 31,968,590	6.89%
Excess Revenues					
Over (Under) Expenses	\$ (552,945)	\$ (552,945)	\$ (10,021,401)	\$ 9,468,456	

Accounts Receivable

The chart below illustrates customers' receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 83% billing.



The District serves approximately 32,000 customers. Currently, the District has 253 liens filed which represent approximately 1% of our customers.



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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: November 8, 2018

SUBJECT: Director's Report - Engineering Division
November 2018 Board Meeting

Developer Projects

Staff were active on 12 Developer projects including the following activities.

Planning: Staff performed planning activities on the following projects.

Inlet Waters: Staffed coordinated with the developer for design requirements to connect a proposed residential development along A1A across from Burt Reynolds Park.

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. Plans are complete, staff are coordinating with the developer and engineer to final allocation and permitting requirements.

Construction: Staff performed construction inspections, shop drawing review, RFI responses and/or attended preconstruction meetings for the following projects.

Admirals Cove: Construction is underway on a new tennis pavilion, spa and kitchen expansion at Admiral's cove.

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.

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Board Member

Stephen B. Rockoff
Board Member

James D. Snyder
Chairman

Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
Board Member

Pennock Preserve Phase 3: The last phase of Pennock Preserve. The project extends the gravity sewer system to the north and serves approximately 50 lots.

Blowing Rocks Nature Conservancy: Staff coordinated with local engineering firms for design requirements to connect Blowing Rocks to the District's wastewater collection system.

Love Street: Final plans were approved and the FDEP application to construct issued. Staff are waiting on the developer to move forward with construction.

Jupiter Medical Center North Parking: A parking lot extension on the north side of the Jupiter Medical Center. No new sanitary facilities are required as part of this project but reconfiguration of several service laterals and conflict resolution with proposed storm facilities will be required.

Jupiter Medical Center Neonatal Intensive Care Unit: The new neonatal intensive care unit building requires abandonment of a small portion of our system along with reconfiguration of service laterals for new and existing buildings.

Ocean Winds of Juno Beach: Three residential lots in Juno Beach currently undeveloped. Plans were approved and the FDEP permit to construct issued. Staff are waiting on the developer to move forward with construction.

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 22 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 General Construction Services: Staff have completed plans and specifications for a general services contract to allow rehabilitation of lift stations within our collection/transmission system. Staff plan to bid the project over the holidays and anticipate a recommendation of award for the January Board. Once awarded staff have prepared rehabilitation plans for 5 stations and anticipate issuing purchase orders to the lowest responsive and responsible bidder to begin the work.

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 and a third alternate option is currently being integrated. Staff will begin working on the procurement process to determine the most cost effective of the viable options. It is anticipated that we will select up to three suppliers to source telemetry units through a competitive bid process.

181st Street Gravity Sewer System: This project will serve 14 lots located just off Limestone Creek Rd. The new system will tie into an existing gravity system in Limestone Creek Rd.

Survey has recently completed and staff are working on the initial layout and coordinating with residents for service lateral locations.

New Palm Beach Heights Low Pressure Sewer System: This project will serve 36 lots located just off US 1 south of Donald Ross Rd. The new system will tie into an existing gravity system serving commercial property to the north. Survey has recently completed and staff attended a meeting with residents in Juno and are assisting Town of Juno staff on possible grant opportunities.

Olympus Drive Force Main Replacement: This project is part of our asbestos cement (AC) force main replacement program and will replace approximately 2,000 feet of AC force main in Juno Beach. Survey has recently completed and staff will begin working on layout this month.

LS 43 Emergency Generator: A project to provide a permanent emergency standby generator at LS 43. This station is part of the cascading lift station system along Country Club Drive in Tequesta. Staff have engaged an electrical engineer for generator sizing and plans. Sizing is complete and the generator purchase as owner furnished equipment is included for approval in Tab 5D.

LS 62 Emergency Generator: A project to provide a permanent emergency standby generator at LS 43. This station is a significant repump station serving areas Tequesta and Jupiter Island. Staff have engaged an electrical engineer for generator sizing and plans. Sizing is complete and the generator purchase as owner furnished equipment is included for approval in Tab 5D.

Lift Station 57 and 58 Tie-in to Transmission System: Both cascading stations will be connected to an adjacent transmission force main relieving significant flow to the repump station. Upgrades to the station pumps and control panels were completed earlier this year. Design and permitting is underway with construction scheduled to begin in February 2019.

Staff have begun preliminary planning including scope writing and coordinating with contractors, vendors and surveyors for pricing of several upcoming inhouse projects for 2019. These include a gravity system for 181st Street, low pressure system for New Palm Beach Heights, emergency standby generators at lift stations 43 and 62, gravity system lining for lift station 97 collection system.

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. See Tab 6E for more information.

LS065: Lateral lining following the main lining performed in summer 2018 is scheduled for this year. See Tab 6D for more information.

Manhole Lining: Through inhouse inspections we have identified several manholes in need of rehabilitation. The PO for these rehabilitations has been issued and a preconstruction meeting with the contractor and field staff has been scheduled for mid-November.

Construction: Staff provided construction inspection and engineering oversight for the following projects.

Lift Station 70 Emergency Generator and Power/Control Panel: This project provides a permanent emergency generator at lift station 70 and a new power and control panel including variable speed pump drives. In an effort to expedite the panel and complete this work with the

emergency generator, staff included the panel as a design/build specification, with specific component and performance requirements, in the emergency standby generator project. Staff are coordinating with the contractor for executed contracts. We anticipate this project to replace to begin after the new year with completion by the fall 2019.

Jupiter Ocean Racquet Club Force Main Replacement Phase 2: Staff are coordinating with the contractor for executed contracts. We anticipate this project to replace an asbestos cement force main to begin after the new year with completion in the summer of 2019.

Radio Telemetry System: The second phase of the system evaluation for the remaining 36 existing lift station DFS units and 24 existing irrigation station DFS units is complete. Staff are reviewing the evaluation and recommendations before deciding on a path forward. We anticipate this project scope being finalized by the end of the year and the recommended work being performed by the end of FY19.

LS 71 Emergency Generator: A project to provide a permanent emergency standby generator at LS 71. This station is part of the cascading lift station system along Country Club Drive in Tequesta. The installation is complete. Staff and the contractor are coordinating with the generator and automatic transfer switch provider for start up. The station and emergency generator should be online by the end of November. Photos below show the generator in transit and the site after installation.



Lift Station 114 Rehabilitation: The installation is complete. The contractor is coordinating with the Town of Jupiter and FPL to have power reinstated to the site prior to scheduling start up. We anticipate this project being in service in December. Below, the photo on the left shows the new high strength grout pad, base plates and pump bases designed to ensure a solid foundation for the new 45 HP pumps and prevent floor failures that are typical in larger horsepower stations. The photo on the right shows the rail system and discharge piping in a non-standard configuration designed to resolve a conflict with the valve vault and adjacent property lines.



Cleaning, TV Inspection and Lining: Lateral lining in Lift Station 057 collection system successfully completed in October and the lateral lining contractor is currently waiting for finalization of punch-list items from Lift Station 065 main lining before moving into this system to complete lateral lining.

We have also begun a new main lining project in Penn Park and anticipate completion in January 2019. This project will also be followed with lateral lining in the winter/spring of 2019 in advance of a PBC paving project scheduled for the area.

Consultant Projects:

Master Lift Station Rehabilitation: This project is for the rehabilitation of 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, meters and emergency generator replacement. The pre-construction meeting was held in July. The contractor has mobilized and structure modifications and underground investigations are under way. Station bypass is anticipated February through May 2019 for the bulk of the work to occur and final completion in summer 2019.

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. See Tab 6E.

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 on resolution with the HOA regarding damage to landscaping and staff with the engineer are working with a resident for resolution of a service lateral installed in the wrong location.

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. Construction is complete.

Whispering Trails Neighborhood Sewer System: This project provides a gravity sewer system to provide service to 181 lots in the Whispering Trails Subdivision off Loxahatchee River Road. The contractor has mobilized and installation of the lift station wetwell is complete. The contractor is currently working on dewatering set-up prior to beginning installation of the gravity sewer system.

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. This project is

currently scheduled to bid on December 5, 2018.

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 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. The 90% plan review is complete and staff are coordinating with the HOA concerning the scope of roadway improvements included in the project.

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.

Elsa Rd. Drainage Improvements: This is a Town of Jupiter project to provide drainage improvements in the development off Elsa Rd.

Construction Department

Penn Park: The construction department has mobilized into the Penn Park area to upgrade service laterals with cleanouts. The majority of services do not have cleanouts and in conjunction with the main lining project referenced above, this work will need to be complete prior to service lateral lining.

Collections/Reuse



Above pictures depict:

The Vac-con Unit 15 assisted Plant Operators in cleaning the wetwell at the RAS (return activated sludge) pump station

Below picture depicts:

Lift Station 200 in Abacoa is having its original roof replaced. Completion is scheduled for early November. The station was built in 1997 and recent inspections had noted the roof for replacement.



Below pictures depict:

The annual 24-hour composite sample of blended plant effluent and nano concentrate occurred this month. The sample is pulled from IQ 511 located at the east side of the plant.



Sanitary Sewer Overflows

There were 2 sanitary sewer overflows for the month of October.

One overflow was discussed at the October Board meeting and involved a contractor damaging one of our force mains. Unfortunately, our GIS system showed the force main in the wrong location subsequently our field locations did not accurately communicate the force main location to the contractor. We are aware that our GIS system is not perfect and since the implementation of the system have been working to improve the quality of the data. Particular to this specific issue, since the GIS system has been active we have been through our complete record drawing archive comparing GIS to the original record drawings. This consists of 2,170 individual files and more than 18,000 pages of record information. We are now working on prioritizing our GIS information based on our confidence of the data and will complete a second comparison based on this prioritization. We are also continually comparing our GIS system with actual field conditions (through general observations and intentional investigations) and revising GIS accordingly.

The second overflow was a multipoint failure starting with an alarm failure followed by the lead pump failure then lag pump failure. In our standard station alarm system after a lead pump fail the station goes into alarm prior to the lag pump being called. Had the alarm system been functional this would have been caught prior to any critical failure and potential overflow. In this instance I see a definitive path to resolution, that path being telemetry at all our lift stations. Had there been telemetry at this station we would have had 3 additional opportunities to catch this failure prior to an overflow; lead pump run failure, high level alarm then lag pump run failure. Based on station hour meter it appears this station functioned on one pump for approximately 20 days prior to the lag pump failing and causing the overflow. This means, after the lead pump run failure we would receive via telemetry an alarm and in this particular instance would have resolved the problem 20 days before it becoming critical. The same could be said had the alarm system been functional, however, unlike a telemetry system that can be monitored continuously and that will give a communication failure when not working, we have no way to know if the alarm system is functional without being onsite.

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

MEMORANDUM

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

FROM: Tony Campbell, Director of Operations

DATE: November 1, 2018

SUBJECT: Operations Department Monthly – Report for October 2018

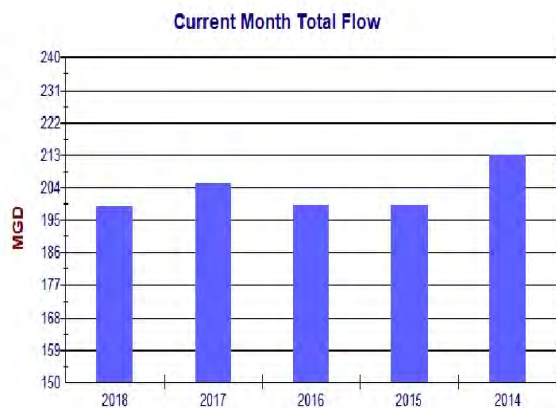
Treatment Plant Division

Values:

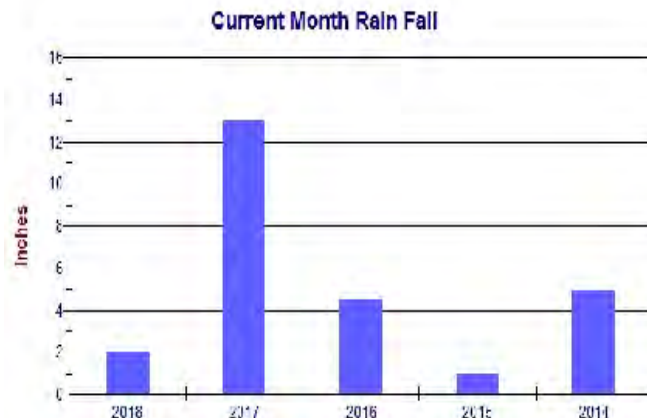
In the Month of October, the Operations Department created a new position of Plant Process Forman. This position will be responsible for monitoring and maintaining plant process, equipment and controls, and to oversee critical plant process decisions to maintain excellent plant performance. The employee that's filling this position, Nathan Jarvis, is one of our key operators that's been at the District since 2016 and has demonstrated an incredible amount of responsibility and attentiveness in improving our already outstanding process. He was working for our collection's department when an Operator Trainee position opened. After taking the Trainee position he aggressively went after obtaining his FDEP wastewater license which he's currently at a "B" level and studying for his "A". Nathan has demonstrated each and every one of our current District Core Values and has displayed an outstanding positive attitude throughout the time he's been in Operations. Placing employees of this caliber into key positions where they can make the largest beneficial impact creates a strong foundation in supporting this department. We couldn't be prouder of Nathan and the example he's setting forth for the rest of the department and District staff. This is a great example and demonstration of two of our District Core Values, **Innovation and Lean**.



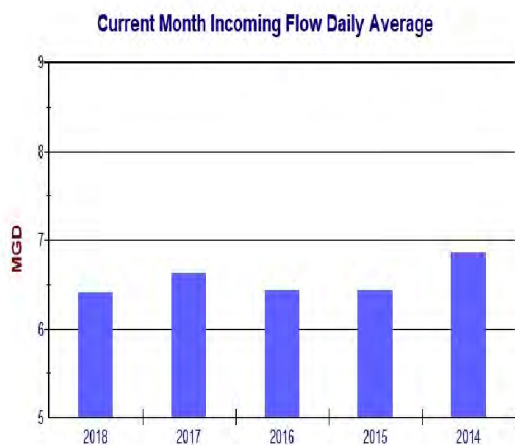
We have had another great month of no permit exceedances.



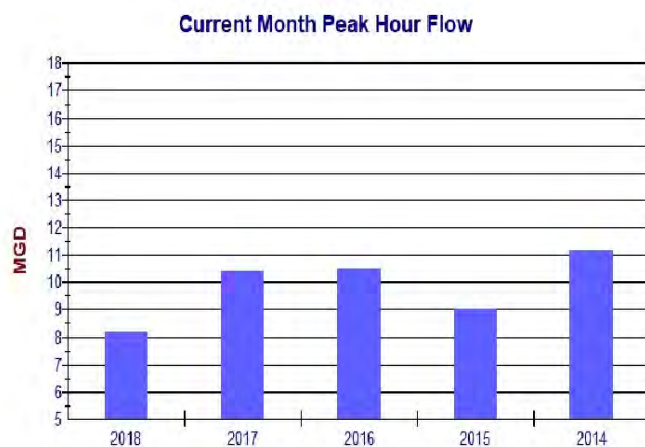
The plant total flow for the month of October was 198.72 million gallons.



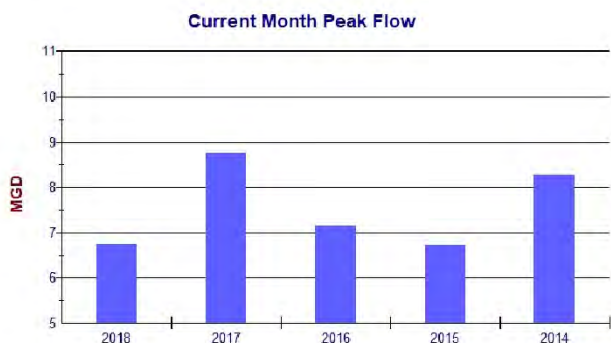
2.04 inches of rainfall was recorded at the plant site during the month of October.



The treatment plant incoming flow for the month of October averaged 6.41 MGD compared to 6.61 MGD one year ago, for the same month.

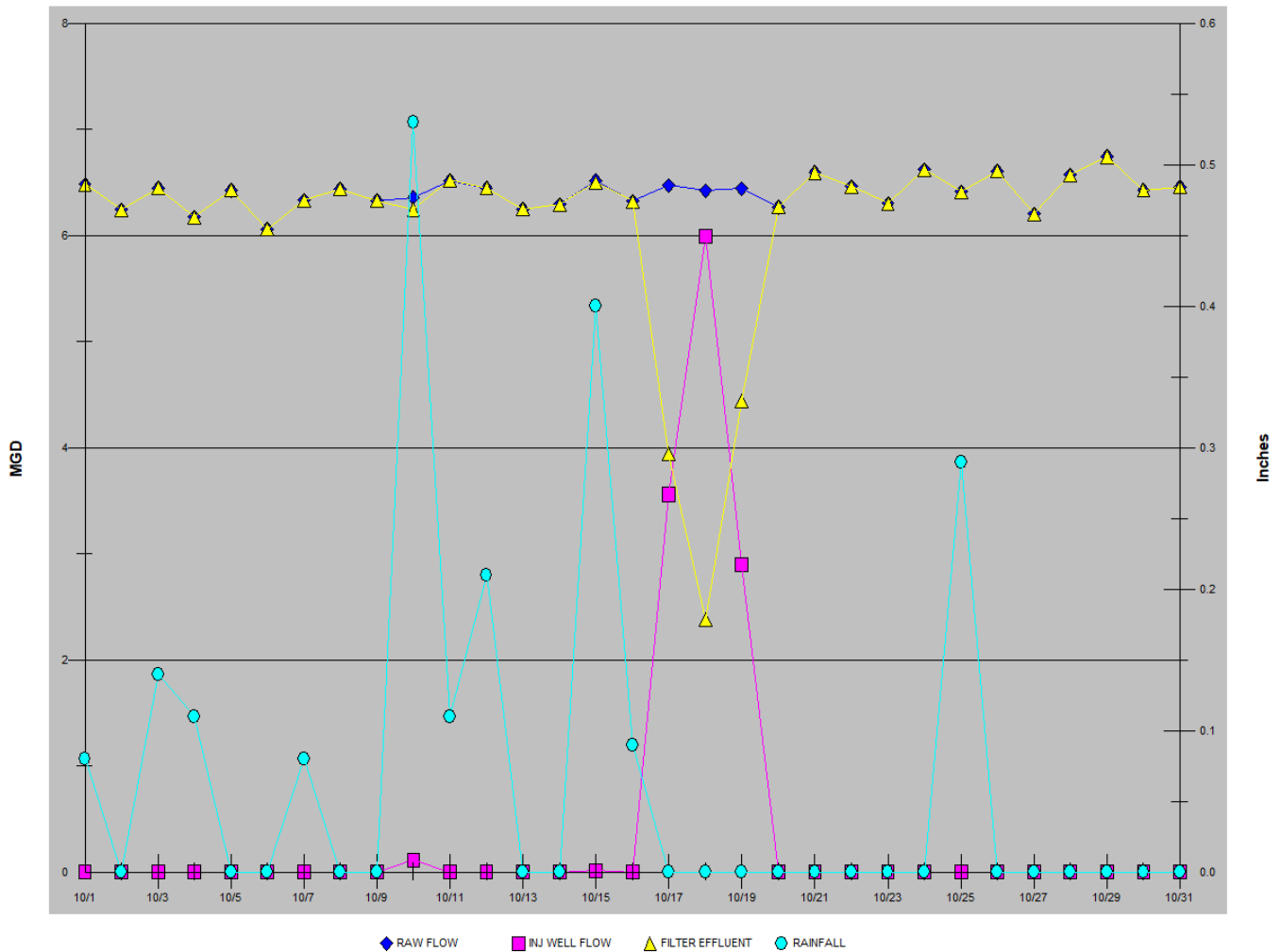


The peak hourly flow rate in October was 8.16 MGD.



The greatest single day average flow in October was 6.75 MGD.

For the month of October, the plant received 198.72 MG of influent flow of which 190.61 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 2.04 inches of rain during the month and 66.00 million gallons of blended effluent was diverted to the Injection Well. Overall, 95.62% of incoming flows was recycled for IQ use and the plant delivered 209.65 million gallons of IQ water to the Reuse customers.



Year to date, the plant recycled 70.11% of all incoming flow and the total amount of IQ water delivered to reuse customers stands at 1,592.05 million gallons.

All required monthly reporting has been submitted on time.

Safety / Compliance

Safety Training for the month of October reviewed “Bloodborne Pathogens.”

Bloodborne pathogens are infectious microorganisms in human blood that can cause disease in humans. These pathogens include, but are not limited to, hepatitis B (HBV), hepatitis C (HCV) and human immunodeficiency virus (HIV).

Routes of exposure.

- Contact with bleeding coworker.
- Contact with blood.
- Touching a contaminated surface.
- Using tool cover in dried blood.

Standard precautions in preventing transmission of Bloodborne Pathogens.

- Review the ECP and OSHA regulations.
- Take universal precautions.
- Use personal protective equipment.
- Follow safe work practices.
- Get the hepatitis B vaccination.
- Closely follow decontamination and disposal procedures.



The District has zero (0) OSHA recordable injuries to report for the month of October.

The District has had to report no lost time due to injuries for the month of October.

Treatment Plant

Innovation:

BELOW. Operations is in the process of upgrading our current biosolids processing system, using automation of vital components to gain a more effective process. The photo below is of a new moisture sensor that was installed to capture a real-time moisture content of dewatered biosolids immediately after processing. By closely and continuously monitoring moisture content, we can achieve a much drier biosolid (cake) leaving the plant. The drier the cake the better, meaning we're reducing the amount of water being hauled to NEFCO for processing and pelletizing. Another advantage we'll see of continuous monitoring is in reduction of our polymer usage, a chemical used to coagulate solids in liquid form during the dewatering process. This is a small step of the larger journey toward automation of our processes.



Maintenance

BELOW. The existing fiberglass plates covering Headworks are in need of replacement, and a permanent solution to the deteriorated covers is to have them replaced with aluminum plates. Aluminum plates have been installed on the east bar screen channel and, as shown in the pictures, remaining fiberglass covers will be replaced over the coming month.



LEFT. This spool piece from Reuse Station #518 needed to be replaced. The Maintenance Department was able to fabricate new flanges and weld the new spool piece, ensuring minimal down time for the station. Having the ability to fabricate custom parts in-house allows for a quicker turnaround when needing repairs or replacements.

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



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

MEMORANDUM

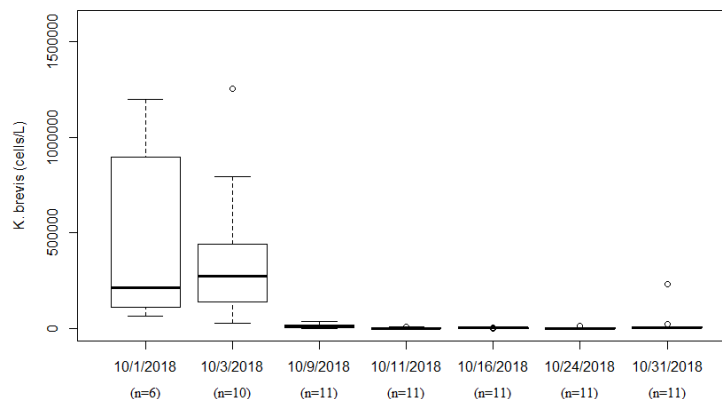
TO: Albrey Arrington, Ph.D., Executive Director
FROM: Bud Howard, Director of Information Services
DATE: November 9, 2018
SUBJECT: Monthly Governing Board Update for October 2018

WildPine Ecological Laboratory

Red Tide

In October, LRD staff began collecting samples in response to a rare 'red tide' event. To date, LRD staff collected 71 water samples (1-2 times per week at 11 locations in northern Palm Beach and Southern Martin counties) that were analyzed by Mote Marine Lab for algal cell counts of *Karenia brevis*, the dinoflagellate species that causes Red Tide and the associated health effects. We continue to post all area results to our web map - <https://tinyurl.com/LRDredtide>.

One week after the initial red tide event that had algal counts over 1 million *K. brevis* cells/L, average values returned to low, very low and/or background levels (<10 000 *K. brevis* cells/L). The figure below shows median (-), upper and lower quantiles (box) and whiskers (upper and lower limits) for *K. brevis* algal counts. Despite the decrease over time, we measured a spike in *K. brevis* on October 31 (Medium levels at Blowing Rocks Preserve Beach; shown as the circle outlier in below figure), following some strong north winds that may have transported some higher concentrations of cells from the north. Because NOAA and FWC's remote sensing data suggests there might be additional algae working in from the Gulf of Mexico, we plan to continue a scaled-back level of monitoring at 2 to 4 sites for the next few weeks, in addition to relying on the lifeguards for reporting conditions.



Box and whisker plot showing the distribution of 'red tide' algal counts in our area since October 1, 2018

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

James D. Snyder
Chairman

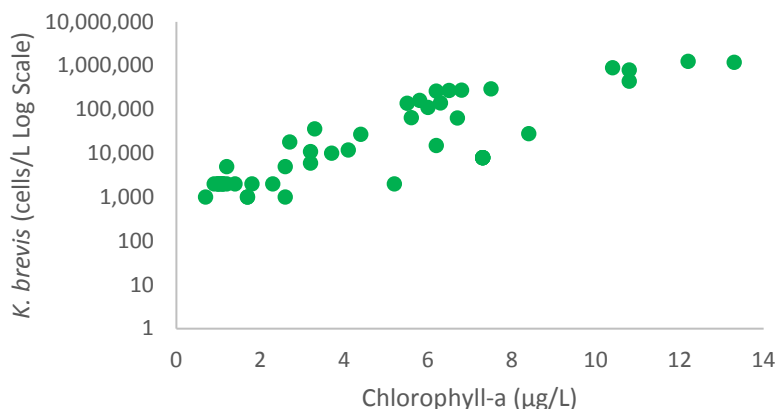
Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
Board Member

Riverkeeper Project

District and Town of Jupiter Staff collected water quality samples from 25 monitoring stations in October. With the exception of chlorophyll, water quality was relatively good for October when compared to the State and Federal Numeric Nutrient Criteria (NNC) water quality standards.

Chlorophyll-a concentrations throughout the river and tributaries peaked in October, signifying that there is an increase in algal cells particularly in the saltwater regions. When compared to the stringent NNC for each river segment, 68% of our stations sampled (n=59) during October (including our red tide sampling) scored “poor” for chlorophyll, a substantial increase from only 13% in September. The highest concentration of chlorophyll-a was 62 µg/L at station TPJ in Jones Creek which drains into the Southwest Fork. The average for all sites was 9 µg/L which isn’t that bad in freshwater systems. However, the marine and brackish sections of the river exceeded NNC by 2-3x, which was likely related to the high *K. brevis* concentrations. The figure below shows the relationship between uncorrected chlorophyll-a values (x-axis) and *K. brevis* cells/L (y-axis) for additional samples collected as part of the red tide monitoring (all samples shown in figure were collected during high tide with salinities ≥ 32 ppt).



Correlation plot of red tide algal cells (K. brevis) to chlorophyll values throughout the recent red tide event in our area.

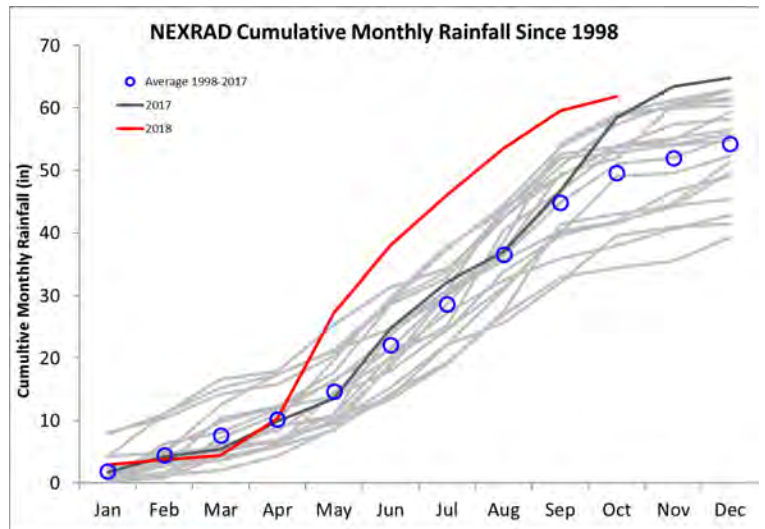
In October, the proportion of stations scoring “poor” for fecal coliform bacteria throughout the watershed dropped from 17% in September to 8% (only 2 out of 25 stations) based on DEP’s threshold of 800 MPN/100 mL. Both poor stations were in the Jones and Sims Creeks basins, with the highest concentration of fecal coliforms (1,722 MPN/100 mL) in the Caloosahatchee Culvert (CALC) in Jones Creek. Average fecal bacteria concentrations for all sites was 204 MPN/100 mL, down from 403 MPN/100 mL in September. The enterococcus bacteria counts in the brackish and marine segments of the river were similar to last month (46% poor) with 50% scoring “poor”. Mean enterococci bacteria concentrations for all sites was 258 MPN/100 mL, down from 402 MPN/100 mL in September. The highest concentration of enterococci (1,565 MPN/100 mL) was, again, at the CALC site in Jones Creek.

Total Phosphorus (TP) concentrations degraded a bit for October with 20% (5 out of 25) of the stations monitored for TP scoring “poor”, up from 6% in September. The maximum TP concentration was 0.062 mg/L at St. 65 (NWF at Kitching Creek). The average TP for all sites was 0.042 mg/L.

All sites tested for Total Nitrogen (TN) were “good” in October, with all 25 stations below the NNC for each river segment for the third month in a row. The highest TN concentration was 1.0 mg/L at two sites - stations 86, which drains into the C-18 canal from Jupiter Country Club, and 74DW in Sims Creek. The average TN for all sites was 0.6 mg/L.

Hydrologic Monitoring

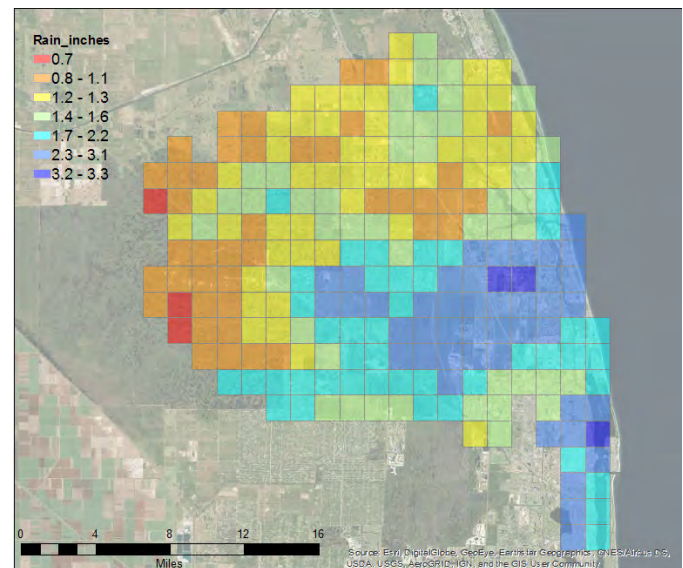
October ended with a monthly rainfall total of 2.3", considerably less than the historical monthly average of 4.8". October makes the third consecutive month with less than average monthly rainfall, which followed three consecutive months (May-Aug) of much higher than average monthly rainfall. Combined, our year to date (Jan-Oct) cumulative rainfall for 2018 is now 61.9", or 25% higher than the twenty-year average of 49.7" for October. Radar recorded rain in the watershed on 20 days during October, with the largest single daily rainfall of 0.4" occurring on October 11. The western regions of the watershed have been experiencing somewhat of a reprieve from rainfall during the last couple months; this region received substantial rainfall from May through July but recently has been drier. Entering the dry season, rainfall has shifted eastward with the greatest rainfall occurring near Abacoa and Palm Beach Country Estates and south to Juno.



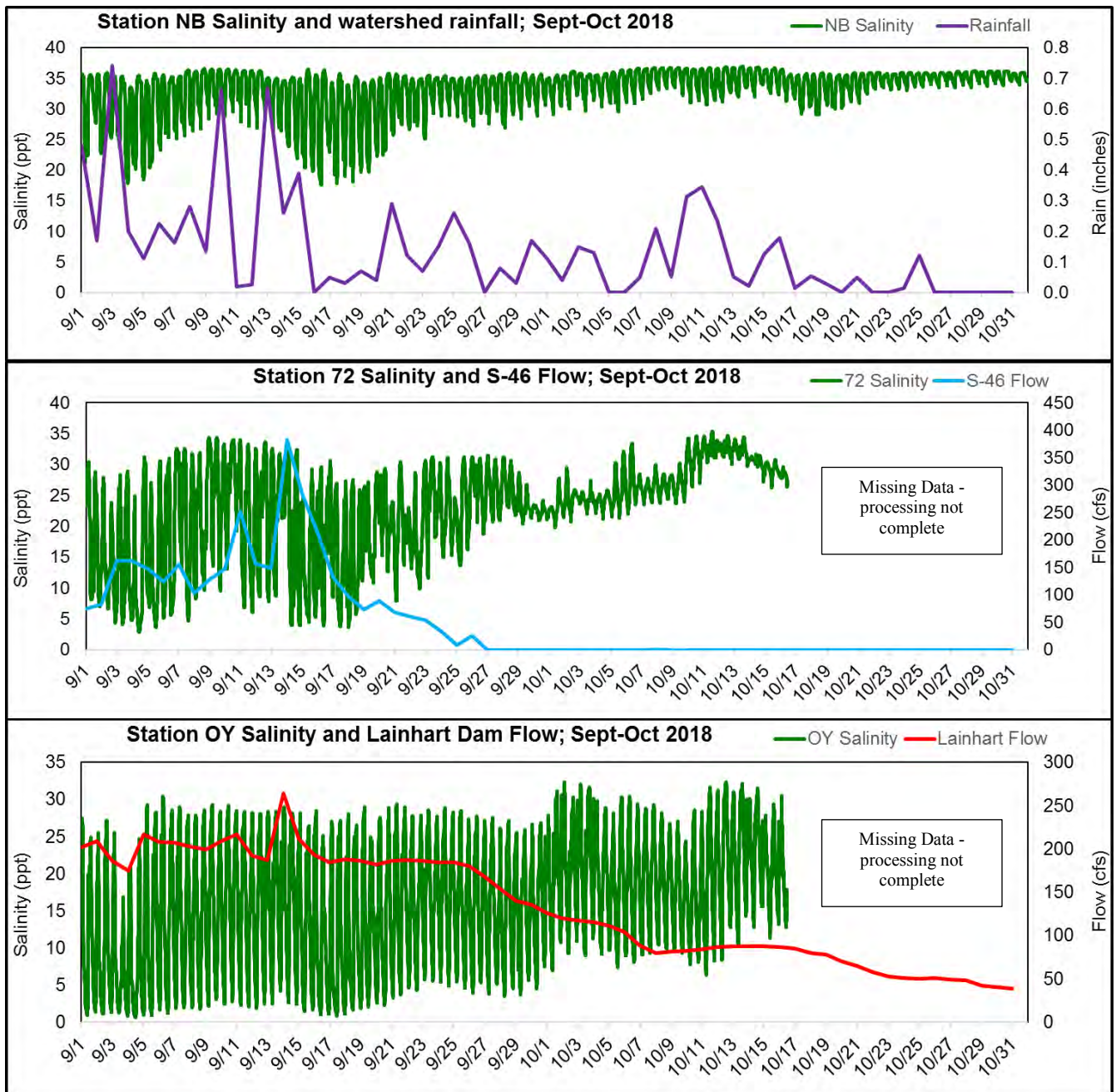
Cumulative annual rainfall using NEXRAD radar-based data. Red line indicates current 2018 cumulative rainfall total. Blue circles indicate mean accumulative rainfall since 1998. (2017 indicated as dark gray line).

With lower rainfall, flows over the water control structures stabilized and is on a general decreasing trend. Lainhart Dam had mean daily flows of 77 cfs with constantly decreasing flow from 126 cfs on October 1, to 39 cfs on October 31. Flow over the S-46 ceased in September and there was no measurable flow at this structure for October

Decreased river flows and urban runoff stabilized salinities measured at downstream portions of the estuary (figure next page). Salinity measured at the North Bay site has returned to full saline conditions with only slight fluctuations caused by small rain events experienced mid-month. The cessation of flow through the S-46 flood control structure this month increased and stabilized average daily salinity at Station 72 at Loxahatchee River Road in the southwest Fork. The decreasing flows over Lainhart Dam had an observable impact on both average daily salinity and daily range of salinity measured at the downstream "OY" datasonde site in the Northwest Fork, adjacent to the oyster habitats (see bottom figure below).



Rainfall distribution across the watershed using NEXRAD data. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall.



Figures above shows relationship between daily rainfall (purple), river flows measured at S-46 in the Southwest Fork (blue), Lainhart Dam in the Northwest Fork (red) and salinity for the months of July and August. Salinity is measured at North Bay (NB) just west of the RR Tracks (top pane), Station 72 Loxahatchee River Road bridge (middle pane) and Oyster Site (OY) in the Northwest Fork (lower pane).

Oyster Settlement Monitoring

Oyster spat settlement monitoring for the 28-day period ending October 18 is complete. As anticipated, oyster spawning activity picked up slightly through the fall season and is higher than average for the period, especially in the Northwest Fork where average setting density of 5,875 spat m² was observed. The highest density was found in the downstream sample site with an average density of 7,685 spat m² (65%) while density at the upstream site was 4,064 spat m². Average settlement density in the Southwest fork was about half that of the Northwest fork at 3,032 spat m² with most of the settlement occurring in the downstream site where density of 4,219 spat m² (72%) was observed. Historically, this period marks the end of oyster spawning and settlement season.

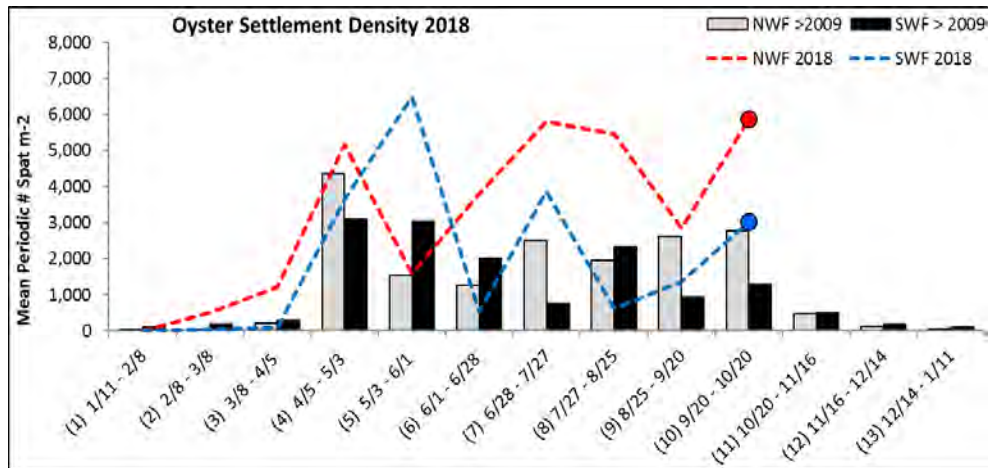
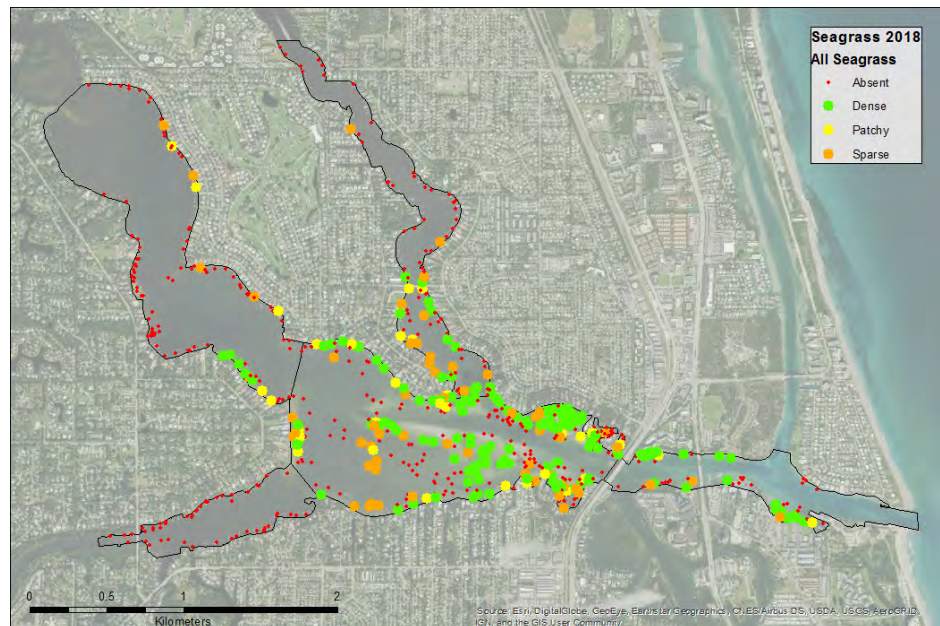


Figure shows mean density of most recent oyster spat settlement in the NWF and SWF (red and blue circles respectively) compared to historical means from 2009-2017 (gray and black bars).

Seagrass Monitoring and Mapping

In October, staff from the lab, as well as several of our valuable interns and volunteers, completed the summer 2018 Loxahatchee River estuary seagrass mapping and assessment project. For this work 656 sample points were randomly selected from a collective pool of the 2007 and 2010 mapping points and revisited to evaluate changes in seagrass presence/absence. 13 people worked a total of 361 hours collecting valuable data that will not only document seagrass distribution and species composition, but will allow direct comparison with historic seagrass conditions from 2007, 2010, and 2014. Of the 656 points that were revisited, 37.5% had seagrass present. By far, the most widely distributed and commonly encountered seagrass was Shoal grass (*Halodule wrightii*) and



Map of seagrass sampling points for estuary-wide seagrass mapping project for summer 2018. The green, yellow, and orange dots indicate seagrass presence in descending presence score while small red dots indicate seagrass absence (seagrass score from 0 – 9). Each study point represents 9 square meters.

Information Services

Johnson's grass (*Halophila johnsonii*) at 29.6% and 24.5% respectively, and were found in all but the Southwest fork regions. The Southwest fork region had no seagrass present at any of the sampling points. Manatee grass (*Syringodium filiforme*) and Paddle grass (*Halophila decipiens*) were far less encountered at 0.3% and 0.4% respectively. The distribution of both Manatee grass and Paddle grass was mostly limited to the Central Bay and lower North fork region and along the north shore just east of the railroad bridge. Turtle grass (*Thalassia testudinum*) was found at only 0.1% of the sample points and is not considered a widely distributed seagrass in the Loxahatchee River. We will provide a summary of our findings in a future watershed status report.

Volunteer Water Quality Monitoring Program



October's Volunteer Water Quality grade was a solid "A", with five of the six reporting sites getting the top score. The only deviations were the average pH values at stations 30 and 107 were low for the month. The average clarity at station 62 were less than optimal and scored a "Fair" for the month. All in all, it was a great month for the volunteer water quality results.

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	82.0	2.3	33.7	8.2	6.2	94.3	1.0	Good	Good	Good	Good	Good	Good	100.0	A
LR30V	80.9	1.5	32.3	7.7	7.3	110.0	1.0	Good	Good	Fair	Good	Good	Good	88.3	B
LR52V	81.8	VAB	30.3	7.9	5.5	82.3	1.0	VAB	Good	Good	Good	Good	Good	100.0	A
LR52.5V	78.2	0.7	28.0	8.1	5.6	80.9	1.0	Good	Good	Good	Good	Good	Good	100.0	A
LR62V	77.0	1.0	14.0	7.7	4.6	59.8	1.0	Fair	Good	Good	Good	Good	Good	91.7	A
LR107V	77.9	VAB	5.5	7.8	4.1	51.8	1.0	VAB	Good	Fair	Good	Good	Good	90.0	A
Average	79.6													95.0	A

VAB (Visible at Bottom)
DO (Dissolved Oxygen)

scale: 0=poor 2=fair 4=good

Customer Service

Payment Processing

Our 4th Quarter Bills went out on October 11 to our 32,247 active customers. Over 11,500 of our customers quickly paid their bills that totaled over \$1.76M. There were no remarkable observations in the various payment methods, though we are looking forward to the new count of customers that have scheduled their autopay on the due date. Q4 Bills are due November 14 and as of November 7, over 60% of our customers have paid their quarterly bill.

Delinquency Processing

This quarter we are processing only 13 new liens – the second time with such low counts. In addition, we applied the lowest amount of interest charges to delinquent accounts (27% lower than Q3 2017) indicating a new low amount of outstanding debt on unpaid accounts. Our improved systematic delinquency process, with multiple steps of clear communication, is clearly working in this thriving economy.

Information Technology

Deep Bed Filters

IT Staff coordinated with the Operations Department to ensure proper integration and operation of both the Deep Bed Filters and the newly rehabbed Filter Pump Station #1.

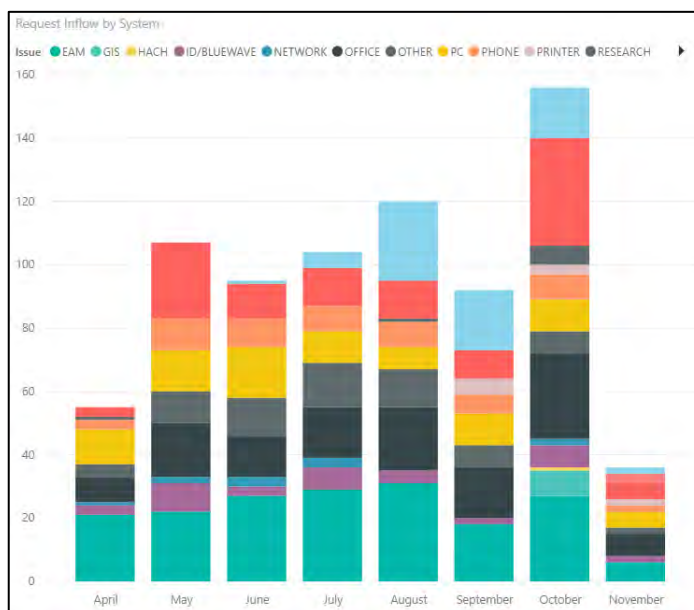
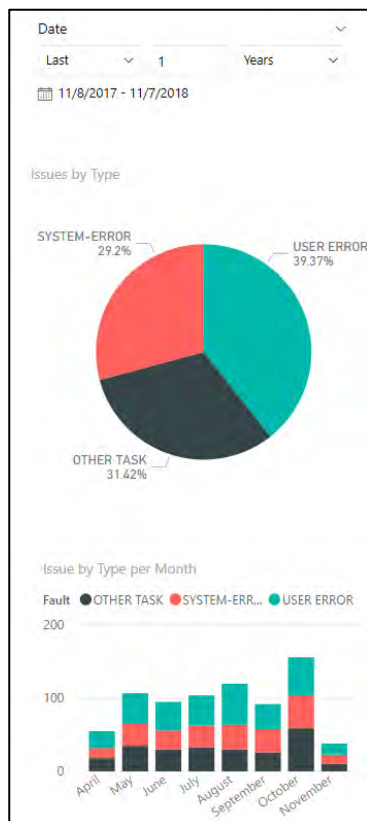
We have taken the following steps to ensure we have successful operation on this new system:

- Updated and tested programming of control system which includes both regular operation and additional safety features.
- Reviewed trend data to confirm efficient operation and made appropriate requests/changes.
- Re-checked instrumentation for accuracy and requested modification where necessary

IT Help Desk Analytics Page

In an effort to better monitor the various types of IT issues affecting District staff, and to spot trends to be more proactive in addressing issues, staff have created an analytics page to help us visualize and monitor types of issues reported to IT staff. Below are a couple of examples of data visualized on the interactive analytics page.

Request by System (right) gives us an idea which system (phones, printers, network, etc.) are receiving the most service requests. By monitoring these patterns we can identify growing issues and help plan resources accordingly such as training, feature requests, or system upgrades.



Issues by Type (left) helps us understand the cause of the problems we are having – user errors, system errors, etc. These help us identify training opportunities for staff, or capture system errors which do not appear in our monitoring systems/logs.

Loxahatchee River Environmental Center

November 2018



River Center Summary Statistics

LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD



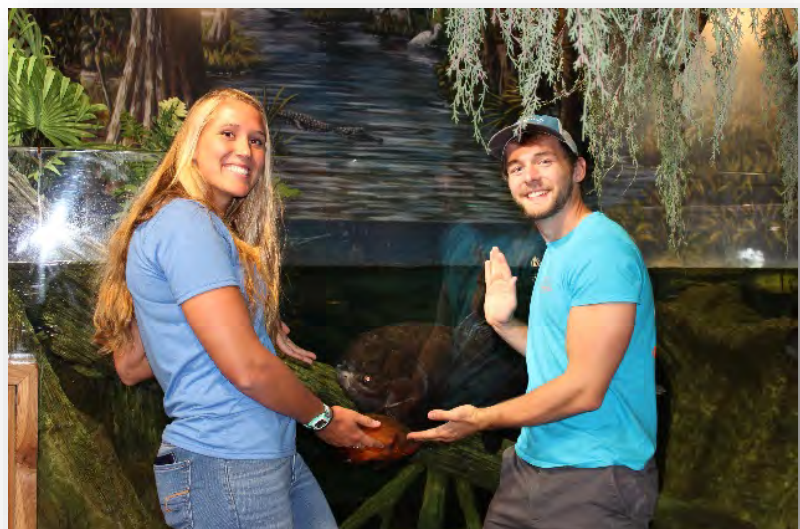
	Total Visitors	School & Camp Visitors	RC Offsite Programs	RC Onsite Programs	RC Staff Guest Appearances	Program Cancellations	Volunteer Engagement	1st Time Visitors	Visitor Satisfaction	Staff Assessment	Environmental Stewardship	Expenses	Program Revenue
Benchmark / Customer Expectation	% of Target	% 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%		103%	27%	N/A	N/A	N/A	111%	124%
2017 Oct	103%	107%	90%	156%	304%	11%	79%	113%	4.7	N/A	N/A	98%	104%
Nov	139%	145%	1120%	265%	600%	0%	67%	92%	N/A	N/A	N/A	93%	100%
Dec	126%	113%	150%	125%	18%	8%	117%	50%	5.0	4.0	78%	96%	101%
Jan	121%	78%	117%	122%	15%	13%	233%	98%	4.9	4.2	88%	96%	101%
Feb	118%	133%	169%	155%	124%	0%	162%	67%	5.0	4.1	90%	85%	87%
2018 Mar	104%	83%	263%	143%	186%	11%	79%	46%	4.7	3.9	93%	93%	75%
Apr	89%	66%	227%	113%	480%	24%	205%	84%	4.2	4.0	88%	91%	49%
May	139%	81%	120%	282%	0%	0%	295%	54%	4.8	3.6	97%	83%	41%
June	100%	113%	181%	108%	0%	42%	99%	79%	5.0	3.9	99%	87%	86%
July	102%	90%	202%	114%	0%	9%	145%	78%	4.8	3.9	98%	91%	78%
Aug	106%	59%	157%	109%	0%	0%	79%	136%	4.6	4.6	87%	88%	102%
Sept	96%	95%	168%	144%	0%	0%	138%	163%	4.8	3.3	93%	82%	100%
Oct	120%	163%	120%	214%	160%	9%	150%	150%	4.5	4.2	83%	101%	160%
Consecutive Months at Green	6	2	13	13	1	0	2	3	10	1	0	1	3
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
Program Cancellations	UB Kinsey Elementary cancelled 2 days of program (approximately 100 students)
Environmental Stewardship	We got a couple of low scores at events (not education programs)

River Center General

Lecture Series

On Friday, November 2nd, the River Center welcomed two Coral Restoration Foundation education interns, Austin Schlenz and Kristin Anderson. Their presentation discussed the efforts of the Foundation in replanting coral species around Southern Florida and the importance of ocean conservation. It was a wonderful presentation and we look forward to working with the foundation again in the future. We had about 72 participants attend this presentation.



Special Programs

Loxahatchee by Night – Haunted Aquarium Campfire

The River Center kicked off the “Loxahatchee by Night” Camp Fire season on Friday, October 19th with our special “Haunted Aquarium” themed event. Visitors, decked out in their various Halloween costumes, enjoyed spooky activities all over the center. These activities included experiencing our “Witch’s Library” located in our classroom which was decked out with crafts and fun coloring activities. Outside the center, a creepy creature scavenger hunt took place through our garden, a spooky hayride drove guests around the park, and a bounce house rounded out the event by the chiki hut. This event drew quite a crowd with over 470 visitors in attendance. It was a fantastic night at the center and we hope that our next campfires are just as successful. A big thank you to the Maintenance Department for building the sides for the hayride and to Kyle Shepherd for driving our guests around the park.

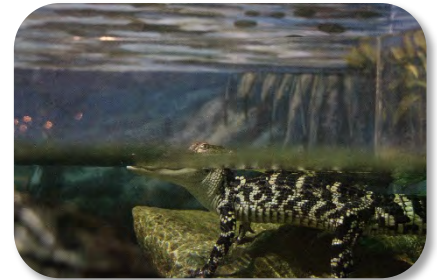


Kayak Tour: Pine Glades

On Tuesday, October 16th the River Center hosted a Public Kayak Tour to Pine Glades Natural Area. On this beautiful afternoon paddle through the calm waters of the marsh, guests saw a variety of wildlife including alligators, herons, osprey, and limpkins! It was a great day out on the water and we had 5 guests participate in this paddle.

Homeschool Workshop: Ecosystems Architects: Reptiles of the Loxahatchee Swamp

On Thursday, October 18th, the River Center hosted its monthly homeschool workshop designed for students 5-11 years old. Thirty-two students participated in the Ecosystem Architects: Reptiles of the Loxahatchee class where they learned about what ecosystems are and focused on Florida’s freshwater Cypress Swamp. They also learned how reptiles such as alligators, snakes, and turtles are eco-enrichers and ecosystem architects of the Wild and Scenic Loxahatchee River. Students designed a restored wetland and played “How Many Alligators can live in this Swamp?”



Art in Nature Homeschool Class

The River Center hosted its first homeschool “Art in Nature” workshop on Thursday, October 18th. This course was hosted by Brenda Nickolaus from Art in Nature, and provided instruction for students to create their own work of art. The inspiration is to get outside and help children connect with nature on a new level. This workshop will be offered monthly with different themes, art mediums, and techniques.

2018 Amateur Photography Contest

From September 4th thru October 16th the River Center hosted our Amateur Photo Contest. This contest was comprised of three categories: Flora, Fauna, and Human Interaction, with the goal of getting people outside and enjoying our beautiful Loxahatchee River. We had 23 artists



submit 48 photos across the categories in the competition. For the judging process we welcomed Benji Studt from Palm Beach County's Department of Environmental Resource Management, to decide the winners. Benji is an avid wildlife and nature photographer and was the perfect person to judge the submissions. Our grand prize winner was 16-year-old Edwin Wilke, for his submission entitled "Special Delivery." His photo (above) was an endangered wood stork chick. We look forward to our next photo competition and hope for increased participation next year.

Outreach

Mini-Conference: League of Environmental Educators of Florida (LEEF)



The League of Environmental Educators in Florida (LEEF) is the professional organization for environmental education in Florida-advancing environmental literacy and promoting stewardship through excellence in environmental education. LEEF is a non-profit organization established in 1981 to promote environmental education in Florida at all levels and through a variety of methods and resources. As the Florida affiliate for the North American Alliance for Environmental Educators, LEEF enjoys collaborating with our neighboring states through the Southeast Environmental Education Alliance and currently working with several partners in the state on the Florida Environmental Literacy Plan.

On October 6th the League of Environmental Educators of Florida held their semi-annual mini conference at The Conservancy of Southwest Florida in Naples, FL. Megan Harris and Sara Duggan attended as representatives from the River Center and were able to tour and learn about the education department at the Naples Zoo, attend workshops, and participate in regional meetings. Megan Harris, who is the Southeast Regional Director for LEEF, presented for the first time for one of the breakout sessions.

Title: Providing Successful Science Education for Homeschool Students

Description: Providing homeschool programs and workshops in an informal setting can sometimes be a challenging and difficult endeavor. This presentation will focus on how to combat and overcome some of the frustrations that science education providers run into. The River Center has developed and maintained successful field trips and workshops for homeschooling families. We will discuss the right formula for time frames, age levels, topics, activities, and administrative processes to create engaging and positive homeschool programs.

Fire Fest – Jonathan Dickinson State Park

On Saturday, October 20th, Jonathan Dickinson State Park hosted over 3,200 visitors at their annual Fire Fest event. Fire Fest is a fun-filled family event emphasizing the importance of fire safety and the role of prescribed fire in Florida. The Florida Park Service's District Five Fire Team led prescribed burn demonstrations which included a helicopter putting the fires out. Along with these exciting demos visitors enjoyed interactive exhibits, crafts, activities and scavenger hunts. It was a great event and we look forward to attending next year!



Volunteer of the Month – Chloe Wilkins

This month the River Center would like to acknowledge Chloe Wilkins as our Volunteer of the Month. Chloe Wilkins is a new volunteer and blew us a way by how quickly she jumped in at the Halloween campfire. This was Chloe's very first time volunteering with us. She was stationed at our touch tank during the whole event. She did a wonderful job educating the 400 or so children that came by. She did a excellent job and we really appreciate her help and willingness to dive right in!



Upcoming River Center Events

RSVP at www.lrdrivercenter.org/events-calendar
rivercenter@lrecd.org or 561-743-7123

November 15, 4 pm – 6 pm: ERM Kayak Tour: Join the Environmental Resources Management Division of Palm Beach County and the River Center for a Kayak Tour to Pine Glades Natural Area. Paddle along through the fresh water marsh on our naturalist led tour for great views of local wildlife. All equipment will be provided but interested participants should bring water shoes, sunscreen, and plenty of water! RSVP to ERM.

November 16, 2 pm – 3:30 pm: Nature Hike – Frenchman’s Forest: Our Naturalist Series is back! Join the River Center on Friday, November 16th for our Nature Walk through Frenchman's Forest. Walk along the guided paths and immerse yourself in this local natural area. Interested participants should wear closed toed shoes, comfortable clothing and bring plenty of water. Make sure to RSVP to this event! Space is limited.

November 17, 10:30 am – 12:30 pm: Loxahatchee Boat Tour – Sandbar & Sea Shells: 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 some sunshine! Make sure to bring water, snacks, water shoes, and snorkel gear! The boat will launch from Burt Reynold's Park. Registration is required to attend, Space is Limited!

November 17, 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.

November 20, 10 am – 2 pm: School’s Out Crafts & Activities: Join us in the River Center classroom for some FREE arts and crafts, games, activities, music, and fun. This is a free event and no RSVP is required to attend or participate. Our crafts are designed for children ages 3-10. Make sure you don’t miss out on this exciting summer event!

- November 24, 10 am – 2 pm: Science Day:** Join the River Center for a day of exciting science fun! Participants can test out different experiments, partake in crafts and enjoy some great educational fun! This program is free and no RSVP is required to attend or participate.
- December 7, 12 pm – 1 pm: Lecture:** Join the River Center on Friday, December 7th for our monthly lecture series! Our December Speaker is Larry Wood, Researcher with Florida Hawksbill Project, who will discuss the current status and research concerning Hawksbill sea turtles. Prior to the lecture lunch will be served.
- December 20, 10 am – 2 pm: Craft-a-Palooza:** Join us in the River Center classroom for some FREE arts and crafts, games, activities, music, and fun. This is a free event and no RSVP is required to attend or participate. Our crafts are designed for children ages 3-10. Make sure you don't miss out on this exciting summer event!
- December 21, 2 pm – 5 pm: Loxahatchee Boat Tour:** Take a trip up the beautiful, Wild and Scenic Loxahatchee River aboard an adventure vessel with Aqua Adventure Tours led by a River Center Naturalist. See the different habitats of our estuary, explore the untouched and protected areas of the river and participate in some hands-on activities on-board. Cost: \$40/person – book online.
- December 28, 10 am – 2 pm: Science Day:** Join the River Center for a day of exciting science fun! Participants can test out different experiments, partake in crafts and enjoy some great educational fun! This program is free, and no RSVP is required to attend or participate.
- December 29, 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.
- January 1, 10 am – 3 pm: Go Outside!** Explore River Center's garden with an I Spy and Scavenger Hunt. Find leaves, bugs, and more then check them out under magnifying glasses and microscopes. Design your own garden or make your own scavenger hunt map.
- January 2, 2 pm – 5 pm: Loxahatchee Boat Tour:** Take a trip up the beautiful, Wild and Scenic Loxahatchee River aboard an adventure vessel with Aqua Adventure Tours led by a River Center Naturalist. See the different habitats of our estuary, explore the untouched and protected areas of the river and participate in some hands-on activities on-board. Cost: \$40/person – book online.
- January 3, 10 am – 2 pm: Craft-a-Palooza:** Join us in the River Center classroom for some FREE arts and crafts, games, activities, music, and fun. This is a free event and no RSVP is required to attend or participate. Our crafts are designed for children ages 3-10. Make sure you don't miss out on this exciting summer event!
- January 4, 10:00am – 12:30 pm: Exploring Archery:** Join the River Center for our introductory archery workshop! Learn about the complex history of archery, uses, safety and basic skills. All equipment will be provided but interested participants should bring comfortable clothing, closed toed shoes, water and sunscreen.

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

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



MEMORANDUM

TO: Governing Board

FROM: Administration Staff

DATE: November 8, 2018

SUBJECT: Consultant Payments

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	\$5,396.51	\$5,396.51
Hazen	\$6,304.77	\$6,304.77
Holtz	\$6,951.25	\$6,951.25
Mathews	\$10,767.98	\$10,767.98

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.

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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

Future Business



Neighborhood Sewering:

- Preliminary Assessment-Turtle Creek Subsystem 2
- Preliminary Assessment-Turtle Creek Subsystem 3
- 18870 & 18890 SE Country Club Drive - Notice of Intent to Assess

Other:

- Jupiter Farms Elementary Force Main Construction Contract
- Lift Station 82 Conversion Engineering Contract
- Low Pressure Pump Purchases
- Executive Director Annual Review
- Reschedule December Meeting