



Wednesday, March 27, 2024, 5:30 p.m.

GRU Administration Building

301 SE 4th Avenue

Gainesville, FL 32601

Authority Members

Craig Carter - Chair

James Coats, IV - Vice-Chair

Robert Karow - Member

Eric Lawson - Member

Vacant

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**A. CALL TO ORDER**

Agenda Statement: The Gainesville Regional Utilities Authority encourages civil public speech. The Gainesville Regional Utilities Authority expects each person entering this chamber to treat others with respect and courtesy. Speakers are expected to focus on agenda items under discussion. Signs, props, posters, food, and drinks should be left outside the auditorium.

**B. ROLL CALL**

**C. INVOCATION**

**D. PLEDGE OF ALLEGIANCE**

**E. ADOPTION OF THE AGENDA**

**F. APPROVAL OF MINUTES**

1. **Approval of Minutes from the February 21 2024 Meeting**

**G. CHAIR COMMENTS**

**H. GENERAL PUBLIC COMMENT**

(for items not on the agenda, not to exceed 30 minutes total)

**I. CONSENT AGENDA**

**J. CEO/GM COMMENTS**

**K. ATTORNEY COMMENTS**

**L. RESOLUTIONS (Roll Call Required)**

1. **2024-187 Resolution Authorizing the Issuance of Not to Exceed \$45,000,000 of Utilities System Revenue Bonds, 2024 Series A for the Purpose of Refunding the Outstanding Utilities System Revenue Bonds, 2014 Series A (B)**

**Department:** Gainesville Regionals Utilities/Budget, Finance, and Accounting

**Description:** This item is related to the options available for refunding the outstanding Utilities System Revenue Bonds, 2014 Series A through the issuance and the judicial validation of the Utilities System Revenue Bonds, 2024 Series A.

On December 19, 2014 GRU issued \$37,980,000 in fixed rate debt. These were the Utilities System Revenue Bonds, 2014 Series A (the "Refunded Bonds"). The Refunded Bonds were a new money issue which provided funds for the construction, acquisition and maintenance of GRU's capital infrastructure. The Refunded Bonds have a term of 30 years, with a ten year initial call date of October 1, 2024. The call

date provides GRU the ability to refinance the debt to generate savings.

In 2020 interest rates were nearing historic lows due to the uncertainty of the COVID-19 Pandemic, and GRU's financing team determined the market environment was favorable to lock in rates to generate savings associated with a refunding of the Refunded Bonds. However, Treasury regulations precluded the ability to execute an advance refunding – defined as a refunding with the tax-exempt bonds issued more than 90 days before the initial redemption date of a bond. GRU therefore executed a forward starting swap as a method to lock in existing 2020 rates on a transaction that would become effective within 90 days of the October 1, 2024 initial call date on the Bonds. A forward starting swap would effectively lock in future refunding debt service savings, adding certainty to GRU's budgeting process.

On April 8, 2020 GRU, through a competitive process, entered into the forward starting swap with Bank of America as counterparty for \$34,025,000 of the Bonds (the "Swap"). Under the provisions of the Swap, GRU agreed to exchange with Bank of America a fixed payment of 1.054% and, in return, GRU would receive a variable payment from Bank of America of 70% of 1 month SOFR (Secured Overnight Funding Rate) effective on the initial call date of the Bonds. As part of the economic analysis, GRU assumed that, at the effective date of the Swap in 2024, GRU would issue variable rate debt to refund the Refunded Bonds. Taking into account an estimated 50 basis points for liquidity facility fees and 10 basis points for remarketing costs required for the new variable rate debt, GRU would then have a synthetically fixed rate for the refunding of 1.654%. At this synthetically fixed rate, a 2024 refunding transaction of the Bonds was estimated to provide gross savings of just under \$13 million over the life of the refunding bonds, with present value savings of approximately \$10.2 million.

The forward starting swap transaction, which GRU has utilized in the past, also offers GRU options. As the effective date of the Swap approaches, GRU has 2 alternatives:

1. GRU can elect to enter into the Swap as envisioned in 2020 and have the cash flow exchanges under the Swap begin on October 1, 2024. With this option, on or around the call date, GRU will issue new variable rate debt to refund the outstanding Refunded Bonds. Given the exchange of cashflows with Bank of America through the Swap, GRU will essentially be paying a fixed rate for the newly issued variable rate refunding bonds. The Swap will mitigate the interest rate risk on the refunding variable rate debt.
2. GRU could terminate the Swap before the cash flow exchanges begin and elect to issue fixed rate debt to refund the Bonds. When terminating a forward starting swap, a termination payment is exchanged between the counterparties to reflect changes in interest rates since the execution of the forward starting swap. The exchange of the termination payment essentially hedges GRU's refunding savings:
  - a. If interest rates are lower than 1.054%, GRU would make a termination

payment to Bank of America. This termination payment could be funded with proceeds of the 2024 fixed rate refunding bond issue. GRU would be indifferent because we would be issuing more debt, but at a lower overall interest rate.

- b. If interest rates are higher than 1.054%, GRU would receive a termination payment from Bank of America. This termination payment would be included in the 2024 fixed rate refunding and applied to the redemption of the Refunded Bonds. GRU would be indifferent because we would be issuing less debt, albeit at a higher overall interest rate.

With this strategy, the exchange of the termination payment, based on interest rate movements between the counterparties, effectively hedges the savings associated with the refunding of the 2014A Bonds. As of the latest calculation, GRU has a positive mark to market position on the swap and would receive a termination payment from the counterparty of just under \$4.4 million.

GRU, prior to determining which option to pursue for the refunding of the Bonds, would review the amount of the swap termination payment, the interest rate environment as well as the expected liquidity support fees for the refunding bonds to make a determination of which option to select for the refunding.

Uncertainty created by House Bill 1645 has introduced other potential scenarios into the process for refunding the Bonds. As detailed above, both options 1) and 2) require the issuance of Utilities System Revenue Bonds, 2024 Series A (the "2024 Bonds"), in either a fixed or variable rate form. However, at this juncture obtaining the requisite legal opinions to issue debt is dependent upon a successful bond validation process. Authorization for undertaking a judicial bond validation of the 2024 Bonds is included in the proposed bond resolution. If the bond validation process is unsuccessful, or is not completed by the call date of the Bonds, GRU has three other options to consider:

1. If the bond validation process is unsuccessful, terminate the Swap and make or receive a termination payment. Future savings of the refunding of the 2014A Bonds would be uncertain and subject to market conditions at the time the bond validation process is completed and GRU is able to execute the refunding transaction.
2. If the bond validation process is not complete by the initial call date of the Bonds, negotiate an extension of the effective date of the Swap, make or receive a termination payment covering the time period between the original effective date and the extended date, and defer the decision on refunding the Bonds. GRU would still have a degree of certainty of the amount of savings of the future refunding transaction.
3. Proceed with the Swap but have it hedge existing outstanding variable rate debt until the bond validation has been resolved.

**Fiscal Note:** As noted above, the forward starting swap is priced at 1.054%.

Assuming 50 basis points for liquidity and 10 basis points for remarketing, the synthetically fixed all-in rate of 1.654% generates estimated gross savings of \$12,955,566 over the period 2025-2044, with present value savings of \$10,205,751. The coupon rates on the Refunded Bonds range from 3.25% to 5%.

**Recommendation:** The GRU Authority adopt the Resolution authorizing 1) validation and issuance of the Utilities System Revenue Bonds, 2024 Series A to refund the outstanding 2014 Series A Bonds; and 2) the termination, amendment, or implementation of the Swap.

## M. BUSINESS DISCUSSION ITEMS

### 1. 2024-177 Development of GRU Procurement Policy (B)

**Department:** Gainesville Regional Utilities Budget, Finance, and Accounting

**Description:** This item is related to the development of the GRU Procurement Policy.

The amendment to the City Charter created under Chapter 2023-348, Laws of Florida in Article 7.12 states in part that “The Authority and the CEO/GM in making all policy and operational decisions... shall consider only pecuniary factors and utility industry best practices standards...”. As part of the transition in governance GRU has developed a proposed GRU procurement policy that is designed to be consistent with the revised Charter.

The primary changes to the existing City procurement policy are:

- Removed:
  - References to City, City Commission, City Manager, Charter Officers and substitute GRU Authority as applicable
  - Living wage, apprenticeship programs, veterans, small business and local preferences
  - Sale of surplus items
  - Donations of property
  - Loans, sales or rental to other entities
- Included:
  - Language requiring procurement processes associated with grant funded projects comply with the requirements dictated by the controlling grant agreement

Purchases over \$100,000 will be sent to the GRU Authority monthly.

**Fiscal Note:** None

**Recommendation:** The GRU Authority approve (1) the GRU Procurement Policy Revisions and (2) Changes to GRU solicitation documents to establish consistency with Chapter 2023-348, Laws of Florida.

2. **2024-188 Legal Services Selection (B)**

**Department:** Gainesville Regional Utilities Budget, Finance, and Accounting

**Description:** On January 2, 2024, Gainesville Regional Utilities released RFP-2024-020, a Request For Proposal for legal services. Due date for proposals to be submitted was February 2, 2024.

The evaluation team for this solicitation process scored the proposals on February 8. The team consisted of GRU's:

- Chief Financial Officer
- Chief Operating Officer, and
- Chief Customer Officer

The results of the scoring were as follows:

Based on these results, a Notice of Intended Award in favor of Gray Robinson, P.A. was released on February 9, 2024.

**Fiscal Note:** None

**Recommendation:** The GRU Authority accept the recommendation for the Legal Services award to Gray Robinson, P.A. and authorize the CEO/GM to negotiate and execute a contract with Gray Robinson, P.A. to provide legal service to GRU.

3. **2024-190 Main St. Water Reclamation Facility Capacity and Renewal Upgrade – Phase 1 (B)**

**Department:** GRU/Water WasteWater

**Description:** This item is providing an update on with the construction of Phase 1 scope of work. The Main Street Water Reclamation Facility (MSWRF) started treating wastewater in the 1920's. This facility has seen upgrades and expansions over its 100 years of service. The last major plant upgrade was in the early 1990s and the plant is due for significant upgrades.

The Main Street WRF Capacity and Renewal Project will replace and upgrade assets at the facility to improve wastewater treatment quality and expand the facility's capacity to meet current and future wastewater flows. The improvements to the plant will bring the facility from a 7.5 MGD (Million Gallons per Day) capacity to 10 MGD. The daily flow rate to the Main Street facility for the past 5 years has averaged 6.5 MGD with peak flows exceeding 20 MGD. Regulatory and operational requirements will require capacity increases by 2032. The improvements at Main Street Water Reclamation Facility will increase treatment capacity, prepare GRU to meet upcoming regulatory conditions, proactively address aging infrastructure, and lower operation and maintenance costs.

The project will be constructed in two phases:

- Phase 1 of the project will replace critical gravity sewer piping from downtown Gainesville that surcharges during extreme weather conditions , install a new master lift station, headworks screening and grit removal facilities, odor control facilities, security improvements, and necessary electrical and stand-by power facilities. The original headworks structure was built in 1990 and the equipment installed is no longer best industry practice and has reached the end of its useful life. Construction of this phase will begin in April 2024.

- Phase 2 of the project will replace the 1967 East Treatment Train with the latest Membrane Bioreactor (MBR) technology which will improve water quality and reduce nitrogen and phosphorus being discharged to Sweetwater Branch and Alachua Sink, via Sweetwater Wetlands Park. This phase will include additional screening facilities, MBR treatment basin, associated blower and pumping equipment, improvements to the existing clarification and disinfection systems, and necessary electrical and stand-by power facilities. Construction of this phase is planned in the 10-year capital improvement plan starting in 2026 to meet the capacity requirements by 2032. GRU Staff will request approval for this additional phase of the project in the future.

**Fiscal Note:** The funds for the Phase 1 portion of the project are included in the FY24-FY26 Water/Wastewater capital budget and is partially funded by \$22.5M FDEP Wastewater Grant Program.

**Recommendation/Next Steps:** Continue work on Phase 1 construction of Main Street Water Reclamation Facility Capacity and Renewal Upgrade Project at a cost \$50 million. Return to GRU Authority if contract previously approved increases by more than 10% per Procurement Policy. Return to GRU Authority for Phase 2.

N. MEMBER COMMENT

O. ADJOURNMENT



Gainesville Regional Utilities Authority

MINUTES

February 21, 2024, 5:30 p.m.
GRU Administration Building
301 SE 4th Avenue
Gainesville, FL 32601

Members Present: Chair Craig Carter, Vice-Chair James Coats, IV, Robert Karow, Eric Lawson

A. CALL TO ORDER

B. ROLL CALL

C. INVOCATION

Chair Carter led the invocation.

D. PLEDGE OF ALLEGIANCE

E. CHAIR COMMENTS

Citizen Jo Beatty made a point of order and requested that the GRU Authority move the "adoption of the agenda" prior to "chair comments".

Attorney Scott Walker provided guidance and stated that it is generally typical for public meetings to adopt the agenda prior to comments being made. However, he added it is appropriate for the chair to provide comments as a separate category on the agenda.

Chair Carter provided comments.

Member Karow asked to speak and added some additional comments.

Public Comment (Motion: Jim Konish, Jo Beatty, Debbie Martinez

Moved by Robert Karow

Seconded by Vice-Chair Coats

Motion: To inquire of the Attorney General an opinion as to whether House Bill 1645 allows the transfer of funds of the GSC from GRU to the City Commission.

Aye (4): Chair Carter, Vice-Chair Coats, Robert Karow, and Eric Lawson

Approved (4 to 0)

**F. GENERAL PUBLIC COMMENT**

**Public Comment:** Jim Konish, Debbie Martinez, Angela Casteel, Jo Beatty, Tom Cunilio, Chuck Ross

**G. ADOPTION OF THE AGENDA**

**Public Comment:** Jo Beatty, Jim Konish

**Moved by** Vice-Chair Coats

**Seconded by** Robert Karow

Aye (4): Chair Carter, Vice-Chair Coats, Robert Karow, and Eric Lawson

Approved (4 to 0)

**H. APPROVAL OF MINUTES**

**Public Comment:** Jim Konish

**Moved by** Vice-Chair Coats

**Seconded by** Robert Karow

Aye (4): Chair Carter, Vice-Chair Coats, Robert Karow, and Eric Lawson

Approved (4 to 0)

**1. Approval of Minutes from the February 7 2024 Meeting**

**I. CONSENT AGENDA**

**J. CEO/GM COMMENTS**

CEO/GM Tony Cunningham provided some comments.

**K. ATTORNEY COMMENTS**

Attorney Scott Walker provided some comments, including reference to a pending litigation.

**L. BUSINESS DISCUSSION ITEMS**

**1. 2024-160 Legislative Updates (B)**

CEO/GM Tony Cunningham introduced the item.

Ryan Matthews, Government Affairs and Lobbying Deputy Section Chair, of GrayRobinson (GRU's state lobby firm) provided a presentation on Legislative Updates.

No comment was provided by the GRU Authority.

**Recommendation:** The GRU Authority hear a presentation from Ryan Matthews, from GrayRobinson – GRU's state lobby firm.

Heard

**2. 2024-67 Power District Overview (B)**

CEO/GM Tony Cunningham introduced the item.

Kinn'zon Hutchinson, Chief Customer Officer, shared a presentation with the GRU Authority.

Several members asked questions regarding the item.

The chair clarified that we are not spending any funds on the space needs analysis.

**Recommendation:** The GRU Authority hear a presentation on the status of the Power District.

Heard

**3. 2024-162 Cybersecurity Update (B)**

CEO/GM Tony Cunningham introduced the Chief Information Officer, Walter Banks, who introduced the item.

T.C. Kelley, Director of Enterprise Strategy and Governance for IT, shared a presentation with the GRU Authority.

Chair Carter inquired about security at the Power Plant level. Chief Information Officer, Walter Banks, provided a response.

**Recommendation:** The GRU Authority hear a presentation from staff.

Heard

**4. 2024-168 CEO/GM Search (NB)**

Member Lawson spoke to the item.

The members inquired and spoke to whether the candidates can be kept confidential.

Attorney Scott Walker spoke to this inquiry and stated that this is not possible.

The Chair allowed citizen Jo Beatty to speak.

**Recommendation:** The GRU Authority hear an update on the CEO/GM Search.

**M. MEMBER COMMENT**

Member Karow inquired about the joint meeting with the City Commission on 2/28.

Chair Carter spoke to the inquiry.

Member Lawson spoke to the joint meeting as well.

Vice Chair Coats inquired about removing storm water and refuse from GRU bills in the future.

The CEO/GM, Tony Cunningham, spoke to the inquiry from Vice Chair Coats.

**N. ADJOURNMENT**

Chair Carter adjourned the meeting at 7:19pm

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Christine Kunkel, Clerk



## Gainesville Regional Utilities Authority Agenda Item Report

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**File Number:** 2024-187

**Agenda Date:** March 27, 2024

**Department:** Gainesville Regional Utilities

**Title:** 2024-187 Resolution Authorizing the Issuance of Not to Exceed \$45,000,000 of Utilities System Revenue Bonds, 2024 Series A for the Purpose of Refunding the Outstanding Utilities System Revenue Bonds, 2014 Series A (B)

**Department:** Gainesville Regionals Utilities/Budget, Finance, and Accounting

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In 2020 interest rates were nearing historic lows due to the uncertainty of the COVID-19 Pandemic, and GRU's financing team determined the market environment was favorable to lock in rates to generate savings associated with a refunding of the Refunded Bonds. However, Treasury regulations precluded the ability to execute an advance refunding – defined as a refunding with the tax-exempt bonds issued more than 90 days before the initial redemption date of a bond. GRU therefore executed a forward starting swap as a method to lock in existing 2020 rates on a transaction that would become effective within 90 days of the October 1, 2024 initial call date on the Bonds. A forward starting swap would effectively lock in future refunding debt service savings, adding certainty to GRU's budgeting process.

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1.654%. At this synthetically fixed rate, a 2024 refunding transaction of the Bonds was estimated to provide gross savings of just under \$13 million over the life of the refunding bonds, with present value savings of approximately \$10.2 million.

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- 2) GRU could terminate the Swap before the cash flow exchanges begin and elect to issue fixed rate debt to refund the Bonds. When terminating a forward starting swap, a termination payment is exchanged between the counterparties to reflect changes in interest rates since the execution of the forward starting swap. The exchange of the termination payment essentially hedges GRU's refunding savings:
  - a. If interest rates are lower than 1.054%, GRU would make a termination payment to Bank of America. This termination payment could be funded with proceeds of the 2024 fixed rate refunding bond issue. GRU would be indifferent because we would be issuing more debt, but at a lower overall interest rate.
  - b. If interest rates are higher than 1.054%, GRU would receive a termination payment from Bank of America. This termination payment would be included in the 2024 fixed rate refunding and applied to the redemption of the Refunded Bonds. GRU would be indifferent because we would be issuing less debt, albeit at a higher overall interest rate.

With this strategy, the exchange of the termination payment, based on interest rate movements between the counterparties, effectively hedges the savings associated with the refunding of the 2014A Bonds. As of the latest calculation, GRU has a positive mark to market position on the swap and would receive a termination payment from the counterparty of just under \$4.4 million.

GRU, prior to determining which option to pursue for the refunding of the Bonds, would review the amount of the swap termination payment, the interest rate environment as well as the expected liquidity support fees for the refunding bonds to make a determination of which option to select for the refunding.

Uncertainty created by House Bill 1645 has introduced other potential scenarios into the process for refunding the Bonds. As detailed above, both options 1) and 2) require the issuance of Utilities System Revenue Bonds, 2024 Series A (the "2024 Bonds"), in either a fixed or variable rate form. However, at this juncture obtaining the requisite legal opinions to issue debt is dependent upon a successful bond validation process.

Authorization for undertaking a judicial bond validation of the 2024 Bonds is included in

the proposed bond resolution. If the bond validation process is unsuccessful, or is not completed by the call date of the Bonds, GRU has three other options to consider:

- 1) If the bond validation process is unsuccessful, terminate the Swap and make or receive a termination payment. Future savings of the refunding of the 2014A Bonds would be uncertain and subject to market conditions at the time the bond validation process is completed and GRU is able to execute the refunding transaction.
- 2) If the bond validation process is not complete by the initial call date of the Bonds, negotiate an extension of the effective date of the Swap, make or receive a termination payment covering the time period between the original effective date and the extended date, and defer the decision on refunding the Bonds. GRU would still have a degree of certainty of the amount of savings of the future refunding transaction.
- 3) Proceed with the Swap but have it hedge existing outstanding variable rate debt until the bond validation has been resolved.

**Fiscal Note:** As noted above, the forward starting swap is priced at 1.054%. Assuming 50 basis points for liquidity and 10 basis points for remarketing, the synthetically fixed all-in rate of 1.654% generates estimated gross savings of \$12,955,566 over the period 2025-2044, with present value savings of \$10,205,751. The coupon rates on the Refunded Bonds range from 3.25% to 5%.

**Recommendation:** The GRU Authority adopt the Resolution authorizing 1) validation and issuance of the Utilities System Revenue Bonds, 2024 Series A to refund the outstanding 2014 Series A Bonds; and 2) the termination, amendment, or implementation of the Swap.

# Refunding 2014 Series A Bonds

March 27, 2024



# Refunding 2014 Series A Bonds

- On Dec. 19, 2014 GRU issued \$37,980,000 of fixed rate debt. These were the Utility System Revenue Bonds, 2014 Series A (the “Refunded Bonds”)
- New money issue to provide for construction, acquisition, and maintenance of capital infrastructure
- Coupon rates on the various bond maturities ranged between 2% and 5%
- The Refunded Bonds had a call date of Oct. 1, 2024 which represents an opportunity to refinance the Refunded Bonds for savings



# Refunding 2014 Series A Bonds

- In 2020 interest rates were nearing historic lows due to the onset of the COVID-19 Pandemic
  - Financing team determined environment was favorable to attempt to lock in rates to generate savings associated with refunding the Refunded Bonds to provide future certainty
- Treasury regulations preclude tax-exempt **advance refundings** – transactions that close more than 90 days from the call date of the Refunded Bonds
- A **current refunding** is defined as a transaction with an issue date no more than 90 days prior to the initial call date of the series being refunded
  - Initial call date on Refunded Bonds is Oct.1, 2024
  - GRU would have interest rate risk between 2020 and the 2024 call date of the Refunded Bonds
- A forward starting swap is a method to lock in existing interest rates (in 2020) until the refunding transaction qualifies as a current refunding (in 2024)

## Forward Starting Swap

AS CALL DATE APPROACHES, GRU MAKES THE DECISION

### TERMINATE THE SWAP

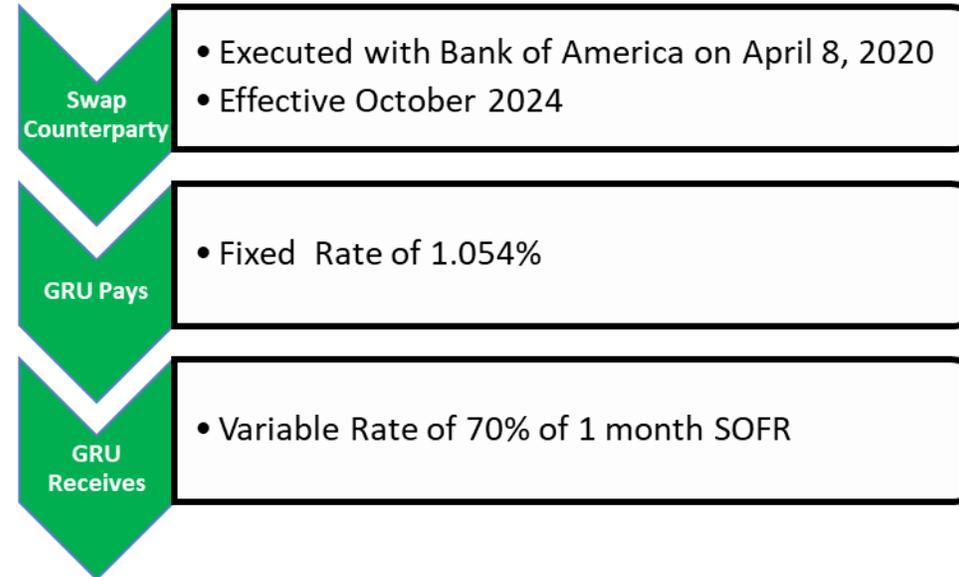
Make or receive a termination payment based on interest rate movement since the signing date of the swap

Issue new fixed rate debt to refund the existing fixed rate debt: Series 2014A

### IMPLEMENT THE SWAP

Implement the swap: cash flow exchanges begin on October 1, 2024

Issue variable rate debt to refund the existing fixed rate debt: swap will hedge the new variable rate debt



Fiscal Year	Gross Savings
2025	1,061,289
2026	1,025,821
2027	988,514
2028	949,365
2029	908,210
2030	865,046
2031	819,708
2032	772,027
2033	748,167
2034	721,578
2035	694,128
2036	638,919
2037	581,033
2038	520,136
2039	456,227
2040	389,140
2041	318,707
2042	244,760
2043	167,133
2044	85,658
<b>Total</b>	<b>12,955,566</b>

- Proposed resolution authorizes:
  - Validation and issuance of 2024 Series A Bonds to refund outstanding Refunded Bonds
  - Termination, amendment or implementation of 2014 Series A Forward Starting Swap

## **RECOMMENDATION**

**The GRU Authority adopt the proposed resolution**

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**CITY OF GAINESVILLE, FLORIDA**

**Not to Exceed  
\$45,000,000  
Utilities System Revenue Bonds,  
2024 Series A**

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**RESOLUTION NO. [\_\_\_\_\_]**

**FORTIETH SUPPLEMENTAL UTILITIES SYSTEM  
REVENUE BOND RESOLUTION**

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**Adopted March 27, 2024**

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**FORTIETH SUPPLEMENTAL UTILITIES SYSTEM  
REVENUE BOND RESOLUTION**

A RESOLUTION OF THE GAINESVILLE REGIONAL UTILITIES AUTHORITY, A UNIT OF CITY GOVERNMENT OF THE CITY OF GAINESVILLE, FLORIDA, AUTHORIZING, ON BEHALF OF THE CITY OF GAINESVILLE, FLORIDA, PURSUANT TO THE POWER AND AUTHORITY OF THE AUTHORITY SET FORTH IN THE CITY CHARTER, THE ISSUANCE, SALE, EXECUTION AND DELIVERY OF THE CITY OF GAINESVILLE, FLORIDA UTILITIES SYSTEM REVENUE BONDS, 2024 SERIES A IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$45,000,000, IN ORDER TO CURRENTLY REFUND THE CITY'S OUTSTANDING UTILITIES SYSTEM REVENUE BONDS, 2014 SERIES A AND PAY COSTS OF ISSUANCE; PROVIDING FOR CERTAIN TERMS OF THE 2024 SERIES A BONDS; APPROVING THE NEGOTIATED SALE OF THE 2024 SERIES A BONDS AND DELEGATING THE AUTHORITY TO DETERMINE CERTAIN MATTERS IN CONNECTION THEREWITH ON BEHALF OF THE CITY PURSUANT TO THE POWER AND AUTHORITY OF THE AUTHORITY SET FORTH IN THE CITY CHARTER; AUTHORIZING THE AUTHENTICATION AND DELIVERY OF THE 2024 SERIES A BONDS; AUTHORIZING THE TERMINATION OR AMENDMENT OF A CERTAIN INTEREST RATE SWAP AND DELEGATING THE AUTHORITY TO DETERMINE CERTAIN MATTERS IN CONNECTION THEREWITH; AUTHORIZING OFFICIALS AND EMPLOYEES OF THE CITY AND THE AUTHORITY TO TAKE ALL OTHER ACTIONS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE 2024 SERIES A BONDS; AUTHORIZING THE JUDICIAL VALIDATION OF THE 2024 SERIES A BONDS; PROVIDING FOR CERTAIN MATTERS RELATED TO THE RATES, FEES, ASSESSMENTS AND CHARGES FOR THE SALE AND USE OF SERVICES PROVIDED THROUGH THE UTILITY SYSTEM OF THE CITY OPERATED AS GAINESVILLE REGIONAL UTILITIES; AMENDING THE MASTER BOND RESOLUTION TO REFLECT CERTAIN AMENDMENTS TO THE CITY CHARTER; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, on September 21, 2017, the City of Gainesville, Florida ("City") adopted its Resolution No. 170395 incorporating by reference the Second Amended and Restated Utilities System Revenue Bond Resolution adopted by the City on September 21, 2017 (such resolution, as amended from time to time, being referred to as the "Master Bond Resolution"), and authorized the issuance of Bonds; and

**WHEREAS**, on May 17, 2018, the City adopted its Resolution No. 171090 incorporating by reference the Second Amended and Restated Subordinated Utilities System Revenue Bond Resolution, supplementing the Master Bond Resolution (such resolution, as amended from time to time, being referred to as the "Subordinated Bond Resolution"), authorizing the issuance of Subordinated Indebtedness junior and subordinated in all respects to the security interest in and pledge and assignment of the Trust Estate created by the Master Bond Resolution as security for the Bonds; and

**BE IT RESOLVED** by the Gainesville Regional Utilities Authority, a unit of city government of the City, on behalf of the City, as follows:

**ARTICLE I**  
**STATUTORY AUTHORITY, DEFINITIONS AND FINDINGS**

**SECTION 1.01 AUTHORITY FOR THIS RESOLUTION; RESOLUTION CONSTITUTES CONTRACT.** This Resolution (this "Resolution") is enacted pursuant to the Act. The Act includes, without limitation, Article VIII, Section 2 of the Constitution of the State of Florida, Section 159.11, Florida Statutes Chapter 166, Florida Statutes and Chapter 180, Florida Statutes and the Charter. This Resolution is supplemental to the Master Bond Resolution and is a Supplemental Resolution within the meaning of the Master Bond Resolution. The Master Bond Resolution, as amended and supplemented, including, without limitation, as supplemented by this Resolution, is sometimes hereinafter referred to as the "Bond Resolution." This Resolution constitutes a contract between the City and the holders from time to time of the Outstanding 2024 Series A Bonds (hereinafter defined).

**SECTION 1.02 DEFINITIONS.** Except as provided by this Resolution, all terms which are defined in Section 101 of the Master Bond Resolution shall have the same meanings, respectively, in this Resolution as such terms are given in said Section 101 of the Master Bond Resolution and in this Resolution.

"Authority" shall mean the Gainesville Regional Utility Authority established by Article VII of the Charter as a unit of city government of the City and having the powers, authority and duties as set forth in the Charter.

"Authorized Officer" or "Authorized Officers" shall mean the General Manager, the Chief Financial Officer or any other officer, employee or agent of the City or the Authority pursuant to the Charter authorized to perform specific acts or duties by resolution duly adopted by the Authority.

"Charter" shall mean the City Charter of the City, being Chapter 90-394, Laws of Florida (1990), amending Chapter 12760, Laws of Florida (1927), as further amended by Chapter No. 2023-348, Laws of Florida (2023), as such Charter may hereafter be amended.

"Chief Financial Officer" shall mean the Chief Financial Officer of the System.

"City" shall mean the City of Gainesville, Florida.

"City Attorney" shall mean the City Attorney to the City or such other assistant City Attorney.

"Clerk" shall mean the City Clerk or any Deputy City Clerk.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor provisions thereto and the applicable regulations promulgated thereunder.

"General Manager" shall mean the chief executive officer/general manager of the Authority as set forth under the Charter. Until such time as a chief executive officer/general manager shall be appointed by the Authority, the sitting General Manager as appointed by the Commission shall serve as the chief executive officer/general manager.

"Mayor" means the Mayor of the City or Mayor-Commissioner Pro Tempore of the City.

"Refunded Bonds" means the City's Outstanding Utilities System Revenue Bonds, 2014 Series A.

"Trustee" means U.S. Bank Trust Company, National Association.

"2024 Series A Bonds" shall mean the City's Utilities System Revenue Bonds, 2024 Series A.

Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

**SECTION 1.03 FINDINGS AND DETERMINATIONS.** The Authority hereby finds, ascertains, determines and declares that:

(1) As a result of the amendment to the Charter effective as July 1, 2023 accomplished pursuant to Chapter No. 2023-348, Laws of Florida (2023), a new Article VII was added to the Charter establishing the Authority as a unit of city government of the City, for the "express purpose of managing, operating, controlling, and otherwise having broad authority with respect to the utilities owned by the City..." and Section 3.06 of the previous Charter establishing the position, and setting forth the duties, of the "General Manager for Utilities," was repealed.

(2) Article VII of the Charter, generally: (i) provides that the Authority shall be free from the direction and control of the Commission; (ii) establishes the power and duties of the Authority, which include establishing and amending the rates, fees, assessments, charges, rules, regulations and policies governing the sale and use of services provided through the System, operated under the fictitious name "Gainesville Regional Utilities ("GRU")"; (iii) provides for the continued service of GRU personnel under the General Manager of the System; (iv) requires the performance of all acts necessary to ensure an orderly transition of GRU governance to the Authority; and (v) provides that notwithstanding the reorganization of the governance structure, GRU shall continue to be operated as a single enterprise and that there shall be no change to the ownership of GRU.

(3) Specifically, Section 7.03(1)(e) of the Charter provides that the Authority has the following power, in addition to the powers and duties otherwise conferred by Article VII of the Charter (emphasis added):

"To authorize the issuance of revenue bonds and other evidences of indebtedness of the City, secured by the revenues and other pledged funds and accounts of the utility system, pursuant to Florida law. Upon resolution of the Authority establishing the authorized form, terms, and purpose of such bonds, for the purpose of financing or refinancing utility system projects, and to exercise all powers in connection with the authorization of the issuance, and sale of such bonds by the City as conferred upon municipalities by part II of chapter 166, Florida Statutes, other applicable state laws, and section 103 of the Internal Revenue Code of 1986. Such bonds may be validated in accordance with chapter

75, Florida Statutes. The Authority may not authorize the issuance of general obligation bonds. Such bonds and other forms of indebtedness of the City shall be executed and attested by the officers, employees, or agents of the City, including the chief executive officer/general manager (CEO/GM) or chief financial officer of the utility system, the Authority has so designated as agents of the City. The Authority may enter into hedging agreements or options for the purpose of moderating interest rates on existing and proposed indebtedness or price fluctuations of fuel or other commodities, including agreements for the future delivery thereof, or any combinations thereof."

(4) On December 6, 2023, the Authority adopted Resolution No. 2023-1148 (the "Authority Transition Resolution") pursuant to which, in pertinent part, the Authority (i) requested the Commission to adopt a resolution to effectuate an orderly transition of the governance, operation, management, and control of all utility systems, properties and assets related to the System and (ii) determined that such resolution of the Commission is "necessary...to effectuate an orderly transition of the governance, operation, management and control of all utility systems, properties and assets related to the Authority [and] is not in any way the Commission directing or controlling the Authority."

(5) On December 22, 2023, the Commission adopted Resolution No. 2023-1186 (the "City Transition Resolution") pursuant to which, in pertinent part, (i) the City recognized that the Authority had requested the Commission to adopt the City Transition Resolution to "effectuate an orderly transition of the governance, operation, management, and control of all utility systems, properties and assets related to the System;" (ii) the City acknowledged that the Commission adopted the City Transition Resolution "in reliance [on] the Authority finding and determining that [the City Transition Resolution] is necessary in order to effectuate an orderly transition of the governance, operation, management and control of all utility systems, properties and assets related to the Authority and is not in any way the Commission directing or controlling the Authority," and (iii) delegated authority to the Authority to "take all actions on behalf of the City under the [Master Bond Resolution and the Subordinated Bond Resolution]" and to "supplement and amend the [Master Bond Resolution and the Subordinated Bond Resolution] and any supplements thereto and other related agreements...in order to effectuate the provisions of Section 716 of the Master Bond Resolution" (as such Section 716 is more fully described below).

(6) Section 716 of the Master Bond Resolution allows for the lawful reorganization of the governmental structure of the City and the transfer of a public function of the City to another public body, so long as the reorganization provides that the System shall be continued as a single enterprise and further permits amendments to the Master Bond Resolution necessary to implement such reorganization.

(7) In furtherance of the Charter and Section 716 of the Master Bond Resolution, the Authority hereby assumes all obligations and duties of the City under the Master Bond Resolution and the Subordinated Bond Resolution, as each has been or may hereafter be amended and supplemented, and all obligations and duties of the City in connection with all agreements of the City with any Credit Enhancers in connection with Credit Enhancement, agreements of the City with Qualified Hedging Contract Providers in connection with Qualified

Hedge Contracts and all other ancillary agreements of the City entered into in connection with any Bonds and Subordinated Indebtedness.

(8) Sections 706 and 710 of the Master Bond Resolution set forth certain requirements of the City relating to the establishment and collection of rates, fees and charges for the use or the sale of the output, capacity or service of the System. In furtherance of the assumption by the Authority of all obligations and duties of the City under the Master Bond Resolution and the Subordinated Bond Resolution, and in furtherance of the rights, powers and duties of the Authority under the Charter and the provisions of Section 1.04(7) of the Charter relating to such rates, fees and charges, and subject in all instances to the requirements of the Master Bond Resolution, as supplemented, and the Subordinated Bond Resolution, as supplemented, the Authority hereby determines that it will, from time to time, and without further action by the City, establish those rates, fees and charges for the use or the sale of the output, capacity or service of the System as the Authority determines necessary and appropriate, including as necessary to comply with the applicable covenants of the City under the Master Bond Resolution, as supplemented, and the Subordinated Bond Resolution, as supplemented.

(9) The Authority, on behalf of the City, may authorize the issuance by the City of Bonds of the City from time to time under the Master Bond Resolution, as supplemented, for the purpose, among others, of financing and refinancing Bonds, including refunding any Outstanding Bonds, and may enter into related agreements, including, without limitation, limitation agreements with any Credit Enhancers in connection with Credit Enhancement, agreements with Qualified Hedging Contract Providers in connection with Qualified Hedge Contracts and all other ancillary agreements entered into in connection with any Bonds and Subordinated Indebtedness.

(10) Pursuant to the Charter and the Master Bond Resolution, including the hereinafter defined Amendments, the Bonds and other forms of indebtedness of the City authorized by the Authority must be executed and attested by the officers, employees, or agents of the City, including the General Manager or Chief Financial Officer of the System, as the Authority has so designated as agents of the City.

(11) The City heretofore has issued certain Bonds, including the Refunded Bonds, for the purpose of financing and refinancing a portion of the Cost of Acquisition and Construction of the System.

(12) As noted above, Section 716 of the Master Bond Resolution permits amendments thereto, without consent of the Holders of the Bonds or the Trustee, as necessary to implement the reorganization of the governance of System required by the Charter, provided that such amendment will not adversely affect the rights of the Holder of the Bonds. The Authority hereby determines, on behalf of the City, that certain amendments to the Master Bond Resolution, as set forth in Section 5.01 of this Resolution (collectively, the "Amendments"), are required to be made in order to implement the provisions of the Charter establishing the Authority, creating the position of chief executive officer/ general manager, and repealing the Charter provisions relating to the position of the General Manager for Utilities and such person's duties under the Charter. The Amendments shall be effective upon adoption of this Resolution and any consents required by the holders of Bonds or pursuant to other agreements made in

connection with the issuance of any such Bonds. Notwithstanding the effectiveness of the Amendments, such Amendments shall operate prospectively only, and all prior actions taken by the Commission for approval of the Bonds previously issued under the Master Bond Resolution, as supplemented, and for the execution thereof, shall not be impaired by the Amendments. The Amendments are hereby determined by the Authority, on behalf of the City, to not adversely affect the rights of the Holders of the Bonds heretofore issued under the Master Bond Resolution, as supplemented.

(13) It is in the best interest of the System to issue and sell the 2024 Series A Bonds as Bonds and Refunding Bonds within the meaning of the Master Bond Resolution for the purpose of refunding the Refunded Bonds in order to achieve debt service savings and paying costs of issuance related thereto, including the premiums on Credit Enhancement, if any.

(14) The complexity of the structuring of the 2024 Series A Bonds, the current conditions in the market for obligations such as the 2024 Series A Bonds and the advantages of a more flexible financial plan make it necessary and in the best interests of the System that the 2024 Series A Bonds be sold on a negotiated basis to underwriter(s) to be selected by the Authority in a subsequent Supplemental Resolution.

(15) The Authority desires to delegate the award and sale of the 2024 Series A Bonds and certain other matters hereunder to the General Manager, the Chief Financial Officer or such other Authorized Officer within the parameters set forth in this Resolution and a subsequent Supplemental Resolution.

(16) In connection with the Refunded Bonds to be refunded, the City previously entered into a Master Agreement and related documents with Bank of America, N.A. (the "Counterparty"), dated as of April 7, 2020, as amended and supplemented, and thereafter entered into a trade confirmation dated April 8, 2020 in an original notional amount of \$34,025,000 (the transaction is referred to herein as the "Swap") pursuant to which the Counterparty will pay on the effective date (currently October 1, 2024) a variable rate of interest and the Counterparty will receive payments secured under the Master Bond Resolution of a fixed rate of interest.

(17) The Authority has determined that it may be advantageous to either issue the 2024 Series A Bonds as (i) Variable Rate Bonds the interest on which will be hedged by the Swap, or (ii) fixed rate Bonds and on or about the issuance thereof to terminate the Swap and apply the cash settlement amount received from Counterparty to the refunding of the Refunded Bonds and thereby reduce the principal amount of the 2024 Series A Bonds that will be issued, subject to parameters to be set forth in a subsequent Supplemental Resolution.

(18) Additionally, the Authority hereby determines, on behalf of the City, that certain amendments to the Subordinated Bond Resolution, as set forth in Section 5.02 of this Resolution (collectively, the "Subordinated Bond Amendments"), are required to be made in order to implement the provisions of the Charter establishing the Authority, creating the position of chief executive officer/ general manager, and repealing the Charter provisions relating to the position of the General Manager for Utilities and such person's duties under the Charter. The Subordinated Bond Amendments shall be effective upon adoption of this Resolution and any

consents required by the holders of Subordinated Bonds or pursuant to other agreements made in connection with the issuance of any such Subordinated Bonds. Notwithstanding the effectiveness of the Subordinated Bond Amendments, such Subordinated Bond Amendments shall operate prospectively only, and all prior actions taken by the Commission for approval of the Subordinated Bonds previously issued under the Subordinated Bond Resolution, as supplemented, and for the execution thereof, shall not be impaired by the Subordinated Bond Amendments. The Subordinated Bond Amendments are hereby determined by the Authority, on behalf of the City, to not adversely affect the rights of the Holders of the Subordinated Bonds heretofore issued under the Subordinated Bond Resolution, as supplemented.

## **ARTICLE II AUTHORIZATION OF 2024 SERIES A BONDS**

**SECTION 2.01 PURPOSE AND NOTICE OF REDEMPTION.** The 2024 Series A Bonds are being issued for the purposes of (1) refunding the Refunded Bonds, and (2) paying costs of issuance related to the 2024 Series A Bonds, including the premiums on Credit Enhancement, if any.

The providing of a notice of redemption relating to the redemption of the Refunded Bonds, which redemption shall occur as soon as reasonably practicable on or after October 1, 2024, is hereby authorized in accordance with the terms of the Master Bond Resolution, as previously supplemented in connection with the Refunded Bonds, such notice to be given at such time as will comply with the terms of the Refunded Bonds and the Master Bond Resolution as so supplemented. Each Authorized Officer is hereby authorized to take the necessary actions and to execute the necessary documents to provide for the giving of such notice in accordance with the terms of the Master Bond Resolution, as previously supplemented in connection with the Refunded Bonds.

**SECTION 2.02 PRINCIPAL AMOUNT, DESIGNATION OF SERIES AND DESCRIPTION OF 2024 SERIES A BONDS.** Pursuant to the provisions of this Resolution, a Series of Bonds is hereby authorized in a principal amount, not to exceed \$45,000,000. Such Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "Utilities System Revenue Bonds, 2024 Series A". The General Manager or the Chief Financial Officer or such other Authorized Officer may authorize the modification of the name or series designation of the 2024 Series A Bonds, as deemed appropriate. The series designation of the 2024 Series A Bonds may be changed by the addition of a letter or letters or a numeral or numerals to reflect the issuance of the 2024 Series A Bonds in more than one series, if applicable, or to reflect the year of issuance or to reflect their issuance as Variable Bonds. The 2024 Series A Bonds shall be and constitute "Bonds" and "Refunding Bonds," as such terms are defined in Section 101 of the Master Bond Resolution.

The 2024 Series A Bonds may either be issued as fixed rate Bonds or as Variable Rate Bonds (or such other interest rate mode as shall be permitted under the City's multimodal bond program) as shall be determined by the General Manager or Chief Financial Officer or such other Authorized Officer based on the advice of the financial advisor to the System and subject to any conditions as may be set forth in a subsequent Supplemental Resolution. If the 2024 Series A Bonds are issued as fixed rate Bonds the Swap shall be terminated and the cash settlement

amount received from the Counterparty (net of fees and expenses related thereto) shall be applied to redeem a portion of the Refunded Bonds. If the 2024 Series A Bonds are issued as Variable Rate Bonds, the interest on which shall reset on a periodic basis in accordance with the terms of a subsequent Supplemental Resolution the swap shall be applied to the 2024 Series A Bonds in order to moderate the interest rate fluctuations on such 2024 Series A Bonds and a Supplemental Resolution shall be adopted by the Authority which shall include the variable interest rate programs for the 2024 Series A Bonds, including the multimodal programs. The 2024 Series A Bonds to optional and mandatory tender and purchase in lieu of redemption, in accordance with the terms of a subsequent Supplemental Resolution and secured by Credit Enhancement and enter into agreements with a Credit Enhancer in connection therewith.

The General Manager or the Chief Financial Officer, or such other Authorized Officer, in reliance upon advice of the financial advisor to the System, is hereby directed and authorized to award the sale of the 2024 Series A Bonds to an underwriter or underwriters to be determined in a subsequent Supplemental Resolution.

The 2024 Series A Bonds shall be and have all the qualities and incidents of negotiable instruments under the laws of the State of Florida, and each successive Bondholder, in accepting any of the 2024 Series A Bonds, shall be conclusively deemed to have agreed that such 2024 Series A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the laws of the State of Florida.

**SECTION 2.03 GENERAL TERMS OF 2024 SERIES A BONDS.** The 2024 Series A Bonds shall mature on such dates and in such respective principal amounts, and shall bear interest at such respective rate or rates per annum, payable if fixed rate bonds, semi-annually on each April 1 and October 1 and if variable rate, as set forth in a subsequent Supplemental Resolution, commencing as provided for by the Authority. The 2024 Series A Bonds shall be issued as Tax-Exempt Bonds.

The 2024 Series A Bonds shall be dated as of their date of issuance, shall be issued in the form of fully registered Bonds, shall be numbered consecutively from one upward in order of maturity within a Series and preceded by the letter "R," with such additional identifying information as the General Manager or such other Authorized Officer may determine, including as provided in Section 2.01 hereof.

The General Manager or the Chief Financial Officer, or such other Authorized Officer, in reliance upon advice of the financial advisor to the System, is hereby directed and authorized to award the sale of the 2024 Series A Bonds to underwriter(s) to be authorized in a subsequent Supplemental Resolution and to approve the terms of the 2024 Series A Bonds, including, without limitation, the date thereof, the aggregate principal amount thereof, the interest rate or rates with respect thereto or the interest rate mode, whether such 2024 Series A Bonds shall be subject to redemption prior to maturity as provided in Article IV of the Master Bond Resolution by operation of the Debt Service Fund from mandatory Sinking Fund Installments and/or serial bonds, the purchase price thereof, the final maturity dates thereof and the redemption terms (including, without limitation, optional and mandatory) with respect thereto; provided, however, the 2024 Series A Bonds shall not be issued unless the following conditions have been satisfied:

(a) The aggregate principal amount of the 2024 Series A Bonds (without regard to net original issue premium or discount) shall not exceed \$45,000,000;

(b) The final maturity of the 2024 Series A Bonds shall not be later than October 1, 2044;

(c) The interest rate per annum on the 2024 Series A Bonds shall not exceed the maximum rate permitted by law and may be a fixed interest rate or a variable interest rate determined in accordance with the provisions of a subsequent Supplemental Resolution.

The execution by the City or Authority of the 2024 Series A Bonds shall constitute conclusive evidence of approval of such terms.

The 2024 Series A Bonds shall not be or constitute general obligations or indebtedness of the City within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, secured solely by a lien upon and pledge of, and payable from, the Trust Estate in accordance with the terms of the Bond Resolution.

#### **SECTION 2.04 REDEMPTION PROVISIONS FOR 2024 SERIES A BONDS.**

(1) The 2024 Series A Bonds may be subject to optional redemption prior to maturity at the option of the City, either as a whole or in part on the dates and at the Redemption Prices, if any, set forth in such 2024 Series A Bonds and in accordance with the terms of a subsequent Supplemental Resolution.

(2) Except as otherwise provided by the 2024 Series A Bonds, if fewer than all of the 2024 Series A Bonds subject to optional redemption are called for optional redemption, such 2024 Series A Bonds or Sinking Fund Installment to be redeemed shall be selected in such order of maturity and manner as the City, in its discretion, shall determine, and, if less than all of the 2024 Series A Bonds of a maturity or a Sinking Fund Installment shall be called for redemption, such 2024 Series A Bonds or Sinking Fund Installment to be redeemed shall be selected by lot within such maturity. If the 2024 Series Bonds shall be issued as fixed rate Bonds, the portion of 2024 Series A Bonds to be redeemed in part shall be in principal amounts of \$5,000 or any integral multiple thereof.

(3) The 2024 Series A Bonds may also be subject to redemption prior to maturity as provided in Article IV of the Master Resolution by operation of the Debt Service Fund from mandatory Sinking Fund Installments in accordance with the terms of a subsequent Supplemental Resolution.

(4) Notwithstanding Section 405 of the Master Resolution, notice of redemption of the 2024 Series A Bonds, may be given not more than sixty (60) days or less than twenty (20) days prior to the redemption date of the 2024 Series A Bonds, and such notice may be given electronically.

(5) Notwithstanding any other provision hereof, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events as shall be

specified in such notice of optional redemption and may also be subject to rescission by the City if expressly set forth in such notice.

**SECTION 2.05 AUTHORIZATION TO TERMINATE OR AMEND SWAP.** The General Manager, the Chief Financial Officer or any other Authorized Officer, upon the advice of the financial advisor to the System (or an affiliate company of the financial advisor to the System), are each hereby authorized to enter into documents to terminate the Swap entered into with the Counterparty in connection with the Refunded Bonds and in accordance with Section 2.02 hereof the cash settlement amount received from the Counterparty upon the termination shall be applied to redeem a portion of the Refunded Bonds. The Swap may also be amended, in accordance with the terms of a subsequent Supplemental Resolution as may be necessary or convenient to better moderate the interest fluctuations on the 2024 Series A Bond, including without limitation for the purpose of integrating the Swap for federal income tax purposes, as shall be determined by the General Manager or Chief Financial Authorized, or other Authorized Officer, based upon the advice of the financial advisor to the System and subject to any conditions as may be set forth in a subsequent Supplemental Resolution. Each Authorized Officer and the City Attorney (and counsel to the Authority) is hereby authorized and empowered to execute and deliver or cause to be executed and delivered such other documents and opinions and to do all such acts and things as may be necessary or desirable in connection with the termination or amendment of the Swap, as applicable, for the full punctual and complete performance of all the terms, covenants and agreements contained herein and in the applicable Swap documents. The Clerk is hereby authorized to attest such signatures to the extent required by such applicable Swap documents, subject to the approval of the City Attorney as to form and legality. The termination and amendment referred to herein shall relate only to the Swap and shall not affect any other transactions of the City under any other agreements. The Swap may be terminated in connection with the refunding of the Refunding Bonds, if, based on the advice of financial advisor to the System, such actions are beneficial to the System and subject to any conditions as may be set forth in a subsequent Supplemental Resolution.

### **ARTICLE III APPLICATION OF PROCEEDS**

**SECTION 3.01 APPLICATION OF PROCEEDS OF 2024 SERIES A BONDS.** In accordance with subsection (7) of paragraph 1 of Section 202 and paragraph 2 of Section 203 of the Master Bond Resolution, the proceeds of the 2024 Series A Bonds, to the extent permitted under the Code and not otherwise provided by the City by certificate of the General Manager or Chief Financial Officer or such other Authorized Officer, delivered at or prior to the issuance of the 2024 Series A Bonds, together with certain legally available funds of the City, if any, shall be applied in the following manner:

(A) An amount of proceeds of the 2024 Series A Bonds, together with other legally available funds of the City (including Swap termination amounts, net of fees of expenses related thereto), if any, shall be applied to pay the principal of and accrued interest on the Refunded Bonds upon their redemption.

(B) The remaining proceeds shall be applied by the City to pay costs of issuance of the 2024 Series A Bonds, including, without limitation, costs of any Credit Enhancement and costs associated with termination or amendment of the Swap.

No proceeds of the 2024 Series A Bonds shall be deposited into the Rate Stabilization Fund or any subaccount in the Debt Service Reserve Account. The 2024 Series A Bonds will not be secured by the Debt Service Reserve Account or any subaccount created therein.

#### **ARTICLE IV APPROVAL OF DOCUMENTS**

**SECTION 4.01 EXECUTION AND DELIVERY OF APPLICABLE DOCUMENTS.** The Clerk is hereby authorized to cause the seal of the City to be affixed to each foregoing document and to attest the same, to the extent required therein. Such officers are each hereby authorized to deliver such agreements on behalf of the City. The Authorized Officers, individually and collectively, and the officers, attorneys and other agents or employees of the City and the Authority, as applicable, are each hereby authorized to do all acts and things required of them by the Bond Resolution or desirable or consistent with the requirements of the Bond Resolution for the full punctual and complete performance of all the terms, covenants and agreements contained in the Bond Resolution and the Bonds, including the 2024 Series A Bonds, and each Authorized Officer, employee, attorney and officer of the City and the Authority, as applicable, is hereby authorized and directed to execute and deliver any and all papers and instruments, and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Bond Resolution or the Bonds, including the 2024 Series A Bonds.

**SECTION 4.02 FURTHER ACTIONS.** Each Authorized Officer is hereby authorized and empowered to execute and deliver or cause to be executed and delivered such other documents and opinions and to do all such acts and things as may be necessary or desirable in connection with the adoption of this Resolution and the carrying out of their terms and the terms of the Bond Resolution, the issuance, sale, execution and delivery of the 2024 Series A Bonds, the redemption of the Refunded Bonds and the termination or amendment of the Swap and entering into any agreements for Credit Enhancement on the 2024 Series A Bonds.

#### **ARTICLE V AMENDMENTS**

##### **SECTION 5.01 AMENDMENTS TO MASTER BOND RESOLUTION.**

For purposes of this Section 5.01, underlining reflecting inserts and ~~strikethroughs~~ representing deletions from the original text.

A. The following definition is hereby deleted from Section 101 of the Master Bond Resolution:

**Mayor** shall mean the Mayor of the City or the Mayor Pro-Tem or such other member of the Commission delegated to act on behalf of the Mayor by the Commission.

B. The following definitions are hereby added in alphabetical order to Section 101 of the Bond Resolution:

**Authority** shall mean the Gainesville Regional Utilities Authority.

**Chairman** shall mean the Chairman or Vice Chairman of the Authority or such other member of the Authority delegated to act on behalf of the Chairman by the Authority.

**Chief Financial Officer** shall mean the Chief Financial Officer of the System or such other similar position.

**General Manager** shall mean the chief executive officer/general manager of the System as set forth under the Charter. Until such time as a chief executive officer/general manager shall be appointed by the Authority the sitting General Manager for Utilities as appointed by the Commission shall serve as the chief executive officer/general manager.

C. The following definition in Section 101 of the Master Bond Resolution is hereby amended and replaced in its entirety with the following:

**Authorized Officer of the City** shall mean the ~~Mayor~~ Chairman, the General Manager ~~for Utilities~~, the ~~Utility~~ Chief Financial Officer or any other officer, employee or agent of the City authorized to perform specific acts or duties by resolution of the City duly adopted by the City Authority.

D. Section 210, paragraph 1, subparagraph (a) of the Master Bond Resolution is hereby amended and replaced in its entirety with the following:

(a) If so required by the Supplemental Resolution, the Trustee shall have received a credit facility or a liquidity facility with respect to such Commercial Paper Notes containing such terms and conditions, including with respect to reimbursement, as shall be approved by the Authority Commission;

E. Section 211, paragraph 1, subparagraph (a) of the Master Bond Resolution is hereby amended and replaced in its entirety with the following:

(a) If so required by the Supplemental Resolution, the Trustee shall have received a credit facility or a liquidity facility with respect to such Medium-Term Notes containing such terms and conditions, including with respect to reimbursement, as shall be approved by the Authority Commission;

F. Section 303, paragraphs 1 and 2 of the Master Bond Resolution are hereby amended and replaced in their entireties with the following:

1. The Bonds shall be executed in the name of the City by the manual or facsimile signature of ~~its Mayor~~ the Chairman, the General Manager or the Chief Financial Officer and the seal of the City (or a facsimile thereof), shall be impressed,

imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Clerk. The Bonds shall be approved as to form and legality by the City Attorney. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been authenticated and delivered by the Trustee, such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any Bond of a Series may be signed and sealed on behalf of the City by such persons as at the time of the execution of such Bonds shall be duly authorized or hold the proper office in the City or the Authority, although at the date borne by the Bonds of such Series such persons may not have been so authorized or have held such office.

2. The validation certificate appearing on the Bonds, if any, shall be signed by the facsimile signature of the ~~Mayor~~ Chairman and attested with the facsimile signature of the Clerk of the Commission of the City, or in such other manner as may be required or permitted by law, and the City may adopt and use for that purpose the facsimile signature of any person or persons who shall have been ~~Mayor~~ Chairman or Clerk of the Commission of the City at any time on or after the date borne by the Bonds of such Series, notwithstanding that such person may not have been such ~~Mayor~~ Chairman or Clerk of the Commission of the City at the date of any such Bond or may have ceased to be such ~~Mayor~~ Chairman or Clerk of the Commission of the City at the time when any such Bond shall be authenticated and delivered.

G. Section 503, paragraph 5 of the Master Bond Resolution is hereby amended and replaced in its entirety with the following:

5. Nothing in this Section 503 shall be construed to prevent the City from permanently discontinuing the acquisition or construction of any portion of the System the Cost of Acquisition and Construction of which is at the time being paid out of the Construction Fund, if the ~~Commission~~ Authority determines by resolution that such discontinuance is necessary or desirable in the conduct of the business of the City and not disadvantageous to the Holders of the Bonds.

H. Section 707, paragraph 2, subparagraphs (2) and (3) of the Master Bond Resolution are hereby amended and replaced in their entireties with the following:

(2) In addition to any agreement currently in effect to which the City is a party relating to the ownership or operation of any part of the System or the use of the output thereof, the City may lease or make contracts or grant licenses for the operation of, or make arrangements for the use of, or grant easements or other rights with respect to, any part of the System, provided that any such lease, contract, license, arrangement, easement or right (i) does not impede the operation by the City or its agents of the System and (ii) does not in any manner materially impair or adversely affect the rights or security of the Bondholders under the Resolution; and provided, further, that if the book value of the property to be covered by any such lease, contract, license, arrangement, easement or other right is in excess of 1% of the book value of the total assets of the System at such time, the City shall first file with the Trustee a certificate of an Authorized Officer of the

City setting forth a determination of the Commission Authority that the action of the City with respect thereto does not result in a breach of the conditions under this clause (2). Any payments received by the City under or in connection with any such lease, contract, license, arrangement, easement or right in respect of the System or any part thereof shall constitute Revenues;

(3) The limitations imposed upon the City by clauses (1) and (2) of this paragraph 2 shall not apply to any disposition of property by the City where: (i) such property is leased back to the City under a lease having a term of years (including renewal options) of not less than 75% of the remaining estimated useful life of the property computed from the date of disposition and lease, (ii) fair value to the City (as determined by the City) is received by the City for the property subject to such transaction, (iii) proceeds of such transaction, after payment of expenses, are set aside as a deposit in the Utilities Plant Improvement Fund, and (iv) the Trustee receives a certified copy of resolutions of the Commission Authority to the effect that, based upon such certificates and opinions as the Commission Authority shall deem necessary or appropriate, the Commission Authority has determined that the disposition and lease are not materially adverse to the Holders of the Bonds; and

I. The first paragraph of Section 717 of the Master Bond Resolution is hereby amended and replaced in its entirety with the following:

The City may expand the utility functions of the System as they exist on the date hereof as permitted by the proviso contained in the definition of "System" in Section 101, only if the City files with the Trustee a certified copy of resolutions of the Commission Authority to the effect that, based upon such certificates and opinions of its Consulting Engineers, independent certified public accountants, bond counsel, financial advisors or other appropriate advisors as the Commission Authority shall deem necessary or appropriate, the addition of such utility functions (a) will not impair the ability of the City to comply during the current or any future Fiscal Year with the provisions of the Resolution, including specifically Section 710, and (b) will not materially adversely affect the rights of the Holders of the Bonds.

## **SECTION 5.02 AMENDMENT TO SUBORDINATED BOND RESOLUTION.**

A. Section 3.03, paragraph 1 of the Subordinated Bond Resolution is hereby amended and replaced in its entirety with the following (with underlining reflecting inserts and ~~strikethroughs~~ representing deletions from the original text):

1. The Subordinated Bonds shall be executed in the name of the City by the manual or facsimile signature of ~~its Mayor~~ the Chairman, the General Manager or the Chief Financial Officer and the seal of the City (or a facsimile thereof), shall be impressed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Clerk of the Commission of the City. The Subordinated Bonds shall be approved as to form and legality by the City Attorney. In case any one or more of the officers who shall have signed or sealed any of the Subordinated Bonds shall cease to be such officer before the Subordinated Bonds so signed and

sealed shall have been authenticated and delivered by the Subordinated Bond Registrar or its agent, such Subordinated Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Subordinated Bonds had not ceased to hold such offices. Any Subordinated Bond of a Series may be signed and sealed on behalf of the City by such persons as at the time of the execution of such Subordinated Bonds shall be duly authorized or hold the proper office in the City, although at the date borne by the Subordinated Bonds of such Series such persons may not have been so authorized or have held such office.

## **ARTICLE VI MISCELLANEOUS**

**SECTION 6.01 FURTHER ASSURANCES.** The Authority agrees that it shall on behalf of itself and the City, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents and instruments and take such further actions as may be required to continue the perfection and priority of the lien and security interest of the Owners of Obligations in the Trust Estate to the extent provided herein.

**SECTION 6.02 VALIDATION AUTHORIZED.** The City Attorney and Holland & Knight LLP, Bond Counsel, are hereby authorized to pursue validation of any Series of Bonds to be issued pursuant to the Master Bond Resolution, as supplemented, including the 2024 Series A Bonds, pursuant to the provisions of Chapter 75, Florida Statutes.

**SECTION 6.03 SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any other provisions of the Bond Resolution, including this Resolution, or of the Outstanding Bonds or the Outstanding Subordinated Bonds.

This Resolution approved and adopted March 27, 2024.

**GAINESVILLE REGIONAL UTILITIES  
AUTHORITY**

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Chairman

ATTESTED:

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City Clerk

Approved as to Form and Legality:

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City Attorney

**File Number: 2024-177**

**Agenda Date:** March 27, 2024

**Department:** Gainesville Regional Utilities

**Title: 2024-177 Development of GRU Procurement Policy (B)**

**Department:** Gainesville Regional Utilities Budget, Finance, and Accounting

**Description:** This item is related to the development of the GRU Procurement Policy.

The amendment to the City Charter created under Chapter 2023-348, Laws of Florida in Article 7.12 states in part that “The Authority and the CEO/GM in making all policy and operational decisions... shall consider only pecuniary factors and utility industry best practices standards...”. As part of the transition in governance GRU has developed a proposed GRU procurement policy that is designed to be consistent with the revised Charter.

The primary changes to the existing City procurement policy are:

- **Removed:**
  - References to City, City Commission, City Manager, Charter Officers and substitute GRU Authority as applicable
  - Living wage, apprenticeship programs, veterans, small business and local preferences
  - Sale of surplus items
  - Donations of property
  - Loans, sales or rental to other entities
- **Included:**
  - Language requiring procurement processes associated with grant funded projects comply with the requirements dictated by the controlling grant agreement

Purchases over \$100,000 will be sent to the GRU Authority monthly.

**Fiscal Note:** None

**Recommendation:** The GRU Authority approve (1) the GRU Procurement Policy Revisions and (2) Changes to GRU solicitation documents to establish consistency with Chapter 2023-348, Laws of Florida.

# Procurement Policy Revisions

March 27, 2024



- In November staff informed the board that the GRU Procurement Policy and solicitation documents were required to be updated to be consistent with provisions of Chapter 2023 -348

- Article 7.12 under Chapter 2023 -348 (formerly HB 1645), Laws of Florida, states that “The Authority and the CEO/GM in making all policy and operational decisions ... shall consider only pecuniary factors and utility industry best practices standards ...”
- City ordinances create requirements that are embedded in solicitation documents for the following topics, which, consistent with Article 7.12, will be eliminated under GRU specific solicitations
  - Living wage
  - Apprenticeship programs/disadvantaged workers
  - Local preferences

- Amended thresholds in the Method of Procurement section as follows:

CURRENT POLICY	PROPOSED POLICY
Purchases between \$5,000 & \$50,000	Purchases between \$5,000 & \$100,000
Require 3 written quotes	Require 3 written quotes
Purchases > \$50,000 require Formal Solicitation	Purchases > \$100,000 require Formal Solicitation
issued by Procurement Division	issued by Procurement Division

- Removed:
  - References to City, City Commission, city manager, charter officers and substitute GRU Authority as applicable
  - Living wage, apprenticeship programs, veterans, small business and local preferences
  - Sale of surplus items
  - Donations of property
  - Loans, sales or rental to other entities
- Included:
  - Language requiring procurement processes associated with grant funded projects comply with the requirements dictated by the controlling grant agreement
  - Purchases over \$100,000 will be sent to the GRU Authority monthly
  - Veteran status will be used for tie breakers

RECOMMENDATION– GRU Authority approve:

- Procurement Policy Revisions
- Changes to GRU solicitation documents to establish consistency with Chapter 2023 -348, Laws of Florida



**PROCUREMENT POLICY GAINESVILLE REGIONAL UTILITIES  
PROCUREMENT POLICY**

**Resolution #150616**

**Effective July 10, 2017 March 06, 2024**

**Section 1: Purpose**

~~The City's Charter, Article III, Section 3.01, vests the Charter Officers of the City with the authority to procure and contract for materials, equipment and services required to perform their assigned duties subject to the rules adopted by the City Commission. The Charter Officers shall have the authority to bind the City for all purchases unless prior approval of the City Commission is required, and may delegate such authority as they see fit. Approval of the City Attorney shall be obtained on all written contracts, except where standardized documents approved by the Attorney's office are used. This Policy as amended shall constitute the regulations which shall govern the sale and purchase of materials, equipment, and contractual services by the City, which regulations shall be implemented by procedures approved by the City Manager and the General Manager for Utilities (the "Managers"). The Procurement Divisions of the City derive their authority to supervise purchases and sales through the Managers. Nothing herein shall be construed to regulate the purchase and sale of any interest in real property by the City.~~

The City of Gainesville's Charter, Article VII created under chapter 2023-348, Laws of Florida ("Article VII"), establishes the Gainesville Regional Utilities Authority ("Authority") for the express purpose of managing, operating, controlling, and otherwise having broad authority with respect to the utilities owned by the City of Gainesville. Section 7.10(2) of Article VII states that "All City ordinances, policies, rates, fees, assessments, charges, rules, regulations, and budgets related to operations of the utilities shall remain in effect until such time as the Authority, pursuant to the powers granted in this article, modifies any such items."

Upon approval, this policy is intended to supersede any other procurement policies of the City of Gainesville as they relate or apply to the procurement of goods and services for Gainesville Regional Utilities (GRU) as provided by Article VII.

The Authority hereby vests the GRU Chief Executive Officer/General Manager (CEO/GM) with the authority to procure and contract for materials, equipment, goods, and services required to provide utility services to GRU customers subject to the guidance provided in this policy. The CEO/GM shall have the authority to bind GRU for all purchases unless prior approval by the Authority is required, and may delegate such authority as the CEO/GM sees fit. The Procurement Division of GRU derives their authority to supervise purchases through the CEO/GM.

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This Policy, as amended, shall constitute the regulations which shall govern the purchase of materials, equipment, goods and contractual services for GRU. These regulations shall be implemented by procedures approved by the CEO/GM.

In administering procurement for the utilities, all GRU employees (including GRU Procurement Division personnel who are under the direct oversight of the Procurement Manager), will follow all applicable Federal and State regulations, and the guidance provided in this policy. Exceptions are allowed to comply with requirements of any grant awards received by GRU.

Approval by an of the GRU Attorney shall be obtained on all written contracts as to form and legality, except where standardized documents approved by the GRU Attorney are used.

### **Section 2: Responsibilities of Procurement**

(a) — The Procurement Divisions shall:

2.1

(b) — ~~assist~~ Assist all GRU departments and divisions, including Charter Officers, in making purchases and sales of materials, equipment and services in accordance with policies established by the City Commission and the procedures established by the Managers of materials, equipment, goods and services in accordance with policies established by the Authority and the procedures established by the CEO/GM.

(a)

(c) — Provide support to enable all purchases to be made in an efficient and cost effective manner through the application of sound business practices.

(b)

(d) — ~~establish procedures for documenting that purchases have been made in accordance with the City's Procurement Policy. Identify and maintain information about businesses who provide materials, equipment, goods and services to the utilities, including performance records, as applicable.~~

(c)

(e) — Develop and maintain fair and impartial business relationships.

(d)

(f) — Assist as needed with contract administration to ensure that businesses fulfill contractual requirements.

(e)

(g) — Provide customer support for the purchase, delivery, and receipt of materials, equipment, goods and services to support operational requirements.

(f)

Provide support as needed with the sale of surplus items.

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2.2 Departments and Divisions shall:

- (a) Contact Procurement Division personnel in a timely manner when a procurement need arises.
- (b) Provide a detail scope of work to be completed along with detail specifications if ~~—~~ required.
- ~~(c)~~ Provide justification for the purchase.

~~Section 3: Functions of the City's Procurement Divisions~~ ~~The~~

~~Procurement Divisions shall, as applicable:~~

- ~~(a) — provide customer support for the purchase, receipt, and delivery of materials, equipment and services to support operational requirements~~
- ~~(b) — identify and maintain information about businesses that provide materials, equipment and services, including performance records, as applicable~~
- ~~(c) — develop and maintain fair and impartial business relationships~~
- ~~(d) — assist as needed with contract administration to ensure that businesses fulfill contractual requirements~~
- ~~(e) — oversee the proper disposition of surplus materials and equipment~~

Section 43: Ethics in Public Procurement

~~The Authority and GRU Employees~~ City Officials and Employees, as defined herein, shall have no interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activities nor incur any obligation of any ~~nature which~~ nature, which is in conflict with the City's Code of Ethical Standards and City's Code of Ethical Standards and Florida Statutes, Chapter 112 as applicable. To this end, ~~the Authority~~ City Officials and GRU Employees are expected to demonstrate the highest standards of personal and professional integrity in public activities and conduct their duties free from the inference or perception that favorable treatment was sought, received or given and to avoid any interest or activity which is in conflict with the conduct of their official duties.

Section 54: Definitions

- ~~a) • Award.~~ A decision or outcome resulting from a solicitation.
- ~~b) City.~~ The operating and administrative departments of General Government, Gainesville Regional Utilities, and the Charter Officers of the City of Gainesville, Florida.
- ~~c) City Officials and Employees.~~ Public Officers, elected or appointed, including City Commissioners, Charter Officers, and Advisory Boards, and City employees, and agents of the City.

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- e) **Competitive Situation**. Exists if at least two businesses submit responses to a solicitation in an effort to obtain an award and the receipt of quotations is without prior disclosure of a competitor's quotation; also, the receipt of quotation(s) by auction.
- **Cone of Silence**. The period of time during which there is prohibition on communication regarding a competitive solicitation. This time period is between the release of the solicitation and the end of the 72-hour period following GRU posting the notice of intended award, excluding Saturdays, Sundays, and state holidays.
- e) **Contractual Services**. Services performed for ~~GRU the City~~ by persons not directly employed by ~~GRU the City~~ including, but not limited to, professional services and the construction, and maintenance of ~~GRU City~~ facilities.
- g) **Cooperative Purchasing**. Purchases made through a public agency contract which allows the use of the contract by other agencies under the same pricing and contract terms.
- h) **Emergency Purchase**. A purchase which is necessary due to unforeseen circumstances and that can negatively impact the operation of ~~GRU the City~~, or a purchase needed for a public safety emergency or where delay of a purchase subjects ~~the City GRU~~ to additional costs or hardship.
- i) **Formal Solicitation**. A process conducted by ~~the~~ Procurement Division which sets forth the requirements of a purchase or sale and which is issued by Invitation to Bid, Request for Quotation, Request for Proposal or other procurement method.
- **GRU**. The operating and administrative departments of Gainesville Regional Utilities, an enterprise fund of the City of Gainesville.
- j) **Item**. A unit of materials, equipment, or contractual services; a quantity of the same units purchased at the same time; or, a combination of items which are purchased together because the purchase of one item is required for the use of another.
- k) **Lobbying**. When a person seeks to influence or attempt to influence ~~City GRU~~ Officials or employees with respect to a decision of ~~the City GRU~~, except as authorized by procurement procedures.
- l) **Lowest Responsive Bid**. The bid which offers the least cost and which conforms in all material respects to the requirements set forth in the bid documents.
- m) **Managers**. The City Manager and General Manager for Utilities as applicable, or their designee.
- n) **Non-competitive situation**. Exists when the product or service is being purchased from a Sole Source or Specified Source.
- o) **Professional Services**. Services which involve extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field.

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- ~~p) Procurement Division, Group of professionals responsible for procurement at of goods and services at GRU. The procurement organization of General Government or Gainesville Regional Utilities.~~
- ~~q) Sole Source, The only available source through which goods, equipment or services may be purchased.~~
- ~~r) Specified Source, A source selected without competitive bidding for justifiable reasons.~~
- ~~s) Standard Material, Any items which are specified as in an approved material and stocked for use of CityGRU operations.~~
- ~~t) Surplus, Materials and equipment that are no longer used, useable, useful, or cost-effective to maintain.~~

**Section 65: Method of ~~Source Selection~~Procurement**

~~6.15.1~~ Competitive bidding will be used to ensure the greatest economic benefit to the CityGRU except as provided herein. The value of the award shall determine the bidding process as follows:

- ~~(a) Purchases with a value of \$5,000 or less do not require a competitive process. The purchase should be made from a small or service-disabled veteran business when feasible. The use of a Purchasing Card is recommended.~~
- ~~(b)(a)~~ Purchases with a value between \$5,000.01 and \$50,100,000 are required to have three (3) written quotes, including one from a small or service-disabled veteran business, when feasible.
- ~~(c)~~ Purchases with an anticipated cost exceeding \$50,000/100,000 require a Formal Solicitation issued by the GRU Procurement Division.

~~(d) Verbal quotations are permissible for petroleum products and emergency purchases.~~

~~6.2(b) Basis of award will be as designated in the solicitation.~~

~~6.3 A small or service-disabled veteran business, as certified by the City of Gainesville, will be given a preference of 5% of the total price not to exceed \$25,000, when all of the following apply:~~

- ~~(a) Purchase is anticipated to be greater than \$50,000;~~
- ~~(b) Award is based on evaluation criteria other than to the lowest responsive and responsible bidder;~~
- ~~(c) The certified small or service-disabled veteran business being evaluated did not receive a Local Preference; and~~
- ~~(d) The preference is not prohibited by law.~~

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~~6.4 In the case of tie bids with all factors being equal, preference shall be given to the business in the following order of priority: 1) business has a drug free workplace program meeting the requirements of Florida Statutes; 2) business is located in the corporate limits of the City of Gainesville, if the solicitation is not subject to the Local Preference Ordinance; 3) business is located in Alachua County; 4) business is located in the State of Florida; 5) coin toss.~~

5.2 All bids may be rejected by the CEO/GM~~appropriate Charter Officer~~, or designee, when it is determined to be in the best interest of the GRU~~City~~.

~~6.5~~

~~6.6~~ 5.3 Competitive bids are not required for the following:

5.3

- ~~(a) Items costing \$5,000 or less.~~
- ~~(a) as defined in Section 5, not exceeding \$5,000.~~
- ~~(b) Non-competitive situations such as a Sole Source or Specified Source.~~
- ~~(b)~~
- ~~(c) Purchases made under state, federal or other public agency agreements or cooperative contracts that were established by the contract originator using a competitive solicitation.~~

~~(c)~~

- ~~(d) Utility services when the subject utility is the only available source of such service.~~

~~(d)~~

~~(e) Professional services whose cost does not exceed \$50,000, except as required by State law.~~

~~(f) Legal services.~~

- ~~(g) Emergency Purchases, at the discretion of the Procurement Managers, when urgent situations do not allow sufficient time to obtain competitive bids.~~

~~(e)~~

- ~~(h)(f) Work performed under Continuing Contracts, as defined by Florida Statutes, for professional services of indefinite duration. Continuing Contracts shall be reviewed for appropriateness with regard to the quality of the service and the competitiveness of the cost. Such review shall be the responsibility of the appropriate Manager and shall be conducted not less than every five years.~~

~~(i) Emergency Purchases, at the discretion of the Managers, when urgent situations do not allow sufficient time to obtain competitive bids.~~

**Section 76: Purchases Requiring ~~City Commission~~the Authority's Approval**

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~~76.1~~ 6.1 Every purchase of ~~an item of~~ materials, equipment, goods, services, and extensions to existing contracts with a value greater than \$100,000 shall require pre-~~pre-~~ approval by the ~~City Commission~~Authority, except for the following:

- ~~(1)~~(a) Any adjustment to a contract or purchase order previously approved by the governing body (City Commission Authority or previously by City Commission) which does not increase the cost more than ten (10%) percent of the previously approved amount.
- ~~(2)~~(b) Purchases of fuels used in operating plants and equipment or for the delivery of customer services, including petroleum products and fuel oil for generation; coal meeting environmental requirements at the lowest delivered price per BTU available and the transportation thereof; and natural gas and liquefied petroleum gas at the lowest delivered price per BTU available and the transportation thereof; also natural gas rebates.
- ~~(3)~~(c) Purchases of materials, equipment or services used for the operation and maintenance of utility plants, distribution and collection facilities, substations, lift stations, gate stations, and purchases of standard materials.
- ~~(4)~~(d) Purchases for the repair and maintenance of system-wide computer software and hardware.
- ~~(5)~~(e) Purchases for or related to the expansion, operation or maintenance of the fiber optic of other telecommunication systems and contracts for telecommunication access, transport, and other services.
- ~~(6)~~(f) Purchases for maintenance of fleet equipment and used vehicles.
- ~~(7)~~(g) Materials, equipment or services purchased under public agency cooperative purchasing contracts, agreements or consortiums.
- ~~(8)~~(h) Utility services when the subject utility is the only available source of such service.
- ~~(9)~~(i) Emergency purchases as defined in this policy.
- ~~(10)~~(j) Purchases and contracts for construction projects when the cost of the construction project does not exceed \$300,000.

~~7.2~~ 6.2 Reports shall be made to the ~~Authority~~City Commission of any purchase of materials, equipment or services greater than \$100,000 for which ~~Authority City Commission~~ approval has not been obtained.

~~7.3~~ ~~Reports shall be made to the City Commission of any Bid Protest for purchases that do not require approval of the City Commission.~~

~~Section 87: Small and Service-Disabled Veteran Business Programs Preference~~  
~~In the case of tie bids with all factors being equal, preference shall be given to the business in the following order of priority: 1) certified veteran business enterprise; 2) business has a~~

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Revision Date: 7/10/172/28/2024

~~drug free workplace program; 3) business is located in Alachua County; 4) business is located in the State of Florida; 5) coin toss.~~

~~The City shall take affirmative steps to seek out, identify, and work with Small and Service Disabled Veteran Business Enterprises in accordance with programs and procedures developed by the Procurement Divisions and the Office of Equal Opportunity. As part of these programs, the Procurement Divisions may waive competitive bidding requirements for the first time order with a Small and Service Disabled Veteran Business Enterprise in an amount not greater than \$20,000 in order to fairly assess the capabilities of the business to perform in accordance with required standards. The programs and procedures may also include sheltered market opportunities for Small and Service Disabled Business Enterprises when appropriate.~~

**Section 987: Prohibition of Lobbying in Procurement Matters**

~~Except as expressly set forth in Section 10, d~~During the Cone of Silence, as previously defined herein, no person may lobby ~~City Officials~~the Authority members or GRU employees in a particular procurement process, except the designated Procurement Division representative. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

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**Section 1098: Remedies/Appeals**

Any actual bidder who is aggrieved in connection with a solicitation or award of a contract shall comply with the administrative procedures for a bid protest established by the appropriate Procurement Divisions.

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**Section 11: Sale of Surplus Items**

- ~~(a) The sale of surplus items such as obsolete or unusable equipment and materials, or the sale of by-products of utilities operations or improvements on real property (such as timber or hay) shall be at the discretion of the Managers. The sale shall be by method selected by the Procurement Division as appropriate to reach prospective buyers.~~
- ~~(b) Surplus items that have a current value greater than \$10,000 shall be sold by a competitive process. Surplus items with a current value of \$10,000 or less may be sold on a first come basis at the discretion of the Manager or designee.~~
- ~~(c) If the items cannot be sold as is, surplus may be sold through a scrap contract, or properly disposed of if no other options exist. The surplus items may be given away to avoid the cost of disposal, giving preference to governmental agencies or non-profit organizations.~~

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- ~~(d) Surplus items with a current value greater than \$50,000 require approval by the City Commission prior to the sale.~~
- ~~(e) All items shall be sold for cash, payable by certified check, wire transfer, or other means acceptable to the Accounting Division.~~

**Section 12: Donations of Property**

~~The Managers may authorize the donation of surplus items whose value does not exceed \$10,000 to a governmental agency after making a determination that such donation is in furtherance of governmental objectives.~~

**Section 13: Loans, Sales, or Rentals to Other Entities**

~~The Managers may, at their discretion, lend, sell or lease materials, supplies, or tools to non-City entities at no cost or at cost plus overheads. All loans, sales or rentals shall be in accordance with the following criteria when: a) an emergency or unusual conditions dictate the need for such sale, rental or loan; b) a community service would be served and the good or service is in sufficient supply that the sale, rental or loan would not impair service to customers or citizens; or c) an agreement entered into by the City requires such assistance.~~

Revision Date: 7/10/172/28/2024



## GAINESVILLE REGIONAL UTILITIES PROCUREMENT POLICY

**Effective March 06, 2024**

### **Section 1: Purpose**

The City of Gainesville’s Charter, Article VII created under chapter 2023-348, Laws of Florida (“Article VII”), establishes the Gainesville Regional Utilities Authority (“Authority”) for the express purpose of managing, operating, controlling, and otherwise having broad authority with respect to the utilities owned by the City of Gainesville. Section 7.10(2) of Article VII states that “All City ordinances, policies, rates, fees, assessments, charges, rules, regulations, and budgets related to operations of the utilities shall remain in effect until such time as the Authority, pursuant to the powers granted in this article, modifies any such items.”

Upon approval, this policy is intended to supersede any other procurement policies of the City of Gainesville as they relate or apply to the procurement of goods and services for Gainesville Regional Utilities (GRU) as provided by Article VII.

The Authority hereby vests the GRU Chief Executive Officer/General Manager (CEO/GM) with the authority to procure and contract for materials, equipment, goods, and services required to provide utility services to GRU customers subject to the guidance provided in this policy. The CEO/GM shall have the authority to bind GRU for all purchases unless prior approval by the Authority is required, and may delegate such authority as the CEO/GM sees fit. The Procurement Division of GRU derives their authority to supervise purchases through the CEO/GM.

This Policy, as amended, shall constitute the regulations which shall govern the purchase of materials, equipment, goods and contractual services for GRU. These regulations shall be implemented by procedures approved by the CEO/GM.

In administering procurement for the utilities, all GRU employees (including GRU Procurement Division personnel who are under the direct oversight of the Procurement Manager), will follow all applicable Federal and State regulations, and the guidance provided in this policy. Exceptions are allowed to comply with requirements of any grant awards received by GRU.

Approval by an Attorney shall be obtained on all written contracts as to form and legality, except where standardized documents approved by the GRU Attorney are used.

### **Section 2: Responsibilities of Procurement**

2.1 The Procurement Division shall:

Revision Date: 2/28/2024

- (a) Assist all GRU departments and divisions in making purchases of materials, equipment, goods and services in accordance with policies established by the Authority and the procedures established by the CEO/GM.
- (b) Provide support to enable all purchases to be made in an efficient and cost effective manner through the application of sound business practices.
- (c) Identify and maintain information about businesses who provide materials, equipment, goods and services to the utilities, including performance records, as applicable.
- (d) Develop and maintain fair and impartial business relationships.
- (e) Assist as needed with contract administration to ensure that businesses fulfill contractual requirements.
- (f) Provide customer support for the purchase, delivery, and receipt of materials, equipment, goods and services to support operational requirements.

2.2 Departments and Divisions shall:

- (a) Contact Procurement Division personnel in a timely manner when a procurement need arises.
- (b) Provide a detail scope of work to be completed along with detail specifications if required.
- (c) Provide justification for the purchase.

**Section 3: Ethics in Public Procurement**

The Authority and GRU Employees, shall have no interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activities nor incur any obligation of any nature, which is in conflict with the City's Code of Ethical Standards and Florida Statutes, Chapter 112 as applicable. To this end, the Authority and GRU Employees are expected to demonstrate the highest standards of personal and professional integrity in public activities and conduct their duties free from the inference or perception that favorable treatment was sought, received or given and to avoid any interest or activity which is in conflict with the conduct of their official duties.

**Section 4: Definitions**

- **Award.** A decision or outcome resulting from a solicitation.
- **Competitive Situation.** Exists if at least two businesses submit responses to a solicitation in an effort to obtain an award and the receipt of quotations is without prior disclosure of a competitor's quotation; also, the receipt of quotation(s) by auction.
- **Cone of Silence.** The period of time during which there is prohibition on communication regarding a competitive solicitation. This time period is between the release of the solicitation and the end of the 72-hour period following GRU posting the notice of intended award, excluding Saturdays, Sundays, and state holidays.

- **Contractual Services.** Services performed for GRU by persons not directly employed by GRU including, but not limited to, professional services and the construction, and maintenance of GRU facilities.
- **Cooperative Purchasing.** Purchases made through a public agency contract which allows the use of the contract by other agencies under the same pricing and contract terms.
- **Emergency Purchase.** A purchase which is necessary due to unforeseen circumstances and that can negatively impact the operation of GRU, or a purchase needed for a public safety emergency or where delay of a purchase subjects GRU to additional costs or hardship.
- **Formal Solicitation.** A process conducted by the Procurement Division which sets forth the requirements of a purchase or sale and which is issued by Invitation to Bid, Request for Quotation, Request for Proposal or other procurement method.
- **GRU.** The operating and administrative departments of Gainesville Regional Utilities, an enterprise fund of the City of Gainesville.
- **Item.** A unit of materials, equipment, or contractual services; a quantity of the same units purchased at the same time; or, a combination of items which are purchased together because the purchase of one item is required for the use of another.
- **Lobbying.** When a person seeks to influence or attempt to influence GRU Officials or employees with respect to a decision of GRU, except as authorized by procurement procedures.
- **Lowest Responsive Bid.** The bid which offers the least cost and which conforms in all material respects to the requirements set forth in the bid documents.
- **Non-competitive situation.** Exists when the product or service is being purchased from a Sole Source or Specified Source.
- **Professional Services.** Services which involve extended analysis, the exercise of discretion and independent judgment in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field.
- **Procurement Division.** Group of professionals responsible for procurement of goods and services at GRU.
- **Sole Source.** The only available source through which goods, equipment or services may be purchased.
- **Specified Source.** A source selected without competitive bidding for justifiable reasons.
- **Standard Material.** Any items which are specified as in an approved material and stocked for use GRU operations.
- **Surplus.** Materials and equipment that are no longer used, useable, useful, or cost-effective to maintain.

### **Section 5: Method of Procurement**

- 
- 5.1 Competitive bidding will be used to ensure the greatest economic benefit to GRU except as provided herein. The value of the award shall determine the bidding process as follows:
- (a) Purchases with a value between \$5,000 and \$100,000 are required to have three (3) written quotes.
  - (b) Purchases with an anticipated cost exceeding \$100,000 require a Formal Solicitation issued by the GRU Procurement Division.
- 5.2 All bids may be rejected by the CEO/GM, or designee, when it is determined to be in the best interest of GRU.
- 5.3 Competitive bids are not required for the following:
- (a) Items costing \$5,000 or less.
  - (b) Non-competitive situations such as a Sole Source or Specified Source.
  - (c) Purchases made under state, federal or other public agency agreements or cooperative contracts that were established by the contract originator using a competitive solicitation.
  - (d) Utility services when the subject utility is the only available source of such service.
  - (e) Emergency Purchases, at the discretion of the Procurement Manager, when urgent situations do not allow sufficient time to obtain competitive bids.
  - (f) Work performed under Continuing Contracts, as defined by Florida Statutes, for professional services of indefinite duration. Continuing Contracts shall be reviewed for appropriateness with regard to the quality of the service and the competitiveness of the cost. Such review shall be the responsibility of the appropriate Manager and shall be conducted not less than every five years.

**Section 6: Purchases Requiring the Authority's Approval**

- 6.1 Every purchase of materials, equipment, goods, services, and extensions to existing contracts with a value greater than \$100,000 shall require pre-approval by the Authority, except for the following:
- (a) Any adjustment to a contract or purchase order previously approved by the governing body (Authority or previously by City Commission) which does not increase the cost more than ten (10%) percent of the previously approved amount.
  - (b) Purchases of fuels used in operating plants and equipment or for the delivery of customer services, including petroleum products and fuel oil for generation; coal meeting environmental requirements at the lowest delivered price per BTU available and the transportation thereof; and natural gas and liquefied

petroleum gas at the lowest delivered price per BTU available and the transportation thereof; also natural gas rebates.

- (c) Purchases of materials, equipment or services used for the operation and maintenance of utility plants, distribution and collection facilities, substations, lift stations, gate stations, and purchases of standard materials.
- (d) Purchases for the repair and maintenance of system-wide computer software and hardware.
- (e) Purchases for or related to the expansion, operation or maintenance of the fiber optic of other telecommunication systems and contracts for telecommunication access, transport, and other services.
- (f) Purchases for maintenance of fleet equipment and used vehicles.
- (g) Materials, equipment or services purchased under public agency cooperative purchasing contracts, agreements or consortiums.
- (h) Utility services when the subject utility is the only available source of such service.
- (i) Emergency purchases as defined in this policy.
- (j) Purchases and contracts for construction projects when the cost of the construction project does not exceed \$300,000.

6.2 Reports shall be made to the Authority of any purchase of materials, equipment or services greater than \$100,000 for which Authority approval has not been obtained.

### **Section 7: Prohibition of Lobbying in Procurement Matters**

During the Cone of Silence, as previously defined herein, no person may lobby the Authority members or GRU employees in a particular procurement process, except the designated Procurement Division representative. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

### **Section 8: Remedies/Appeals**

Any actual bidder who is aggrieved in connection with a solicitation or award of a contract shall comply with the administrative procedures for a bid protest established by the Procurement Division.



**Gainesville Regional Utilities Authority  
Agenda Item Report**

**File Number: 2024-188**

**Agenda Date:** March 27, 2024

**Department:** Gainesville Regional Utilities

**Title: 2024-188 Legal Services Selection (B)**

**Department:** Gainesville Regional Utilities Budget, Finance, and Accounting

**Description:** On January 2, 2024, Gainesville Regional Utilities released RFP-2024-020, a Request For Proposal for legal services. Due date for proposals to be submitted was February 2, 2024.

The evaluation team for this solicitation process scored the proposals on February 8.

The team consisted of GRU's:

- Chief Financial Officer
- Chief Operating Officer, and
- Chief Customer Officer

The results of the scoring were as follows:

VENDOR	APPROACH	QUALIFICATIONS	AVAILABILITY & LOCATION		LOCAL PREFERENCE/ SBE OR DISABLED		TOTAL
			PRICE		VETERAN	SBE	
GRAY ROBINSON, P.A.	19	35	10	18	5		87
AKERMAN LLP	17	34	9	10	0		70
FOLDS WALKER, LLC	11	22	10	20	5		68
ALLEN NORTON & BLUE, P.A.	5	18	5	18	0		46

Based on these results, a Notice of Intended Award in favor of Gray Robinson, P.A. was released on February 9, 2024.

**Fiscal Note:** None

**Recommendation:** The GRU Authority accept the recommendation for the Legal Services award to Gray Robinson, P.A. and authorize the CEO/GM to negotiate and execute a contract with Gray Robinson, P.A. to provide legal service to GRU.

# RFP Process Overview and Legal Services RFP

March 27, 2024



- The requesting department:
  - Identifies the need
  - Provides the scope document with specifications to the procurement specialist
  - Approves the evaluation criteria and selects the panel to score the responses

- The procurement specialist creates the RFP
- The RFP is reviewed by the requester and the city attorney
- The finalized RFP is posted in OpenGov e-Procurement for a minimum of 30 days
- Bids are opened
- Bids are evaluated by the pre-selected evaluators who recommend a selected vendor
- Bid protests, if filed, are evaluated

- A contract is created
- The contract is reviewed by the requester, the city attorney and the vendor
- The contract is negotiated, finalized and sent for execution

- On Jan. 2, 2024 GRU released RFP2024-020, a Request for Proposals for legal services
- The due date for proposals to be submitted was Feb. 2, 2024
- The evaluation team for this solicitation process scored the proposals on Feb. 8, 2024. The evaluation team consisted of GRU's:
  - Chief Financial Officer
  - Chief Operating Officer
  - Chief Customer Officer

# Legal Services RFP Criteria: Approach

- The responding firms were asked to provide two approaches:
  - If your firm provides full legal presentation to GRU
  - If your firm provides supplemental legal services to GRU
- Responding firms were also asked to provide their response time to urgent/timely issues like trespass, cease working on property issues, etc.

# Legal Services RFP Criteria: Qualifications

- Responding firms were asked to provide:
- Qualifications – a brief summary of the firm’s history, capabilities, recent (within the last five years) relevant experience, including demonstrated experience with similar projects and services, relevant professional licenses and certifications
- Key personnel – name, background, and relevant expertise of firm members proposed to have primary responsibility for employment and labor services required by GRU
- References – List at least three references for whom comparable services were provided within the last. Include the name of the client, phone number if the contact, brief description of the services and your firm’s role, and the start and completion dates. At least one client must be included where the firm had to address a conflict -of-interest issue

# Legal Services RFP Criteria: Availability, Price & Preferences

- Responding firms were asked to provide their physical location and the availability of the firm to attend meeting in person as business requires
- Price – firms were asked to quote:
  - Price for the scope of work if your firm provides full legal representation to GRU
  - Price for the scope of work if your firm provides supplemental legal services to GRU
- Firms were asked to demonstrate eligibility for local, small business, or disabled veteran small business enterprise preferences

# Legal Services RFP: Evaluation Results

Criteria	Max Points	Actual Points Awarded			
		Gray Robinson, P.A.	Akerman, LLP	Folds Walker, LLC	Allen Norton & Blue, P.A.
Approach	30	19	17	11	5
Qualifications	40	35	34	22	18
Availability & Location	10	10	9	10	5
Price	20	18	10	20	18
Local Preference, SBE, Disabled Vet.	5	5	0	5	0
<b>Total Points</b>		<b>87</b>	<b>70</b>	<b>68</b>	<b>46</b>

# Legal Services RFP: Recommendation

GRU Authority award the contract to Gray Robinson, P.A., as the highest rated proposal (staff recommendation)



**ADDENDUM NO. 1****2024-020 GENERAL LEGAL REPRESENTATION**

**DATE:** January 16, 2024 **RESPONSE DUE DATE:** February 2, 2024 @ 2:00 p.m.

**NOTE:** This addendum has been issued only to all holders of record of the Specifications. The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary.

**Changes (Edits, Deletions, or Additions)**

1. Section 1.4 Timeline – Replace with the following Timeline

Solicitation Release Date	January 2, 2024
Non-Mandatory Pre-Proposal Meeting	January 16, 2024 @ 10:30 AM
Question Submission Deadline	January 25, 2024 @ 5:00 PM
Proposal Submission Deadline	February 2, 2024 @ 2:00 PM
Phase 1 Evaluation Completion With Shortlist	February 13, 2024
Presentations/Discussions	Week of February 26 <sup>th</sup>
Phase 2 Evaluation Completion	March 4, 2024
Final Contract	March 30, 2024

2. Section 7.1 Scope of Work, add the following services to the end of this section:
  - Review, assist with development and approve as to form and legality for Construction or professional services contracts that shared jointly with General Government (GG), GRU and the [former Community Redevelopment Agency (CRA)]
  - File Trademark renewals with US Patent and Trademark Office
  - Compile/prepare Appendix A every other year (approximately 10 hours of work)
  - Work with IT staff improve contract review procedures and coordination between GRU, Procurement, and the City Attorney's Office.
  - File and defend county court cases arising out of negligent excavations.
3. Section 7.1 Scope of Work, Experience of Law Firm, add the following additional bullets:
  - Provide details with experience in multiple contract negotiations / review of at least \$25 million. Public Private Partnerships (PPP), Advanced Metering Infrastructure (AMI), Customer Information Systems (CIS) and Financial Management Information Systems (FMIS), new gas plants of over \$50 million, Power Purchase Agreements (PPA) at \$50-100 million etc.
  - Provide details with experience in regulatory environments that can include Public Service Commission (PSC), Environmental Protection Agency (EPA), etc. (water regulatory environments or electric Federal Energy Regulation Commission (FERC) requirements.

4. Section 9.1 Criteria, replace the entire table with the following table:

**PHASE 1**

<b>No.</b>	<b>Evaluation Criteria</b>	<b>Scoring Method</b>	<b>Weight (Points)</b>
1.	<p><b>APPROACH</b></p> <p><b>A.</b> Approach to scope of work to provide full legal representation for GRU.</p> <p><b>B.</b> Approach to Scope of work to provide supplemental legal services</p>	Points	30 Points Max
2.	<p><b>QUALIFICATIONS</b></p> <p><b>A.</b> Qualifications: Provide a brief summary of your firm's history, capabilities, and recent (within last five years) relevant experience, including demonstrated experience with similar projects and services and relevant professional licenses and certifications.</p> <p><b>B.</b> Do they have municipal utility experience or other large complex organizations with a minimum of 250 million of operations revenues?</p> <p><b>C.</b> Key Personnel: The name, background, and relevant expertise and experience of the firm members proposed to have primary responsibility for employment and labor services required by GRU.</p> <p><b>D.</b> References: List at least three references for whom comparable services were provided within the last five years. Include the name of the client, name for the contact, telephone number of the contact, email address of the contact brief description of the services provided and your firm's role and the start and completion date(s) for the services. Provide at least one client where you had to address a conflict of interest issue.</p>	Points	40 Points Max
3.	<p><b>AVAILABILITY</b></p> <p><b>A.</b> Availability of the Firm to attend meetings in person and virtually as business requires.</p> <p><b>B.</b> Response time to urgent/timely issues like trespass, cease working on property issues, etc.</p>	Points	10 Points Max
4.	<p><b>PRICE</b></p> <p><b>A.</b> Price for scope of work if your Firm provides full legal representation of GRU</p> <p><b>B.</b> Price for scope of work if you provide supplemental legal services to GRU</p>	Points Prorated	20 Points Max
	<b>TOTAL</b>	Points	100 Points Max

5. Section 9.2 Phase 2, Replace the entire table with the following table.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Presentations and or Discussions will be required of the short listed top 3-4 evaluated Respondents from Phase 1. An outline will be provide.	TBD	TBD

**Questions and Answers from the non-mandatory pre-proposal meeting held January 16, 2024 held virtually from Gainesville Regional Utilities at 10:30 AM:**

No Questions

Dana L. Earl, C.P.M.  
Procurement Specialist 3

**ATTACHMENTS:**

- Power Point
- Recorded Teams Meeting

**ACKNOWLEDGEMENT:**

Each Respondent shall acknowledge receipt of this Addendum No. 1 by signing below, and attaching a copy of this Addendum to the response or by filling in the Addenda section in the Respondent's Certification Form.

Respondent Signature: \_\_\_\_\_

GENERAL SOLICITATION DOCUMENT  
RFP-2024-020  
GENERAL LEGAL REPRESENTATION

Gainesville Regional Utilities  
301 SE 4th Avenue  
Gainesville, FL 32601



RELEASE DATE: January 2, 2024

DEADLINE FOR QUESTIONS: January 19, 2024

RESPONSE DEADLINE: February 2, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/gru>

Gainesville Regional Utilities  
GENERAL SOLICITATION DOCUMENT  
General Legal Representation

1.0 Introduction .....  
2.0 Instructions .....  
3.0 Pre-Bid/Pre-Proposal Meeting.....  
4.0 Response Submittals .....  
5.0 Examination of Solicitation Documents & Work Site .....  
6.0 Response Preparation .....  
7.0 Technical Specifications/Scope of Work.....  
8.0 Price .....  
9.0 Evaluation Phases.....  
10.0 Deviations from Specifications .....  
11.0 Distribution of Information .....  
12.0 Solicitation Response .....  
13.0 Modification or Withdrawal of a Response To a Solicitation .....  
14.0 Terms of Award .....  
15.0 Public Entity Crimes/Debarment/Suspension/Termination .....  
16.0 Disclosure, Confidentiality.....  
17.0 Lobbying.....  
18.0 Cone of Silence (Blackout Period).....  
19.0 Collusion.....  
20.0 General Terms And Conditions.....  
21.0 Supplemental Conditions .....

Attachments:

A - PRICE\_PROPOSAL-RFP-2024-020

B - Task Assignment for Legal Services

## 1. Introduction

### 1.1. Summary

Gainesville Regional Utilities (GRU) is seeking a Law Firm or Lawyer(s) that are State of Florida Certified. The successful Firm or Lawyer (s) will serve as GRU's Attorney or represent GRU in matters requiring legal counsel. The selected firm will provide complete legal representation and general legal services as GRU's Attorney including but not limited to the areas of legislative governmental issues, land use and zoning, ordinances contract language, lease and rental agreements, memorandums of understanding, construction contracts, professional service agreements, and service level agreements. Please see Scope of Work for a full detail of service required for this Proposal (Response).

### 1.2. Background

Gainesville Regional Utilities, known as GRU, is a multi-service utility owned by the City of Gainesville. We are the 5th largest municipal electric utility in Florida. Our combined services make us the most comprehensive utility service provider in the state. We serve approximately 93,000 retail and wholesale customers in Gainesville and surrounding areas, offering: electric, natural gas, water, wastewater, telecommunications services.

On June 28, 2023, the governor signed HB-1645 into law and it took effect July 1, 2023. This law changes the oversight of GRU from the City Commission to the new GRU Authority Board, an independent five-member board appointed by the governor. Currently, GRU is focused on a smooth transition from the City Commission to the new GRU Authority Board.

### 1.3. Contact Information

**Dana Earl**

Procurement Specialist III  
301 SE 4th Ave. Station 105  
Gainesville, FL 32601  
Email: [earldl@gru.com](mailto:earldl@gru.com)  
Phone: [\(352\) 393-1250](tel:(352)393-1250)

**Department:**

General Manager's Office

### 1.4. Timeline

**Submitting Questions and Receiving Response:**

Bidders shall submit all inquiries regarding this bid via GRU e-Procurement Portal, located at <https://procurement.opengov.com/portal/GRU>. Please note the deadline for submitting inquiries: 5:00 pm on Friday, January 19, 2024. All answers to inquiries will be posted on GRU e-Procurement Portal. ***Bidders shall click "Follow" on this solicitation to receive all email notifications when answers are posted, addenda issued, & other solicitation notices.*** It is the responsibility of the bidder to check the website for answers to inquiries.

**Addenda Notification and Acknowledgement Addenda Notification:**

Bidders are required to register for an account via GRU e-Procurement Portal hosted by OpenGov. Once the bidder has completed registration, they will ***receive addenda notifications to their email by clicking "Follow" on this project.*** Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at <https://procurement.opengov.com/portal/GRU>.

<b>Release Project Date</b>	January 2, 2024
<b>Pre-Proposal Meeting (Non-Mandatory)</b>	January 16, 2024, 10:30am Non-Mandatory Preproposal Meeting. This is a Team's Virtual Meeting Only. Respondent must email or call the Procurement Representative with email addresses for those attending the meeting.
<b>Question Submission Deadline</b>	January 19, 2024, 5:00pm
<b>Question Response Deadline</b>	January 25, 2024, 5:00pm
<b>Proposal Submission Deadline</b>	February 2, 2024, 2:00pm
<b>Phase 1 Evaluation</b>	TBD
<b>Discussions Virtual - TBD if needed.</b>	February 19, 2024
<b>Phase 2 Evaluation</b>	TBD

## 2. Instructions

### 2.1. Definition of Terms for Instructions

- **Addendum/Addenda:** Written or graphic document(s) issued prior to the Response due date, which make additions, deletions, or revisions to the solicitation or contract documents.
- **Agreement:** A written Contract between two or more Parties. "Contract" and "Agreement" are synonymous.
- **Bid:** The written response to a Solicitation.
- **Due Date:** The date the response is due.
- **Non Responsive:** A response that does not meet the material requirements of the solicitation.
- **Redacted:** The censoring of part of a Response.
- **Respondent:** An individual or business entity that submits a response to a Solicitation.
- **Response:** A written document submitted by a Respondent in reply to Solicitation.
- **Responsive:** A response that conforms in all material respects to the requirements set forth in the Solicitation.

- **Solicitation:** A written document issued by an agency to obtain information or pricing for goods and/or services. May also be referred to as an Invitation to Bid, Request for Proposal, Request for Quotation, or Request for Statement of Qualifications.
- **Work:** Activity involving mental or physical effort done in order to achieve a purpose or result requested in the scope.

### 3. Pre-Bid/Pre-Proposal Meeting

#### 3.1. Pre-Bid/Proposal Meeting - Non-Mandatory

A meeting will be held virtually via Microsoft Team's on January 16th at 10:30 AM Eastern Time. Respondents must send participants' email addresses to [earldl@gru.com](mailto:earldl@gru.com) or call (352) 393-1250 by January 15, 2024.

### 4. Response Submittals

The following information is required with the Response. *Failure to provide the following information may be cause for the response to be deemed "non-responsive":*

#### 4.1. RESPONDENT'S CERTIFICATION\*

**Please download the below documents, complete, and upload.**

"I hereby propose to provide the goods/services requested in this Solicitation. I agree to hold pricing for at least **60** calendar days from the Solicitation due date. I agree that GRU's terms and conditions herein take precedence over any conflicting terms and conditions submitted for GRU's consideration, and agree to abide by all conditions of this Solicitation.

I certify that all information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to execute and submit this Response on behalf of the organization as its agent and that the organization is ready, willing and able to perform if awarded.

I further certify that this Response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting an offer for the same product or service; no officer, employee or agent of GRU owns or will benefit more than 5% from award of this Solicitation; and the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained."

- [RESPONDENT'S CERTIFICATION ...](#)

\*Response required

#### 4.2. DRUG-FREE WORKPLACE CERTIFICATION FORM\*

**Please download the below documents, complete, and upload.**

"Preference may be given to a business that certifies that it has implemented a drug-free workplace program. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements."

- [DRUG-FREE WORKPLACE CERTIFI...](#)

\*Response required

4.3. Pricing Response/Table (Attached to this Solicitation)\*

Please upload Pricing Response/Table.

\*Response required

4.4. Do you have any Clarifications and/or Exceptions to this Solicitation?\*

Any deviation from this Solicitation must be provided and explained in detail with the Response. Deviations must be explained on a separate page labeled "Clarifications and Exceptions" and included with the Response. Each clarification and exception must correspond to the specific referenced section in the Solicitation. Otherwise, the Response will be considered in strict compliance with the Solicitation and the selected Respondent will be held accountable for compliance with the Specifications

Yes

No

\*Response required

4.5. Submittals for required answers in the Technical Specifications/Scope of work should be limited to no more than 35 pages. Submittals should be presented in the order the questions and required responses are presented under each header in the Technical Specifications/Scope of Work. Did you answer and provide all of the responses required?\*

- Yes  
 No

\*Response required

## 5. Examination of Solicitation Documents & Work Site

- A. Prior to responding to the Solicitation, Respondents are responsible for the following:
1. examining the Solicitation thoroughly,
  2. if applicable, visiting the work site to become familiar with local conditions that may affect the cost, progress, performance of furnishing the Work,
  3. considering federal, state and local laws and regulations that may impact or affect cost, progress, performance or furnishing of the Work,
  4. studying and carefully correlating Respondent's observations with the Solicitation, and
  5. notifying the Purchasing Representative of all conflicts, errors or discrepancies in the Solicitation.
- B. Respondents are expected to become fully informed as to the requirements of the Specifications and failure to do so will be at their own risk. Respondents cannot expect to secure relief on the plea of error.
- C. A Respondent who is aggrieved in connection with the specifications of this Solicitation may protest in writing to Utilities Purchasing at least seven (7) business days prior to the Response due date.

## 6. Response Preparation

- A. The Pricing Response/Table is included in the Solicitation and should be used to submit pricing information, providing a price for all items listed on the form, unless noted otherwise.
- B. Respondent's Certification Form:
1. All blanks on the Form must be legibly completed in ink (computer printed, typed or handwritten).
  2. A Response submitted by a corporation must be executed in the corporate name by the president, a vice-president, or other corporate representative and accompanied by a document showing authorization of such person's authority. Include the physical address and state of incorporation. A Response submitted by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the physical address of the partnership must be shown below the signature.
  3. The names of individuals included on the Respondent's Certification Form must be legibly printed below signatures (computer printed, typed or handwritten). Respondent must acknowledge receipt of all addenda using the space provided on the Respondent's Certification Form.

- C. Costs for developing a response to the Solicitation are the sole obligation of the Respondent.
- D. Respondent's pricing must include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at [www.gru.com](http://www.gru.com).
- E. Prepare Response in the order of questions and responses required in the Technical Specifications/Scope of Work. Limit the number pages submitted for the responses from the Technical Specifications/Scope of Work to 35 pages.

## **7. Technical Specifications/Scope of Work**

### **7.1. Scope of Work**

GRU operations provides multiple services including energy generation, energy delivery, natural gas, telecommunications, water, and wastewater. While each of GRU's operating lines of business and regular business functions have unique needs and legal requirements, the following is a list services that are commonly encountered across all our lines of business. However, Respondents may limit their proposals to specific practice areas or may include additional services which the Respondent believes would enhance the implementation of the proposed Scope of Work. Respondents may provide pricing for subsets of services or for all services proposed. Pricing for one (1) year with optional extension at GRU's discretion.

The firm or lawyer is expected to provide guidance and representation for the specialty they are assigned. This is dependent on business requirements. Such general legal representations include, but not limited to:

#### **Contract Review**

- Assist with developing Utility- wide and customer policies.
- Assist with the development of construction contracts for various design and construction delivery methods, including but not limited to design-bid-build, design build, construction manager at risk ([CM@R](#)), engineering professional service agreements, and procurement and construction (EPC).
- Review contracts for technical service and material procurement for major capital projects.
- Provide interpretation and recommendations for liability and indemnification.
- Assist with interpretation of agreements/contracts.
- Assist with negotiations of agreements.

#### **Claims Review**

- Review claims against GRU and make recommendations for settlement.
- Represent and/or provide guidance to the utility in mediation, lawsuits, and hearings Advocate on behalf of GRU in conflict resolution.

#### **Industry compliance and strategy development**

- Provide notification and responses to proposed changes to federal regulations, state statutes, county land development codes and city codes and ordinances that could impact GRU's utility operations.
- Provide regulatory review of permits, consent orders, fines, penalties and notices of non-compliance.

- Represent and/ or provide guidance to GRU in regulatory enforcement and compliance hearings.
- Develop customized strategies for regulatory and environmental compliance, staying abreast of compliance legislation, and providing a mechanism for GRU's interests to be considered in local, state and national policy and regulatory processes.
- Research and have expertise in industry practices/ utility policies and procedures.

#### **Employee Relations**

- Assist with employee separations/terminations.
- Assist with immigration laws.
- Review and assist with developing labor agreements.
- Provide interpretation of labor laws and standards.

#### **Legal Services**

- Provide legal representation and advice with respect to environmental permitting, enforcement, and regulatory matters. Environmental legal representation advises on water, wastewater, air, and solid and hazard waste issues.
- Legal assistance concerning Power Purchase Agreement(s) (PPA).
- Representation for insurance litigation and claims
- Legal representation for collection of delinquent accounts
- Legal consultant for business expansion opportunities
- Legal services for general regulatory issues
- Legal services for telecommunication and internet service provider services
- Legal services property tax
- Legal services related to construction contracts.
- legal services for software licensing, risk and cybersecurity

#### **Real Estate**

- Reviews real estate documents for form and legality.
- Assists in the creation of verbiage for real estate acquisitions dispositions, title, and special conditions.
- Must be able to provide timely responses to urgent matters such as trespass, cease working on property issuances, and public records requests.

#### **Facilities and Security**

- Provide representation regarding physical security issues, i.e. trespassing, signage requirements, etc.
- Provide representation regarding contract terms and breach of contract.

**Public Records**

- Provide consultation regarding Public Records Requests and related responses.

**GRU Authority**

- Provide consultation to the GRU Authority.
- Attend GRU Authority meetings and workshops.

**Additional**

- Please provide other services or resources that are available at an additional cost (if applicable) that are not listed on the Price Proposal.
- Please provide Respondent's Fee for any additional work that GRU will require the successful Respondent to provide that is not otherwise stated herein.

**Experience of the Law Firm**

Identify whether attorney is certified in city, county, and local government law, the attorney's professional ratings and/or recognition in the legal community for professional achievement (e.g. Martindale-Hubbell ratings); recognition or extraordinary participation in Florida Bar, Federal Bar, American Bar Association, local bar associations or professional practices committees, or ratings by other nationally recognized systems.

Provide detail on the attorney's law firm's demonstrated experience in representation of cities, counties, special districts, and other governmental entities and the relationship between the attorney and law firm and the identified entity, including:

- Past record of performance for entities described in above paragraph.
- Experience in preparation and drafting of ordinances and advising governmental entities on revision of ordinances, codes or charter issues.
- Attendance at governmental board meetings or City Commission or GRU Authority meetings.
- Knowledge of public finance.
- Knowledge and practice in the area of public works issues, including utilities and utility franchise agreements.
- Representation of entities in litigation.
- Experience or practice in advising entities on Florida Sunshine and public records law, and practice and procedures before local government, legislative, and quasi-judicial bodies.
- Depth of firm and ability to provide comprehensive services.
- Knowledge of and experience in grant submission review.

List all judgments or lawsuits against each attorney or your law firm in the last five (5) years, including the nature of the lawsuit and the resolution thereof.

Provide policy and procedure for dealing with conflicts of interest. Specifically, how do conflicts of interest if you as the attorney or firm represents different positions of an issue get identified and resolved?

### **Experience of Attorneys**

Provide the name and biographical sketch of the attorney who could be assigned to represent or provide representation to GRU. Also provide the names and resumes of other attorneys who will be assigned and attend any of the GRU Authority, City Commission meetings or other meetings, to include the following:

- Whether a member is in good standing of the Florida Bar, and if so, the date of admission. Provide a sealed Certification of Good Standing from the Florida Bar for each attorney.
- If a member in good standing of other bars, identify state and date of admission.
- The area of practice concentration relative to the area of service required by the GRU, including experience in municipal law.
- State as to each attorney whether such attorney is certified in city, county, and local government law by the Florida Bar.
- State as to each attorney whether such attorney is rated by any national rating service and the rating of each attorney.

Provide information as to each of the individual attorney's experience and the firm's experience in representing local governmental entities. That is, identify all current (and for the past five (5) years) municipal, county, or other governmental agencies for which your firm and each attorney who will be assigned to Gainesville Regional Utilities have provided legal representation or advice and the relationship between the law firm and/or each individual attorney and the identified entity.

### **7.2. Task Assignments**

- A. The specific scope of services to be provided by Contractor will be mutually agreed to in separate Purchase Orders and/or Task Assignment. Task Assignments will be between the Contractor and GRU. This Agreement (Task Assignment) shall provide for the administration, compensation and responsibilities of the Parties [Firm or Lawyers (Contractor) and GRU] relating to legal services on an as needed basis. All related Purchase Orders and Task Assignments will become a part of this Contract. These Purchase Orders and Task Assignments may be amended as provided herein as changes in scope or required levels of work effort are identified. Compensation for services will be as described in the Price Sheet.
- B. Services performed at GRU's request beyond those defined in the approved Purchase Order and/or Task Assignment shall constitute a Change of Scope, which will be documented by a Change Order to be approved in writing by Contractor and GRU before services are performed. Written approval shall be obtained prior to performance of the services.
- C. Task Orders will be completed by either the GRU Project Representative or the Contractor for Work greater than \$25,000 and submitted to the Procurement Representative for review and routing of signatures. For Work less than \$25,000, proposals will be accepted with a description of the Work to be performed along with a cost breakdown in accordance with the price sheet and a Purchase Order will be issued referencing the proposal.
- D. Nothing in this Contract shall be construed to prohibit GRU from awarding, authorizing, or directing its work to be performed, whether identified in this Contract or otherwise, to firms other than the Contractor.

- E. GRU may use the Contractor as a Subject Matter Expert.
- F. A Task Assignment Template is attached for reference.

**8. Price**

- A. The price stated on the Pricing Response/Table is firm. Any additional charges that were not included in the Response will not be paid by GRU unless approved in writing by an authorized GRU representative. Subsequent to contract formation, pricing inconsistencies on invoices may be grounds to cancel the contract.
- B. If the Respondent offers discounted pricing, such as prompt payment discounts or volume discounts, it must be clearly stated and explained on the Pricing Response Form. Such discounts, if applicable, will not be used in determining award of the Solicitation.

**9. Evaluation Phases**

**9.1. Criteria**

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>APPROACH</b></p> <p>Provide two approaches.</p> <ul style="list-style-type: none"> <li>A. Approach to scope of work if your Firm provides full legal representation to Gainesville Regional Utilities (GRU)</li> <li>B. Approach to scope of work if you provide supplemental legal services to GRU.</li> <li>C. Provide response time to urgent/timely issues like trespass, cease working on property issues. etc.</li> </ul>	N/A	N/A

2.	<p><b>QUALIFICATIONS</b></p> <p>A. Qualifications: Provide a brief summary of your firm’s history, capabilities, and recent (within last five years) relevant experience, including demonstrated experience with similar projects and services, and relevant professional licenses and certifications.</p> <p>B. Key Personnel: The name, background, and relevant expertise and experience of the firm members proposed to have primary responsibility for employment and labor services required by the GRU.</p> <p>C. References: List at least three references for whom comparable services were provided within the last five years. Include the name of the client, name of the contact, telephone number of the contact, email address of the contact, brief description of the services provided and your firm’s role, and the start and completion date(s) for the services. Provide at least one client where you had to address a conflict-of-interest issue.</p>	N/A	N/A
3.	<p><b>AVAILABILITY AND LOCATION</b></p> <p>Physical location and availability of the Firm to attend meetings in person as business requires.</p>	N/A	N/A
4.	<p><b>PRICE</b></p> <p>A. Price for scope of work if your Firm provides full legal representation of Gainesville Regional Utilities (GRU)</p> <p>B. Price for scope of work if you provide supplemental legal services to GRU.</p>	N/A	N/A

9.2. Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p><b>Discussions - GRU reserves the right to waive Phase 2.</b></p> <p>Discussions are designed to gather additional information to assist with an intent to award. If the decision to conduct discussions, GRU will contact the top three rated Respondents, from evaluation Phase 1, to schedule a time and date for a meeting to be conducted virtually or in person at the GRU Administration building.</p>	N/A	N/A
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**10. Deviations from Specifications**

- A. Any deviation from this Solicitation must be provided and explained in detail with the Response. Deviations must be explained on a separate page labeled “Clarifications and Exceptions” and included with the Response. Each clarification and exception must correspond to the specific referenced section in the Solicitation. Otherwise, the Response will be considered in strict compliance with the Solicitation and the selected Respondent will be held accountable for compliance with the Specifications.
- B. GRU reserves the right to waive clarifications and exceptions to the Solicitation if determined by GRU to be in GRU’s best interest.

**11. Distribution of Information**

**11.1. Receiving Electronic Bids Only**

GRU will only accept electronic submission of bids and proposals. Please submit electronic responses via GRU e-Procurement Portal: <https://procurement.opengov.com/portal/GRU>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

For more information about OpenGov, visit <https://procurement.opengov.com>.

**11.2. GRU's eProcurement Portal**

It is the responsibility of the vendor to regularly monitor [GRU's eProcurement Portal](#). ***Bidders shall click “Follow” on this solicitation to receive all email notifications when answers are posted, addenda issued, & other solicitation notices.***

Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at <https://procurement.opengov.com/portal/GRU>. Vendor failure to retrieve available, required procurement information and include the appropriate documentation and information in solicitation responses may result in disqualification.

**12. Solicitation Response**

- A. Bids may be received up to but not later than 2:00 pm and Friday, February 2, 2024 via GRU e-Procurement Portal located at <https://procurement.opengov.com/portal/GRU>. GRU e-Procurement Portal Clock is the official clock for the determination of all deadline dates and times. Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. Gainesville Regional Utilities strongly recommends completing your response well ahead of the deadline. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

- B. Responses will be electronically and unsealed publicly opened at the time and place indicated in the Solicitation and will be available for inspection upon notice of award or intended Award, or within thirty (30) calendar days after the opening of Responses, whichever occurs first. Prices may be publicly disclosed on GRU's eProcurement Portal at the sole discretion of Utilities Procurement.
- C. The Respondent's Certification Form must be submitted with the Response. If required, a Bid Bond and other documents must be provided with the Response. If a Bid Bond is required by the Solicitation and not included, the response will be deemed non-responsive.
- D. A "No-Bid" Response can be submitted for those who choose not to participate in the Solicitation. This designation can be submitted in GRU's eProcurement Portal:  
<https://procurement.opengov.com/portal/gru/projects/69924>

### **13. Modification or Withdrawal of a Response To a Solicitation**

- A. Changes to a vendor's bid submittals in [GRU's eProcurement Portal](#) can be made up to the deadline date for the bid submittal.
- B. After responses have been opened, corrections to the response are permitted only to the extent that
  1. Respondent can show by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Response;
  2. the nature of the mistake is evident; and
  3. the intended pricing is evident.

### **14. Terms of Award**

#### **14.1. Evaluated**

Award will be made to the best evaluated Respondent(s) for Response(s) based on **price, approach, qualifications, ability and location, etc.** for each individual line item, or any combination of line items, as GRU determines to be in its best interest.

#### **14.2. GRU Term & Award Rights**

- A. GRU reserves the right to reject any and all Responses, or any part thereof, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Responses. A responsible Respondent and any selected subcontractors, suppliers, other persons, and/or organizations proposed to perform or furnish the Work have the capacity in all respects to fully perform the Contract requirements and the experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance, such capacity and responsibility to be determined solely by GRU. GRU may conduct such investigation as GRU deems necessary to establish the responsibility, qualifications and financial ability of Respondent(s), proposed subcontractors, material suppliers, individuals, or entities to perform the Work in accordance with the Contract. Such information may include, but shall not be limited to, current financial statements, bank records, verifications of availability of equipment and personnel and past performance records.

- B. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- C. If the Contract is awarded, GRU will give the successful Respondent a Notice of Intent to Award within sixty (60) calendar days after the Solicitation due date. All Responses must remain valid for sixty (60) calendar days from the Solicitation due date.
- D. When GRU gives a Notice of Award to the successful Respondent, it will be accompanied by the required number of unsigned counterparts of the Contract (or Purchase Order, as applicable) with all attachments. Within fifteen (15) calendar days thereafter, Respondent must sign and deliver the required number of counterparts of the Contract, attachments, and required Bonds, if applicable. GRU will ultimately provide a fully signed counterpart to the Respondent.
- E. Failure on the part of the successful Respondent to execute a Contract within fifteen (15) calendar days after the notice of acceptance may be just cause for annulment of award.
- F. GRU may then accept the Response of the next lowest, responsive, responsible Respondent or re-advertise the Solicitation. If the next lowest, responsive, responsible Response is accepted, this acceptance will bind such Respondent as though it was the original successful Respondent.
- G. Protests in respect to the intended award must be filed within three (3) calendar days of notice for purchases that do not require prior approval of the GRU Authority, and within seven (7) calendar days for purchases that require prior approval of the GRU Authority. It is the Respondent's duty to be informed of the intended award and GRU's protest procedures.

#### **15. Public Entity Crimes/Debarment/Suspension/Termination**

- A. Pursuant to Chapter 287.133(2)(a) of the Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in sec. 287.017, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list."
- B. Respondent is responsible for compliance with current policies regarding debarment / suspension / termination which have been issued by the Utilities Purchasing Division.
- C. The Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Solicitation by any governmental department or agency.

#### **16. Disclosure, Confidentiality**

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found

in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

#### **16.1. Identifying Trade Secret or Otherwise Confidential and Exempt Information**

For any records or portions thereof that Contractor claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, Contractor shall:

- A. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. Contractor shall take care to redact only the confidential and exempt information within a record.
- B. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.

#### **16.2. Request for Trade Secret or Otherwise Confidential and Exempt Information**

- A. In the event GRU receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.
- B. However and notwithstanding the above, in the event that GRU in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then GRU shall notify Contractor in writing of such conclusion and provide Contractor a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If Contractor fails to file for declaratory action within the reasonable amount of time provided, then GRU will disclose the information requested.
- C. If a public records lawsuit is filed against GRU requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law. GRU shall not be obligated to assist in Contractor's defense.
- D. Contractor hereby indemnifies and holds GRU, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to GRU is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

### **17. Lobbying**

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, GRU prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person. During the blackout period as defined in Florida Statutes Chapter 287.057 (25), except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, GRU officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by GRU officials and employees, except as authorized by procurement documents.

## **18. Cone of Silence (Blackout Period)**

Pursuant to Chapter 287.057 (25), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

## **19. Collusion**

1. Only one (1) response from any individual, firm, corporation, organization or agency under the same or different name will be considered for this Solicitation. Submission of more than one response may result in the rejection of all responses from the Respondent.
2. Respondent, by signing the Respondent's Certification Form, declares that the Response is made without any previous understanding, agreement, or connections with any persons, firms, or corporations responding on the same items and that it is in all respects fair and in good faith without any outside control, collusion or fraud. A non-exclusive manufacturer/distributor relationship does not, in and of itself, constitute a prior understanding, agreement, connection or collusion between Responders.
3. By responding to the Solicitation, the Respondent acknowledges that it has not offered or given any gift or compensation to any GRU officer or employee to secure favorable treatment with respect to being awarded this Contract.

## **20. General Terms And Conditions**

### **20.1. DEFINITIONS.**

- **Agreement:** A written Contract between two or more Parties ["GRU" and "Contractor(s)"]. "Contract" and "Agreement" are synonymous.
- **Deliverable:** The completion of a milestone or the accomplishment of a task associated with the Work.
- **Specification:** A description of the physical or functional characteristics of goods or services as defined in the Solicitation.
- **Work:** Activity involving effort done in order to achieve a purpose or result requested in the scope.

## 20.2. COMPLIANCE WITH REFERENCED SPECIFICATIONS.

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer's published specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

## 20.3. CHANGE ORDERS.

GRU shall pay Contractor(s) for the Work at the price[s] stated in this Contract. No additional payment will be made to Contractor(s) except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if

1. made in writing,
2. signed by the authorized representative(s), and
3. accepted by Contractor(s).

Such change shall include the following: change orders that constitute changes

1. the general scope of Work,
2. the schedule,
3. administrative procedures not affecting the conditions of the Contract, or
4. the Contract price.

## 20.4. NOTICES.

Notices to Contractor(s) shall be deemed to have been properly sent when electronically or physically delivered to Contractor(s) address and email. Notices to GRU are deemed to have been properly sent when delivered to Utilities Purchasing, 301 SE 4th Avenue, Gainesville, Florida 32601 or e-mailed to earldl@gru.com and GRU acknowledges receipt of the email.

## 20.5. PAYMENT.

- A. **Invoicing.** Contractor(s) is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147117, Station A-27, Gainesville, FL 32614-7117 or faxed to 352-334-2964 or e-mailed to [accountspayable@gru.com](mailto:accountspayable@gru.com).
- B. **Receipting Report for Services.** An itemized receipting report for services must be provided to the GRU Project Representative prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses, and other charges. Receipting reports shall be used by the Project Representative to verify the services rendered.

- C. **Payment Terms.** Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. Contractor(s) shall not submit more than one (1) invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.
- D. **Final Payment/Acceptance.** The acceptance by Contractor(s) of final payment due on termination of the Contract shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which Contractor(s), its successors or assigns have or may have against GRU under the provisions of this Contract.

#### 20.6. **COMPLIANCE WITH LAWS AND REGULATIONS**

All City, County, State and Federal laws, regulations and/or ordinances shall be strictly observed. Contractor(s) is responsible for taking all precautions necessary to protect life and property.

#### 20.7. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL.**

This Contract shall be governed and construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract:

1. venue for any state or federal legal proceedings shall be in Alachua County Florida;
2. each Party shall bear its own attorneys' fees, including any appeals; and
3. for civil proceedings, the Parties hereby waive the right to jury trial.

#### 20.8. **VERIFICATION OF EMPLOYEES.**

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to:

1. the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and
2. the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

#### 20.9. **SOVEREIGN IMMUNITY.**

Nothing in this Contract shall be interpreted as a waiver of GRU's sovereign immunity as granted pursuant to Section 768.28 Florida Statutes.

**20.10. SEVERABILITY.**

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

**20.11. ASSIGNMENT.**

GRU or Contractor(s) shall not assign or transfer, in whole or in part, any right or obligation pursuant to this Contract, without the prior written consent of the other Party.

**20.12. AUDIT OF RECORDS.**

Contractor(s) shall maintain records sufficient to document completion of the scope of services pursuant to this contract. At all reasonable times, these records shall be made available to review, inspect, copy and audit by persons duly authorized by GRU. These records shall be kept for a minimum of three (3) years after termination of this Contract. Records that relate to any litigation, appeals or settlement of claim arising pursuant to the performance of this Contract shall be made available until a final disposition has been made of such litigation, appeal, or claim.

**20.13. NONEXCLUSIVE REMEDIES.**

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

**20.14. ADVERTISING.**

Contractor(s) shall not publicly disseminate any information concerning the Contract without prior written approval from GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying GRU or the City as a reference, or otherwise linking Contractor(s)'s name and either a description of the Contract or the name of the City or GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**20.15. MODIFICATION OF TERMS.**

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon GRU or Contractor(s). No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by GRU. Contractor(s) may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Contractor(s)'s order or fiscal forms or any other documents forwarded by Contractor(s) for payment. An acceptance of product or processing of documentation on forms furnished by Contractor(s) for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**20.16. WAIVER.**

Any delay or failure by GRU to exercise or enforce any of its rights pursuant to this Contract shall not constitute or be deemed a waiver of GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

## 20.17. DISCLOSURE AND CONFIDENTIALITY.

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- A. Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that Contractor claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, Contractor shall:
  1. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. Contractor shall take care to redact only the confidential and exempt information within a record.
  2. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.
- B. Request for Trade Secret or Otherwise Confidential and Exempt Information.
  1. In the event GRU receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.
  2. However and notwithstanding the above, in the event that GRU in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then GRU shall notify Contractor in writing of such conclusion and provide Contractor a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If Contractor fails to file for declaratory action within the reasonable amount of time provided, then GRU will disclose the information requested.
  3. If a public records lawsuit is filed against GRU requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
  4. Contractor hereby indemnifies and holds GRU, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it

provided to GRU is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

- C. "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

#### 20.18. PUBLIC RECORDS.

If Contractor(s) is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, Contractor shall:

- A. Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by GRU to perform the service.
- B. Upon request from GRU's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to GRU.
- D. Upon completion of the contract, transfer, at no cost, to GRU all public records in possession of the contractor or keep and maintain public records required by GRU to perform the service. If the contractor transfers all public records to GRU upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.
- E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT (352) 393-1240, PURCHASING@GRU.COM, OR 301 SE 4TH AVENUE, GAINESVILLE FL 32601.

#### 20.19. SALES TAX.

Respondent's pricing shall include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at [www.gru.com](http://www.gru.com).

#### 20.20. ANTI-DISCRIMINATION.

Contractor shall not discriminate on the basis of race, color, religion, sex, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. Contractor understands and agrees that a violation of this clause shall be considered a material

breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

#### **20.21. CAPTIONS AND SECTION HEADINGS.**

Captions and section headings used herein are for convenience only and shall not be used in construing this contract.

#### **20.22. COUNTERPARTS.**

This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

#### **20.23. ATTACHMENTS.**

All exhibits attached to this contract are incorporated into and made part of this contract by reference.

#### **20.24. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST IN GOVERNMENT CONTRACTING.**

In accordance with Section 287.05701(2)(a), F.S. (2023), GRU may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

### **21. Supplemental Conditions**

These Supplemental Conditions amend or supplement the Solicitation/Contract as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Supplemental Conditions.

#### **21.1. CONDUCT OF THE WORK.**

Contractor(s) shall be considered an independent entity and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, Contractor(s) shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor(s) in the performance of this Contract. Contractor(s) will assign only competent and skilled workers to perform the Work. All of Contractor(s)'s personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under Contractor(s)'s sole direction, supervision and control at all times and in all places. Contractor(s)'s employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. Contractor(s) and its employees cannot represent, act, or be deemed to be an agent or employee of GRU. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties. Further, unless specifically authorized to do so, the Contractor(s) shall not represent to others that, as the Contractor(s), it has the authority to bind GRU to any third-party agreement.

#### **21.2. CONTRACTOR(S) RESPONSIBILITIES.**

- A. Performance. Contractor(s) shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, Contractor(s) has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of these Specifications.

### 21.3. INDEMNIFICATION.

- A. Contractor(s) shall be fully liable for its action, the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, GRU, its elected officials, appointed officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor(s), its agents, employees, partners, or subcontractors.
- B. Further, Contractor(s) shall fully indemnify, defend, and hold harmless the City of Gainesville and/or GRU from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to GRU's misuse or modification or Contractor(s)'s products or GRU's operation or use of Contractor(s)'s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in Contractor(s)'s opinion is likely to become the subject of such a suit, Contractor(s) may at its sole expense procure for GRU the right to continue using the product or to modify it to become non-infringing. If Contractor(s) is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Contractor(s) shall remove the product and refund GRU the amounts paid in excess of a reasonable rental for past use. GRU shall not be liable for any royalties if applicable.
- C. Contractor(s)'s obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Contractor(s)
  1. written notice of any action or threatened action,
  2. defending the action at Contractor(s)'s sole expense. Contractor(s) shall not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor(s)'s prior written consent, which will not be unreasonably withheld.
- D. The provisions of this section shall survive the termination or expiration of this Contract.
- E. The Contractor(s) shall indemnify and hold harmless GRU from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the Contractor(s) or by or in consequence of any neglect in safeguarding the work through use of unacceptable materials or workmanship or by or on account of any activity or omission, neglect or misconduct of the Contractor(s) or by or on account of any claim or amounts recovered from any infringement of patent, trademark, or copyright or from any claims or amounts arising or recovered under the "Worker's Compensation Law" and non-compliance with any local, state or federal codes, ordinances, orders or statutes, including the Occupational Safety and Health Act. This guarantee is in addition to and not intended as a limitation to any other warranty, express or implied. The City of Gainesville has adopted a Resolution that formally adopts the policy that the City does not contractually agree to indemnify other parties except in certain limited circumstances. The provisions of this section shall survive the termination or expiration of this Contract.
- F. Pursuant to Section 725.08, Florida Statutes, **this** Contract qualifies as a professional services contract and Contractor(s) qualifies as a design professional, as defined under Chapter 471 of the Florida Statutes. Notwithstanding the provisions of Section 725.06, Florida Statutes, Contractor(s) agrees to

indemnify and hold harmless GRU, its elected officials, its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the Contractor(s) in the performance of this Contract.

- G. Contractor(s) represents and warrants that Contractor(s) shall not infringe a trademark, copyright, patent, trade secret or any such intellectual property right in the performance of this Contract. In the event of an infringement suit related to or resulting from this Agreement, Contractor(s) represents and warrants that GRU will not be liable for any damages or royalties if applicable.

#### 21.4. DISPUTES

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be borne equally by both parties. The venue for mediation and any subsequent litigation shall be in Alachua County, Florida.

#### 21.5. DELAY

Notwithstanding the completion schedule, GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time will be Contractor(s)'s sole and exclusive remedy for such delay. If the project is stopped or delayed for more than three (3) consecutive months and GRU or Contractor(s) elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then Contractor(s)'s sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. Contractor(s) is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

#### 21.6. DEFAULT

If Contractor(s) should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for Contractor(s), or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if Contractor(s) should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) calendar days prior written notice to Contractor(s) of its intent to terminate and such default should continue un-remedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. Contractor(s) will be liable to GRU for any damages resulting from such default.

#### 21.7. TERMINATION

- A. Termination for Convenience. GRU may, by providing thirty "30" calendar days written notice to Contractor(s), terminate this Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, Contractor(s) shall stop all Work and cause its suppliers

and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU shall pay Contractor(s) for goods and services accepted as of the date of termination, and for Contractor(s)'s actual and reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date of this contract.

- B. Termination for Cause (Cancellation). GRU may terminate this Contract for cause if Contractor(s) materially breaches this Contract by:
- a. refusing, failing or being unable to properly manage or perform;
  - b. refusing, failing or being unable to make prompt payment to subcontractors;
  - c. disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Work;
  - d. refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or
  - e. refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and Contractor(s).
- C. Funding out Clause. If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause by providing Contractor(s) with thirty (30) calendar day's written notice to Contractor(s).

#### 21.8. FORCE MAJEURE

No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that:

- A. the non-performing Party is without fault in causing such default or delay; and
- B. such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to:
  1. acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of GRU to secure approval; validation or sale of bonds; inability of GRU or Supplier to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

## 21.9. AUTHORIZED REPRESENTATIVES

The Purchasing Representative for this Solicitation/Contract is Dana Earl. Bidders shall submit all inquiries regarding this bid via GRU e-Procurement Portal, located at <https://procurement.opengov.com/portal/GRU>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on GRU e-Procurement Portal. Bidders shall click "**Follow**" on this bid to receive an email notification when answers are posted. ***It is the responsibility of the bidder to check the website for answers to inquiries.***

## 21.10. INSURANCE

Contractor(s) shall meet the minimum insurance requirements at all times as required by law and GRU. Contractor(s) shall notify GRU of any changes in coverage within seven (7) business days of knowledge of such change taking effect. Failure to maintain minimum coverage may result in breach of Contract. Contractor(s) shall procure and maintain insurance with coverage amounts as required. Contractor(s) must furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

## 21.11. MINIMUM INSURANCE AMOUNTS REQUIRED

Insurance is required in the amounts set forth below:

- Commercial General Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability Insurance: in the amount of \$1,000,000 combined single limit per claim and in the aggregate for bodily injury or property damage.
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Worker's Compensation:
  - State (Florida): Statutory
  - Applicable Federal: Statutory
  - Employer's Liability:
    - \$500,000 per Accident
    - \$500,000 Disease, Policy Limit
    - \$500,000 Disease, Each Employee
- Excess Liability: \$1,000,000

## 21.12. ORDER OF PRECEDENCE

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:

- A. Any modification to this Contract
- B. Contract
- C. GRU Technical Specifications
- D. GRU Supplemental Conditions

- E. GRU General Conditions
- F. GRU Instructions
- G. Contractor(s) Response

**RFP 2024-020 - General Legal Representation  
Evaluation Matrix**

**Evaluator Name:**

**Date Completed:**

	Ackerman	Allen Norton & Blue	Folds Walker	Gray Robinson
<b>Approach: (30 pts. max.)</b>				
A. Approach to scope of work to provide full legal representation for GRU	17	5	11	19
B. A				
<b>Total for Approach</b>	17	5	11	19
<b>Qualifications: (40 pts. max.)</b>				
A. Qualifications: Provide a brief summary of your firms history, capabilities, and recent (within last five years) relevant experience, including demonstrated experience with similar projects and services and relevant professional licenses and certifications. <b>(10 pts. max.)</b>	10	3	5	9
B. Do they have municipal utility experience or other large complex organizations with a minimum of 250 million of operations revenues. <b>(10 pts. max.)</b>	9	4	4	10

C. Key Personnel: The name, background, and relevant expertise and experience of the firm members proposed to have primary responsibility for employment and labor services required by GRU. (10 pts. Max.)	8	5	7	9
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D. References: List at least three references for whom comparable services were provided within the last five years. Include the name of the client, name for the contact, telephone number of the contact, email address of the contact brief description of the services provided and your firm's role and the start and completion date(s) for the services. Provide at least one client where you had to address a conflict of interest issue. (10 pts. max.)	7	6	6	7
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<b>Total for Qualifications</b>	<b>34</b>	<b>18</b>	<b>22</b>	<b>35</b>
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**Availability: (10 pts max.)**

Availability of the Firm to attend meetings in person and virtually as business requires. (5 pts. max.)	4	4	5	5
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Response time to urgent/timely issues like trespass, cease working on property issues, etc. (5 pts. max.)	5	1	5	5
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<b>Total for Availability</b>	<b>9</b>	<b>5</b>	<b>10</b>	<b>10</b>
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**Price: (20 pts. max.; prorated)**

	10	18	20	18
Local Preference			5	5

<b>Total Score: (100 pts. max.)</b>	<b>70</b>	<b>46</b>	<b>68</b>	<b>87</b>
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700+ Lawyers  
24 Offices

# Akerman RFP Response for Gainesville Regional Utilities

## Capabilities to Provide General Legal Representation

February 02, 2024

Prepared by

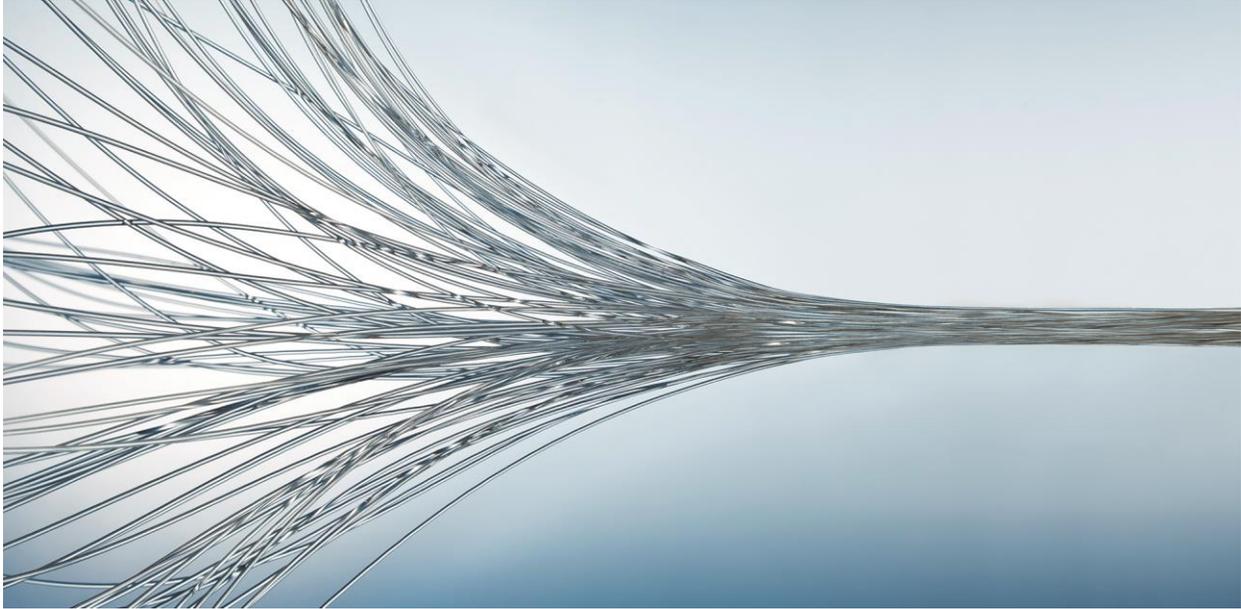
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# What's Inside



3	Section 4 – Response Submittals
4	Section 7 – Technical Specifications/Scope of Work
32	Section 9 – Evaluation Phase
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	Appendix I – Price Proposal
	Appendix II – Advanced Waivers
	Appendix III – Attorney Sealed Certificates of Good Standing

# Section 4 - Response Submittals

## 4.1 Respondent's Certification

Akerman LLP's signed Respondent's Certification has been uploaded to OpenGov.

## 4.2 Drug-Free Workplace Certification Form

Akerman LLP's signed Drug-Free Workplace Certification has been uploaded to OpenGov.

## 4.3 Pricing Response /Table

Akerman LLP's Pricing Response may be found in Appendix I.

## 4.4 Do you have any Clarifications and/or Exceptions to this Solicitation?

Yes. Our exceptions are included in the body of this proposal in Section 10, Clarifications and Expectations.

## 4.5. Submittals for required answers in the Technical Specifications/Scope of work should be limited to no more than 35 pages. Submittals should be presented in the order the questions and required responses are presented under each header in the Technical Specifications/Scope of Work. Did you answer and provide all of the responses required?\*

Yes.

# Section 7 - Technical Specifications/Scope of Work

## **7.1 Scope of Work**

GRU operations provides multiple services including energy generation, energy delivery, natural gas, telecommunications, water, and wastewater. While each of GRU's operating lines of business and regular business functions have unique needs and legal requirements, the following is a list services that are commonly encountered across all our lines of business. However, Respondents may limit their proposals to specific practice areas or may include additional services which the Respondent believes would enhance the implementation of the proposed Scope of Work. Respondents may provide pricing for subsets of services or for all services proposed. Pricing for one (1) year with optional extension at GRU's discretion.

The firm or lawyer is expected to provide guidance and representation for the specialty they are assigned. This is dependent on business requirements. Such general legal representations include, but not limited to:

### **Contract Review**

- Assist with developing Utility- wide and customer policies
- Assist with the development of construction contracts for various design and construction delivery methods, including but not limited to design-bid-build, design build, construction manager at risk (CM@R), engineering professional service agreements, and procurement and construction (EPC).
- Review contracts for technical service and material procurement for major capital projects
- Provide interpretation and recommendations for liability and indemnification.
- Assist with interpretation of agreements/contracts.
- Assist with negotiations of agreements.

We have addressed the above services within our description of experience included in the Utilities and Power section beginning on page 10, the General Counsel section beginning on page 11 and the Litigation section beginning on page 18.

### **Claims Review**

- Review claims against GRU and make recommendations for settlement.
- Represent and/or provide guidance to the utility in mediation, lawsuits, and hearings Advocate on behalf of GRU in conflict resolution.

We have addressed the above services within our description of experience included in the Litigation section beginning on page 18.

### **Industry compliance and strategy development**

- Provide notification and responses to proposed changes to federal regulations, state statutes, county land development codes and city codes and ordinances that could impact GRU's utility operations.

# Section 7 - Technical Specifications/Scope of Work

- **Provide regulatory review of permits, consent orders, fines, penalties and notices of non-compliance.**
- **Represent and/ or provide guidance to GRU in regulatory enforcement and compliance hearings.**
- **Develop customized strategies for regulatory and environmental compliance, staying abreast of compliance legislation, and providing a mechanism for GRU's interests to be considered in local, state and national policy and regulatory processes.**
- **Research and have expertise in industry practices/ utility policies and procedures.**

We have addressed the above services within our description of experience included in the General Counsel section on beginning on page 11 and the Litigation section beginning on page 18.

## **Employee Relations**

- **Assist with employee separations/terminations.**
- **Assist with immigration laws.**
- **Review and assist with developing labor agreements.**
- **Provide interpretation of labor laws and standards.**

We have addressed the above services within our description of experience included in the Employee Relations section beginning on page 13.

## **Legal Services**

- **Provide legal representation and advice with respect to environmental permitting, enforcement, and regulatory matters. Environmental legal representation advises on water, wastewater, air, and solid and hazard waste issues.**
- **Legal assistance concerning Power Purchase Agreement(s) (PPA).**
- **Representation for insurance litigation and claims**
- **Legal representation for collection of delinquent accounts**
- **Legal consultant for business expansion opportunities**
- **Legal services for general regulatory issues**
- **Legal services for telecommunication and internet service provider services**
- **Legal services property tax**
- **Legal services related to construction contracts.**
- **legal services for software licensing, risk and cybersecurity**

We have addressed the above services within our description of experience included in the Environmental section beginning on page 15, the Utilities and Power Sector section beginning on page 10, the General Counsel section beginning on page 11, the Construction section beginning on page 14 and the Litigation section beginning on page 18.

## **Real Estate**

- **Reviews real estate documents for form and legality.**

# Section 7 - Technical Specifications/Scope of Work

- **Assists in the creation of verbiage for real estate acquisitions dispositions, title, and special conditions.**
- **Must be able to provide timely responses to urgent matters such as trespass, cease working on property issuances, and public records requests.**

We have addressed the above services within our description of experience included in the Real Estate section beginning on page 12.

## **Facilities and Security**

- **Provide representation regarding physical security issues, i.e. trespassing, signage requirements, etc.**
- **Provide representation regarding contract terms and breach of contract**
- **Provide consultation regarding Public Records Requests and related responses.**

We have addressed the above services within our description of experience included in the Litigation section on beginning page 18 and the General Counsel section beginning on page 11.

## **Public Records**

- **Provide consultation regarding Public Records Requests and related responses.**

We have addressed the above services within our description of experience included in the General Counsel section beginning on page 11.

## **GRU Authority**

- **Provide consultation to the GRU Authority.**
- **Attend GRU Authority meetings and workshops.**

We have addressed the above services within our description of experience included in the General Counsel section on page 11.

## **From Addendum 1**

### **2. Section 7.1 Scope of Work, add the following services to the end of this section:**

- **Review, assist with development and approve as to form and legality for construction or professional service contracts that are shared jointly with General Government (GG), GRU and the former Community Redevelopment Agency (CRA).**
- **File Trademark renewals with US Patent and Trademark Office**
- **Compile/prepare Appendix A every other year (approximately 10 hours of work)**
- **Work with IT staff to improve contract review procedures and coordination between GRU, Procurement, and the City Attorney's Office.**
- **File and defend County court cases arising out of negligent excavations.**

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We have addressed the above services within our description of experience included in the Intellectual Property section beginning on page 19, the Litigation section beginning on page 18 and the General Counsel section beginning on page 11.

## **Experience of the Law Firm**

### **From Addendum 1**

**Section 7.1 Scope of Work, Experience of Law Firm, add the following additional bullets:**

- **Provide details with experience in multiple contract negotiations / review of at least \$25 million.**
- **Public Private Partnerships (PPP), Advanced Metering Infrastructure (AMI), Customer Information Systems**
- **(CIS) and Financial Management Information Systems (FMIS), new gas plants of over \$50 million;**
- **Power Purchase Agreements (PPA) at \$50-100 million etc.**
- **Provide details with experience in regulatory environments that can include Public Service Commission (PSC), Environmental Protection Agency (EPA), etc. (water regulatory environments or electric Federal Energy Regulation Commission (FERC) requirements.**

We have addressed the above services within our description of experience included in the Utilities and Power Sector section beginning on page 10 and the Environmental section beginning on page 14.

## **History and Capabilities**

Akerman LLP is a top 100 law firm, with a deep bench of professions. Since its founding in Florida in 1920 by Alexander Akerman and John Cheney, two Orlando lawyers, Akerman has often provided the legal support for its government clients. One of Akerman's earliest partners, Billy Dial, was instrumental in the routing of Interstate 4 through the Orlando area, the procurement of land for Disney World, and the founding of The First National Bank of Orlando, now Truist. What is known today as Akerman LLP grew with the City of Orlando to become central Florida's premier law firm.

During the 1990s Akerman's growth led to the establishment of a substantial presence in Florida with the opening of eight additional offices located in Jacksonville, Tallahassee, Fort Lauderdale, Miami, Naples, Tampa, West Palm Beach, and Boca Raton. Our connections and relationships in Florida span state and local government, public and private companies and organizations, financial and educational institutions, investors, and public-private partnerships.

Today, Akerman is a top 100 U.S. law firm with 24 offices in 13 states. Operating as a limited liability partnership organized under the laws of Florida, our 725+ lawyers practice in more than 90 areas of law within 12 major lines of business including Government Affairs and Public Policy, Real Estate, Consumer

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Financial Services, Bankruptcy and Reorganization, Tax, Healthcare, Labor and Employment, Litigation, Corporate, Fraud and Recovery, Intellectual Property, and International.

Our services include, among other areas, general corporate representation; representation of governmental agencies; public and municipal finance matters; transportation law (including FDOT and FTA-regulatory matters); general litigation; construction law; private-public partnerships (e.g., P3 matters); environmental law; real property and land use, including eminent domain or condemnation; employment/equal employment opportunity/civil rights/labor law relations; and litigation in the specific foregoing areas throughout the State. In addition, Akerman has a thorough understanding of the utilities sector and the nuances that define it, and we routinely assist utilities on a wide spectrum of legal issues. Akerman has the breadth and depth of experience to address the scope of work requested in GRU's RFP as well as a host of other matters.

Select examples of our experience in representing local governmental entities in general and utilities specifically include:

- One of our partners and proposed member of the team, Cindy Laquidara, has represented JEA for decades. From her first representation of JEA in its joint venture with FPL for the St. Johns River Power Park in 1984, and then as counsel through the construction of generating stations as well as their closure and dismantling, through the creation of solar contracts, the defense of environmental claims, and restructuring of internal labor, Ms. Laquidara has addressed the broad spectrum of needs held by multi-utility companies such as GRU. In addition, she is continuing to represent the City of Pembroke Pines regarding its wastewater services with Hollywood, Florida, and has recently advised a successful bidder for JEA against a rejected bidder for a large metering contract. We continue to advise JEA regarding certain pension matters as well.
- One of our partners and proposed member of the team, Jeffrey Gilmore, represented the Owner/Developer of a 75-megawatt New England biomass-energy plant involving the conversion of a former paper mill into a state-of-the-art power generation facility, involving litigation in three forums, resulting in client recovery of damages and dismissal of EPC contractor claims.
- Cindy Laquidara served as Chief Deputy General Counsel, and then General Counsel, for the consolidated City of Jacksonville. During her tenure, she led the division of Jacksonville Airport Authority and the Jacksonville Port Authority into two distinct entities. As General Counsel, she was the lead attorney and General Counsel for the Jacksonville Airport Authority, and negotiated concession agreements, reviewed, and approved funding agreements, fixed based operators leases, and addressed day-to-day matters such as religious activities in the airport, and pre-emption regarding land use. She drafted (with an assistant general counsel) and litigated successfully the case on private-public agreements for the long-term lease of property, which was ultimately approved by the Florida Supreme Court in *Jackson Shaw vs. Jacksonville Aviation Authority*, the now seminal case on public investment in private enterprise in Florida. Ms. Laquidara tried the case, briefed, and argued it. Thereafter, in private practice, Ms. Laquidara has been called upon to mediate between cities and developers; has represented cities in defense of Sunshine Act and public records claims, beach erosion claims, ethics issues, Title VII claims,

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wastewater contract claims, ethics claims against elected officials, fire engine contractual issues, public records, and disciplinary charges against a City's fire department by the state, and a multitude of additional representations. She has advised and will continue to advise Sunshine bodies both in the Sunshine, in the Shade, and individually as distinct members (without of course polling, which is prohibited.) She has handled many, many, bid disputes and is well-versed in the subject, having first successfully argued a dispute in the mid 1980s. She has a number of published opinions, in state and federal court.

- Proposed team member James Porter currently represents the Hillsborough County Aviation Authority in land use and litigation matters. Accordingly, land use attorneys, certified in city, county, and local government law routinely advise the Authority on the many issues before it.
- Proposed team member Richard Pinsky serves as the lobbyist for the Port of Palm Beach. Also, as part of our representation before the Florida Legislature on behalf of Miami-Dade County, our assignment includes Dade County's Port and Airport issues.
- Representation of Miami International Airport in connection with drafting general construction and design professional agreements and oversight of a new aircraft hangar and additional taxi-way at the airport.
- Representation of Metropolitan Washington Airport Authority with respect to a variety of capital improvement initiatives at Dulles International Airport. Involved in drafting of the design-build contract for this \$4 billion Dulles Rail project, which involves the 23-mile extension of the WMATA subway system to Dulles Airport. Assisted MWAA in connection with various construction phase disputes related to the underground Automated People Mover (APM) train system that will connect the main terminal at Dulles with other concourses. The system will provide an underground transit facility that will replace the current mobile lounges.

Akerman has a deep bench of attorneys experienced in serving government entities with a full range of legal services. We have provided services similar to those in GRU's stated scope of services, and/or participated in public finance transactions, for many Florida authorities, counties, and cities, including:

Counties: Miami-Dade County, Baker County, Bradford County, Brevard County, Broward County, Citrus County, Clay County, Collier County, Dade County, Duval County, Escambia County, Gadsden County, Hardee County, Highlands County, Hillsborough County, Holmes County, Indian River County, Lake County, Lee County, Leon County, Madison County, Martin County, Nassau County, Orange County, Palm Beach County, Pasco County, Pinellas County, St. Johns County, St. Lucie County, Sarasota County, Seminole County, Sumter County, and Volusia County.

Cities: Atlantic Beach, Boca Raton, Coconut Creek, Cooper City, Davenport, Davie, Deerfield Beach, Deland, Deltona, Dunedin, Jacksonville Beach, Gainesville, Hallendale, Hialeah, Highlands Beach, Kissimmee, Lake Wales, Largo, Naples, Ocala, Palm Bay, Parkland, Pembroke Pines, Plantation, Port Orange, Port St. Lucie, St. Augustine, St. Petersburg, Sanibel, Stuart, Tamarac, Temple Terrace, Village of North Palm Beach, Wauchula, Westlake, Weston, and Winter Springs.

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School Districts and Educational Facilities: Alachua County School Board, Duval County School Board, Florida Gulf Coast University, Holmes County School Board, Indian River County School Board, Polk County School Board, School Board of Broward County, Orange County School Board, School Board of Pasco County, School Board of Sumter County, University of Central Florida, University of Florida, University of North Florida, University of South Florida, University of Tampa, and St Leo University.

Authorities: (housing, health facilities, transportation, or utility): Alachua County, Clay County, State of Florida, Florida Development Finance Corporation, Florida Housing Finance Corporation, Duval County, Escambia County; Ft. Pierce, Higher Education Finance Authority, JEA, Key West, Leon County, Miami-Dade County, Orange County, Osceola County, St. Johns County, Titusville, and West Palm Beach.

## **Utilities and Power Sector Experience**

Akerman's representation of utilities encompasses regulatory compliance, government relations, permitting, contracts, construction projects, transactional matters, and multi-district, multi-county litigation. We are experienced in assisting clients with project agreements, software license agreements, service contracts, drafting and negotiation of engineering, construction, and procurement agreements, operations and maintenance agreements, and energy management services agreements along with guaranties, letters of credit and ancillary documents We also assist clients with development of Utility-wide and customer policies, business expansion opportunities, and development of utility policies and procedures.

We have significant experience in both conventional and renewable power serving government entities, sponsors, financial institutions, and developers. We have handled deals involving conventional power generation, transmission and distribution infrastructure, renewable energy (including wind power as well as utility and distributed solar power), energy storage, nuclear power siting and other traditional and evolving electric power technologies.

Our multidisciplinary team provides comprehensive representation in all areas related to project development and project finance, including land use, construction, government affairs, corporate, economic development incentives, and tax credit financing. We regularly guide clients through energy-related transactions, including mergers and acquisitions, capital market transactions, and financings. In addition, with longstanding relationships at administrative and regulatory agencies, we counsel clients on complex compliance matters.

We also have extensive experience in representing developers and contractors with large power plant construction concerns and electric power transmission To promote and support our clients, members of the Water Law Practice have participated in developing innovative approaches for financing the modernization of water infrastructure and our Water Task Force is uniquely positioned to address permitting and other water related issues.

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Our power sector experience encompasses:

- Power plant projects spanning gas, coal and renewable facilities (solar, wind, biomass, biofuels, hydro, and geothermal)
- Services across all required legal disciplines (project agreements, tax, real property, regulatory, environmental, energy performance contracting (EPC), finance & land use)
- Joint ventures for development
- Decommissioning and state regulatory compliance and agreements
- FERC/NERC compliance
- Utility state regulatory and compliance
- Market design/market power and related issues
- Administrative litigation (state and federal) including rate cases and rate design in various jurisdictions
- Regulatory advice before federal, state and regional agencies, such as Regional Transmission Organizations (RTO's), covering facility operations and reliability, including Qualifying Facilities (QFs) status, energy distribution and marketing, grid access and interconnection, net metering, emissions trading, self-generation, and self-supply
- Utility-Scale Power Purchase Agreements and Prepaid and Other Non-Traditional Power Purchase Agreements
- International Swaps and Derivatives Association (ISDA), and North American Energy Standards Board (NAESB), based physical and financial transactions, and other hedging of risk through swap arrangements
- Energy-related derivatives Power Purchase Agreements with municipal owned utilities, rural co-ops, investor owned utilities, and Commercial and Industrial (C&I) off-takers
- Agreements to buy and sell Renewable Energy Certificates (RECs) and other environmental attributes, and Renewable Portfolio Standards (RPS) compliance and trading

Akerman has long been involved in every aspect of energy related policy on behalf of our clients. From our presence in the power generation network of providers; our reputation and involvement in the water supply sector underscored by Akerman's Water Task Force; our representation of the state's two leading renewable energy associations; and our expertise in the solid waste and wastewater industry, will assure GRU is made aware of and has the opportunity to participate in any coalition impacting GRU.

## **General Counsel Experience**

Members of our firm have served, and continue to serve, as outside general counsel to numerous governmental and private business entities, including the Central Florida Regional Transportation Authority (LYNX), the Orlando-Orange County Expressway Authority (former representation), and the South Florida Regional Transportation Authority (Tri-Rail), and outside special counsel to numerous governmental and private business entities, including the City of Orlando and Orange County, Florida. Our attorneys have a strong working knowledge of legal issues impacting such clients, including those related to utilities, transportation, general operations and contracting, procurement, public finance, construction, real estate and land use, public records laws, and more.

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In our capacity as outside general counsel to various governmental entities, we regularly attend board and other committee meetings and advise the boards of directors and senior staff on a wide variety of issues, including procurement and compliance with administrative rules. We also routinely advise governmental entities in connection with federal and state laws and regulations, including the Government in the Sunshine Law, the Public Records Act, and state procurement statutes. Additionally, we provide continuous advice and counsel to the individual board members and staff. We also conduct periodic meetings with our government clients to review ongoing matters. For example, we routinely advise the boards regarding procedure, and other legal matters. We take pride in being highly accessible to our governmental clients by, among other things, providing them with direct call telephone numbers for attorneys representing such clients.

Our lawyers regularly draft, structure, negotiate, and review supplier and vendor contracts, construction contracts, design (engineering, architect, etc.) agreements, consulting agreements, software license agreements, design-build agreements, integrated project development agreements, professional service agreements, requests for proposals, invitations to bid, and all of the various ancillary contract administration and project management agreements such as change orders, waivers and releases of lien, payment applications and affidavits, claims of lien and payment and performance bonds. With in-depth knowledge of the procurement process, our team provides guidance on the range of legal matters present in the supply chain, from contract formation and administration to contract performance and dispute resolution.

With a strong bench of attorneys with deep experience in the Florida regulatory environment, Akerman's attorneys represent authorities, counties and cities in all aspects of governmental disputes, investigations, regulatory enforcement matters, grand jury probes, internal investigations, and administrative proceedings. We routinely evaluate federal and state and local legal and regulatory obligations and prepare notification communications and responses to proposed changes for our clients. Further, we regularly provide counsel and guidance regarding compliance, and conduct review of permits, consent orders, fines, penalties and notices of non-compliance. As part of our government relations consulting service, we monitor and track over 3,000 pieces of legislation and amendments leading up to and during a Legislative Session. As Bills and amendments are electronically filed that either directly or indirectly affect a client they are immediately forwarded for review and ranking of importance. During Session, actions taken upon any legislation is reported to you via email or video reporting on a daily basis.

## **Real Estate Experience**

Akerman's Real Estate Practice Group is consistently distinguished as one of the leading teams of real estate lawyers and development professionals in the United States. Our longstanding record of success on behalf of our clients has been acknowledged by *U.S. News – Best Lawyers*, *Chambers USA*, *The Legal 500*, and *Law360*, among others.

We are known for our “deep bench of attorneys experienced in guiding clients through all aspects of real estate law” (*Chambers USA*) and our “business acumen and prompt attention to matters” (*The Legal 500*).

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What this means for GRU is that we provide comprehensive and fully integrated services to clients across the United States, advising on the full range of sophisticated real estate transactions, from reviewing documents for compliance, form and legality to assisting with crafting and wordsmithing documents concerning real estate acquisitions, dispositions, titles, or special conditions. And recognition for our prompt attention means that GRU can count on timely responses to all of its most urgent matters.

Akerman's Tax Practice Group advises clients on all aspects of their real estate and taxable personal property taxation issues. Our team provides assistance with business and personal property tax filings, represents property owners during all stages of valuation appeals, counsels clients on obtaining and maintaining property tax exemptions, and advises clients on property tax classification issues.

Recognized by *Chambers USA* as a leading law firm for Florida Land Use Law, our lawyers and planners are noted for being "very knowledgeable and easy to work with." Our multidisciplinary team provides comprehensive counseling and support throughout all phases of the most complex and challenging projects—efficiently addressing issues such as land acquisition, financing, environmental law, construction, and dispute resolution. In addition to providing clients with legal, expert witness, and lobbying services, we also assist with project management—assembling and coordinating a team of consultants to address the technical aspects of a project. With team members who have held high-level positions with state and local government agencies, we are known and respected by the development and regulatory community—allowing us to work effectively with participants on all sides of the development process.

Presently, proposed client team member Robert Leapley is representing Space Coast Town Centre I, LLC in the development of an approximately 155-acre mixed-use property located in West Melbourne, Florida. It will be located in one of the fastest-growing regions in the country, given all the development in the technology, private defense, and aerospace sectors. The centre will include hundreds of thousands of square feet of office, retail and hospitality; a grocery store; luxury multifamily housing units; and a charming lake serving as the focal spot for the waterfront square and surrounding buildings.

## **Employee Relations Experience**

Our Labor and Employment Practice Group is perennially ranked by leading industry publications, including by *Chambers USA*, which notes our "extraordinary" approach to client service and our "trusted" practice for our work in developing strategies for preventing workplace discrimination, harassment, and retaliation; conducting sensitivity, diversity, harassment, and similar training; providing counsel regarding federal, state, and local employment laws; providing guidance regarding employee separations and terminations; and conducting internal audits to ensure compliance with state and federal workplace laws. In addition, we routinely defend clients in employment litigation including age, race, sexual harassment, sexual orientation, national origin, disability, veterans' rights, and religious discrimination claims, employment tort claims, claims of negligent hiring and retention, and lawsuits brought under Title VII, ADA, the Age Discrimination in Employment Act (ADEA), the Family and Medical Leave Act (FMLA), the

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Equal Pay Act, the Pregnancy Discrimination Act, and other anti-discrimination federal, state, and local laws.

Our traditional labor law sub-practice specializes in a range of labor relations issues dealing with unions and union prevention, collective bargaining, employment law compliance, non-compete and trade secret issues, and ADA public access. Our work has included reviewing and assisting with the development of labor agreements, negotiating hundreds of collective bargaining agreements, responding to strikes and picketing, and litigating grievance arbitrations and issues before the NLRB. We have negotiated or litigated against, and otherwise dealt with, virtually every major union. Akerman's experience provides management with interpretation of labor laws and standards and astute guidance that is based upon decades of interactions with unions, an understanding of their strategies and tactics, and experience in navigating the complicated dynamic of employee relations and the complex framework of federal, state, and local laws.

We can assist GRU with any matters related to immigration laws. Our Immigration Planning and Compliance Practice provides advanced and cutting-edge legal guidance to multinational and domestic businesses and institutions nationwide and to foreign nationals seeking to relocate to, invest in, or conduct business in the United States. Our immigration and labor professionals have a wealth of experience counseling U.S. and international companies and their employees in all aspects of immigration and nationality law, from nonimmigrant to immigrant (green card) visas to U.S. naturalization. The firm is Recognized by *Chambers USA* and *The Legal 500* as a national leader in immigration law.

Recently, proposed client service team member Scott Silverman led the Akerman team representing Saint Leo University (Florida) in defense of consolidated unfair labor practice charges stemming from its withdrawal of recognition of United Faculty of Saint Leo University, United Faculty of Florida, as the collective bargaining representative of full-time faculty on the University campus. The matter involves a unique test case of the National Labor Relations Board's continued adherence to the standard of religious exemption to the Board's jurisdiction set forth in *Bethany College (Kansas)*, 369 NLRB No. 98 (2020). On February 23, 2023, Administrative Law Judge Ira Sandron ruled in favor of the University, concluding that it is a religious institution exempt from the coverage of the National Labor Relations Act.

## **Construction Experience**

Akerman's national Construction Practice is involved in the legal aspects of major construction initiatives and infrastructure projects around the world, providing pragmatic counsel on contracting strategies, contract drafting, formation, and administration issues, as well as construction litigation and various alternative dispute resolution methodologies. Our multidisciplinary team serves a wide array of sector participants, including contractors, public and private owners, design professionals, insurance carriers, sureties, and lenders. Working in tandem with our nationally acclaimed real estate practice, we provide integrated and seamless representation throughout the entire lifecycle of a construction project—from early project planning, structuring, and development to final project delivery.

Ranked Tier One in the United States in Construction Law and Construction Litigation by *U.S. News – Best Lawyers*, and recognized by *The Legal 500* as a national leader in construction law, we are recognized for

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our experience in mixed-use and urban development projects, transportation, energy, public infrastructure, housing, retail and hospitality, and healthcare projects. The members of our leading-edge Construction Law practice group are accustomed to and skilled with working with all the latest design and construction delivery methods, including design-bid-build, design build, construction manager at risk (CM@R), EPC, and the latest engineering professional service agreements.

- Akerman's Construction practice includes Florida Board Certified and LEED accredited lawyers, and former engineers and a past president of the American College of Construction Lawyers.
- Our team provides all legal services related to construction contracts and manages all aspects of a construction project, including contract review and litigation of a wide range of issues. Our capacity to review, assist with development and approve as to form and legality for construction or professional service contracts that are shared jointly with General Government (GG), GRU and the former Community Redevelopment Agency exceeds that of other applicants.
- Our Construction team is fully integrated with the firm's leading Real Estate practice, which is at the forefront of large-scale development projects in Florida. We provide comprehensive and seamless support to clients tackling very complex projects throughout Florida.
- We represent Florida clients as well as others throughout the United States in federal and state courts, administrative agencies, governmental tribunals, arbitration proceedings, and before Dispute Resolution Boards, and are particularly well known for preventing, mitigating, and resolving complex delay and performance claims.

As one example of our recent Florida Construction experience, Stacy Bercun Bohm, a proposed GRU team member, is a lead partner of the Akerman team representing Faena Group in the development of the Faena District, a three block long mixed-use project in Miami Beach. The project includes redevelopment of the historic Saxony Hotel in Miami Beach; the construction of an adjacent condominium tower; the construction and renovation of multiple buildings; the development of the Versailles Hotel property as a luxury condominium project; and the renovation of a boutique hotel. Our representation included site plan approval, zoning and land use amendments and related development approvals, acquisition of additional property, and design and construction contracts and construction and admin issues that arise on a daily basis due to the size and complexity of the project.

## **Environmental Experience**

Akerman offers access to a legal team that can successfully anticipate potential liabilities and resolve disputes with respect to a company's potential environmental exposure in Florida. Boasting a leading environmental regulatory practice, we assist in the changing needs of the Florida market. Ranked by *U.S. News – Best Lawyers* as a national tier one law firm for Environmental Law, Akerman's Environment and Natural Resources team advises public and private entities throughout the United States in all facets of environmental counseling, environmental permitting, enforcement and due diligence concerning nearly every kind of environmental regulatory challenge they might face.

Although Akerman's Environment and Natural Resources team provides legal representation on water, wastewater, air, and solid and hazard waste issues, we are the go-to law firm in Florida for wetlands

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permitting and enforcement matters due to our proven track record and extensive experience evaluating and managing contaminated property portfolios, obtaining Brownfield designation for these properties, and maximizing liability protection benefits for a range of property types including those sites formerly utilized for solid waste disposal/landfills, industrial manufacturing, golf courses, and gas and electricity generation. Our core strengths include legal work surrounding contaminated property, environmental litigation, Brownfields redevelopment, and wetlands permitting and enforcement. Akerman offers the services of our Water Task Force, a team of environmental attorneys who understand the critical effect of regulation of water supply and water pollution on governmental, commercial, industrial, and agricultural activities. These multidisciplinary lawyers and consultants have the requisite regulatory and environmental experience to meet the water resource challenges facing our clients.

Akerman's seasoned team of lawyers and policy consultants guide clients through ever-changing legal, policy, and political trends in environmental law and regulation. Your proposed team includes resources such as a former deputy general counsel at the Florida DEP. Our team members, many of whom are former regulators or legislative committee members, maintain strong relationships at the Environmental Protection Agency (EPA), Department of the Interior, Department of Energy (DOE), and U.S. Army Corps of Engineers. With our deep knowledge and hands-on experience, we will help you understand and comply with applicable state and federal regulations.

Details of our experience in regulatory environments include that our litigators defend clients in a wide range of civil and criminal enforcement actions arising out of the major federal environmental statutes—including the Clean Air Act, Clean Water Act, Safe Drinking Water Act, CERCLA (Superfund), FIFRA, RCRA, TSCA, and EPCRA (Right-to-Know)—as well as climate change regulation, renewable energy regulation, and project development. One of the proposed members of the GRU team, Jim Grice, has assisted clients with solar facility projects that included aspects such as development and permitting, electrical power agreements (PPAs) and master lease agreements, interconnection agreements, net metering, renewable energy investment tax credits (ITC) and monetization, renewable energy credits (REC) and monetization, and FERC regulation.

Recent examples of Florida Environmental representations led by Silvia Alderman, a proposed GRU team member who is the Chair of Akerman's Water Task Force, include representing Tohopekaliga Water Authority in its capacity as agent for the Water Cooperative of Central Florida (a consortium of regional utilities) and serves as the Cooperative's general counsel. Akerman also represents the Tohopekaliga Water Authority in permitting matters involving consumptive use of water and wastewater and in contract negotiations for cooperative agreements among area utilities. Akerman also represented in the development of a wheeling agreement for the efficient movement of drinking water among 6 utilities and is presently negotiating a governance agreement among the utility partners for the implementation of a 30 MGD alternative water supply project. Our team is also assisting Toho with the permitting of the alternative water supply project, various domestic wastewater treatment facilities, and a surface water treatment facility to augment a regional 300-mile-long pipeline reuse system, that is unique in the area. We also represented Toho in a multi-party rule challenge to Central Florida Water Initiative Area rules.

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Silvia also represents Leon County in an ongoing fashion as board counsel for the Tallahassee-Leon County Planning Commission, Board of Adjustment and Appeals, and the Code Enforcement Board.

## **P3 Experience**

Akerman has significant infrastructure and P3 experience representing clients in public-private projects throughout the United States, particularly within the state of Florida. Our lawyers advise clients in the structuring, development, construction, financing, procurement, dispute resolution, and tax implications of P3 and infrastructure privatization projects. In addition, our public policy professionals have significant experience in P3 legislation and in the appropriations process for P3 projects.

We represent federal, state, and local agencies in a range of public-private projects, including energy infrastructure and power generation facilities, sports facilities, parking facilities, correctional facilities, environmental infrastructure, communication infrastructure, roads, rail and transit, and airports. With significant experience in public finance law and development incentives, we have been counsel in connection with billions of dollars in infrastructure financing transactions. Akerman's deep bench of infrastructure and P3 legal service providers are skilled in regulatory, public finance, contracts, real estate, construction, securities, litigation, and tax, and offer assistance through every stage of a project, from bid to close.

Our P3 work includes:

- Public contract law, including state procurement codes and statutes, federal contracts, and grant requirements
- Regulatory, permitting, and environmental issues and litigation
- Counseling regarding an array of complex issues relating to local government powers, including tax issues, securities, real estate, technology and intellectual property, and litigation avoidance.
- State and federal lobbying on legislative initiatives, tax reforms, and appropriations earmarks
- Development, construction, and financing of major communication and transportation infrastructure projects
- Due diligence reviews
- Project structuring and financing packages
- Negotiation and drafting of concession, construction, operation, and maintenance agreements
- Negotiation and drafting of design-build contracts

We assisted All Aboard Florida in obtaining site plan approvals, for the development of an intercity train station and mixed-use development in the City of Miami and in dealing with the City of Miami Community Redevelopment Agency on acquisition of land to be included in station development. This is the main station for the \$1.5 billion privately financed inter-city rail system. The station and its towers will have about 1.5 million square feet of office space, almost a million square feet/785 units of residential, 495,000 square feet/820 hotel rooms, 450,000 square feet of retail, and a 63,000 square foot intercity passenger rail station and concourse.

# Section 7 - Technical Specifications/Scope of Work

## **Litigation Experience**

Akerman's formidable team of litigators is ranked Tier One in the United States in Commercial Litigation and Appellate Practice by *U.S. News – Best Lawyers*. With more than 350 litigators across the firm, many with first-chair trial experience, we field one of the largest and most sophisticated trial teams across the Americas. We cover the gamut of litigation, including general business matters (such as collection of delinquent accounts), administrative and regulatory proceedings, construction litigation, employment litigation, insurance litigation and claims, and real estate and environmental litigation. Lawyers on the proposed GRU team also have litigation experience with OSHA matters as well as in the power purchase/transmission space.

Our Akerman litigation team has depth of experience in representing governmental bodies and municipalities. Should a claim be filed against GRU, we would review it and recommend strategies for settling it if that is the best course of action. We have a large and talented team of Florida litigators who are able to provide guidance to or represent GRU in resolving conflicts, mediations or arbitrations, lawsuits, and hearings. Not only are our litigators able to provide representation regarding contract terms and breach of contract, they are typically involved in contract development itself as an added precautionary risk mitigation matter. And our real estate and construction litigators regularly handle matters such as filing and defending municipal court cases arising out of negligent excavations and unanticipated conditions.

Distinguished by *Chambers USA* as “very responsive and extremely knowledgeable,” our expansive litigation team is highly experienced in litigation risk analysis techniques—assessing the strengths and weaknesses of a case to provide clients with a clear understanding of the issues, possible courses of action, and the anticipated outcomes of each alternative.

## **New England BioMass Power Generation Project**

Representation of Owner/Developer of a 75-megawatt biomass-energy plant involving the conversion of a former paper mill into a state-of-the-art power generation facility, involving litigation in three forums, resulting in client recovery of damages and dismissal of EPC contractor claims.

## **Newington Energy**

Representation of Owner in New York action concerning a dispute with the EPC contractor on a 525-mw gas-fired power plant in Newington, New Hampshire. The primary issues between the parties involved claims of approximately \$88 million for differing site conditions, force majeure, and alleged delays in the notice to proceed, among other items.

## **Choctaw Generation Limited Partnership**

Representation as lead counsel in litigation in New York Federal Courts, including appeal to Court of Appeals for the Second Circuit. Assisted Owner in recovery of more than \$80 million in liquidated damages under a letter of credit and related performance bond, in a dispute with its EPC contractor, on a 440-mw lignite power generation plant in Mississippi.

# Section 7 - Technical Specifications/Scope of Work

## **Intellectual Property/Trademark Experience**

Akerman's Intellectual Property Practice Group provides clients with the full-service support needed to manage trademark issues around the world. Our seasoned bench of lawyers, who practice before the U.S. Patent and Trademark Office, the U.S. Trademark Trial and Appeal Board, and in courts of general jurisdiction, have substantial experience in worldwide portfolio prosecution, enforcement management, and branding issues. And with a long history of successes on the litigation front, we regularly resolve trademark disputes for our clients. We routinely assist clients in filing trademark renewals with U.S. Patent and Trademark Office, in addition to procuring, licensing, and enforcing patent, trademark, and copyright rights. We also conduct intellectual property due diligence for complex mergers, acquisitions, and other intellectual property transfers. Akerman's robust Florida Intellectual Property practice offers a full range of IP services to clients in various industries. We provide:

- Trademark and litigation services for entertainment and sports clients such as the PGA Tour (headquartered in Ponte Vedra Beach) and the Florida Panthers.
- Sophisticated trademark prosecution and counselling for companies with worldwide brands. Akerman manages the worldwide trademark portfolio for Travelpro Products, Inc., one of the world's leading luggage companies, headquartered in Boca Raton. We are involved in all aspects of registration, maintenance, and enforcement of the company's major brands Travelpro® and Atlantic®.

## **Government Relations Experience**

Akerman has one of the largest governmental relations practices in the State and one of the largest law offices in Tallahassee, Florida. Within our many specialties practice groups, our lawyers and consultants include former and current state legislators, former mayors and state regulators, former congressional and agency staff members, and former members of the executive branches of government. From our offices throughout Florida and the United States, Akerman has built a large and effective policy practice with points of entry into almost every governmental or quasi-governmental body in Florida and Washington, D.C. Our Government Affairs & Public Policy services include:

- Environment & Natural Resources Policy and Regulation
- Federal Appropriations and Government Funding
- Federal Disability Policy
- Florida Legislative & Executive Lobbying
- Healthcare Legislation & Government Affairs
- Higher Education Policy & Regulation
- Insurance Regulation
- Local Government Advocacy
- Native American Affairs & Tribal Governments Regulation
- Regulated Substances
- Transportation Regulation & Policy
- Travel & Tourism Policy and Regulation
- Water Task Force

# Section 7 - Technical Specifications/Scope of Work

Whether at the state or federal level, Akerman has experience in all phases of legislative, administrative, and regulatory processes. Through having a Washington, D.C. office, which also focuses upon a diverse number of governmental and regulatory issues on behalf of local government clients in Florida and elsewhere, Akerman is able to provide a unique federal perspective when it comes to County and local government public policy issues.

We assisted City of Lake Worth Beach, Town of Lake Clarke Shores, Village of El Portal, and Miami-Dade County, to name a few, obtain state funding in excess of \$25 million for a variety of projects.

## **Bond Counsel Experience**

We are universally recognized for public finance and have earned a reputation for versatility. Listed in the Red Book since 1978, Akerman has served as bond counsel to counties, cities, and other local governments across the country for more than 45 years.

Our experience with municipal financings in Florida includes issuing thousands of opinions on local government bond issues of virtually every transaction type and security structure used by local and state governments and their agencies including general governmental issues and financings for facilities to be used by private or not-for-profit corporations.

The statutory and constitutional issues related to local government debt are fundamental to our bond practice, and our public finance attorneys routinely address and resolve such issues. In addition, the firm has attorneys with experience in general local government law issues. Several of our attorneys have formerly served or are currently serving as elected officials or have previously worked with the office of City or County attorney for various Florida local governments. We have a significant government contracting group, focusing on the negotiation and enforcement of procurement and construction agreements relating to large capital projects. These attorneys would be available assist with local government law issues relating to the bond counsel engagement.

- We have served as counsel on billions of dollars in tax-exempt transactions and our attorneys frequently lecture as thought leaders at National Association of Bond Lawyers conferences.
- We have been involved in thousands of complex public finance transactions serving as bond counsel, underwriter's counsel, disclosure counsel, purchaser's counsel, issuer's counsel, bank counsel, borrower's counsel, or trustee's counsel.
- We represent a diverse mix of clients, including cities, counties, educational institutions, healthcare providers, financial institutions, public authorities, state agencies, special districts, and other local governments.
- We have successfully completed transactions involving current and advance refundings, fixed and variable rates (including tender and auction rate structures), credit enhanced and unrated issues, public and private offerings, competitive and negotiated sales, commercial paper notes, bond pools, senior and subordinated debt, tax-exempt and taxable bonds, and A/B structures mixing credit enhanced and unrated tranches. We have worked with various forms of credit support – bond insurance, letter of credit or liquidity support, federal agency guarantees – and derivative

# Section 7 - Technical Specifications/Scope of Work

and investment products – swaps, forwards, investment agreements, reserve, and sinking fund agreements.

## **Experience of Attorneys**

Please see Appendix III for sealed Certifications of Good Standing.  
There are no judgements or lawsuits against any attorney in the firm.

### **Cindy A. Laquidara, Partner and GRU Client Relationship Manager**

Bar Admissions	Florida Bar. Member in good standing; Admitted 5/24/1984 Massachusetts. Member in good standing: Admitted 12/23/1982 New York. Member in good standing: admitted 4/12/1983
Certifications	Board Certified by the Florida Bar in City, County & Local Government Law
Experience	Ms. Laquidara is, and has been since 2005, a Local Government and County Certified Florida lawyer. Within Florida, Ms. Laquidara has represented local government entities since 1985, and represented JEA, through construction, rate adjustments, environmental issues, easements, eminent domain, procurement, public records, sunshine, labor (union and otherwise), pension, real estate sale and acquisition, leasing, and each of the issues that arise with sophisticated utility companies owned and operated by local government entities. In doing so, Ms. Laquidara established a reputation as an attorney who seeks to implement the choices of her client, recognizing that the client makes all of the policy decisions, and should have the broadest range of authority allowed by its charter or legislation. As a senior trial lawyer with forty years of trial experience, Ms. Laquidara sees potential litigation risk before it is fully formed and advises clients on the path of avoidance, all while keeping the maximum legal authority intact for the client. She would lead the team and be the lead attorney responding to inquiries from the Board and staff.
Ratings	<ul style="list-style-type: none"><li>• <i>The Best Lawyers in America</i>, 2016-2024, Listed in Florida for Appellate Practice, Environmental Law, Government Contracts, Government Relations Practice, Litigation - Environmental, Litigation - Regulatory Enforcement (SEC, Telecom, Energy)</li><li>• <i>The Best Lawyers in America</i>, 2020, 2022, 2024, “Lawyer of the Year” in Jacksonville for Government Relations Practice</li><li>• <i>Super Lawyers Magazine</i>, 2015-2023, Listed in Florida for State, Local, &amp; Municipalities</li><li>• <i>Martindale-Hubbell</i>, AV Preeminent, Judicial Award, 2016, 2018, 2019</li></ul>

# Section 7 - Technical Specifications/Scope of Work

## Silvia Alderman, Partner and Chair, Water Task Force

Bar Admissions Florida Bar. Member in good standing; Admitted 11/18/1977

Certifications Board Certified by the Florida Bar in State and Federal Government and Administrative Practice.

Experience Ms. Alderman is known throughout the state as the go-to person for environmental issues. She brings forty-plus years of environmental experience and problem-solving, with the ability to pick up the phone and quote the necessary regulation to address the concern of the day – whatever it may be. As a former deputy general counsel for the Florida Department of Environmental Regulation (now DEP), Ms. Alderman is the chair of Akerman's Water Task Force, a multi-disciplinary team of professionals addressing the unique water and environmental needs of our Florida utilities and business. Long-recognized in her field, *Chambers USA* succinctly identifies her as having a "wealth of knowledge representing utilities." Given that water and wastewater are significant aspects of the Gainesville Regional Utilities, Ms. Alderman brings a significant level of depth to the table.

Ratings

- *The Best Lawyers in America*, 2009-2024, Listed in Florida for Environmental Law and Litigation – Environmental
- *The Best Lawyers in America*, 2015, Named as "Lawyer of the Year" in Litigation - Environmental Law
- *Chambers USA*, 2019-2023, Ranked in top tier in Florida for Environment; 2009-2018, Ranked in Florida for Environment
- *Lawdragon*, 2021, 2023, Listed in the "Lawdragon 500 Leading U.S. Environmental & Energy Lawyer Guide" for Environmental Law, esp. Water
- *Super Lawyers Magazine*, 2013-2023, 2006-2010, Listed in Florida for Environmental

## Stacy Bercum Bohm, Partner

Bar Admissions Florida Bar. Member in good standing; Admitted 10/6/1994

Certifications Board Certified by the Florida Bar in Construction Law  
U.S. Green Building Council LEED® Accredited Professional (LEED AP)  
Certified Arbitrator

Experience Ms. Bercun Bohm is an experienced construction lawyer and construction trial lawyer, who has led her trial team successfully for both public and private clients. *Chambers USA* describes Stacy as follows: "She understands the industry and brings that knowledge to negotiations." She is often called upon to negotiate

# Section 7 - Technical Specifications/Scope of Work

complex commercial contracts, payment disputes, and defects litigation, among other matters. She has litigation experience in administrative, state, and federal courts as well as in arbitrations and non-binding arbitrations.

- Ratings
- *City & State Florida*, 2023, The Florida Construction Power 100
  - American Arbitration Association Neutral/Arbitrator, Listed on AAA Panel of Construction Arbitrators
  - *The Best Lawyers in America*, 2013-2024, Listed in Florida for Construction Law
  - *Chambers USA*, 2010-2023, Ranked in Florida for Construction
  - *The Legal 500*, 2013-2023, 2011, Recommended for Real Estate and Construction - Construction; 2023 Recognized as a “Leading Lawyer”

## **Timothy J. Bramwell, Partner**

Bar Admissions Florida Bar. Member in good standing; Admitted 9/24/2009

Certifications Florida Certified Public Accountant

Experience Mr. Bramwell has extensive experience in tax-exempt financings. He is a Florida CPA and earned a Master of Laws in Taxation from the University of Florida Levin College of Law. Prior to working in public finance, Mr. Bramwell practiced both as an accountant focused on tax compliance and a tax attorney handling tax controversy matters before the IRS. Over his career, Tim has served in various roles on hundreds of transactions, including numerous public bond offerings, with an aggregate principal amount in excess of \$5 billion.

Ratings Florida Trend’s Legal Elite 2019, Listed as an “Up and Comer” for Business Law

## **Brit T. Brown, Partner**

Bar Admissions Texas Bar. Member in good standing; Admitted 11/3/1989

Experience A veteran litigator, Mr. Brown focuses his practice on representing energy clients in trials, arbitrations, administrative proceedings, and pre-trial issues. The scope of his work encompasses commercial and tort-related litigation, including supplier, dealer, personal injury, product liability, and distribution disputes. In addition, he provides other pre-dispute counsel during negotiation and drafting of onshore gas processing plants and related offshore gathering systems with lease dedications to the plant. On a smaller scale, but still frequently exceeding \$25 million in total project value, Mr. Brown has assisted with onshore drilling, rework and related services agreements.

# Section 7 - Technical Specifications/Scope of Work

## Peter Dame, Partner and Chair, Public Finance Practice

Bar Admissions Florida Bar. Member in good standing; Admitted 10/28/1981

Experience His experience in public finance includes bond counsel, underwriter's counsel, disclosure counsel, and bank counsel with a broad range in governmental entities. He has represented cities, school districts, counties, utilities and other special districts, and national and regional investment banks. He has worked on tax-exempt financings in various states including Florida, Georgia, North Carolina, Virginia, Texas, Arkansas, California, Arizona, Oklahoma, Pennsylvania, and Michigan. Mr. Dame has experience in a broad spectrum of bond financings, including special district financings, revenue bond financings, general obligation bond financings, industrial development bond financings and commercial paper issues. He has been serving as bond counsel, disclosure counsel and tax counsel in public finance transactions since 1981.

Ratings

- *The Best Lawyers in America*, 2010-2017, 2019-2024, Listed in Florida for Municipal Law, and Public Finance Law
- *Jacksonville Magazine*, 2014, Listed in 904 Magazine's "Top Lawyers" for Public Finance
- Martindale-Hubbell, AV Rated

## John L. Dicks, Partner

Bar Admissions Florida Bar. Member in good standing; Admitted 4/25/2011

Experience Mr. Dicks has a robust and diverse practice, in litigation and land use. As a litigator, John has experience in a wide variety of cases, but focuses primarily on business litigation, fraudulent transfers, real estate disputes, landlord/tenant disputes, and employment disputes. He also has significant appellate experience. As a zoning and land use lawyer, John has experience representing both applicants and objectors, in all manner of public hearings – including procurement, land use, zoning, and code enforcement.

Ratings

- *Best Lawyers in America*, 2023-2024, Listed in Florida for Commercial Litigation, Litigation - Bankruptcy, Litigation - Trusts and Estates
- *Super Lawyers Magazine*, 2023, Listed in Florida for Business Litigation
- *Attorney Intel*, Listed as One on the "The Top 50 Attorneys of Tampa," 2023
- *Benchmark Litigation*, 2021-2023, Listed in Florida as a "Future Star"

# Section 7 - Technical Specifications/Scope of Work

## **Benjamin A. Escobar, Partner**

**Bar Admissions** Texas Bar. Member in good standing; Admitted 11/5/1993  
U. S. Patent and Trademark Office

**Experience** Mr. Escobar is a first chair trial lawyer with a background in chemical engineering. He brings a combination of technical know-how and deep sector experience to the complicated landscape of energy litigation. Ben's work encompasses upstream, midstream, downstream processes, with an emphasis on onshore and offshore oil and gas operations. He also handles operation and production agreements, engineering procurement and energy-related construction contracts, asset purchase and sale agreements, transportation and processing contracts, and construction-related errors and omissions projects.

**Ratings**

- Super Lawyers Magazine 2017-2019, Listed in Texas for Energy & Natural Resources

## **Jeffrey G. Gilmore, Partner and Chair, Construction Practice**

**Bar Admissions** District of Columbia. Member in good standing; Admitted 7/10/1989  
Maryland. Member in good standing; Admitted 12/9/1982  
Virginia. Member in good standing; Admitted 5/18/1982

**Experience** Mr. Gilmore provides practical counsel on the legal aspects of major construction initiatives and infrastructure projects around the world. His experience includes many segments of the construction industry on both private and public projects. With a practice focused on innovative project delivery systems, including EPC, design-build, and P3, Mr. Gilmore has represented clients on a wide range of projects involving renewable and conventional energy, rail, airport improvements, surface transportation infrastructure, petrochemical facilities, and challenging water and wastewater systems. He assists public and private clients and other project participants with advice on contract terms, compliance issues, and the resolution of disputes arising out of the performance of complex design and construction contracts.

**Ratings**

- *The Best Lawyers in America*, 2005-2024, Listed in Virginia for Arbitration, Commercial Litigation, Construction Law, Litigation - Construction, Mediation
- *Chambers USA*, 2022-2023, Ranked in Washington, D.C. for Construction
- The Legal 500, 2011-2023, Recommended for Real Estate and Construction – Construction

# Section 7 - Technical Specifications/Scope of Work

## **Eric A. Gordon, Partner and Chair, Labor and Employment Practice**

Bar Admissions Florida Bar. Member in good standing; Admitted 12/21/1995

Experience An experienced litigator, Mr. Gordon represents clients with substantial experience in federal and state jury trials, class actions, arbitrations, and defending claims before administrative agencies. He provides clients with valuable day-to-day preventive counseling on compliance and avoiding lawsuits, offering in-house training programs on topics such as hiring/firing, sexual harassment, diversity, Family and Medical Leave Act, discrimination, and wage and hour compliance.

Ratings

- *Super Lawyers Magazine*, 2010-2023, Listed in Florida for Employment & Labor and Business Litigation
- *The Best Lawyers in America*, 2018-2024, Listed in Florida for Employment Law - Management, Litigation - Labor and Employment
- *The Best Lawyers in America*, 2023, Listed as “Lawyer of the Year” for Litigation - Labor and Employment in West Palm Beach, Florida
- *Lawdragon*, 2020-2024, Listed as a “Lawdragon 500 Leading U.S. Corporate Employment Lawyer”
- Human Resource Association of Palm Beach County, Lifetime Achievement Award Recipient for Best in HR, 2019

## **James W. Grice, Partner and Co-Chair, Energy and Infrastructure; Chair, Data Centers and Digital Infrastructure**

Bar Admissions Kansas Bar. Member in good standing; 9/30/1994  
Missouri Bar. Member in good standing; 10/1/1993  
Texas Bar. Member in good standing; 12/22/22

Experience Mr. Grice has distinguished himself in the data center and renewable energy sector where he utilizes his intimate understanding of project finance and experience with tax incentives to help clients structure deals to their best advantage. He is active in assisting clients with renewable and alternative energy project development, financing and operations, including most forms of renewable energy. He routinely represents clients in analyzing project feasibility, structuring project ownership, project financing, and project development. Mr. Grice’s practice also includes telecommunication, having handled some of the most important issues associated with network connectivity, whether related to issues involving local exchange carriers (LECs), competitive local exchange carriers (CLECs), wireless providers, and broadband companies or cable companies..

Ratings

- *The Best Lawyers in America*, 2024, Listed in Texas for Real Estate Law

# Section 7 - Technical Specifications/Scope of Work

- *Connect CRE*, 2023 Lawyer in Real Estate Award Winner for the Chicago & Midwest Region

## Robert A. Leapley, Partner

Bar Admissions Florida Bar. Member in good standing; Admitted 5/22/1990

Experience Robert Leapley represents clients in loan workouts and restructurings, joint venture agreements, historic tax credit transactions, development and redevelopment projects, land use and entitlements, corporate law, and federal, state, and local taxation. Robert also has experience with green building and sustainable development.

Ratings

- *The Best Lawyers in America*, 2018-2024, Listed in Florida for Real Estate Law

## Mark D. Passler, Partner

Bar Admissions Florida Bar. Member in good standing; Admitted 9/27/1995

Experience Mr. Dicks routinely assists clients in procuring, licensing, and enforcing patent, trademark, and copyright rights. Mark also conducts intellectual property due diligence for complex mergers, acquisitions, and other intellectual property transfers. In addition, he has extensive experience negotiating complex technology agreements, preparing, and negotiating website, software development, and advising clients on new business models.

Ratings

- *Chambers USA*, 2020-2023, Ranked in Florida for Intellectual Property
- *The Best Lawyers in America*, 2016-2024, Listed in Florida for Patent Law

## James J. Porter, Partner

Bar Admissions Florida Bar. Member in good standing; Admitted 4/16/1990

Certifications Board Certified by the Florida Bar in City, County & Local Government Law  
Professional Certificate in Google IP Support Specialization, developed by Google and administered by Coursera

Experience Mr. Porter brings his Florida Board Certified, city, county, and local government law practice to the Authority. Mr. Porter concentrates his practice on land use and real estate, having advised numerous public entities on the precise requirements necessary for smoothly implementing the government officials' policies. As a growing utility with regional needs, Mr. Porter would address land use and related issues for the Board, and work with Ms. Laquidara whenever the need arose. His experience in wireless communications and cell tower leasing may well be called upon by the Authority given the revenue-generating opportunities in this area.

# Section 7 - Technical Specifications/Scope of Work

Ratings Listed in Florida for Real Estate Law by *The Best Lawyers in America* 2020-2023.

## Scott T. Silverman, Partner

Bar Admissions Florida Bar. Member in good standing; Admitted 10/4/1994

Experience Mr. Silverman has extensive experience in labor-management relations, which is a significant focal-point of his practice. His experience in local, state, and federal labor matters includes advice and litigation on employment discrimination, wage and hour, and retaliation claims. He advises clients on day-to-day labor matters, including drafting contracts and employee manuals. Mr. Silverman is well-recognized for his ability to bring all points of view to the table for resolution – a key feature to resolving labor or employment issues to management's satisfaction.

Ratings

- Fellows of the American Bar Association, Selected as Member
- *Chambers USA*, 2008-2023, Ranked in Florida for Labor & Employment
- *The Best Lawyers in America*, 2008-2024, Listed in Florida for Employment Law – Management, Labor Law – Management, and Litigation – Labor & Employment
- *Super Lawyers Magazine*, 2006-2023, Listed in Florida for Employment & Labor and Employment Litigation – Defense
- *Benchmark Litigation*, 2021-2023, Listed in Florida as a “Labor & Employment Star”

## Ashlea Edwards, Associate

Bar Admissions Florida Bar. Member in good standing; Admitted 9/24/2015

Experience Ms. Edwards focuses on day-to-day labor advice, and litigation defending employers from charges of harassment, discrimination, whistleblowing, employee leave, and reasonable accommodations, among other charges. She defends government and private agencies before the Equal Opportunity Commission, the U.S. Department of Labor, and state and local commissions and authorities. In addition, Ms. Edwards is recognized for her litigation in state, federal, and appellate courts on a variety of issues.

Ratings

- *The Best Lawyers in America*, 2021-2024, Listed in Florida for Labor and Employment – Management and Litigation - Labor and Employment as “One to Watch”
- *Super Lawyers Magazine*, 2019-2023, Listed as a “Rising Star” for Civil Litigation: Defense and Employment & Labor
- The News Service of Florida, Selected as a “Forty Under 40” Honoree, 2024

# Section 7 - Technical Specifications/Scope of Work

- *Jacksonville Business Journal*, Selected as a “40 Under 40” Honoree, 2023
- *Florida Trend’s Legal Elite*, 2020-2021, Listed as an “Up and Comer” for Labor and Employment

## David Fernandez-Fidalgo, Associate

Bar Admissions Florida Bar. Member in good standing; Admitted 11/1/2023

Experience Mr. Fernandez-Fidalgo focuses his practice on copyrights, patent prosecution and portfolio management, and trademarks. His intellectual vigor, and practice, makes him a cost-effective go-to person for trademarks, copyrights, and management of patents. He is bilingual, being fluent in Spanish as well as English.

## William Handle, Associate

Bar Admissions Florida Bar. Member in good standing; Admitted 9/1/2017

Experience Mr. Handle has garnered significant experience representing government agencies on those issues that are critical to smooth performance, ensuring that their rules are followed by customers and citizens, as well as ensuring that due process issues are addressed properly at all times. Mr. Handle has also successfully litigated wastewater contractual issues between various users and the local government entity processing the wastewater. His familiarity with Florida utilities brings responsive assistance when needed.

Ratings

- *The Best Lawyers in America*, 2024, Listed in Florida for Banking and Finance Law, Commercial Litigation, and Litigation - Banking and Finance as “One to Watch”

## Richard Pinsky, Public Policy Manager

Experience Mr. Pinsky practices in Government Affairs and Public Policy and is well-regarded within the government offices in Florida and in Washington D.C. With an extensive background of over 35 years in energy-related and local government matters, he is adept at navigating the budget and appropriate process. His advocacy for his clients is recognized as being based on strong-knowledge and the ability to reduce complex litigation to understandable information. His excellent reputation provides the basis for discussions with elected and appointed individuals. His tireless efforts on his clients' behalf is well-noted. Mr. Pinsky would be available to assist when called upon by GRU for input into the legislative or regulatory processes.

Ratings Distinguished Recognition Award, Association of Professional Communication Officers.

# Section 7 - Technical Specifications/Scope of Work

## Client Service Team Listed by Service Area

<b>General Counsel</b> Cindy Laquidara James Porter William Handle	<b>PE Experience</b> Cindy Laquidara Robert Leapley James Porter
<b>Employee Relations and Labor Relations</b> Cindy Laquidara Eric Rapkin Scott Silverman Ashlea Edwards	<b>Commercial and Employee Litigation</b> John Dicks Cindy Laquidara Robert Leapley
<b>Intellectual Property</b> Mark Passler David Fernandez-Fidalgo	<b>Environmental</b> Sylvia Alderman William Handle Cindy Laquidara
<b>Construction</b> Stacy Bercun-Bohm Jeffrey Gilmore Cidy Laquidara	<b>Government Relations</b> Richard Pinsky
<b>Bond Counsel</b> Peter Dame Timothy Bramwell	<b>Real Estate Transactions</b> John Dicks Jim Grice Cindy Laquidara Robert Leapley James Porter Eric Rapkin
<b>Litigation</b> Brit Brown Benjamin Escobar Jeffrey Gilmore Cindy Laquidara Robert Leapley	<b>Utilities/Power Sector</b> Brit Brown Benjamin Escobar Jeffrey Gilmore Jim Grice Cindy Laquidara

## Conflict of Interest Policy and Procedure

Akerman has an established policy and procedures in place to identify and resolve conflicts. Conflicts of interest checks are required to be performed prior to accepting new business, whether new clients or new matters for existing clients. We have a conflicts department that uses software and business databases to identify potential conflicts and generate reports to dedicated lawyers who serve as conflicts specialist and analyze the conflict reports. In addition, practice group/ sector chairs review new matters and determine whether there are any potential conflicts with existing clients. Furthermore, the firm circulates daily to all

# Section 7 - Technical Specifications/Scope of Work

attorneys a report that lists new client matters, including adverse parties. If a conflict of interest issue arises prior to undertaking representation of a client, or in the course of such representation, our appointed general counsel or one or more members of our established Ethics Committee must be consulted. The general counsel and Ethics Committee considers and resolves all significant ethical questions, including conflict of interest questions.

The first step in developing our response to this request for proposal was to initiate a conflict check. No direct or indirect conflicts that could restrict our firm's representation of GRU arose from that process. While we do not foresee a conflict arising in the future, should one occur in the course of our representation, we would work to resolve the matter by obtaining mutual conflict waivers, if needed.

## **7.2 Task Assignments**

We have read, and understand, the Purchase Order/Task Assignment process.

## Section 9 - Evaluation Phase

### **9. 1. A. Approach to scope of work if your Firm provides full legal representation to Gainesville Regional Utilities (GRU)**

Akerman LLP is known for its responsiveness and quality of work. If you need us, we are there, with a capable team ready to assist you in achieving your goals. We have identified both a core group of experienced professionals to represent the Authority for the work detailed in this proposal as well as additional attorneys within Akerman LLP with the necessary skillsets. Of course, given the strength of Akerman LLP as a top 100 law firm, we also have the ability to augment the team quickly and efficiently, as needed. Akerman has significant and unparalleled depth and breadth allowing the firm to access a multitude of lawyers experienced in general counsel services, in addition to complementary practices, if, and when, their skills are required during the proposed representation period. Akerman LLP is responsive – and knowledgeable; two key elements necessary to assist the Authority in carrying out its mission.

We also take the following steps to ensure services are delivered efficiently:

- Regular, scheduled communication with the client to review the status of the legal work plan and the client's priorities;
- Lead Counsel has the ability to address most questions and obtain responses from attorneys within specialized fields as necessary. Team members are assigned to ensure that someone with knowledge is always reachable. In today's world you cannot be kept waiting. This is especially true where, as here, the Authority Board members are unpaid professionals who are performing a public service.

Our goal is to find a process to implement your policy goals; to work with your staff to effectuate the directions of the Authority, whether directly from the Board, or through, with direction from the Board, the staff implementing those decisions on a day-to-day basis.

### **1. B. Approach to scope of work if you provide supplemental legal services to GRU.**

We propose full legal representation which includes the supplemental legal services, and have identified members for that purpose, with their rates.

### **9. 2. A. Qualifications: Provide a brief summary of your firm's history, capabilities, and recent (within last five years) relevant experience, including demonstrated experience with similar projects and services, and relevant professional licenses and certifications.**

Please see our response under Firm Experience in Section 7, beginning on page 7.

### **2. B. Do they have municipal utility experience or other large complex organizations with a minimum of 250 million of operations revenue?**

Yes. There are a select number of large complex organizations, utilities, and power plants mentioned throughout the various legal experience sections under 7.1, Experience of the Law Firm.

## Section 9 - Evaluation Phase

2. **C. Key Personnel: The name, background, and relevant expertise and experience of the firm members proposed to have primary responsibility for employment and labor services required by the GRU.**

Please see our response under Attorney Experience in Section 7, beginning on page 21.

2. **D. References**

John Delaney  
Flagler County President  
C/O Michelle Harbidge Little  
Executive Administrative Assistant to the President  
[mharbidge@flagler.edu](mailto:mharbidge@flagler.edu)  
904.819.6288

Nick Howland  
City Council Member for Jacksonville  
[nhowland@coj.net](mailto:nhowland@coj.net)  
904.255.5271

Charles Dodge  
City manager for the City of Pembroke Pines  
[cdodge@ppines.com](mailto:cdodge@ppines.com)  
954.450.1040

Jennifer G. McCollum  
JEA Chief Procurement Officer  
[gleejs@jea.com](mailto:gleejs@jea.com)  
904.255.8800

3. **Availability and Location**

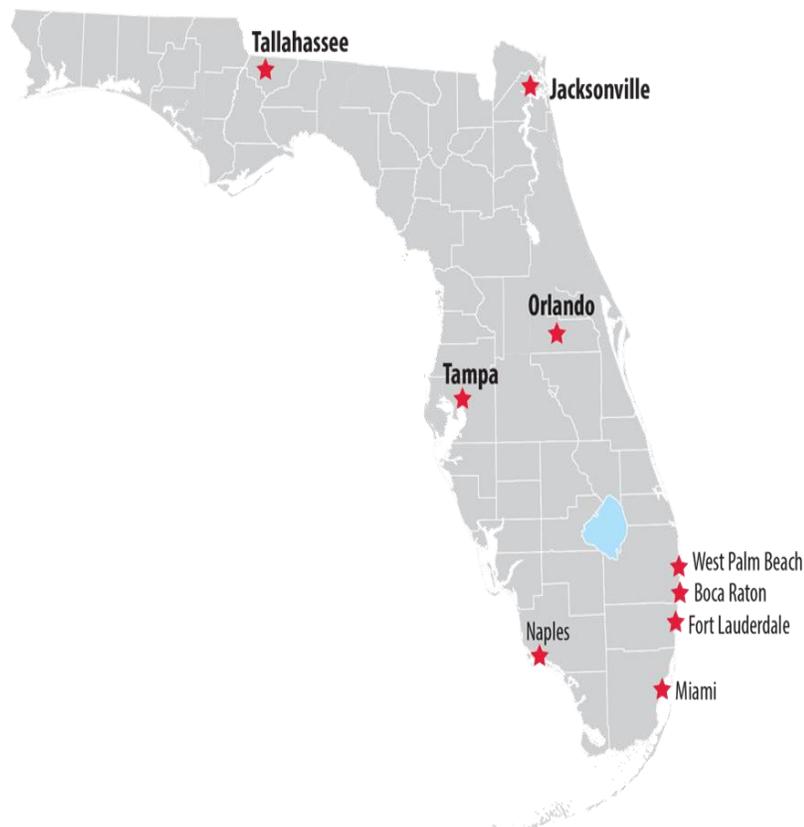
3. **A. Physical location and availability of the Firm to attend meetings in person as business requires.**

In our capacity as outside general counsel to various governmental entities, we regularly attend board and other committee meetings and advise the boards of directors and senior staff on a wide variety of issues, including procurement and compliance with administrative rules. We take pride in being highly accessible to our governmental clients by, among other things, providing them with direct call telephone numbers for attorneys representing such clients. Any and all members of the Akerman team are available by telephone or email at any time during the week, after normal business hours, or on weekends throughout the year. Each member of the team utilizes a smartphone and has 24-hour access to email, cell phone and texting capability. A complete contact list of the team will be provided to GRU leadership to allow for full communications capability with the team at all times. In

## Section 9 - Evaluation Phase

addition, Cindy Laquidara is available on an ongoing basis from our Jacksonville office to attend or participate in person for any required meetings.

As indicated on the following map, Akerman has nine offices in the state, four of which – Tampa, Orlando, Jacksonville, and Tallahassee – are less than 150 miles from Gainesville. GRU can rest assured that its Akerman assets will be easily accessible at all times.



**3. B. Response time to urgent/timely issues like trespass, cease working on property issues, etc.**

We will be immediately available and will take whatever actions are supported by the law to obtain immediate relief. Thus if the standards for injunctions are met, we will file and diligently work to obtain an injunction.

# Section 10 - Clarifications and Expectations

We request the following exceptions to the General Solicitation Document RFP 2024 – 020:

1. Regarding Section 21.3 Indemnification on page 25: Remove 21.3 A., B., C., D., E., F., and G., and replace with 21.3 Indemnification “Contractor shall hold harmless GRU for all claims and damages proximately caused by Contractor’s negligence in the performance of its services under this Contract. The time limitation for bringing a claim against Contractor is agreed to be that which is provided by Fla. Stat. § 95.11(4)(a).”
2. Please review and approve the conflict waiver in Appendix II.

**RFP-2024-020**  
**GENERAL LEGAL REPRESENTATION**

**OPTION 1-Lump sum annual cost for full legal service coverage based on Scope of Work**

<b>LUMP SUM ANNUAL COST</b>
<b>COST</b>
<b>\$SEE THE CALCULATION IN PARAGRAPH 3 BELOW</b>

1. Cost would be calculated at the hourly rate, as discounted, and documented via purchase order for actual hours under the not-to-exceed amount of the purchase order. There is no further discount for the actual work performed at the request of the Authority or its authorized employees unless such a discount is in the purchase order. Akerman understands that no work is to be performed without an authorized purchase order.
2. The breadth of the full legal service coverage includes all areas of law for this sophisticated entity – from labor negotiations to patent protection, to power plant construction, negligence, and trespass. Without a defined scope in terms of type of work and volume for each task, we cannot fairly identify a not-to-exceed lump sum price.
3. While the Lead Counsel and an associate could be calculated at \$748 per hour and \$500 per hour, respectively, for day-to-day issues, with an estimate of 20 hours per week, for example, we have not performed the calculation for you as this appears to encompass all elements of the representation.

**OPTION 2- Hourly cost by title for supplemental legal services based on Scope of Work**

<b>SUPPLEMENTAL SERVICES HOURLY COST</b>	
<b>TITLE</b>	<b>HOURLY COST</b>
<b>1) PARTNER CINDY LAQUIDARA</b>	<b>\$748</b>
<b>2) PARTNER ROBERT LEAPLEY</b>	<b>\$680</b>
<b>3) PARTNER PETER DAME</b>	<b>\$672</b>
<b>4) PARTNER JAMES PORTER</b>	<b>\$556</b>
<b>5) PARTNER JOHN DICKS</b>	<b>\$584</b>
<b>6) PARTNER ERIC GORDON</b>	<b>\$716</b>
<b>7) PARTNER MARK PASSLER</b>	<b>\$796</b>
<b>8) PARTNER STACEY BERCUN BOHM</b>	<b>\$760</b>

**RFP-2024-020**  
**GENERAL LEGAL REPRESENTATION**

<b>9) PARTNER SILVIA ALDERMAN</b>	<b>\$744</b>
<b>10) PARTNER BRIT BROWN</b>	<b>\$788</b>
<b>11) PARTNER BENJAMIN ESCOBAR</b>	<b>\$740</b>
<b>12) PARTNER JEFFREY GILMORE</b>	<b>\$784</b>
<b>13) PARTNER JIM GRICE</b>	<b>\$800</b>
<b>14) PARTNER TIMOTHY BRAMWELL</b>	<b>\$672</b>
<b>15) PARTNER SCOTT SILVERMAN</b>	<b>\$688</b>
<b>16) ASSOCIATE DAVID FERNANDEZ-FIDALGO</b>	<b>\$344</b>
<b>17) ASSOCIATE WILLIAM HANDLE</b>	<b>\$500</b>
<b>18) ASSOCIATE ASHLEA EDWARDS</b>	<b>\$540</b>
<b>19) CONSULTANT RICHARD PINSKY</b>	<b>\$688</b>

The hourly rates quoted above reflect a 20% discount off each timekeeper's hourly rates.

## Appendix II

**Advanced Waivers.** As you know, Akerman represents a broad base of clients on a variety of legal matters. Accordingly, absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect the Client's ability and the ability of other Akerman clients to choose Akerman as its counsel and preclude Akerman from representing the Client or other Akerman clients in pending or future matters. Given that possibility, we wish to be fair not only to the Client, but to other Akerman clients as well.

The parties agree and understand that only Client as named in this engagement letter is Akerman's client and not the government utility (the "Utility.") In this regard, Akerman understands that preserving client confidences and loyalty to the Client are essential elements in representing the Client.

Client is aware that Akerman is a relatively large law firm and that it represents many other clients. It is possible during the time Akerman is representing Client that another client of Akerman may have a dispute with the Client that is unrelated to the scope of work of this Engagement Letter. In order to distinguish those instances in which Client consents to Akerman representing such other clients from those instances in which it does not consent, Client and Akerman agree that, during the period of this engagement, Akerman agrees it will not represent clients in matters adverse to the Client that are substantially related to the specific matter or matters for which Client has engaged Akerman's services. However, Akerman and Client agree that Akerman may represent other clients adverse to the Client in matters that are not substantially related to the specific matter or matters for which Client has engaged Akerman's services or where such client's interests align with the Client's interests. Furthermore, Client acknowledges and agrees that Akerman presently represents (and may in the future represent) clients in matters adverse to the Utility and the Client's retention of Akerman shall not constitute a conflict of interest in those matters adverse to those of Utility.

Instances where Akerman may be adverse to the [City/County] Utility include, but are not limited to, the following:

Akerman attorneys have in the past and may in the future represent banks or other financial institutions, such as mortgage lenders, loan servicers or trusts (collectively, "Financial Institutions"), in foreclosure and other litigation matters in which the underlying property may be subject to liens or other security interests of the Client. The Client agrees that Akerman may, from time to time, represent Financial Institutions in matters adverse to the Client that are unrelated to any Client Matters, including in litigation matters or otherwise (collectively, the "Financial Institution Matters"), and that Client will waive any and all conflicts which may arise as a result of Akerman's representation of any Financial Institutions against the Client in any Financial Institution Matter. Notwithstanding the foregoing, Akerman will not represent a Financial Institution in the same Client Matter in which Akerman is representing the Client.

Akerman attorneys have in the past and may in the future represent developers, builders, or other clients in miscellaneous zoning and land use matters that may come before the City Commission from time to time. The Client agrees that it may waive any and all conflicts which may arise as a result of Akerman's representation of any other clients before the Client relating to any real estate, zoning, entitlement or other development related matters including but not limited to development

agreements, easement agreements, plat approvals, road vacations, administrative proceedings and court appeals of any adverse rulings, etc.

Akerman attorneys have in the past and may in the future also represent other present or future clients in disputes or transactions adverse to Client that are unrelated to this Client Matter. Akerman may also represent parties that are adverse to Client in Client Matters in separate matters adverse to others that are wholly unrelated to the Client Matters in which Akerman will be representing Client and that do not involve Client (collectively, "Unrelated Matters"). Client agrees that Akerman's representation of Client in the Client Matters will not disqualify Akerman from, in the future opposing, Client in litigation, transactions, or other legal matters that are unrelated to the subject matter of this Client Matter or future Client Matters, and Client consents to waive any conflict of interest with respect to those representations. Client agrees that Akerman's representing it in this Client Matter and any future Client Matters will not prevent Akerman from representing clients adverse to Client in other matters and that Client consents in advance to Akerman undertaking such adverse representations in the Unrelated Matters, and that Client will waive any and all conflicts which may arise as a result of any of Akerman's representation of parties with interests adverse to the Client in any Unrelated Matters. Notwithstanding the foregoing, Akerman will not represent any client in the same Client Matter in which Akerman is representing the Client. Akerman also agrees not to use any proprietary or other confidential information of a nonpublic nature concerning Client acquired by Akerman as a result of our representation of Client to its disadvantage in any litigation or other matter in which we are opposed to Client notwithstanding its being unrelated to this engagement.

Akerman understands and agrees that this is not an exclusive agreement and Client is free to retain other counsel of Client's choosing. Also, **Akerman recognizes that Akerman shall be disqualified from representing any other client with interest materially and directly adverse to Client in any matter substantially related to Akerman's representation of Client.** Akerman has examined this engagement and has concluded that Akerman's separate representation in the past, present or future of any clients in Financial Institution Matters, Zoning Matters, Contract/Procurement Matters, or Unrelated Matters would not be adversely affected by our representation of the Client as outlined above; nor will our representation of the Client as outlined above be adversely affected by our representation in the past, present or future of any clients in Financial Institution Matters, Zoning Matters, Contract/Procurement Matters, or Unrelated Matters. Similarly, our duty of confidentiality to all clients will not be breached by our other representations. Thus, in Akerman's opinion, the conflict of interest above is categorically waivable.

The Client agrees that Akerman may disclose the fact of this Engagement and related general information to the extent that such disclosure does not convey any confidential or non-public information and it is not adverse to the Client's interests.

*If you have any questions regarding the foregoing waiver, or if you believe a modification or clarification is appropriate in connection with our representation of Client, please do not hesitate to contact us or other counsel for advice.*



# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

850/561-5600  
www.FLORIDABAR.org

State of Florida     )  
County of Leon     )

In Re: 0394246  
Cindy A Laquidara  
Akerman LLP  
50 N Laura St Ste 3100  
Jacksonville, FL 32202-3659

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **May 24, 1984**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 30th day of **January, 2024**.

Cynthia B. Jackson, CFO  
Administration Division  
The Florida Bar

PG:R10  
CTM-267756





# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

850/561-5600  
www.FLORIDABAR.org

State of Florida     )  
County of Leon     )

In Re: 0242365  
Silvia Morell Alderman  
Akerman LLP  
201 E Park Ave Ste 300  
Tallahassee, FL 32301-1511

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **November 18, 1977**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 31st day of **January, 2024**.

Cynthia B. Jackson, CFO  
Administration Division  
The Florida Bar

PG:R10  
CTM-267813





# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

850/561-5600  
www.FLORIDABAR.org

State of Florida )

County of Leon )

In Re: 0022462  
Stacy Bercun Bohm  
Akerman LLP  
201 E Las Olas Blvd Ste 1800  
Fort Lauderdale, FL 33301-4442

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **October 6, 1994**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 31st day of **January, 2024**.

Cynthia B. Jackson, CFO  
Administration Division  
The Florida Bar

PG:R10  
CTM-267840





# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

850/561-5600  
www.FLORIDABAR.org

State of Florida )

County of Leon )

In Re: 0067905  
Timothy James Bramwell  
Akerman LLP  
50 N Laura St Ste 3100  
Jacksonville, FL 32202-3659

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **September 24, 2009**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 1st day of **February, 2024**.

Cynthia B. Jackson, CFO  
Administration Division  
The Florida Bar

PG:R10  
CTM-268078



# STATE BAR OF TEXAS



*Office of the Chief Disciplinary Counsel*

January 31, 2024

Re: Mr. Brit T. Brown, State Bar Number 03094550

To Whom It May Concern:

This is to certify that Mr. Brit T. Brown was licensed to practice law in Texas on November 03, 1989, and is an active member in good standing with the State Bar of Texas. "Good standing" means that the attorney is current on payment of Bar dues; has met Minimum Continuing Legal Education requirements; and is not presently under either administrative or disciplinary suspension from the practice of law.

This certification expires 30 days from the date, unless sooner revoked or rendered invalid by operation of rule or law.

Sincerely,

Seana Willing  
Chief Disciplinary Counsel  
SW/web





# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

850/561-5600  
www.FLORIDABAR.org

State of Florida )

County of Leon )

In Re: 0328162  
Peter Lawrence Dame  
Akerman LLP  
50 N Laura St Ste 3100  
Jacksonville, FL 32202-3659

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **October 28, 1981**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 31st day of **January, 2024**.

Cynthia B. Jackson, CFO  
Administration Division  
The Florida Bar

PG:R10  
CTM-267850





# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

850/561-5600  
www.FLORIDABAR.org

State of Florida     )  
County of Leon     )

In Re: 0089012  
John Larry Dicks II  
Akerman LLP  
401 E Jackson St Ste 1700  
Tampa, FL 33602-5250

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **April 25, 2011**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 31st day of **January, 2024**.

Cynthia B. Jackson, CFO  
Administration Division  
The Florida Bar

PG:R10  
CTM-267828



# STATE BAR OF TEXAS



*Office of the Chief Disciplinary Counsel*

January 31, 2024

Re: Mr. Benjamin A. Escobar Jr., State Bar Number 00787440

To Whom It May Concern:

This is to certify that Mr. Benjamin A. Escobar Jr. was licensed to practice law in Texas on November 05, 1993, and is an active member in good standing with the State Bar of Texas. "Good standing" means that the attorney is current on payment of Bar dues; has met Minimum Continuing Legal Education requirements; and is not presently under either administrative or disciplinary suspension from the practice of law.

This certification expires 30 days from the date, unless sooner revoked or rendered invalid by operation of rule or law.

Sincerely,

A handwritten signature in black ink, appearing to read "Seana Willing". The signature is fluid and cursive, with a large, stylized initial "S" and "W".

Seana Willing  
Chief Disciplinary Counsel  
SW/web

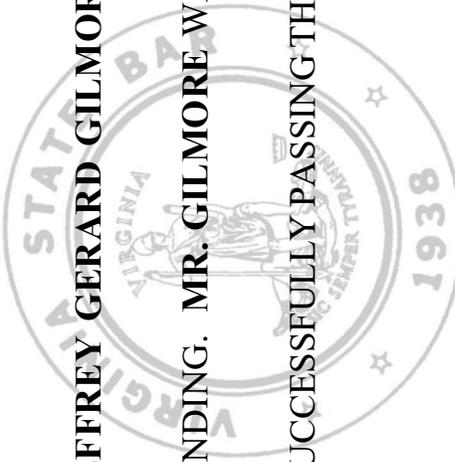


# VIRGINIA STATE BAR

## CERTIFICATE OF GOOD STANDING

THIS IS TO CERTIFY THAT **JEFFREY GERARD GILMORE** IS AN ACTIVE MEMBER OF THE VIRGINIA STATE BAR IN GOOD STANDING. **MR. GILMORE** WAS LICENSED TO PRACTICE LAW IN VIRGINIA ON **MAY 18, 1982**, AFTER SUCCESSFULLY PASSING THE BAR EXAMINATION GIVEN BY THE BOARD OF BAR EXAMINERS.

Issued January 31, 2024

The seal of the Virginia State Bar is circular, featuring a central figure holding a scale and a sword, surrounded by the text "VIRGINIA STATE BAR" and "1938".

*DaVida M. Davis*

DaVida M. Davis  
Director of Regulatory Compliance



# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

850/561-5600  
www.FLORIDABAR.org

State of Florida     )  
County of Leon     )

In Re: 0071341  
Eric Andrew Gordon  
Akerman LLP  
777 S Flagler Dr Ste 1100  
West Palm Beach, FL 33401-6161

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **December 21, 1995**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 1st day of **February, 2024**.

Cynthia B. Jackson, CFO  
Administration Division  
The Florida Bar

PG:R10  
CTM-268076



# STATE BAR OF TEXAS



*Office of the Chief Disciplinary Counsel*

February 01, 2024

Re: James William Grice, State Bar Number 24133212

To Whom It May Concern:

This is to certify that James William Grice was licensed to practice law in Texas on December 22, 2022, and is an active member in good standing with the State Bar of Texas. "Good standing" means that the attorney is current on payment of Bar dues; has met Minimum Continuing Legal Education requirements; and is not presently under either administrative or disciplinary suspension from the practice of law.

This certification expires 30 days from the date, unless sooner revoked or rendered invalid by operation of rule or law.

Sincerely,

A handwritten signature in black ink, appearing to read "Seana Willing". The signature is fluid and cursive, with a large, stylized initial "S" and "W".

Seana Willing  
Chief Disciplinary Counsel  
SW/web





# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

850/561-5600  
www.FLORIDABAR.org

State of Florida )

County of Leon )

In Re: 0848522  
Robert A Leapley Jr.  
Akerman LLP  
50 N Laura St Ste 3100  
Jacksonville, FL 32202-3659

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **May 22, 1990**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 30th day of **January, 2024**.

Cynthia B. Jackson, CFO  
Administration Division  
The Florida Bar

PG:R10  
CTM-267759





# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

850/561-5600  
www.FLORIDABAR.org

State of Florida     )  
County of Leon     )

In Re: 0058068  
Mark David Passler  
Akerman LLP  
Akerman LLP West Tower 777 S Flagler Dr Ste  
1100  
West Palm Beach, FL 33401-6161

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **September 27, 1995**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 31st day of **January, 2024**.

Cynthia B. Jackson, CFO  
Administration Division  
The Florida Bar

PG:R10  
CTM-267839





# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

850/561-5600  
www.FLORIDABAR.org

State of Florida )

County of Leon )

In Re: 0843040  
James Jay Porter  
Akerman LLP  
401 E Jackson St Ste 1700  
Tampa, FL 33602-5250

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **April 16, 1990**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 1st day of **February, 2024**.

Cynthia B. Jackson, CFO  
Administration Division  
The Florida Bar

PG:R10  
CTM-268063





# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

850/561-5600  
www.FLORIDABAR.org

State of Florida     )  
County of Leon     )

In Re: 0021709  
Scott Temple Silverman  
Akerman LLP  
401 E Jackson St Ste 1700  
Tampa, FL 33602-5250

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **October 4, 1994**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 31st day of **January, 2024**.

Cynthia B. Jackson, CFO  
Administration Division  
The Florida Bar

PG:R10  
CTM-267909





# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

850/561-5600  
www.FLORIDABAR.org

State of Florida     )  
County of Leon     )

In Re: 0117691  
Ashlea Ann Edwards  
Akerman  
50 N Laura St Ste 3100  
Jacksonville, FL 32202-3659

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **September 24, 2015**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 30th day of **January, 2024**.

Cynthia B. Jackson, CFO  
Administration Division  
The Florida Bar

PG:R10  
CTM-267765





# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

850/561-5600  
www.FLORIDABAR.org

State of Florida )  
County of Leon )

In Re: 1050913  
David Joseph Fernandez-Fidalgo  
Akerman LLP  
West Twr 777 S Flagler Dr Ste 1100E  
West Palm Beach, FL 33401

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **November 1, 2023**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 31st day of **January, 2024**.

Cynthia B. Jackson, CFO  
Administration Division  
The Florida Bar

PG:R10  
CTM-267986





# The Florida Bar

651 East Jefferson Street  
Tallahassee, FL 32399-2300

Joshua E. Doyle  
Executive Director

850/561-5600  
www.FLORIDABAR.org

State of Florida )

County of Leon )

In Re: 1002425  
William Charles Handle  
420 S Orange Ave Ste 1200  
Orlando, FL 32801-4904

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **September 21, 2017**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 30th day of **January, 2024**.

Cynthia B. Jackson, CFO  
Administration Division  
The Florida Bar

PG:R10  
CTM-267755





**ALLEN NORTON & BLUE**  
PROFESSIONAL ASSOCIATION

**GAINESVILLE REGIONAL UTILITIES (GRU)**

**OUTSIDE COUNSEL LEGAL SERVICES FOR LABOR AND  
EMPLOYMENT REPRESENTATION**

Solicitation No. RFP-2024-020

**Submitted by:**

Robert Larkin

**ALLEN NORTON & BLUE, P.A.**

906 N Monroe St

Tallahassee, Florida 32301

(850) 651-3503

(850) 561-0332 Facsimile

(850) 519-1428 Cellular

[rlarkin@anblaw.com](mailto:rlarkin@anblaw.com)



**ALLEN NORTON & BLUE**  
PROFESSIONAL ASSOCIATION

324 S. Hyde Park Ave. Ste. 225 • Tapa, Florida 33618  
Telephone 813-251-1210 • Facsimile 813-253-2006

February 2, 2024

**Submitted Electronically**

Ms. Dana Earl, Procurement Specialist III  
Gainesville Regional Utilities (GRU)  
301 SE 4th Ave. Station 105  
Gainesville, FL 32601

Re: **Response to Solicitation No. RFP 2024-020**  
To Provide Legal Services to GRU- General Legal Representation

Dear Ms. Earl,

Allen Norton & Blue, P.A. (“the Firm”), is pleased to respond to the Gainesville Regional Utilities Request for Proposal, RFP No. 2024-020. The lawyers of the Firm have practiced exclusively in the areas of labor and employment law on behalf of management for over fifty years. We have offices in Tallahassee, Winter Park, Tampa, and Coral Gables. The firm currently has twenty-five attorneys. It is “AV” rated by Martindale-Hubbell and our attorneys are consistently recognized by Best Lawyers<sup>®</sup>, Super Lawyers<sup>®</sup>, and U.S. News.

The Firm currently represents and has represented over two hundred public employers throughout the State of Florida. In addition, the Firm currently serves as the General Counsel for the Florida Sheriff’s Association and provides legal representation to several other cities including Miami Beach, Orlando, Tallahassee, Jacksonville, Pensacola, and Naples with regards to employment litigation and collective bargaining matters. The Firm also represents utility commissions for several cities, including Orlando and New Smyrna Beach. Accordingly, the Firm’s proposal is submitted with the primary focus to render specific legal services in the areas of labor and employment law as addressed in the Request and notably Section 7.1 (Scope of Work, see specifically Employee Relations).

The undersigned, Robert E. Larkin, III, Shareholder, shall be the contact person during the period of proposal evaluation. Mr. Larkin is located at the Firm’s Tallahassee office at 906 North Monroe Street, Tallahassee, FL 32303, Telephone: (850) 561-3503, Facsimile: (850) 561-0332; and Email: rlarkin@anblaw.com.

Enclosed please find our Response for Proposal, RFP No. 2024-020. As mentioned

Miami • Orlando • Tallahassee • Tampa

Enclosed please find our Response for Proposal, RFP No. 2024-020. As mentioned above, the Firm has provided superior labor and employment law services to numerous public-sector clients for over fifty years and would welcome the opportunity to provide such services to Gainesville Regional Utilities. Please do not hesitate to contact the undersigned if you need any additional information or have any questions about the materials contained herein.

Thank you in advance for your consideration of our response.

Sincerely,



Robert E. Larkin, III  
Shareholder

REL/bmh

Enclosures

Allen Norton & Blue, P.A. specializes exclusively in labor and employment law as referenced in RFP Section 7.1, and would welcome representing GRU fully in all labor and employment matters;

- i. Represent GRU and provide direction in all matters related to employment laws including, but not limited to compensation, benefits, hiring, employee disciplinary actions, and termination.
- ii. Provide legal guidance, support, and representation on employment issues related to Workers' Compensation, Unemployment Compensation, and other risk matters related to OSHA.
- iii. Represent GRU before the Florida Commission on Human Relations.
- iv. Provide legal direction, support, and representation on all matters related to employment discrimination. Act as a legal representative of GRU to the Equal Employment Opportunity Commission (EEOC).
- v. Represent GRU on employment issues before the Alachua County Civil Service Board.
- vi. Perform other employment / labor law assignments not specifically mentioned, but reasonably anticipated within the scope of services requested.
- vii. Assist in the research of legal issues and the drafting of documents as may be required.
- viii. Provide legal services on other matters requested by GRU.

**b. Scope of Work for Supplemental Legal Representation**

Allen Norton & Blue also provides a retainer program, in which an annual fee permits the following services:

- i. Unlimited telephone conferences with an attorney in our firm regarding matters within our area of practice where no specific case or research is involved and where the call is not concerning a particular ongoing matter;
- ii. Review and answer all correspondence on the above subject where there is no specific case law or otherwise substantial research involved;
- iii. Periodic newsletters and seminars on subjects of interest to management in the area of labor and employment law;
- iv. A review of the client's personnel handbook and related policies for compliance.

All additional services outlined under Section 1A, full legal representation, would still be available to GRU and invoiced at the Firm's current billing rate. Our retainer program prevents costly and protracted litigation through preventative legal counsel, and clients are welcome to seek counsel on labor and employment matters before they mature.

**c. Response Time**

For any labor and employment law question or concern, attorneys at Allen Norton & Blue are available 24/7 to assist GRU and are accustomed to providing clients with immediate legal assistance and solutions. Our closest office is located in Tallahassee, and our attorneys are well-versed in virtual conferences and communications and are able to travel to Gainesville for in-person meetings and proceedings whenever necessary.

**2. Qualifications**

**a. Firm History, Capabilities, and Experience**

The lawyers of Allen Norton & Blue, P.A. have practiced exclusively in the areas of labor and employment law on behalf of management for over fifty years. The firm currently has twenty-five lawyers, all of whom exclusively practice labor and employment law on behalf of public and private employers. The firm is “AV” rated by Martindale-Hubbell.

The firm’s office locations are as follows:

Tampa Office  
Hyde Park Plaza, Suite 225  
324 South Hyde Park Avenue  
Tampa, Florida 33606  
(813) 251-1210  
(813) 253-2006 Fax

Winter Park Office  
1477 West Fairbanks Avenue  
Suite 100  
Winter Park, Florida 32789-7113  
(407) 571-2152  
(407) 571-1496 Fax

Tallahassee Office  
906 North Monroe Street  
Suite 100  
Tallahassee, Florida 32303  
(850) 561-3503  
(850) 561-0332 Fax

Miami Office  
121 Majorca Avenue  
Suite 300  
Coral Gables, Florida 33134  
(305) 445-7801  
(305) 442-1578 Fax

Allen Norton & Blue is also Florida’s exclusive member of the Worklaw Network. The Worklaw Network is a nationwide network of twenty-nine independent management-side employment and labor law firms. Membership is by invitation only. Worklaw attorneys are linked by e-mail and share a computerized

database containing research memoranda, briefs, and other pooled but non-client specific information. As a result, the resources of more than three hundred twenty-six employment and labor law attorneys are always available to Allen Norton & Blue.

Allen Norton & Blue presently serves over two hundred public employers across Florida. This includes frequent training and speaking engagements throughout the state of Florida and nationally on all aspects of employer/employee relations, including current trends, legal updates, and best practices. The firm delivers comprehensive services encompassing employment lawsuit defense, management training, consultation, negotiations, and collective bargaining representation to these clientele. We advocate for our public employer clients in all state and federal courts in Florida, including the United States Court of Appeals for the Eleventh Circuit. Our regular appearances and representation span various agencies, including the United States Equal Employment Opportunity Commission, the Florida Commission on Human Relations, the Public Employees Relations Commission, the Division of Administrative Hearings, and other administrative bodies, acting in the best interest of our clients.

The extensive duration and diverse array of matters and cases handled on behalf of municipalities and governmental entities by our Firm preclude a detailed enumeration of all representations in this response. Moreover, our strategically positioned offices across the state enable Allen Norton & Blue's attorneys to collaborate seamlessly through a robust database and electronic networking. This collaboration ensures that our legal team remains updated on pertinent legal developments within our specialized domain of labor and employment law. We

regularly provide seminars and trainings on these legal developments including, for example, the 2023 amendments to the Florida Public Employees Relations Act.

In addition to our decades-long proficiency in representing public sector employers across all facets of labor and employment law, several Allen Norton & Blue attorneys have held significant roles. These roles include Chairman of the Public Employees Relations Commission, General Counsel of the Florida Sheriffs Association, General Counsels of various Florida State Colleges, and serving as labor and employment counsel of Public Risk Management of Florida.

Within the last five years we have worked with clients to avoid threatened or real litigation on countless occasions. Furthermore, we have assisted clients to achieve confidential or discrete resolutions to employment-based disputes that reduced exposure to liability. We have conducted top-to-bottom audits for compliance with all federal, state, and local labor and employment laws and regulations. In addition, we have successfully negotiated full book collective bargaining agreements with certified unions, prevailed as defense counsel in both jury trials and before appellate courts, and appeared at publicly noticed hearings on behalf of our clients and also before boards, commissions, and councils that we represent. This collective experience, coupled with the firm's emphasis on collaboration and communication among its attorneys, forms the foundation for our ability to offer GRU effective and efficient representation.

Since 2019, Allen Norton & Blue has represented an extensive list of public sector clients, listed below:

Alachua County  
Alachua County Sheriff's  
Office

Anna Maria, City of  
Apalachicola, City of  
Apopka, City of

Arcadia, City of  
Area Agency on  
Aging/Pasco  
Avon Park, City of  
Baker County Supervisor of  
Election  
Barron Water Control  
District  
Bartow, City of  
Bay County Sheriff's Office  
Belleair, Town of  
Bethune-Cookman  
University  
Boca Raton, City of  
Bonita Springs Fire Control  
Bradford County Sheriff's  
Office  
Brevard County School  
Board  
Brevard County Sheriff's  
Office  
Brevard County. Tax  
Collector  
Brooksville, City of  
Broward County. Sheriff's  
Office  
Calhoun County Sheriff's  
Office  
Cape Coral, City of  
Captiva Island Fire Control  
Charlotte County Sheriff's  
Ofc  
Charlotte County, Clerk of  
Chattahoochee, City of  
Chipola College  
Citrus County  
Citrus County Sheriff's  
Office  
Citrus County. Property  
Appraiser  
City of Belle Isle  
Clearwater, City of  
Clewiston, City of  
College of Central Florida  
College of the Florida Keys  
Collier County Sheriff's  
Office

Collier County, Clerk of  
Court  
Collier County Supervisor  
of Elec.  
Columbia County Sheriff's  
Office  
Columbia County Bd of  
County Comm  
Crestview, City of  
Crystal River, City of  
Deland, City of  
Delray Beach, City of  
Deltona, City of  
DeSoto County School  
Board  
Desoto County Sheriff's  
Office  
Desoto County. Board of  
County. Comm  
Destin Fire Control District  
Destin, City of  
Dixie County Sheriff  
Duval County Public  
Schools  
East Niceville Fire District  
Eastern Fla. State College  
Escambia County  
Escambia County Sheriff's  
Office  
Eustis, City of  
Flagler County Bd. of  
Comm.  
Flagler County Sheriff's  
Office  
Florida A & M University  
Florida Atlantic University  
Florida Department of  
Lottery  
Florida Department of  
Management  
Florida Dept. of Education  
Florida Gateway College  
Florida Gulf Coast  
University  
Florida International Univ.  
Florida Keys Aqueduct  
Authority

Florida Memorial  
University  
Florida Sheriff's Youth  
Ranch  
Florida State College at Jax  
Florida State University  
Fort Meade, City of  
Gadsden County Sheriff's  
Off.  
Gilchrist County Sheriff's  
Ofc  
Glades County Bd. of  
Comm.  
Greater Naples Fire District  
Greater Naples Fire R.  
Foundation  
Gulf Coast State College  
Gulf County Clerk of Court  
Gulfport, City of  
Habitat for Humanity Upper  
Key  
Hardee County  
Hardee County Sheriff's  
Office  
Hardee County Economic  
Development Counsel  
Hendry County Board of  
Commissioners  
Hendry County Sheriff's  
Office  
Highlands County Sheriff's  
Ofc  
Hillsborough Community  
College  
Holley Navarre Fire District  
Holly Hill, City of  
Holmes County Sheriff's  
Office  
Holmes County Board of  
County Commissioners  
Indian River County School  
Bd.  
Indian River County Sheriff  
Indian River Shores Public  
SD  
Inverness, City of  
Jackson County School

Board  
Jackson County Sheriff's  
Off  
Jacksonville, City of  
Jefferson County Sheriff's  
Of.  
Juno Beach, Town of  
LaBelle, City of  
Lady Lake, Town of  
Lake City, City of  
Lake County Sheriff's  
Office  
Lake Mary, City of  
Lake Placid, Town of  
Lake Sumter State College  
Lake Wales, City of  
Lakeland, City of  
Lantana, Town of  
Lee County Sheriff's Office  
Leon County Super. of  
Election  
Levy County Board of  
County. Comm  
Levy County. Supervisor of  
Election  
Live Oak, City of  
Longboat Key, Town of  
Longwood, City of  
Manatee County Sheriff's  
Office  
Marianna, City of  
Marion County Sheriff's  
Office  
Martin County  
Martin County Sheriff's  
Office  
Martin County Super. of  
Elections  
Martin County. Tax  
Collector  
Martin County Property  
Appraiser  
Melbourne Tillman Water  
Ctrl D  
Miami Beach, City of  
Miami Dade College  
Midway Fire District

Monroe County Board of  
County Com  
Monroe County School Bd.  
Monroe County Sheriff's  
Office  
Naples, City of  
Nassau County Sheriff's  
Office  
Nassau County. Clerk of  
Court  
Nassau County. Supervisor  
of Elect.  
New Port Richey, City of  
New Smyrna Beach, City of  
North Bay Fire Department  
North Ft. Myers Fire  
Control District  
North Miami Beach, City of  
North Palm Beach, Village  
of  
Northwest Florida State  
College  
Ocala, City of  
Ocean City-Wright Fire  
C.D.  
Okaloosa County  
Commission  
Okaloosa County School  
Board  
Okaloosa County Sheriff's  
Office  
Okaloosa County, Clerk of  
Court  
Okaloosa Gas District  
Okeechobee County Bd of  
Comm.  
Okeechobee, City of  
Orange County Bd. of  
Comm.  
Orange County Clerk of  
Court  
Orange County Sheriff's  
Office  
Orange County. Sup. of  
Elections  
Orlando Utilities  
Commission

Orlando, City of  
Osceola County Sheriff's  
Off.  
Oviedo, City of  
Pace Fire Rescue District  
Palm Beach Atlantic  
University  
Palm Beach County Sheriff  
Palm Beach County. Fire  
Rescue  
Palm Beach Gardens, City  
of  
Palm Beach Shores, Town  
of  
Palm Beach State College  
Panama City, City of  
Pasco County Sheriff's  
Office  
Pasco Hernando State  
College  
Pensacola State College  
Pensacola, City of  
Picerne Development Corp  
of FL  
Pinecrest, Village of  
Polk County School Board  
Port Orange, City of  
Port Richey, City of  
Punta Gorda, City of  
Putnam County Sheriff's  
Office  
Quincy, City of  
Royal Palm Beach, Village  
of  
Sanibel Fire & Rescue  
District  
Sanibel, City of  
Santa Rosa County Sheriff  
Off  
Satellite Beach, City of  
Sebring, City of  
Seminole County Sheriff's  
Off  
South Daytona, City of  
South Florida State College  
South Miami, City of  
South Walton Fire District

St. Augustine, City of  
St. Johns County Sheriff's  
Ofc  
St. Lucie County Fire  
District  
St. Lucie County Sheriff's  
Off  
St. Pete Beach, City of  
State College of  
FL/Manatee/Sa  
Sumter County School  
Board  
Sumter County Sheriff's  
Office  
Sun 'N Lake of Sebring  
Sunny Isles Beach, City of  
Suwannee County Bd. of  
County. Co  
Suwannee County Sheriff's  
Office  
Tallahassee, City of  
Tavares, City of  
Temple Terrace, City of  
Umatilla, City of  
Union County Sheriff's  
Office  
University of Central  
Florida  
University of Dayton  
University of Florida  
University of North Florida  
University of West Florida  
Valencia College  
Valparaiso, City of  
Vero Beach, City of  
Village of Tequesta  
Volusia County Clerk of  
Court  
Volusia County Sheriff  
Wakulla County Sheriff's  
Office  
Walton County  
Walton County Sheriff's  
Office  
Washington County  
Sheriff's Office  
Wauchula, City of

Zephyrhills, City of

Mr. Larkin and Mr. Gay have provided comprehensive legal services to each of these public sector clients. Their work includes advising employers on such issues as wage and hour, employee handbooks, policy violations, and anti-discrimination and anti-harassment. They provide counsel regarding compliance with state and federal employment laws, as well as regarding employee hiring, discipline and separation, and best practices in the workplace.

Both attorneys have litigation experience in a wide array of employment disputes including workplace discrimination and harassment, wage and hour, breach of contract, and whistleblower retaliation. Mr. Larkin and Mr. Gay have defended employers in state and federal courts, grievances and arbitrations, and administrative agencies, such as the Equal Employment Opportunity Commission (EEOC), and the Florida Commission on Human Relations (FCHR). They also have traditional labor experience and have defended employers against unfair labor practice charges before both the Florida Public Employees Relations Commission and the National Labor Relations Board.

Furthermore, Mr. Larkin and Mr. Gay conduct outside, independent investigations into workplace complaints filed by employees. They also perform on-site management and employee trainings and speak to business and professional organizations, industry groups, and individual employers.

There is no litigation responsive to Section 7.1 that involves any attorney that is currently employed with our firm. However, Allen Norton & Blue, P.A. is currently the named defendant in a lawsuit filed by the former Superintendent of Marion County School District. The lawsuit arises out of an internal investigation conducted

by one of our former attorneys (also a named Defendant) in our Orlando Office which led to the Superintendent's separation from employment. The lawsuit remains pending in Marion County Circuit Court (Maier, Heidi F. v. Mark E. Levitt and Allen, Norton & Blue, P.A.), Case No. 2021-CA-1808. We are happy to answer any questions that Gainesville Regional Utilities may have regarding this matter to the extent we are able.

Furthermore, Allen Norton & Blue, P.A. utilizes the Florida Bar Association's guidelines for conflicts of interest. The Firm is committed to ethical practice at every stage of legal representation.

**b. Key Personnel**

The leading attorney and representative accountable for the proposal is Shareholder Robert E. Larkin III (Florida Bar No. 160814, Admitted January 27, 1999). Mr. Larkin's legal practice has exclusively focused on advocating for employers regarding labor and employment law matters and disputes. He holds Board Certification by the Florida Bar in labor and employment law and has earned an "AV" rating from Martindale-Hubbell. He has been consistently recognized in Best Lawyers in America (2013-current) and Florida Super Lawyers (2014-current). His admissions include practice before State and District courts in Florida, in addition to the United States Court of Appeals for the 11th, 5th, and 3rd Circuits. Mr. Larkin regularly represents public employers statewide, even serving as the Deputy General Counsel to the Florida Sheriffs Association.

Mr. Larkin possesses direct experience and expertise in labor negotiations, including years of experience serving as Chief Negotiator for clients in the public sector. His representation of public-sector clients includes the following legal

services:

- Representing governmental entities in collective bargaining negotiations with labor organizations representing the entity's public employees.
- Handling grievances and arbitrations filed against these governmental entities.
- Defending these governmental entities against allegations of unfair labor practices with the Public Employees Relations Commission.
- Defending these governmental entities in litigations filed in both state and district courts. These litigations alleged violations of various laws including the Florida Civil Rights Act, Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, 42 U.S.C. §§ 1981 and 1983, and Florida Whistleblower Acts.
- Drafting, reviewing, and revising employment policies specifically tailored for these governmental entities.
- Providing guidance to these governmental entities concerning potential disciplinary actions involving their employees, which includes drafting, reviewing, and revising disciplinary documentation.
- Conducting training sessions for human resources personnel, management, and non-managerial personnel regarding labor and employment laws and practices.
- Conducting investigations related to employment matters.
- Representing these governmental entities before the EEOC (Equal Employment Opportunity Commission) and the FCHR (Florida

Commission on Human Relations) concerning claims of discrimination, harassment, and retaliation filed with those agencies.

In the event of Mr. Larkin's unavailability, the alternative point of contact would be Shareholder Wes Gay (Florida Bar No. 104743, Admitted September 25, 2013). Mr. Gay holds a partner position at Allen Norton & Blue, practicing in the firm's Tallahassee office. His legal career is dedicated entirely to representing employers in labor and employment law matters, focusing primarily on active litigation and independent investigation into workplace complaints. With admissions to practice in all Florida state and federal courts, along with the Eleventh Circuit Court of Appeals, Mr. Gay not only leads comprehensive litigation defense but also routinely advises and trains clients to mitigate potential future lawsuits. His consultations cover wage and hour compliance, employee handbooks, policy violations, and anti-discrimination and anti-harassment. Mr. Gay represents both public and private employers in Florida, and has defended employers in state and federal courts, grievances and arbitrations, and administrative agencies, such as the Equal Employment Opportunity Commission (EEOC), and the Florida Commission on Human Relations (FCHR). Mr. Gay has also served as the chief negotiator for management negotiating multi-year collective bargaining agreements with unions representing bargaining units.

**c. Experience with Municipal Utilities and Complex Organizations**

Allen Norton & Blue, P.A. exclusively practices labor and employment law, but we represent numerous public utility companies and are accustomed to servicing complex organizations such as universities, cities, and counties. Our Firm is equipped to handle any labor and employment matter, from collective bargaining to

complex litigation matters, and with our experience representing over 200 public employers, we can certainly meet the needs of Gainesville Regional Utilities.

**d. References**

For references, Gainesville Regional Utilities is encouraged to contact the following clients of Allen Norton & Blue, P.A.:

City of Pensacola  
*April 1, 1993-Present*

Charles Pepler, City Attorney  
850-435-1615  
charliepepler52@gmail.com  
222 West Main Street  
Pensacola, Florida 32502

City of Tallahassee  
*January 21, 1995- Present*

Cassandra Jackson, City Attorney  
850-891-0000  
amy.toman@talgov.com  
300 South Adams Street, Box A-5  
Tallahassee, Florida 32301-1731

Florida Housing and Finance Corporation  
*December 2, 1999- Present*

Cynthia Moran  
850.488.4197  
Cynthia.Moran@FloridaHousing.org  
City Centre Building, Suite 5000  
227 North Bronough Street  
Tallahassee, Florida 32301-1329

Holmes County Board of County Commissioners  
*July 27, 1999- Present*

David Corbin, County Administrator  
hcc@holmescountyfl.org  
(850) 547-1119  
107 East Virginia Avenue  
Bonifay, Florida 32425

Jackson County Hospital District

*March 14, 2000- Present*

Brooke Donaldson  
Jackson County Hospital  
P.O. Box 1608  
Marianna, FL 32447

Mr. Larkin has provided similar services to each of these clients within the scope of labor and employment law. He has provided extensive counsel on employment contracts and general labor and employment matters to prevent litigation, as well as negotiated collective bargaining agreements. Furthermore, Mr. Larkin represents employers facing Equal Employment Opportunity Commission (EEOC), Public Employment Relations Commission (PERC), and Florida Commission on Human Relations (FCHR) charges. Should charges progress to litigation, Mr. Larkin provides full legal representation, including court appearances and trial defense.

### **3. Availability and Location**

Our Firm's closest physical location to Gainesville is its office located in Tallahassee. We are well experienced in servicing our clients using online platforms such as Zoom and Microsoft Teams, and our attorneys are available to personally attend meetings and hearings conducted within Gainesville and before judicial and administrative tribunals or agencies in Alachua County, FL, as well as anywhere else that is needed. In addition, all of our attorneys are available by cellular telephone, text messaging and emails on a moment's notice, including evenings and weekends. We take great pride in our reputation for servicing our clients in a prompt and efficient manner. Mr. Larkin (principal) and Mr. Gay (alternative principal) are both located in the firm's Tallahassee Office and will be available to attend meetings in-person as well as appear before local administrative tribunals and court proceedings as needed.

#### **4. Price**

##### **a. Price for Full Legal Representation**

Allen Norton & Blue would propose that its full labor and employment representation services be compensated on an hourly basis at a rate of \$325 per hour for partner/shareholder's time and \$225.00 per hour for associate's time. If a paralegal is used on any project, the firm proposes an hourly rate of \$100 for services performed by a paralegal. The Firm bills in six-minute increments. The firm prides itself on the efficient delivery of legal services without sacrificing quality. For instance, whereas many firms staff multiple attorneys for tasks as a matter of course, Allen Norton & Blue's practice is to staff only the amount necessary to achieve the client's goals without sacrificing quality or incurring any unnecessary risk. We routinely involve our clients in discussions concerning the appropriate staffing for matters we handle to ensure that our client's needs are met in the most efficient and effective manner.

Allen Norton & Blue expressly confirms that it will fully comply with GRU's billing procedures, and additionally affirmatively confirms:

- If selected, Allen Norton & Blue is agreeable to execute an agreement and contract for legal services in a form and content acceptable to Gainesville Regional Utilities, which agreement will address the approved billing rates, fee cap and other billing requirements applicable to the Respondent, which is subject to approval by GRU.
- All out of pocket expenses in excess of \$500 per billing period will be forwarded to GRU for direct payment and Allen Norton & Blue, P.A. will include any disbursement receipts with its monthly invoices.
- No charge will be made for the use of Westlaw, Lexis or other legal research database; and,
- Subject to the foregoing restrictions, the Respondent's necessary out-of-

pocket expenses such as filing fees, postage, courier charges, witness fees, expert fees, and court costs are reimbursable at the Respondent's actual out-of-pocket cost without mark-up.

**b. Price for Supplemental Legal Representation**

Allen Norton & Blue may also meet supplemental legal services via our retainer program, which offers employers an opportunity to consult with any of our attorneys on labor and employment matters when no court appearances or significant research is involved. Specifically, an annual fee of \$2,500.00 permits you the following:

- i. Unlimited telephone conferences with an attorney in our firm regarding matters within our area of practice where no specific case or research is involved and where the call is not concerning a particular ongoing matter;
- ii. Review and answer all correspondence on the above subject where there is no specific case law or otherwise substantial research involved;
- iii. Periodic newsletters and seminars on subjects of interest to management in the area of labor and employment law;
- iv. A review of the client's personnel handbook and related policies for compliance.

Should we incur additional professional services with your prior approval not covered pursuant to our annual retainer program as specified above, we will invoice based upon the following billing rates: \$325.00 per hour for partners/shareholders; \$225.00 per hour for associates; and \$100.00 per hour for paralegals. These hourly rates are subject to an automatic 5% annual increase. Further, we bill for all out-of-pocket expenses incurred such as long-distance telephone charges, telephone

facsimiles, messenger services, federal express, photocopying, travel expenses and filing fees. More information on pricing is included on the accompanying pricing table document.

### **Conclusion**

As mentioned above, Allen Norton & Blue, P.A. has provided superior labor and employment law services to numerous public-sector clients for over fifty years. We would welcome the opportunity to do so for GRU as well. Please do not hesitate to contact me if you need any additional information or have any questions about the materials contained herein.

Thank you for your consideration of our response.

Sincerely,

/s/ *Robert E. Larkin*

Robert E. Larkin  
Florida Bar No. 160814

**RFP-2024-020**  
**GENERAL LEGAL REPRESENTATION**

**OPTION 1-Lump sum annual cost for full legal service coverage based on Scope of Work**

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<b>LUMP SUM ANNUAL COST</b>
<b>COST</b>
<b>\$ 2,500</b>

**OPTION 2- Hourly cost by title for supplemental legal services based on Scope of Work**

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<b>SUPPLEMENTAL SERVICES HOURLY COST</b>	
<b>TITLE</b>	<b>HOURLY COST</b>
<b>1) PARTNER</b>	<b>\$ 325</b>
<b>2) ASSOCIATE</b>	<b>\$ 225</b>
<b>3) PARALEGAL</b>	<b>\$ 100</b>
<b>4)</b>	<b>\$</b>
<b>5)</b>	<b>\$</b>
<b>6)</b>	<b>\$</b>
<b>7)</b>	<b>\$</b>
<b>8)</b>	<b>\$</b>
<b>9)</b>	<b>\$</b>
<b>10)</b>	<b>\$</b>

# FOLDS WALKER

ATTORNEYS AT LAW

ALLISON E. FOLDS†  
S. SCOTT WALKER†

L. ALISON WALKER  
NORMAN BLEDSOE  
A. DEREK FOLDS  
KIERSTEN N. BALLOU  
DANIELLE C. ADAMS

DAVID W. WAGNER, *Of Counsel*  
CLAY MARTIN, *Of Counsel*  
SCOTT L. WHITAKER, *Senior Counsel*

527 E. UNIVERSITY AVENUE  
GAINESVILLE, FL 32601  
TELEPHONE (352) 372-1282  
FACSIMILE (352) 375-9960  
WWW.FOLDSWALKER.COM

† Certified Family and Circuit Civil Mediator

## RE: Request for Proposal – GRU Authority: General Legal Services

Thank you for the opportunity to submit a proposal to service the GRU Authority Board by providing Attorney Legal Services. Folds Walker, LLC will fulfill all duties of GRU Authority Board Attorney while providing an unmatched level of experience, bringing over 50 years of municipal law experience to service the ratepayers, staff members, employees, and board members of GRU. Please consider this correspondence a proposal. Enclosed is background information on both firms, attorney resumes, and all other required documents required by GRU's request for proposals.

### **RESPONSES TO PARAGRAPH 7: TECHNICAL SPECIFICATIONS/SCOPE OF WORK**

#### **7.1 SCOPE OF WORK**

Folds Walker, LLC proposes to provide all of the listed areas of general legal representation to the GRU Authority Board – other than as excepted/clarified in the Exceptions/Clarifications portion of this response.

Our firm would additionally provide annual training on ethics, sunshine law, and quasi-judicial matters. Whether the Authority elects our proposed monthly retainer or hourly rate fee structures, this service would be offered free of charge for the benefit and betterment of the Authority.

There is no additional work for an additional fee that the GRU Authority will require our firm to provide that is not otherwise stated in this response.

#### **Experience of the Law Firm**

##### Firm Profile

Folds Walker, LLC is a full-service civil law firm serving the legal needs of municipalities, business, and individuals. Folds Walker, LLC (and its predecessors) has served the legal needs of the North Central Florida community since 1948. The firm's current partners – Allison E. Folds and S. Scott Walker – have practiced law together for nearly 40 years, all of which have involved the practice of municipal law and the other associate members of the firm's municipal law group alone have nearly a decade of municipal practice experience between them. The firm has provided City Attorney Legal Services to multiple cities for nearly five decades. Currently, the firm provides legal services to the City of Newberry, City of High Springs, City of Archer, City of Starke, City of Williston, City of Lake City,

City of Live Oak, and Town of Micanopy. The firm has also provided representation to the Town of McIntosh, City of Waldo, City of Hawthorne, and City of Trenton and magistrate services to Alachua County, City of Cedar Key, and City of Fanning Springs. This vast experience has provided our attorneys with a deep and broad understanding of government operations at all levels. Our attorneys have a proven ability to work cooperatively with local government staff, appointed officers, and elected leaders to address the variety of issues facing local governments.

For the past several years, the firm has received the highest available rating as a Preeminent Law Firm with a peer review rating “AV” from Martindale-Hubbell. This peer review is an objective indicator of our firm’s high ethical standards and professional ability generated by the evaluations of other members of the Bar and the Judiciary. Our firm brings this reputation for excellence along with the highest quality legal services when representing our municipal clients.

In all aspects of our practice, our firm prefers a collaborative approach to completing tasks. We truly enjoy the camaraderie and familial environment that exists inside the office, and we strive to take the same approach with the municipality and municipal staff. When the municipality presents our office a complex or difficult question or request, they can be confident that each response has a wealth of experience, knowledge, and consideration behind it. We diligently investigate and research issues at hand to find an appropriate solution. Allison E. Folds’ mentor, former City Attorney of Gainesville and former Judge, Osee Fagan, instituted this principle by placing great emphasis on every single City Attorney opinion given to the City.

The firm puts time and consideration into each opinion so that we may guarantee that our legal opinion is well research and debated among many knowledgeable attorneys. Our attorneys meet regularly to share knowledge and proactively manage our municipal representation so that we provided unsurpassed, quality legal service to our municipal clients. Our front desk receptionist and staff are educated in the names of municipal personnel and instructed to find an available attorney to address any municipal personnel or board member’s call in a timely manner (Note: we do not use phone trees or voicemail). Accordingly, our firm is accessible and proactive in avoiding problems that could otherwise metastasize into litigation.

#### Detail of Experience in Denoted Areas

##### **Past record of performance for cities, counties, special districts, and other governmental entities:**

The firm has provided City Attorney Legal Services to multiple municipalities for over five decades. Currently, the firm provides legal services to the City of Newberry, City of High Springs, City of Archer, City of Starke, City of Williston, City of Lake City, City of Live Oak, and Town of Micanopy. The firm has also provided representation to the Town of McIntosh, City of Waldo, City of Hawthorne, and City of Trenton and magistrate services to Alachua County, City of Cedar Key, and City of Fanning Springs.

**Experience in preparation and drafting or ordinances and advising governmental entities on revision of ordinances, codes or charter issues:** Through the firm’s decades of experience in representing municipal clients, we have prepared and drafted thousands of ordinances and provided advise on revision or many more thousands of ordinances, codes, and charter issues.

**Attendance at governmental board meetings or City Commission or GRU Authority meetings:**

The firm is well-seasoned in the realm of attendance at governmental board meetings – typically attending several meetings each week for various of our current municipal clients. The depth of Folds Walker, LLC – with multiple municipal attorneys available on-staff – allows municipalities to rest assured that their meetings will always be attended by at least one, if not more, attorneys. Our attorneys have countless hours of experience preparing with staff and board members before meetings to ensure meetings run smoothly and efficiently as well as providing legal counsel during meetings to put our municipal clients at ease that their decisions are backed by the full knowledge and expertise of Folds Walker, LLC.

**Knowledge of public finance:** Our firm’s decades of experience with our municipal clients has made our firm and our attorneys well-versed in issues of public finance. From the budget adoption process, to bond issuances, to lending agreements and more, the attorneys at Folds Walker, LLC have been intimately involved in the intersection between public finance and the law for decades. Our attorneys are skilled in providing counsel to governments on the issues that impact their bottom line and the bottom line of their citizens.

**Knowledge and practice in the area of public works issues, including utilities and utility franchise agreements:** Our firm has negotiated franchise agreements and provided legal advice regarding public works issues for our municipalities throughout our time in the practice of law. Our attorneys are familiar with procurement issues and how these impact public works timelines, potential liability issues related to public works activities, impact fees and how these impact public works projects, the setting and changing of utility rates in the budget process, obtaining and enforcing easements and other land rights, negotiation of contracts for materials and labor necessary to complete public works projects, and a variety of other issues and topics which may impact the public works activities of a municipality.

**Representation of entities in litigation:** In the practice of municipal law, our firm has engaged in countless instances of representing municipalities in litigation on topics ranging from the permitting and construction of the Florida Rock Cement Plant - now operated by Argos (kilns one and two including the extensive environmental monitoring program for air and water contaminants), the permitting, construction and operation of construction and demolition debris landfills, the permitting and management of industrial sites such as asphalt plants and concrete batch plants, evictions, breach of contract disputes, employment disputes, takings cases, and foreclosures, all the way to federal litigation of FLSA claims and challenging and appealing new laws for breach of home rule power. Not only does our firm have extensive experience with municipal-specific litigation, but we also boast tremendous depth and experience in litigation of all manner of other civil litigation including personal injury, family law, probate litigation, and more. Our unmatched experience with civil litigation generally – as well as the specific issues associated with municipal-related litigation – gives our municipal clients peace of mind that our firm has the expertise to deal with nearly any litigation which may arise.

**Experience or practice in advising entities on Florida Sunshine and public records law, and practice and procedures before local government, legislative, and quasi-judicial bodies:** Through our representation of municipalities, our firm has provided daily advice over the last several decades regarding ethics, Sunshine law, Public records, and quasi-judicial procedures. Our attorneys are well-

versed in the opinions issued by the Attorney General as well as the Florida Commission on Ethics related to these topics and are ever-ready to issue advice and counsel on these critical subjects. So sincere is our dedication to ensuring that our municipal clients have the information and training they need to succeed in this area, that we provide an annual ethics, Sunshine law, public records, and quasi-judicial training to all of our municipal clients – a service that is covered under the retainer agreement at no extra cost to our retainer-based municipal clients. This training meets the hours requirement for the Form 1 and Form 6 training requirements levied by the Florida Commission on Ethics and provides for and in-depth explanation of the key concepts and most common traps for the unwary.

**Depth of firm and ability to provide comprehensive services:** The firm’s municipal practice group consists of six (6) attorneys, all of whom boast experience in municipal law. However, it is the variety of other areas of practice and experience that all of our attorneys possess which truly creates the depth and breadth of knowledge which allows us to provide unparalleled representation to our municipal clients. This variety of experience allows our firm to handle a large variety of issues in-house with the level of professionalism and skill not standard for a municipal law only focused law firm. Issues regarding real estate can be easily addressed by the member of our municipal team who focuses his practice in large part on real estate transactions. Disputes which require litigation and therefore knowledge of the local judicial process specific to the Alachua County courts can be handled in a practiced manner by our municipal team members who regularly appear in these same courts on other civil litigation matters.

**Knowledge of and experience in grant submission review:** Each of our municipal clients, like most municipalities, rely on grant funding to provide essential services to their citizens. As the city/town attorney for these municipalities, our firm has had intimate involvement related to grant submissions – a process which often requires the issuance of legal opinions by the municipality’s attorney regarding the municipality’s compliance with grant requirements. Our attorneys have the necessary skills and knowledge to review grant submissions for compliance with applicable law and advise staff regarding same.

**Provide details with experience in multiple contract negotiations / review of at least \$25 million. Public Private Partnerships (PPP), Advanced Metering Infrastructure (AMI), Customer Information Systems (CIS) and Financial Management Information Systems (FMIS), new gas plants of over \$50 million, Power Purchase Agreements (PPA) at \$50-100 million etc.:** Our firm currently represents multiple clients who either have or are in the process of obtaining AMI technology and our attorneys have experience reviewing contracts related to the procurement, implementation, and maintenance of such technology. We are also currently in the process of working on the various contracts/procurements/and other tasks associated with the construction of the new regional advanced wastewater treatment plant being built by Newberry, Archer, and potentially High Springs which is estimated to cost around \$56M and the facilities associated with same. We are also currently in the process of working on the various contracts/procurements/bond funding/bond financing and other tasks associated with the construction of the new advanced wastewater treatment plant being built in Starke which is estimated to cost around \$26M as well as the new advanced wastewater treatment plant being built in the City of High Springs

HS Advanced and approximately \$12M.

We have represented the City of Newberry in permitting, construction, and financing of a multipurpose Olympic archer training facility by partnering with the Easton Foundation. We have partnered with Alachua County on behalf of the City of Newberry in financing, constructing, and operating a multimillion-dollar baseball facility (Nation’s Park), utilizing tourist development bed tax funds.

**Provide details with experience in regulatory environments that can include Public Service Commission (PSC), Environmental Protection Agency (EPA), etc. (water regulatory environments or electric Federal Energy Regulation Commission (FERC) requirements:**

We have represented our municipal clients regarding compliance issues with water and wastewater regulations with the Florida Department of Environmental Protection. We collaborate with the Florida Municipal Power Agency Council regarding any PSC issues.

Judgements/Lawsuits

There are no judgments or lawsuits against any attorney of our firm or our firm itself in the last five (5) years.

Conflicts of Interest

Folds Walker, LLC holds itself to the highest standard of ethical and professional representation of our clients which begins with a commitment to prompt identification and resolution of any conflicts of interest. To begin with, all clients and matters are run through an industry-standard conflict check through a three-step process which consists of 1) a search run through our firm management software specifically programed to flag any potential conflicts between current or past clients, 2) a firm-wide correspondence sent out to determine if there are any personal conflicts between any firm-members and the client, and 3) analysis by our experienced partners of the results from the previous two steps and disclosure of any and all conflicts before representation is offered or formally agreed upon.

If there are conflicts a discussion ensues with the client regarding potential resolutions to the identified conflict. These resolutions can be in the form of mutual waiver of conflict by involved parties, retainer of third-party counsel for the limited scope of that matter, or any other resolution permitted by applicable ethical rules.

For its municipal clients - with many matters pending at all times – Folds Walker, LLC assesses each matter and makes an ongoing assessment of whether conflicts have or may arise during the representation.

Experience of Attorneys

Names and Biographical Sketches of Attorneys to Provide Representation to GRU

Folds Walker, LLC works as a cohesive unit and our municipal clients enjoy the benefit of multiple attorneys handling their legal matters to ensure efficient and effective representation. The firm's Managing Partner, S. Scott Walker, will be designated as the lead attorney for the GRU Authority Board and will assign and supervise research, review, drafting, meeting attendance, and any other task as outlined in the scope of work, to the other five municipal attorneys in the firm's municipal group in accordance with their knowledge and experience as needed for timely completion of all assigned tasks. The resumes of all below-listed attorneys are attached to this submission along with verification of good standing status with the Florida Bar. While none of our attorneys are board certified in city, county, and local government law, the firm's current partners – Allison E. Folds and S. Scott Walker – have practiced law together for nearly 40 years, all of which have involved the practice of municipal law and the other associate members of the municipal law group alone have nearly a decade of municipal practice experience between them.

### **S. Scott Walker, Esq.:**

S. Scott Walker is a member in good standing with The Florida Bar and was admitted on May 23, 1984. The firm has long been recognized as a superior law firm and has received the highest available rating as a Preeminent Law Firm with a peer review rating "AV" from Martindale-Hubbell. In 2014, S. Scott Walker personally received a peer review rating of "AV" to join his longtime mentor and partner, Allison E. Folds, who has also received this distinction.

Through Mr. Walker's 37 years of municipal law practice, he has served as legal advisor to boards at thousands of regular meetings, special meetings and workshops on behalf of his municipal clients, including but not limited to CRAs, Charter Review Committees, Planning and Zoning Boards, and Code Enforcement Boards. In addition to providing legal advice at meetings, Mr. Walker has provided general legal advice to Board members in their official capacities and staff members in person, by telephone, or e-mail with regard to legal matters affecting the municipal client.

In the past, Mr. Walker has attended and provided individual briefings with Commission, Council or Board members, as needed and requested. Mr. Walker has prepared, reviewed and revised numerous ordinances, contracts, resolutions, agreements, leases, interlocal agreements, special election ballots, procurement documents and franchise agreements. Mr. Walker reviews all agenda items for all meetings and workshops for the entities he represents as City Attorney.

In the event of litigation, Mr. Walker has coordinated, directed and overseen the legal affairs of the Firm's municipal clients, including, but not limited to recommending, initiating and engaging special counsel or experts, when needed. Mr. Walker is admitted to all trial and appellate courts of the State of Florida, including the Florida Supreme Court. Mr. Walker has succeeded at the trial level as well as before the First District Court of Appeal. Additionally, Mr. Walker is licensed to practice before the U.S. District Court for the Northern and Middle Districts of Florida, the Eleventh Circuit Court of Appeals and the U.S. Supreme Court. In 2014, Mr. Walker was appointed by the Governor to serve on the Eighth Judicial Circuit Nominating Commission, having served as Vice Chair of that Commission in 2016-2018. Mr. Walker has also been admitted as Private Master to the First District Court of Appeals Inn of Court has served on its

Executive Board. Mr. Walker is certified by the Florida Supreme Court as a Family and Circuit Civil Mediator.

**Allison E. Folds, Esq.:**

Allison E. Folds is the Senior Partner of Folds Walker, LLC. He has served the community with expert legal counsel since he graduated from the University of Florida in 1965. His main area of practice is civil litigation with a focus on family law and commercial litigation. In addition to his legal practice, Mr. Folds has also been deemed by the Florida Supreme Court as a Certified Family and Circuit Civil Mediator. For over 52 years, Allison E. Folds has represented Gainesville clients through complex proceedings, including high asset dissolution of marriage cases and civil litigation. Mr. Folds has an individual peer review rating of “AV” from Martindale-Hubbell. For complex matters, he works closely with skilled and experienced forensic accountants, appraisers, vocational evaluators, psychologists and other professionals in order to help our clients achieve desired results. Mr. Folds’ career has further involved extensive municipal work and he holds the title of former City Attorney for the municipalities of Waldo, Newberry, Alachua, Hawthorne, Trenton, Cedar Key, Micanopy, and McIntosh, Florida.

**Clay Martin, Esq.:**

Clay Martin is a member in good standing with The Florida Bar and was admitted on October 22, 1997. Clay Martin, joined our firm in 2016 and brings his 29-year career in law, politics and policy which includes his service as an Assistant State Attorney in Bradford County; and practical experiences as a City Commissioner for the City of Newberry; staff member for a Florida Cabinet Official and a Member of Congress; member of local government charter review commissions, economic development committees, and career training and job creation boards; and director on multiple local chamber of commerce boards of directors. He has acted as legal advisor to various governmental and quasi-governmental entities in his career, including the WellFlorida Council, Inc.; Career Source of North Central Florida; and the Florida Department of Agriculture and Consumer Services. In this latter role, among other things, he served as an administrative hearing officer, and legislative analyst. Mr. Martin currently serves as the primary City Attorney for the Cities of Starke and Lake City. Mr. Martin focuses his practice areas on business and contract formation; business and real estate transactions; and legislative consulting services, adding a varied and unique perspective as a member of the firm’s local government practice group.

**A. Derek Folds, Esq.:**

Ms. Folds is the daughter of Allison E. Folds, the firm’s senior partner, and currently serves the firm as a Senior Associate. Ms. Folds attended Florida Coastal School of Law before graduating in 2014, becoming a member of the Florida Bar in 2015, and moving back to Gainesville, Florida – where she was born and raised – to join the law firm of Folds Walker, LLC. Ms. Folds primarily focuses her practice in the fields of family law, appeals, and municipal law and further serves as a court-appointed Guardian ad Litem.

Prior to attending law school, Ms. Folds worked as a deputy clerk at the Alachua County Clerk's Office for over 5 years in the official records, criminal trials, and felony divisions. While in law school, she worked as a law clerk for Creed & Gowdy, P.A., a boutique appellate law firm in Jacksonville, Florida. Ms. Folds served as the Notes and Comments Editor for the Florida Coastal Law Review and Senior Editor for the Public Interest Research Bureau – giving her unparalleled legal research skills. She also received the Book Award in recognition of earning the highest grade in four (4) of her law school courses (Property I, Products Liability - Advanced Legal Writing Requirement, Remedies, and Race and the Law). In addition to her academic achievements, Derek served on the Executive Board of Law Students Against Violence and was recognized as a Pro Bono Honors Student for having provided over 125 hours of pro bono service during law school.

Ms. Folds serves the community through her involvement with the Eighth Judicial Bar Association where she has served on the Board of Directors since 2016. Ms. Folds' experience in complex civil litigation brings strength to the firms' ability to effectively and efficiently represent our municipal clients when litigation becomes necessary.

**Kiersten N. Ballou, Esq.:**

Kiersten N. Ballou is a member in good standing of The Florida Bar and was admitted in September of 2021. Ms. Ballou joined the firm in January of 2021 as a law clerk while a student at The University of Florida Law School. During her law school career, Ms. Ballou was a Dean's Scholar, Ethos of Excellence Scholar – earning her a full tuition scholarship for all three years of law school, and earned the Book Award in recognition of earning the highest grade in her Social Science, Crime, and the Law class. Ms. Ballou additionally had the honor of being accepted as a member of the UF Law Trial Team and competed in that capacity for two years while in law school. Ms. Ballou was also a Levin Ambassador and later served as the admissions coordinator for the Levin Ambassador's program.

Since she began her practice of law, Ms. Ballou has focused her practice in the areas of family and municipal law. Since joining the firm, Ms. Ballou has worked on various municipal matters including negotiation of interlocal agreements, drafting developer's agreements, researching ethics and sunshine law inquiries, advising local government boards on various issues during meetings, drafting ordinances and resolutions, reviewing and advising staff on impact fee and utility rate ordinances, assisting staff in policy development and changes, advising clients during charter review processes, handling FLSA cases through litigation and settlement, advising regarding FAA restrictions and regulations, participating in budget approval processes, and numerous other tasks to serve our municipal clients.

**Danielle C. Adams, Esq.:**

Ms. Adams is a member in good standing of The Florida Bar and was admitted in September of 2022. Ms. Adams attended the University of Florida for her undergraduate career on a full scholarship. She majored in Biology and minored in Disabilities in Society. Ms. Adams attended American University Washington College of Law in Washington, D.C. on an academic

scholarship. During her academic career at the Washington College of Law, she served as the Managing Editor for the Journal of Gender, Social Policy, and the Law, the top cited legal periodical in the United States in the topic area of gender, social policy, and the law. She was also the Diversity and Inclusion Subcommittee Chair for all the Journals at American University.

Ms. Adams started at Folds Walker, LLC as a file clerk during her time at the University of Florida. She went on to become a Law Clerk for our firm following her admission to American University Washington College of Law in Washington, D.C. Upon graduating from law school and passing the Florida Bar, Danielle became an Associate Attorney for the firm. Since joining the firm, Ms. Adams focuses her practice on family, municipal, probate, and estate planning/litigation law. Ms. Adams is admitted to practice in the U.S. District Court of the Northern District of Florida and the U.S. District Court of the Middle District of Florida. Ms. Adams has served our municipal clients through her work in drafting procurement documents, advising clients on employment issues, researching matters related to the creation and administration of special districts, negotiating various contracts between the municipality and third parties, providing advice and counsel during municipal meetings, and providing countless other services as needed by the firm's municipal clients.

#### Attorneys' and Firm's Experience in Representing Local Governmental Entities

Folds Walker, LLC has represented multiple municipalities as their City/Town Attorney over the firm's existence. In the last five (5) years, Folds Walker, LLC has represented the following municipalities in the capacity of City/Town attorney:

- City of Newberry
- City of High Springs
- City of Starke
- City of Archer
- Town of Micanopy
- City of Williston
- City of Lake City
- City of Live Oak

Our firm works as a cohesive unit and all six (6) municipal attorneys (S. Scott Walker, Allison E. Folds, A. Derek Folds, Clay Martin, Kiersten N. Ballou, and Danielle C. Adams) are designated as either designated or assistant City/Town attorneys and provide advice, services, and meeting coverage as is determined in the best interest of each municipality.

#### PARAGRAPH 9.1: CRITERIA

##### References:

\* indicates client for which a recent conflict was addressed

**Client: City of Newberry \***

Contact Name	Mike New, City Manager; Jordan Marlowe, Mayor
Contact Telephone Number	352-472-2161
Contact Email Address	MNew@NewberryFL.gov MarloweJH@NewberryFL.gov
Description of Services	City Attorney
Start and Completion Date(s)	1971-Present

**Client: City of High Springs**

Contact Name	Ashley Stathatos, City Manager; Byran Williams, Commissioner
Contact Telephone Number	386-454-1416
Contact Email Address	astathatos@highsprings.us bwilliams@highsprings.us
Description of Services	City Attorney and Special Counsel
Start and Completion Date(s)	City Attorney (2012 - Present); Special Counsel (2010)

**Client: City of Archer**

Contact Name	Charles “Tony” Hammond, City Manager Iris Bailey, Mayor Kathy Penny, Vice Mayor
Contact Telephone Number	352-495-2880
Contact Email Address	thammond@cityofarcher.com ibailey@cityofarcher.com kpenny@cityofarcher.com
Description of Services	City Attorney
Start and Completion Date(s)	2013 - Present

**Client: Town of Micanopy**

Contact Name	Sara Owens, Town Manager Jiana Williams, Mayor Judy Galloway, Mayor Pro Tem
Contact Telephone Number	352-466-3121
Contact Email Address	SOwen@micanopytown.com jwilliams@micanopytown.com jgalloway@micanopytown.com
Description of Services	Town Attorney
Start and Completion Date(s)	2017 – Present

**Client: City of Starke**

Contact Name	Scott Roberts, Mayor Jim Crosby, City Clerk Andy Redding, Vice-Mayor
Contact Telephone Number	904-964-5027
Contact Email Address	sroberts@cityofstarke.org jcrosby@cityofstarke.org aredding@cityofstarke.org
Description of Services	City Attorney
Start and Completion Date(s)	2019 – Present

**Client: City of Williston**

Contact Name	Debra Jones, City Council President Terry Bovaird, City Manager
Contact Telephone Number	352-528-3060
Contact Email Address	debra.jones@willistonfl.org city.manager@willistonfl.org
Description of Services	City Attorney
Start and Completion Date(s)	2021 – Present

**Client: City of Lake City**

Contact Name	Stephen Witt, Mayor Audrey Sikes, City Clerk
Contact Telephone Number	(386)755-2863 (386) 719-5756
Contact Email Address	WittS@lcfla.com SikesA@lcfla.com
Description of Services	City Attorney
Start and Completion Date(s)	2022-Present

**Client: City of Live Oak**

Contact Name	Frank Davis, Mayor John W. Gill, City Clerk
Contact Telephone Number	386-362-2276
Contact Email Address	fdavis@cityofliveoak.org jgill@cityofliveoak.org
Description of Services	City Attorney
Start and Completion Date(s)	2022-Present

*Additional references available upon request.*

  
**S. SCOTT WALKER, ESQ.**  
 Fla. Bar No. 0394939

**RFP-2024-020**  
**GENERAL LEGAL REPRESENTATION**

**OPTION 1-Lump sum annual cost for full legal service coverage based on Scope of Work**

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<b>LUMP SUM ANNUAL COST</b>
<b>COST</b>
<b>\$ 199,999.92</b>

**Option 1 price to be paid in 12 equal installments of \$16,666.66 due at the beginning of each month. Representation subject to Clarifications/Exceptions sheet included with this response. The following services would not be covered under the annual lump sum and would be billed separately to GRU:**

**- Prosecuting or defending litigation involving the Authority for matters which the Firm serves as counsel of record for the Authority that are initiated by a filing in a legal or administrative tribunal or a state or federal court, including all arbitration and mediation proceedings.**

**- Representing the Authority in all negotiations with third parties in the acquisition and disposition of real property rights and interests, including preparation of documents related to real property transactions and issuing title insurance commitments and policies.**

**-Any single project which requires an inordinate amount of attorney's time. For purposes defining such a project the parties would consider the expenditure of over fifty (50) hours on a single matter before opening an hourly billing matter.**

**- Preparation of municipal financing matters and any other services not specifically included in the Scope of Work.**

**OPTION 2- Hourly cost by title for supplemental legal services based on Scope of Work**

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**Option 2 – Hourly representation for all legal services listed in Scope of Work (other than as otherwise stated in Clarifications/Exceptions sheet). Hourly fee shall be the same across all titles of legal services offered by the firm at a rate of 80% of firm's standard fees as outlined below. Invoices to be submitted by firm on a monthly basis and paid by the end of each month:**

- **Partner Attorney Time: \$320 per hour**
  - Time for S. Scott Walker and Allison E. Folds
- **Of Counsel and Senior Associate Time: \$280 per hour**
  - Time for A. Derek Folds and Clay Martin
- **Associate Attorney Time: \$240 per hour**
  - Time for Kiersten N. Ballou and Danielle C. Adams
- **Certified Paralegal Time: \$120 per hour**

**RFP-2024-020**

**GENERAL LEGAL REPRESENTATION**

- **Law Clerk and Paralegal Time: \$100 per hour**
- **Legal Assistant Time: \$80 per hour**

### CLARIFICATIONS/EXCEPTIONS

Folds Walker, LLC clarifies that the following services as outlined in paragraph 7.1 Scope of Work of the solicitation are handled on an initial level by Folds Walker, LLC but may require partnerships with other attorneys/firms as co-counsel or in an advisory position depending on the scope and complexity of these issues. Such partnerships shall bear additional cost to the GRU Authority in accordance with the other attorney(s)/firm(s) billing structures. Folds Walker, LLC will not partner with any other attorney(s)/firm(s) without the express prior permission and consent of the GRU Authority Board:

- Represent and/ or provide guidance to GRU in regulatory enforcement and compliance hearings.
- Assist with immigration laws.
- Provide legal representation and advice with respect to environmental permitting, enforcement, and regulatory matters. Environmental legal representation advises on water, wastewater, air, and solid and hazard waste issues.
- Compile/prepare Appendix A every other year (approximately 10 hours of work).

Folds Walker, LLC clarifies that the following service listed in the Paragraph 7.1 Scope of Work portion of the solicitation would not be performed by Folds Walker, LLC and the GRU Authority Board need to engage/retain separate counsel for the purposes of these services:

- File Trademark renewals with US Patent and Trademark Office.

  
S. SCOTT WALKER, ESQ.  
Fla. Bar No. 0394939

S. SCOTT WALKER  
527 E. University Avenue  
Gainesville, FL 32601  
(352) 372-1282  
Scott@FoldsWalker.com

## BAR ADMISSIONS

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The Florida Bar, 1984  
U.S. District Court, Middle and Northern Districts of Florida, 1987  
U.S. Court of Appeals, Eleventh Circuit, 1992  
U.S. Supreme Court, 2003

## EXPERIENCE

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### **FOLDS & WALKER, Gainesville, FL**

*Managing Partner, 2002-Present (practiced with firm predecessors since 1984)*

*Certified Family Mediator, 2015-Present*

- Represent clients in general areas of civil law, focusing on Marital and Family Law, Municipal and Local Government Law, and General Civil Trial Practice.
- Manage and supervise case load of associate attorneys.
- Represent clients in appeals, including drafting appellate briefs and oral arguments.
- Recipient of Martindale-Hubbell AV Preeminent Peer Rating (*Highest Rating in both Legal Ability and Ethical Standards*).

### **CITY OF NEWBERRY, FLORIDA**

*City Attorney, 1986-Present*

### **TOWN OF MCINTOSH, FLORIDA**

*Town Attorney, 1994-2008*

### **CITY OF HIGH SPRINGS, FLORIDA**

*Outside Counsel, 2010*

### **CITY OF HIGH SPRINGS, FLORIDA**

*City Attorney, 2012-Present*

### **CITY OF ARCHER, FLORIDA**

*City Attorney, 2013-Present*

### **TOWN OF MICANOPY, FLORIDA**

*City Attorney, 2017-Present*

### **CITY OF STARKE, FLORIDA**

*Assistant City Attorney, 2019-Present*

### **CITY OF WILLISTON, FLORIDA**

*City Attorney, 2021-Present*

### **CITY OF LAKE CITY, FLORIDA**

*City Attorney, 2022-Present*

### **CITY OF LIVE OAK, FLORIDA**

*City Attorney, 2022-Present*

- Review municipality practices, procedures and documents to ensure conformity with legal requirements and regulations.
- Review, revise and approve a variety of documents involving the municipality's interests as to legal form and substance.
- Provide legal advice, including the preparation of legal opinions and research support, to the municipality governing board, Mayor, City Manager, department heads and citizen boards.
- Represent the municipality in litigation proceedings.
- Attend all regularly scheduled Commission meetings and special meetings.

## EDUCATION

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**University of Florida, Levin College of Law, Gainesville, FL**

*Juris Doctor, 1983*

**University of Florida, Gainesville, FL**

*Bachelor of Arts, cum laude, 1980*

**Daytona Beach Community College, Daytona Beach, FL**

*Associate of Arts, 1978, with Honors*

## COMMUNITY INVOLVEMENT

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### **Eighth Judicial Circuit Nominating Commission**

*Member, 2014-2018; Vice Chair, 2016-2018*

### **Gainesville Jaycees**

*Member, 1984-1988; President, 1987-1988*

### **District 3-A/Long-Term Care Ombudsman Council**

*Member, 1989-1991; Chair, 1991*

### **Eighth Judicial Circuit Law Day Instructor**

*Guest Speaker, "U.S. and Florida Constitution"*

*Buchholz High School, Gainesville, FL, May, 1994*

*Newberry Elementary School, Newberry, FL, November, 1989*

### **Levin College of Law, University of Florida, Gainesville, FL**

*Judge, Appellate Advocacy, 2005, 2006, 2016*

*Guest Speaker, Solo Practitioner and Small Firm Group, 2016*

### **Eighth Judicial Circuit Professionalism Seminar**

*Panelist, Family Law, April, 2012 and April, 2014*

*Panelist, Government Law, April, 2013 and April, 2015*

### **What Family Law Judges Really Want to Know? (NBI Seminar)**

*Moderator, October, 2010*

### **Classical Conversations Mock Trial Competition**

*Judge, April, 2017*

### **Guardian ad Litem**

*1984-1995, 2017-Present*

### **American Bar Foundation**

*Member, June, 2020*

## MEMBERSHIPS

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### **The Florida Bar**

*Member, 1984-Present; Board of Governors, Young Lawyers Division, 1993-1996*

### **First District Court of Appeals Inn of Court**

*Private Master, 2015-Present, Executive Committee, 2018-Present*

### **Florida Municipal Attorneys Association**

*Member, Approx. 1986-Present*

### **Eighth Judicial Circuit Bar Association**

*Member, 1984-Present; Director, Board of Directors, 1995-1996*

### **American Association for Justice (formerly Association of Trial Lawyers of America)**

*Member, 1984-Present*

### **Florida Justice Association (formerly Academy of Florida Trial Lawyers)**

*Member, 1990-2019*

### **American Bar Association**

*Member, 1997-Present*

### **Federal Bar Association**

*Member, 2000-Present*

### **American College of Barristers**

*Senior Counsel Member, Approx. 2005-Present*

### **Gainesville Masonic Lodge 41**

*Member, Approx. 1990-Present*

### **Quarterback Club**

*Member, 2003-Present*

### **University of Florida President's Council**

*Member, 2019-Present*

## **CURRICULAR VITA**

**Allison E. Folds**, born Gainesville, Florida, May 17, 1940; admitted to bar, 1966, Florida and U.S. District Court, Northern District of Florida; 1978, U.S. Court of Claims; 1990, U.S. Supreme Court.

**Education:** University of Florida and Florida State University (B.S. in B.A., 1962); University of Florida (J.D., 1965). Delta Theta Phi. Certified Family Law/Circuit Civil Mediator, Supreme Court of Florida.

**Member:** Eighth Judicial Circuit (Member, Board of Directors, 1973-1979; President, 1978-1979); The Florida Bar (Member, Board of Governors, Young Lawyers Section, 1970-1974); American Association for Justice (Formerly The Association of Trial Lawyers of America); Florida Justice Association (Formerly Academy of Florida Trial Lawyers); Florida Academy of Professional Mediators.

**Practice Areas:** Family Law; Personal Injury Law; Wrongful Death Law; Medical Malpractice; Civil Litigation.

**Former City Attorney** for Waldo, Florida; Newberry, Florida; Alachua, Florida; Trenton, Florida; Hawthorne, Florida; Cedar Key, Florida; Micanopy, Florida and Town of McIntosh, Florida.

**Award:** Awarded the James L. Tomlinson Professionalism Award from the Eighth Judicial Bar Association 2018.

**AV Peer Review Rated**

# CLAY MARTIN

FOLDS WALKER, LLC  
527 East University Avenue • Gainesville, Florida 32601  
Clay@FoldsWalker.com  
352-372-1282

## EXPERIENCE

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### ATTORNEY & COUNSELOR AT LAW, OF COUNSEL

February 2016 – Present

#### Folds Walker, LLC

Gainesville, Florida

- Review real estate title histories, issue real estate title insurance policies when appropriate, and coordinate real estate transaction closings.
- Advise clients regarding resolution of code enforcement and land use matters before governmental entities with an eye toward amicable resolution with the relevant governmental entity.
- Counsel diverse clientele on real estate transactions, licensing, contract formation, contract management, litigation, business entity organization, and business entity operation issues.
- Negotiate and draft complex legal documents including employment contracts, license agreements, asset sale agreements, litigation settlement contracts, real estate lease agreements, and other commercial transaction agreements.
- Resolve business and contract disputes via mediation, arbitration, and litigation.
- City Attorney/Outside Legal Counsel – City of Starke, Florida and City of Lake City, Florida
- Asst. City Attorney/Outside Legal Counsel – Cities of Micanopy, Newberry, Williston, High Springs, Archer, and Live Oak, Florida

### CONGRESSIONAL DISTRICT DIRECTOR

July 2013 – September 2015

#### CONGRESSIONAL DEPUTY DISTRICT DIRECTOR

January 2013 – June 2013

#### Office of U.S. Representative Ted S. Yoho (Florida, District 3)

Gainesville, Florida

- Maintained relationships with officials and organizations in a geographically large, economically diverse congressional district, and represent the congressman in his absence at events and meetings.
- Managed multi-office operations of congressional district, including constituent outreach and advocacy.

### OTHER PAST EMPLOYMENT

- |   |                               |                               |
|---|-------------------------------|-------------------------------|
| • Office of the Commissioner of Agriculture<br>Fl. Dept. of Agriculture and Consumer Services | Cabinet Level Policy Analyst  | December 2010 – December 2012 |
| • Adam Putnam Campaign  | Regional Campaign Coordinator | April 2010 – December 2010    |
| • Clay Martin, Chartered – Counselor at Law   | Managing Member               | October 2006 – November 2010  |

## EDUCATION

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### JURIS DOCTOR DEGREE

University of Florida, College of Law

August 1997  
Gainesville, Florida

### BACHELOR OF SCIENCE DEGREE

University of Florida, College of Agriculture  
Food and Resource Economics Department

August 1994  
Gainesville, Florida

### ASSOCIATE OF ARTS DEGREE

Santa Fe Community College

June 1992  
Gainesville, Florida

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**ADMISSIONS, ORGANIZATIONS, & AFFILIATIONS**


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The Florida Bar	1997 – Present
U.S. District Court, Northern District of Florida	2002 – Present
U.S. District Court, Middle District of Florida	2001 – Present
U.S. District Court, Southern District of Florida	2002 – Present
U.S. Circuit Court of Appeals, Eleventh Circuit	2020 – Present
U.S. Supreme Court	2020 – Present
Rotary Club of Downtown Gainesville	2016 – Present
Attorneys' Title Fund Services, LLC – Agent	2007 – 2010, 2016 – Present
Leadership Gainesville XXIV	Spring 1997
Florida Blue Key Honor Fraternity	Inducted 1993

---

**COMMUNITY INVOLVEMENT**


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<b>GREATER GAINESVILLE CHAMBER OF COMMERCE BOARD OF DIRECTORS</b>	January 2006 – December 2010 January 2018 – December 2023
<b>Chairman of the Board</b>	January 2022 – December 2022
<ul style="list-style-type: none"> <li>Provide leadership to governing board of Gainesville's largest business advocacy organization.</li> </ul>	
<b>Vice Chairman/Chairman-Elect</b>	January 2021 – December 2021
<ul style="list-style-type: none"> <li>Establish policies governing Gainesville's largest business advocacy organization.</li> </ul>	
<b>Economic Development Committee</b>	January 2021 – December 2023
<ul style="list-style-type: none"> <li>Implement goals of the Collaborate 2025 five-year economic development strategy.</li> </ul>	
<b>Public Policy Committee</b>	January 2017 – December 2020
<ul style="list-style-type: none"> <li>Advise the Chamber of Commerce Board of Directors on matters of public policy.</li> </ul>	
<b>GAINESVILLE - ALACHUA COUNTY ASSOCIATION OF REALTORS (GACAR)</b>	
<b>Public Policy Committee</b>	January 2017 – December 2019
<ul style="list-style-type: none"> <li>Advise the GACAR Board of Directors on matters of politics and public policy.</li> </ul>	
<b>OTHER PAST COMMUNITY INVOLVEMENT</b>	
<ul style="list-style-type: none"> <li>Member, CareerSource North Central Florida Board of Directors (Chairman 2010)</li> </ul>	2006 – 2010
<ul style="list-style-type: none"> <li>Member, Alachua County Economic Development Advisory Committee</li> </ul>	2005 – 2007
<ul style="list-style-type: none"> <li>Member, City of Newberry Charter Review Commission</li> </ul>	2005 – 2006
<ul style="list-style-type: none"> <li>Member, Alachua County Charter Review Commission</li> </ul>	1999 – 2000
<ul style="list-style-type: none"> <li>Executive Director, Alachua County Day, Inc.</li> </ul>	1997 – 2002
<ul style="list-style-type: none"> <li>Member, Alachua County Tourism Development Council</li> </ul>	1993 – 1995
<ul style="list-style-type: none"> <li>City Commissioner, City of Newberry, Florida</li> </ul>	1992 – 1995

# ALLISON DEREK FOLDS, ESQUIRE

527 East University Avenue, Gainesville, Florida 32601 • (352) 219-5573 • derek@foldswalker.com

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## BAR ADMISSION

The Florida Bar, Admitted in May 2015

## EDUCATION

### Florida Coastal School of Law

Jacksonville, Florida

Juris Doctor, *magna cum laude*, May 2014

Class Rank: Top 7% of Class (33/490); Grade Point Average – 3.5/4.0

Honors: Pro Bono Honors Student (125+ hours)  
Book Award – Race and the Law (Spring 2014)  
Book Award – Remedies (Summer 2013)  
Book Award – Products Liability (Advanced Legal Writing Requirement) (Summer 2012)  
Book Award – Property I (Fall 2011)  
Dean's Scholar (multiple semesters)  
International Legal Honor Society of Phi Delta Phi

Activities: *Florida Coastal Law Review* – Executive Board, Notes and Comments Editor  
Public Interest Research Bureau – Executive Board, Senior Editor  
Law Students Against Violence – Executive Board, President  
Coastal Association of Public Interest Law – Member (2011 – 2014)  
Italian American Law Students Association – Member (2011 – 2013)  
Teaching Assistant – Lawyering Process I (Spring 2013)  
Intramural Softball Team (2011 – 2013)

### Samford University

Birmingham, Alabama

Bachelor of Arts in Sociology, June 2005

Activities: Zeta Tau Alpha, Delta Psi Chapter

## LEGAL EXPERIENCE

### Folds Walker, LLC

Gainesville, Florida

Senior Associate Attorney

September 2015 – Present

- Represent clients in family law matters, including dissolution of marriage, paternity, child support, relocation, adoptions, and appeals
- Legal research of complex issues related to family law
- Engage in extensive discovery requests and compliance related to family law
- Litigate discovery, enforcement, modification, and trial proceedings
- Advise the Town of Micanopy on municipal legal issues

**Fourth Judicial Circuit, Clay County, Florida**  
*Judicial Assistant—The Honorable Richard R. Townsend*

Green Cove Springs, Florida  
*October 2014 – August 2015*

**Creed & Gowdy, P.A.**  
*Law Clerk*

Jacksonville, Florida  
*May 2013 – June 2014*

**United States District Court for the Middle District of Florida**  
*Intern—The Honorable Joel B. Toomey*

Jacksonville, Florida  
*August 2012 – December 2012*

**Alachua County Clerk of Court, Eighth Judicial Circuit**  
*Court Clerk, Circuit Court, Felony Division IV—The Honorable David A. Glant*  
*Court Clerk, Criminal Trials and First Appearance Hearings Division*  
*Recorder, Official Records Department*

Gainesville, Florida  
*July 2009 – July 2011*  
*July 2008 – July 2009*  
*June 2006 – July 2008*

## **MEMBER ASSOCIATIONS**

**Eighth Judicial Circuit Bar Association, Board of Directors (2016 – Present)**

- *Chair of Professionalism Committee (2022 – present)*

**American Poolplayers Association, Member and Team Captain (2004 – Present)**

- *7-time National Finalist in Singles, Doubles, and Team Events*

**Fraternal Order of Eagles Aerie \$4385, Aerie Member (2023 – Present)**

## Kiersten Nichelle Ballou

527 E. University Avenue Gainesville, FL 32601 | (352) 372-1282 |  
kiersten@foldswalker.com

### LEGAL EXPERIENCE

---

#### **Folds Walker, LLC, Gainesville, FL**

*Associate Attorney*

September 2021 – present

- Responsible for majority case management and task completion for two municipalities and provide supportive case management and task completion for an additional two municipalities.
- Maintain active case load of family law, civil litigation, and municipal law clients.
- Conduct legal research and subsequently plan case strategies for all assigned cases.
- Negotiate with opposing parties to reach resolutions, avoid litigation, and obtain client satisfaction.
- Monitor relevant law by attending conferences, educational events, and keeping up-to-date on all changes to relevant rules, statutes and/or case law.

#### **Folds Walker, LLC, Gainesville, FL**

*Law Clerk*

January 2021-September 2021

- Prepared written correspondence and researched legal issues for five attorneys.
- Attended numerous court proceedings, municipal meetings, and client meetings.
- Researched legal issues and drafted memorandums of law and pleadings for five attorneys.
- Oversaw and managed discovery for 10+ cases at any given time.

#### **GatorTeam Child Legal Clinic, Gainesville, FL**

*Certified Legal Intern*

Fall 2020

- Represented juveniles in all aspects of their dependency cases under supervising attorney.

#### **Department of Children and Families, Children's Legal Services, Ocala, FL**

*Legal Intern*

June 2020 – August 2020

- Prepared termination of parental rights and dependency petitions for submission.
- Assisted in preparation of court note sheets from Judicial Review Social Summary Reports and judicial review preparation documents.
- Observed proceedings and staffing meetings with CLS attorneys.

#### **Christy Lopez Law, Gainesville, FL**

*Legal Intern*

May 2019–September 2020

- Researched nuanced family law issues and prepared memos analyzing same.
- Conducted preliminary client interviews.
- Prepared motions, responses, petitions, and answers for review.
- Observed proceedings in chambers (including emergency and final hearings).

#### **UF Levin College of Law – Prof. Merritt McAlister, Gainesville, FL**

*Research Assistant*

May 2019 – January 2020

- Researched equity in published and unpublished decisions in federal appeals circuits.

### EDUCATION

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#### **University of Florida Levin College of Law, Gainesville, FL**

*Juris Doctor Candidate*

GPA: 3.45 (Top 25%)

May 2021

Honors: Ethos of Excellence Scholarship Award

Danielle C. Adams  
527 E. University Avenue  
Gainesville, Florida 32601  
(352) 372-1282 – Danielle@foldswalker.com

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### **EDUCATION**

**American University Washington College of Law, Washington, DC**  
Juris Doctor, 2022  
Honors: Dean's Merit Scholarship

**University of Florida, Gainesville, FL**  
Bachelor of Science in Natural Sciences, 2019

### **BAR ADMISSIONS**

**The Florida Bar, 2022**  
**U.S. District Court, Northern District of Florida, 2023**

### **EXPERIENCE**

**Folds Walker, LLC, Gainesville, Florida**  
Associate

September 2022 – present

- Represents clients in general areas of civil law, focusing on Marital and Family Law, Municipal and Local Government Law, Estate Planning and Probate Law, and General Civil Trial Practice.
- Provides legal advice, including the preparation of legal opinions and research support, to clients.
- Assistant City Attorney for the City of Newberry, the City of Archer, the City of High Springs, the City of Lake City, and the City of Live Oak.

**Folds Walker, LLC, Gainesville, Florida**  
Law Clerk

August 2019 – September 2022

- Drafted, edited, and reviewed briefs and memoranda regarding legal issues faced by family law, municipal, and corporate clients.
- Responsible for the intake of municipal clients' concerns, addressed immediate issues, and researched and responded to questions related to Florida Statutes and local ordinances and resolutions as presented by the Attorneys.
- Developed legal documents, including motions and pleadings, to support litigation processes and court proceedings.

**The Law Firm of Paley Rothman, Bethesda, MD**  
Law Clerk

May 2021 – December 2021

- Drafted motions, researched relevant caselaw, prepared summaries of legal arguments, and assisted in preparation for court hearings.
- Worked on client cases relating to the dissolution of marriage, child custody, employment matters, transactional matters, and estate planning.
- Evaluated complex legal issues and delivered analysis and assessments to attorneys.

**Folds Walker, LLC, Gainesville, FL**  
File Clerk

April 2018 – August 2019

- Organized files for all clients and was responsible for updating (attorney notes, correspondence, pleading indexes)
- Assisted city attorneys in matters pertaining to issues in said cities including research and preparation for commission meetings.
- Assisted in responding to all public records requests by gathering desired documentation and determining if it is subject to record requests.

### **MEMBERSHIPS**

**American Bar Association, Member, 2022 – Present**  
**Eighth Judicial Bar Association, Member, 2022 – Present**  
**The Florida Bar, Member, 2022 - Present**

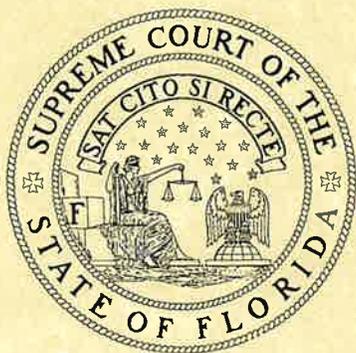
# Supreme Court of Florida

## Certificate of Good Standing

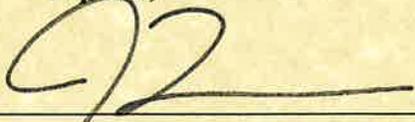
*I, JOHN A. TOMASINO, Clerk of the Supreme Court of the State of Florida, do hereby certify that*

**ALLISON E FOLDS JR.**

*was admitted as an attorney and counselor entitled to practice law in all the Courts of the State of Florida on MAY 23, 1966, is presently in good standing, and that the private and professional character of the attorney appear to be good.*



*WITNESS my hand and the Seal of the Supreme Court of Florida at Tallahassee, the Capital, this FEBRUARY 1, 2024.*

  
\_\_\_\_\_  
*Clerk of the Supreme Court of Florida*

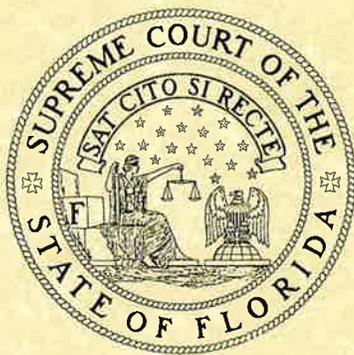
# Supreme Court of Florida

## Certificate of Good Standing

*I, JOHN A. TOMASINO, Clerk of the Supreme Court of the State of Florida, do hereby certify that*

**STUART SCOTT WALKER**

*was admitted as an attorney and counselor entitled to practice law in all the Courts of the State of Florida on MAY 23, 1984, is presently in good standing, and that the private and professional character of the attorney appear to be good.*



*WITNESS my hand and the Seal of the Supreme Court of Florida at Tallahassee, the Capital, this FEBRUARY 1, 2024.*

  
\_\_\_\_\_  
*Clerk of the Supreme Court of Florida*

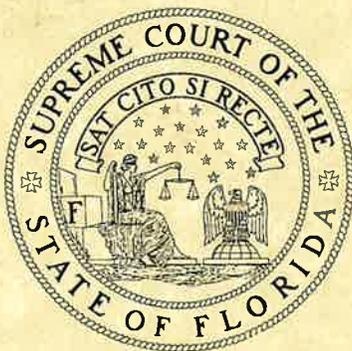
# Supreme Court of Florida

## Certificate of Good Standing

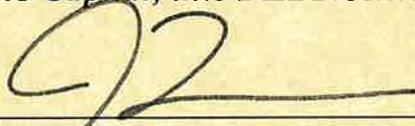
*I, JOHN A. TOMASINO, Clerk of the Supreme Court of the State of Florida, do hereby certify that*

**CLAY MARTIN**

*was admitted as an attorney and counselor entitled to practice law in all the Courts of the State of Florida on OCTOBER 22, 1997, is presently in good standing, and that the private and professional character of the attorney appear to be good.*



*WITNESS my hand and the Seal of the Supreme Court of Florida at Tallahassee, the Capital, this FEBRUARY 1, 2024.*

  
Clerk of the Supreme Court of Florida

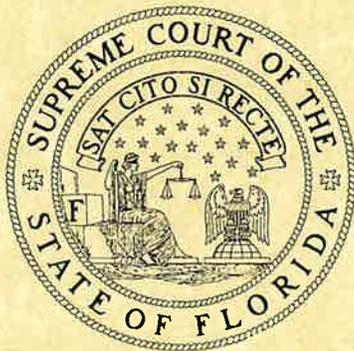
# Supreme Court of Florida

## Certificate of Good Standing

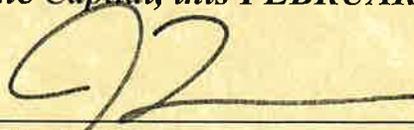
*I, JOHN A. TOMASINO, Clerk of the Supreme Court of the State of Florida, do hereby certify that*

**KIERSTEN NICHELLE BALLOU**

*was admitted as an attorney and counselor entitled to practice law in all the Courts of the State of Florida on SEPTEMBER 21, 2021, is presently in good standing, and that the private and professional character of the attorney appear to be good.*



*WITNESS my hand and the Seal of the  
Supreme Court of Florida at Tallahassee,  
the Capital, this FEBRUARY 1, 2024.*

  
\_\_\_\_\_  
*Clerk of the Supreme Court of Florida*

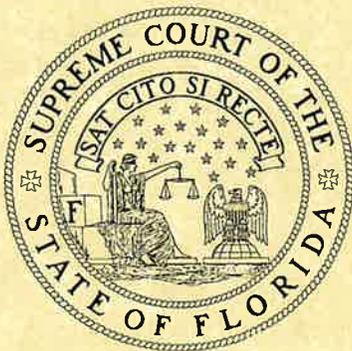
# Supreme Court of Florida

## Certificate of Good Standing

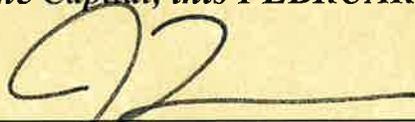
*I, JOHN A. TOMASINO, Clerk of the Supreme Court of the State of Florida, do hereby certify that*

**DANIELLE C. ADAMS**

*was admitted as an attorney and counselor entitled to practice law in all the Courts of the State of Florida on SEPTEMBER 22, 2022, is presently in good standing, and that the private and professional character of the attorney appear to be good.*



*WITNESS my hand and the Seal of the  
Supreme Court of Florida at Tallahassee,  
the Capital, this FEBRUARY 1, 2024.*

  
\_\_\_\_\_  
*Clerk of the Supreme Court of Florida*

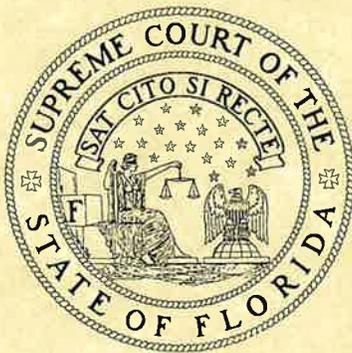
# Supreme Court of Florida

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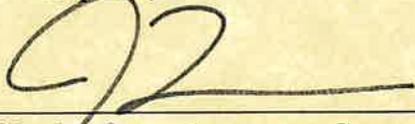
*I, JOHN A. TOMASINO, Clerk of the Supreme Court of the State of Florida, do hereby certify that*

**ALLISON DEREK FOLDS**

*was admitted as an attorney and counselor entitled to practice law in all the Courts of the State of Florida on MAY 5, 2015, is presently in good standing, and that the private and professional character of the attorney appear to be good.*



*WITNESS my hand and the Seal of the Supreme Court of Florida at Tallahassee, the Capital, this FEBRUARY 1, 2024.*

  
\_\_\_\_\_  
*Clerk of the Supreme Court of Florida*

# GAINESVILLE REGIONAL UTILITIES

RFP-2024-020 - General Legal Representation

February 2, 2024

**PREPARED BY**

# GRAYROBINSON

Stephanie Marchman, Shareholder  
643 SW 4<sup>th</sup> Avenue, Suite 110  
Gainesville, Florida 32601  
352.283.1522  
stephanie.marchman@gray-robinson.com

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## LETTER OF INTRODUCTION

Gainesville Regional Utilities  
Dana Earl, Procurement Specialist III  
301 SE 4<sup>th</sup> Ave, Station 105  
Gainesville, Florida 32601

Dear Ms. Earl and Members of the Gainesville Regional Utilities Authority Board,

On behalf of GrayRobinson, I am pleased to offer this proposal to provide general legal representation in all areas identified in the Gainesville Regional Utilities (GRU) RFP-2024-020 Scope of Work. I present the enclosed qualifications detailing our professional capabilities and accomplishments, making us uniquely prepared to provide these legal services.

Indeed, GrayRobinson understands the complexities and importance of representing public entities perhaps better than any law firm in Florida. Our founder, Charlie Gray, served for years as County Attorney for Orange County, and many GrayRobinson attorneys and consultants have previously served as government lawyers and officials, myself included (I served as in-house legal counsel for the City of Gainesville for over a decade before joining GrayRobinson).

The GrayRobinson proposed legal team for GRU is no different. They have extensive experience in representing public entities, including public utilities, throughout Florida. For instance, in addition to our prior legal and lobbying work for GRU and the City of Gainesville, our team has provided legal services to the following public utilities:

- Clay County Utility Authority
- Emerald Coast Utilities Authority
- Kissimmee Utility Authority
- Orlando Utilities Commission
- Palm Bay Utility Commission
- Utilities Commission of New Smyrna Beach

As a member of the Gainesville community alongside you, GRU can count on GrayRobinson being invested in its success and responsive to all its legal and legislative needs. Thank you for the opportunity to provide this proposal. We appreciate your consideration and look forward to hearing from you.

Sincerely,



Stephanie Marchman  
Shareholder  
GrayRobinson

## 1. APPROACH

### **A. Approach to scope of work to provide full legal representation for GRU.**

---

We understand that providing quality and responsive legal services to a complex and growing entity like GRU requires a diverse network of talented attorneys and advisors who understand the unique challenges faced by public utilities. Our strategy and approach go beyond providing basic legal services. The best advice takes into consideration the context in which issues arise and the strategic objectives of our clients. Our goal is to provide solutions, not barriers, to achieving those objectives. To support this vision, the GrayRobinson team offers proactive guidance and training to preempt potential legal challenges. Our experience extends to enhancing your practices and procedures, reducing the risk of litigation, and efficiently resolving disputes when they arise.

In representations such as this, GrayRobinson implements a team approach to maximize communication and responsiveness without overstaffing. As your primary point of contact, Stephanie Marchman will oversee the work performed by GrayRobinson professionals and ensure GRU remains satisfied with the quality, timeliness, and effectiveness of our representation. We believe this approach allows us to provide quality legal services and respond swiftly and thoroughly to the needs of our clients.

Our team, comprised of seasoned attorneys and government advisors with diverse backgrounds and practice areas, possesses the expertise necessary to help GRU adeptly manage legal and/or legislative obstacles in the following areas and beyond.

The GrayRobinson proposed team organization is set forth on page 4. Additionally, GrayRobinson has nearly 300 attorneys and advisors in virtually every practice area to call upon as needed by GRU.

### **B. Approach to scope of work to provide supplemental legal services.**

---

As set forth herein, GrayRobinson is willing and able to provide legal services in all areas identified in the GRU RFP-2024-020 Scope of Work. Accordingly, this section is not applicable.

## Team Organization



**TEAM LEAD STEPHANIE MARCHMAN**  
GENERAL COUNSEL, GENERAL  
LITIGATION, LABOR AND EMPLOYMENT

---

## TEAM MEMBERS



**TREVOR ARNOLD**  
CONSTRUCTION LITIGATION



**NIKKI BHAVSAR**  
CONSTRUCTION LITIGATION



**TOM CLOUD**  
UTILITIES



**BYRON FLAGG**  
REAL ESTATE/LAND USE



**GUY HAGGARD**  
CONSTRUCTION  
CONTRACTS



**RYAN MATTHEWS**  
GOV'T AFFAIRS AND  
LOBBYING



**JAN MCLEAN**  
ENVIRONMENTAL/LAND USE



**TOM MCTHENIA**  
TRADEMARK, CONTRACTS



**KEITH SMITH**  
UTILITIES



**JOHN TRUITT**  
ENVIRONMENTAL  
REGULATORY



**JENNIFER VANOVER**  
TRADEMARK, CONTRACTS



**NATALIE YELLO**  
CONSTRUCTION  
CONTRACTS

## 2. QUALIFICATIONS

**A. Qualifications: Provide a brief summary of your firm’s history, capabilities, and recent (within last five years) relevant experience, including demonstrated experience with similar projects and services and relevant professional licenses and certifications.**

---

### Firm History

GrayRobinson was founded in Orlando in 1970 as Gray, Harris, Adams & Robinson, P.A. In 1981, the name was changed to Gray, Harris & Robinson, P.A., and in 2003 it was changed to its present name, GrayRobinson, P.A.

The firm expanded its presence into Florida’s Space Coast in January 1990, merging with Kirschenbaum and Peeples, an established Brevard County firm. In January 1996, GrayRobinson joined forces with the Melbourne firm of Nohrr & Nohrr and moved its Brevard County office to Melbourne. Later that year, the firm continued its statewide expansion, establishing an office in Tallahassee to create a permanent presence in the state capital and further expand its government affairs practice.

GrayRobinson moved into the Tampa market in September 2000, merging with Shackelford, Farrior, Stallings & Evans, a firm with nearly a century of history in Tampa. The merger solidified the firm's presence along the "I-4 Corridor" - a magnet for new companies and industry. Further along the I-4 Corridor, GrayRobinson merged with Lane, Trohn, Bertrand & Vreeland, one of the largest firms in Lakeland, in January 2001.

GrayRobinson continued expanding throughout Florida, opening a Key West office in December 2003, a Naples office in August 2004, a Jacksonville office in November 2004, a Fort Lauderdale office in June 2005, a Miami office in October 2007, a Gainesville office in January 2013, a Boca Raton office in April 2013, a Fort Myers office in September 2015, and a West Palm Beach office in January 2018.

Expansion to the firm’s government affairs and lobbying team came in May 2016, when Dean Cannon’s lobbying firm, Capitol Insight, joined GrayRobinson. Effective February 1, 2019, GrayRobinson announced its acquisition of Eris Group in Washington, D.C., extending the firm’s capabilities beyond Florida and expanding its capacity to serve clients with federal lobbying needs. In 2022, Florida lobbying firm Peebles, Smith & Matthews joined the ranks of GrayRobinson to further solidify the firm’s reputation as one of the most influential and successful lobbying firms in Florida.

### Capabilities and Recent Relevant Experience

Set forth below are our qualifications and experience in the services areas requested in *Section 7. Technical Specifications/Scope of Work*. Please see the following response to question “B” for recent relevant experience.

### CONTRACT REVIEW

The GrayRobinson team has executed the drafting, editing, and negotiating of all manner of contracts, agreements, and ordinances. Our attorneys have provided counsel on complicated ordinances, resolutions,

interlocal agreements, and financing documents on major projects throughout the state. In addition, we are familiar with developing utility and customer policies. GrayRobinson attorneys negotiated issues for Power Purchase Agreements in excess of \$350 million for electric utilities advised such utilities on issues related to such Power Purchase Agreements. In addition, GrayRobinson attorneys have negotiated and closed loan transactions in excess of \$150 million for electric utilities with governmental agencies and private lenders. Finally, GrayRobinson has represented electric utilities in various contracts and transactions that involved the siting construction of transmission lines and substations.

Team members **Guy Haggard** and **Natalie Yello** are exceptionally knowledgeable in contracting policies and requirements. In that regard, they have assisted with interpretation, negotiation, preparation, and litigation pertaining to a wide variety of construction contracts, including various interlocal agreements between cities, counties, and governmental agencies, franchise agreements, development agreements, and capital projects.

Team members **Tom McThenia** and **Jennifer Vanover** have experience drafting technology contracts and have done contracts for GRU previously. Specifically, they assisted with negotiating contracts for the implementation and integration of a cloud-based customer information service software and mobile work management software system for GRU's advanced smart metering infrastructure and system upgrade. This project included attendance at many negotiation meetings, with Tom and Jennifer leading the discussions and negotiation in most cases, the review of contracts for the organization being hired to provide the implementations services, as well as a review of the contracts of the third-parties responsible for providing products to be incorporated into the advanced metering infrastructure and system. The GrayRobinson team's involvement included negotiating and revising a master service agreement and related order forms, statements of work, licenses and addenda, including maintenance and support services addenda, professional services addenda, software as a service addendum, software licensing addenda, and equipment addenda, amongst other agreements.

## CLAIMS REVIEW

The GrayRobinson litigation attorneys are experienced at every level of the court system, including all Florida state courts and all federal courts up through and including the United States Supreme Court. At GrayRobinson, we seek innovative solutions for our clients. As part of our client-centered approach, we evaluate all available options to resolve disputes, including negotiation, arbitration, mediation, and other creative yet less obvious solutions. GrayRobinson has built its reputation on the efficient, cost-effective, persistent, and determined representation of its clients.

Team lead **Stephanie Marchman** is an experienced litigator at every level of the court system, including Florida's administrative, state, and federal tribunals. She has represented numerous public entities in litigation, including arbitration and mediation, and understands the unique considerations and legal requirements in doing so. Stephanie and others from the GrayRobinson litigation section, if needed, can aptly and efficiently review claims against GRU and make recommendations for settlement, as well as represent and advise GRU in all litigation, at every level.

## INDUSTRY COMPLIANCE AND STRATEGY DEVELOPMENT

For utility clients, our attorneys and government affairs professionals continuously monitor developing, proposing, promulgating, or administering policies, rules, state and federal regulations, land development codes, and ordinances to determine if any legislative or regulatory changes affect them. In the event there are any legislative or regulatory change that impact utility clients, our attorneys advise clients on whether changes need to be made to corporate bylaws and policies, tariffs filed with the Public Service Commission, and/or contracts with vendors and customers. In addition, our attorneys provide counsel and guidance to assist clients in complying with all legislative and regulatory requirements. In the event our utility clients need to appear before courts or regulatory agencies such as the Public Service Commission, our attorneys represent our utility clients at such hearings. Additionally, we have strong relationships with legislators and various members of Florida's state agencies, and we utilize these relationships to assist in monitoring and reporting all activity relevant to utility clients so that our utility clients are prepared for both legislative and regulatory changes.

## EMPLOYEE RELATIONS

GrayRobinson has extensive labor and employment law experience and routinely advises public clients on issues involving employee discipline, compliance with immigration laws, collective bargaining negotiations, and general compliance with employment laws, such as the employer's obligations with respect to the interactive process under Americans with Disabilities Act, breakrooms for nursing mothers, drug testing, and pay and benefits for employees on military leave. We regularly provide training to supervisors and managers and review and update employer policies to ensure compliance with all labor and employment laws. We have defended clients in labor arbitrations arising under collective bargaining agreements and in litigation claiming violations of various labor and employment laws, including the Age Discrimination and Employment Act, Americans with Disabilities Act, Fair Labor Standards Act, Family and Medical Leave Act, Public Employees Relations Act, Title VII, and Uniformed Services Employment and Reemployment Rights Act.

Team lead **Stephanie Marchman** has nearly 20 years of experience handling labor and employment law matters. While in-house with the City of Gainesville, she was a counselor, litigator, and transactional lawyer in the areas of labor and employment law, employee benefits, constitutional law, Sunshine Law, public records law, and litigation. Her work at the City of Gainesville included providing legal advice on workplace investigations and the administration of discipline to any of the City's 2,000 employees, as well as preparing employment policies, retirement plan ordinances, executive employment agreements, and seven collective bargaining agreements. Since joining the GrayRobinson Gainesville office six years ago, Stephanie represents private and public employers throughout Florida in all aspects of labor and employment law, including providing general labor and employment counsel, engaging in employment and labor agreement negotiations, developing sound employment policies and practices, delivering customized workforce training, conducting workplace investigations, defending employers in labor and employment litigation, and representing parties in non-compete litigation.

## LEGAL SERVICES

### Utilities

The GrayRobinson utilities and local government lawyers have a long history of representing gas and electric utilities, water, wastewater, solid waste, and telecommunications throughout the state of Florida. We have

assisted electric utility clients with power plant, substation, and related facilities permitting and siting issues and have negotiated all manner of agreements associated with the ongoing operation and maintenance of electric utilities and power generation facilities. We have represented clients in numerous transactions for the purchase and sale of entire water and wastewater facilities. In addition, we represent electric utility clients before the Public Service Commission for regulatory matters related to utility tariffs and territorial issues related to other utilities. We have more recently assembled a team to address the needs of the growing number of private power plant developers who must navigate the siting and permitting process in Florida.

GrayRobinson assists and counsels public utilities in the permitting and construction of new facilities as well as the purchase and sale of existing facilities and the associated transfer of permits. We also represent operational utilities in rate cases before the Florida Public Service Commission.

As an expert in city, county, and local government law, team member **Tom Cloud** regularly advises municipal utility clients on a wide variety of transactional and litigation matters within the field. He has handled a variety of complex municipal, county, and special district financial transactions, including the defense of various capital and operational rates, fees, assessments, and charges. Tom has written, presented, and published dozens of articles on a variety of local government topics for various sections of The Florida Bar, Stetson Law Review, and other publications.

Team member **Keith Smith** serves as outside general counsel to numerous businesses, including Withlacoochee River Electric Cooperative Inc., one of the largest rural electric cooperative utilities in the U.S. For real estate transactions, Keith brings deep financial services and transactional experience to his client interactions, having served as a Senior Attorney and Vice President at Citigroup, providing legal support for a variety of transactions in the areas of real estate and shared services. Keith represents clients in a variety of real estate projects, including office buildings, commercial office centers, industrial parks, apartment complexes, and multi-family developments. He is consistently recognized by clients and colleagues alike for his outstanding contributions to the commercial real estate space. A versatile and forward-thinking advisor, he is known for his expertise in economic development, public-private partnerships, and his passion for strategic business expansion in Central Florida.

#### Environmental/Regulatory

Our land use and environmental lawyers offer proven ability and experience in dealing with all aspects of local, state, and federal land use and environmental rules and regulations, including development-of-regional-impact proceedings. The firm is recognized throughout the state for its experience and ability to represent public clients in all manners of land use law, DRI, zoning, comprehensive planning, and environmental proceedings involving new development.

Team members **Ryan Matthews** and **John Truitt** have extensive experience providing insight and legal services for regulatory issues. Prior to joining the private sector, Ryan served as the Secretary of the Florida Department of Environmental Protection (DEP) under the Rick Scott Administration, as well as Deputy Secretary for Regulatory Programs. John served as the longest-tenured Deputy Secretary for Regulatory Programs with the Florida Department of Environmental Protection and currently holds a position on the Environmental Regulation Commission under Governor DeSantis.

Team member **Jan McLean** has represented three of the five water management districts as an assistant general counsel over the course of her career. She represented the Southwest Florida Water Management District in the creation of the Environmental Resource Permitting program, combining the dredge and fill and management and storage of surface waters permitting programs and the statewide rulemaking. Jan was integral to the passage of legislation in 2012 which provided that a wastewater utility controls its product, and it is not subject to regulation until it is discharged to waters of the state, thereby identifying the investment of wastewater utilities.

Team member **Byron Flagg** is experienced in handling administrative hearings involving environmental, land use, property appraiser, and code enforcement issues. Byron previously served in a unique role as a conservation land negotiator for Alachua County's Office of Land Conservation and Management, where he assisted in the administration of Alachua County's taxpayer-funded land acquisition program, Alachua County Forever.

#### Government Affairs and Lobbying/Grant Tracking and Submission

GrayRobinson has provided government affairs services for over 50 years. Team member **Ryan Matthews** has deep experience representing public entities, including the City of Gainesville and GRU, before the legislative and executive branches of Florida's government.

Throughout the last several decades, GrayRobinson professionals have served as counsel to the State of Florida, the Florida House of Representatives, governors, legislators, cities, and counties. Due in large part to our excellent relationships with elected and appointed officials at the local and state levels, we have successfully represented public sector clients before Florida governmental entities on everything from legislative appropriations and procurement to utility projects, economic development, and tax incentives. GrayRobinson professionals are highly involved in Florida's government and political processes, and we understand how state and local government truly work.

Our Government Affairs and Lobbying Team monitors and tracks state and federal funding opportunities for our public sector clients. We can assist GRU in researching grant funding opportunities and work with your team to assess whether GRU is eligible to apply. Our assessment will help determine the viability of any proposal you consider submitting. We are well-equipped to identify agencies or other local government entities competing for specific grants or appropriations and stand ready to assist in aligning support for GRU projects. We are experienced in securing timely approval of grant applications and reviewing documents related to these funding request applications.

#### Litigation/Insurance Litigation and Claims

GrayRobinson has a long history of successfully representing government entities in litigation before county, state, and federal courts at the trial and appellate levels. Experience in these areas requires a proven knowledge of judicial proceedings, rules of evidence, and various legal research methods. GrayRobinson has represented many public utility clients, including the Emerald Coast Utilities Authority, Kissimmee Utility Authority, Orlando Utilities Commission, and the Utilities Commission of New Smyrna Beach.

Team lead Stephanie Marchman and others from the GrayRobinson litigation section, if needed, can aptly and efficiently represent and advise GRU in all litigation, at every level. GrayRobinson litigators have

extensive experience with insurance litigation and may assist with any customer collection litigation and cases arising out of negligent excavation.

#### Public Finance

The GrayRobinson Public Finance Team serves as public financing counsel to a variety of public sector clients, including utilities, water support authorities, cities, counties, government financing pools, hospitals, and other health care facilities, housing authorities, port authorities, school boards, tax-exempt organizations, universities, airport authorities, charter schools, and various special districts. They are involved in both traditional public finance methods, such as revenue and general obligation bonds and revenue and refunding notes, as well as innovative structures, such as public-private partnership gap financing. Additionally, they have served as disclosure counsel, underwriter's counsel, bond counsel, issuer's counsel, borrower's counsel, and trustee's counsel for tax-exempt and taxable financings, serving as counsel on more than \$23.9 billion in public financing in the past decade alone.

#### Telecommunication and Internet Service Provider Services

Our communications lawyers represent both public and private entities on communications contractual and regulatory matters and on policy issues at the state and federal levels, including the Federal Communications Commission (FCC), Congress, Florida Legislature, Florida Department of Revenue, before the Florida Public Service Commission and the Puerto Rico Telecommunications Regulatory Board. We represent numerous local governments in connection with franchise issues with the nation's major cable television companies, including Comcast, Verizon, Time Warner, Adelphia, Bright House Networks, Atlantic Broadband and Charter Communications. We regularly advise and represent local governments regarding public; education; and government access channels; competitive issues; institutional networks; customer service requirements; FCC regulations; and technical issues. In addition, we were very involved in Florida's cable franchising statute adopted in 2007 and have advised hundreds of clients with respect to the state law's requirements.

Our communications lawyers are involved in shaping state and federal laws that impact local governments' regulation and offering of broadband services. We represent local governments and private entities with respect to requests for proposals and the negotiation of agreements to obtain broadband services in their communities, including Wi-Fi services, and we assist them in pursuing revenue opportunities by making broadband services available to their residents. Whether the issues involve DSL, Wi-Fi, VoIP, broadband over power lines or other technologies, we are well-equipped to advise government entities on issues involving competition, compensation, rights-of-way management, consumer protection, public safety, and revenue opportunities.

While we take pride in creating solutions that work for all parties to avoid litigation, occasionally disputes cannot be resolved outside of a court or administrative agency forum. We have litigated disputes in courts throughout Florida and administrative agencies such as the FCC, Florida Public Service Commission and Puerto Rico Telecommunications Regulatory Board. Our litigation experience covers the wide range of disputes that arise in the complex communications industry, including contractual disputes, issues involving competitive practices, regulatory matters, and commercial torts. We also have ample experience in telecommunications arbitrations involving interconnection agreements with the telephone incumbents.

### Software Licensing, Risk, and Cybersecurity

We provide clients with a strategic approach to addressing, structuring, drafting and negotiation of an extensive list of technology business issues and transactions, including:

- Cloud-based service agreements
- Co-development agreements and strategic alliances
- Data collection, storage, and security
- Distribution agreements
- E-commerce Terms of Sale
- EULAs
- Hardware and software acquisitions
- Hosting agreements
- Inbound software transactions
- Manufacturing and supply agreements
- Mergers and Acquisitions
- OEM and VAR relationships
- Open-source software remediation
- Privacy policies
- Product and software licensing
- SaaS agreements
- Software development agreements
- Technology dispute resolution
- Technology outsourcing
- Terms of Use and Terms of Service
- University research and technology transfer
- Venture capital and private equity

Further, understanding issues surrounding cybersecurity and being prepared for data breaches and compliance requirements are essential for any business. The question is not if sensitive corporate data will be compromised, but when. Our team is well-versed in the technology and laws affecting this complicated aspect of cybersecurity and how it impacts everyday business. We collaborate in the areas of intellectual property, labor and employment law, technology, and litigation to provide strategic counseling in ensuring compliance with federal and local laws regarding data protection. We are able to assist clients in protecting against employee or customer data breaches or help understand the responsibilities under the various laws once a breach has occurred, defending against any subsequent litigation.

### **REAL ESTATE**

The GrayRobinson team represents public entities in the development of commercial, residential, and mixed-use projects in all phases of development. We help landowners obtain all forms of local government approvals, ranging from zoning and comprehensive plan amendments, special exceptions, variances and conditional use permits to the negotiation of development agreements, development orders, and annexation agreements. Our experience involves planned unit developments, subdivision plats, annexation agreements, vested rights, impact fees, utility agreements, concurrency, transportation mitigation, road construction agreements, wetlands mitigation and permitting, and many other aspects of land use and real estate development.

In negotiating and documenting agreements for real property sales or acquisition, development, and infrastructure, our attorneys provide a clear course to "make the project happen." We handle all types of commercial real estate transactions, representing developers and landowners in the acquisition, development, sale and leasing of major industrial and commercial projects, industrial parks, office complexes, condominiums, apartments, subdivisions, offices, and other developments. We have extensive experience in shepherding major development projects, bringing to the projects not only our experience as lawyers for the property owner, but also the insights we've gained while serving as lawyers for local governments.

We have extensive experience in negotiating and preparing the precise documents required to effectively complete complex real estate transactions, and with direct computer links to data, we produce prompt and efficient title information and title insurance for clients.

### **FACILITIES AND SECURITY**

To avoid any issues regarding security or trespassing, GrayRobinson can conduct a thorough legal analysis of your property to identify potential vulnerabilities and recommend proactive measures to prevent unauthorized access. In the event of trespassing incidents, our legal team will promptly initiate appropriate trespass notices and take any legal action necessary to protect your rights and interests, whether they arise under a contract or law.

### **PUBLIC RECORDS**

The GrayRobinson team provides regular guidance regarding Florida's Public Records and open meeting law, the Sunshine Law, the public-records act, financial disclosure, and ethics and gifts laws. Stephanie Marchman will provide GRU advice regarding public records. She is well-versed in every aspect of the public records law, having advised public clients on the law for nearly 20 years, being involved in public records litigation on behalf of public clients, advising clients on properly responding to public records requests, drafting public records policies, and routinely providing public officials and employees public training. Stephanie drafted the City of Gainesville's first public records policy while in-house counsel with the City and trained hundreds of City employees on the public records law.

### **GRU AUTHORITY**

GrayRobinson Team Lead Stephanie Marchman will serve as General Counsel to the GRU Authority Board and be available to the Authority as needed and will regularly attend meetings and workshops of the Authority. Other members of the GrayRobinson team will also be available for advice and attend meetings and workshops as needed, including Byron Flagg, who, like Stephanie, is based in the Gainesville office.

### **ADDITIONAL**

GrayRobinson differentiates itself from others in our field through the seamless connection of our legal experience and lobbying capability. As a full-service law and lobbying firm, GrayRobinson has the vision and experience to meet and exceed your expectations and help you implement your long-term goals. We can understand the implications legislation has on our clients in ways most firms may not be well equipped to do. We know what steps to take when our clients prove a fundamental need for a change in Florida law. We know where to find funding for projects. Where it makes sense to do so, we can help our clients overcome legal obstacles through the development and amendment of policy. We serve our local government clients where they find the most value in our representation - *at the intersection of law and politics*.

Additional value-added benefits we provide to our clients include:

- **TRAINING.** GrayRobinson regularly provides our clients with training sessions for in-house counsel, executive leadership, management, and/or employees at no cost. GrayRobinson attorneys frequently offer Continuing Legal Education (CLE) and training programs on topics of interest via live seminars or webinars.

- **LEVERAGING COMMUNITY LEADER FORUMS.** GrayRobinson hosts internal seminars and Community Leader Forums (CLFs) throughout our offices. We bring together clients, attorneys, lobbyists, political leaders, and friends of the firm to hear high-profile business leaders, community leaders, and elected officials discuss issues of importance to business and the State of Florida. We also use these opportunities to introduce our clients to influential lawmakers and political leaders.
- **INSIGHTS AND UPDATES.** GrayRobinson professionals regularly publish and distribute electronic updates and insights on new case decisions, regulatory issues, and changing legislation that is timely and specific to our client's industries, locations, and/or business interests.

## Professional Licenses and Certifications

*Please see the appendix of this proposal for evidence of professional attorney licensing.*

### **B. Do they have municipal utility experience or other large complex organizations with a minimum of 250 million of operations revenues?**

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GrayRobinson has a robust history of providing comprehensive services to entities with substantial operational revenues. Our capability extends to navigating the intricate legal landscape associated with municipal utilities and managing the unique challenges posed by large government organizations. Our attorneys have a track record of success, demonstrating an in-depth understanding of the complexities inherent in high-revenue operations.

Notable experience includes:

- **Tom Cloud** represents or has represented, over 100 cities, counties, or utilities throughout Florida. Recent successes include:
  - Represented a public utility in an electric, water, and sewer rate case to implement rate modifications for the first time in over a decade.
  - Represented a major municipal electric utility in a "true up" of capital charge/impact fees to more than one hundred developers, resulting in a structured settlement and release in exchange for \$2 million in refunds. The refund program was initiated by the utility, resulting in a settlement of a ten-year dispute.
  - Represented three cities in a successful statewide challenge to the Florida Department of Environmental Protection (FDEP) proposed regulatory reduction of 40% of permitted water allocations applicable to municipal water utilities. Filed rule challenges at the Division of Administrative Hearings and participated in the successful settlement of proposed rule involving the withdrawal of proposed reductions of water allocations for three cities.
- **Stephanie Marchman** serves as lead labor counsel to the School Board of Broward County, Florida, the largest school district in the nation, with a nearly \$9 billion budget.
- **Guy Haggard** prepares and negotiates an aerospace economic development agency's contracts for new and existing construction projects throughout Florida.
- **Ryan Matthews** served as Secretary of the Florida Department of Environmental Protection (DEP) under the Rick Scott Administration and oversaw 3,000 employees and a \$1.6 billion budget to protect Florida's natural resources. Success includes:

- Led early efforts to delegate the Clean Water Act Section 404 program to the State of Florida, only the third state in the nation to achieve such delegation.
- Oversaw the air, water, and waste regulatory divisions of the Florida DEP, which issue thousands of permits per year to regulated interests and the business community in Florida.
- Led the coordination and implementation of statewide water policy, including oversight authority of Florida's five water management districts.
- Played a critical role in successfully pursuing recurring funding for Alternative Water Supply projects in Governor Scott's recommended budget.
- Increased funding for water quality monitoring, TMDLs, and springs while serving as Chair of the Central Florida Water Initiative, which focuses on finding long-term solutions to groundwater withdrawals in the Central Florida region.
- **John Truitt** has more than a decade of agency leadership experience with the Florida DEP. Success includes:
  - Negotiated the largest groundwater cleanup consent order in Florida.
  - Coordinated multiple emergency response efforts, including Hurricanes Irma, Michael, Ian, and Nicole, as well as Piney Point response; led coordination with state and federal agencies.
  - Led Florida's assumption of the Section 404 Program of the Clean Water Act, only the third state to assume Section 404 and the first in almost 30 years.
  - Served as the lead negotiator on several multi-million-dollar settlements.
- **Keith Smith** serves as outside general counsel to numerous businesses, including Withlacoochee River Electric Cooperative Inc., one of the largest rural electric cooperative utilities in the U.S. Keith:
  - Advises the Board of Directors on all matters related to corporate governance and operation of electrical utility
  - Updates and create corporate bylaws, corporate and customer policies related to utility operations, and tariffs filed with the Public Service Commission
  - Drafts contracts related to the procurement of goods and services
  - Advises utility on the location and siting of electric substations together with the construction of substations
  - Advises utility on customer disputes
  - Negotiates Power Supply contracts and related contracts in excess of \$350 million and advises utility related to matters concerning such contracts
  - Drafts and negotiates easements for electric facilities related to the transmission and distribution of electricity
  - Drafts pole attachment agreements with cable and internet providers
  - Advises utility on the acquisition of real estate and represent utility in closing such transactions
  - Advises utility on matters related to solar accounts and net metering
  - Reviews and negotiates annual loans with the federal government in excess of \$150 million for the construction of utility infrastructure
  - Prepares and negotiates contribution in aid of construction agreements with developers

- o Advises utility on the implementation of smart meters
- o Supervises litigation related to the utility

**C. Key Personnel: Name, Background, and relevant expertise and experience of the firm members proposed to have primary responsibility for employment and labor services required by GRU.**

Our proposed team to provide full legal service representation to GRU is presented below, led by GrayRobinson Gainesville Shareholder Stephanie Marchman. All proposed team members are in good standing with The Florida Bar (see Appendix), and no judgments or lawsuits have been filed against them in the last five years. GrayRobinson has had a few disputes involving matters that would be entirely irrelevant to GRU’s operational and legal or lobbying needs, and GrayRobinson is contesting each dispute vigorously and expects to prevail on each or, in the worst case, settle on reasonable terms that will not jeopardize the firm's financial viability. The firm is also fully insured with respect to any pending claims. GrayRobinson is proud of its reputation for honest, ethical dealings with its clients. That is our culture, and we will be pleased to bring that culture to the table while representing GRU.

## Key Personnel

	<p><b>STEPHANIE M. MARCHMAN</b> Team Lead, General Counsel   Labor and Employment</p> <p>stephanie.marchman@gray-robinson.com 352.376.6400</p>
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For 11 years, Stephanie was a counselor, litigator, and transactional lawyer for the City of Gainesville in the areas of labor and employment law, employee benefits, constitutional law, ethics, Sunshine Law, and public records law. Her work at the City of Gainesville included providing legal advice on workplace investigations, including police misconduct, and the administration of discipline to any of the City’s 2,000 employees, as well as preparation of employment policies, employee benefits contracts, retirement plan ordinances, executive employment agreements, and seven collective bargaining agreements.

Since joining GrayRobinson, Stephanie continues to represent local governments and public entities throughout the State of Florida in all aspects of labor and employment law, as well as Sunshine Law, public records law, ethics law, and other general public sector matters. She presently serves as general labor and employment counsel for the Alachua County Tax Collector, City of Macclenny, Florida, Hillsborough County Aviation Authority, and School Board of Broward County, Florida, as well as general outside counsel for WellFlorida Council, Inc., a local health planning council for 16 counties in North Central Florida, and CareerSource Pinellas, a workforce development board. She also serves as the Special Magistrate for Lake City, Florida, and previously served as the Interim City Attorney for the City of Vero Beach, Florida.

### Bar Admission

- Florida, October 5, 2004

## Professional Achievement/Recognition

- Best Lawyers in America, 2022-2024
  - Employment Law - Management
  - Labor Law - Management
  - Litigation - Labor and Employment
- Florida Trend, Legal Elite
  - Government / Non-Profit Attorney, 2016
  - Labor and Employment, 2020, 2022
- Florida Super Lawyers
  - Employment and Labor, 2023
- Guide to Greater Gainesville, Fierce Award, 2023

## Civic

- The Florida Bar
  - Board of Governors, Eighth Judicial Circuit Representative, 2017-present
    - Communications Committee
    - Judicial Nominating Commission Screening Chair, Florida First District Court of Appeal
    - Program Evaluation Committee
    - Rules Committee
    - Board Liaison to the Labor and Employment Law Section Executive Council
  - Constitutional Judiciary Committee, 2016-2017
  - Eighth Judicial Circuit Grievance Committee "A," Chair, 2016
  - Federal Court Practice Committee, Chair, 2015-2016
  - Labor and Employment Law Section, 2006-present
  - City, County and Local Government Law Section, 2006-present
- Eighth Judicial Circuit Bar Association
  - President, 2016-2017
  - Board Member, 2013-2018
  - Leadership Roundtable - The Eighth Judicial Circuit's Annual Diversity Conference, Chair, 2014-2018



### TREVOR ARNOLD

Team Member, Construction Litigation

trevor.arnold@gray-robinson.com  
 407.244.5692

Trevor has been practicing construction law and litigation in Florida for 20 years and is board certified by The Florida Bar in construction law. His practice encompasses claims relating to infrastructure or transportation projects, including roadways, rail systems, airports, bridges, and tunnels. He also represents clients regarding disputes over residential projects, including apartments, condominium conversions, oceanfront condominiums, single-family homes, and residential subdivisions. Trevor handles disputes over remediation, mold, sinkholes, hurricane damage, and indoor air quality issues. He has litigated and tried

commercial construction cases such as a hospital, a theme park, an international fiber optic telecommunications network, and a university building. Furthermore, he handles civil works projects involving stormwater, wastewater, and utility systems.

### Bar Admission

- Florida, April 22, 2002

### Professional Achievement/Recognition

- AV Preeminent® rated by *Martindale-Hubbell*
- *Chambers USA*, Construction, 2014-2023
  - Recognized Practitioner, Construction, 2016
- *City & State Florida*, Florida Construction Power 100, 2023
- *Best Lawyers in America*, 2010-2024
  - Appellate Practice
  - Commercial Litigation
  - Construction Law
    - Lawyer of the Year, 2023
  - Litigation - Construction
- Florida *Super Lawyers*, 2013-2023
  - Top 50 Orlando Super Lawyers, 2023
  - Rising Star, 2009-2012
- *Florida Trend*, Legal Elite, 2016, 2019, 2021
- *Orlando Magazine*, Best Lawyers, 2010-2013, 2014, 2019-2021

### Civic

- The Florida Bar
  - Board Certified in Construction Law
  - Business Law Section, Member
  - Real Property Probate and Trust Law, Member
  - Trial Lawyers Section, Member



#### NIKKI BHAVSAR

Team Member, Construction Litigation

nikki.bhavsar@gray-robinson.com  
 407.244.5659

Nikki focuses her practice on litigation, construction, premises liability, and property law. She possesses prior experience in first-party insurance defense matters and has been instrumental in securing successful outcomes in professional malpractice lawsuits, construction payment, and defect disputes. Clients rely on Nikki’s deep understanding of Florida contract concepts, Environmental Site Assessments, and technical evaluations of construction contracts to navigate complex legal issues.

## Bar Admission

- Florida, September 26, 2019

## Civic

- Leadership Orlando, Class 102
- Florida State University
  - Over 600 documented community service hours

	<p><b>THOMAS A. CLOUD, B.C.S.</b> Team Member, Utilities</p> <p>tom.cloud@gray-robinson.com 407.244.5624</p>
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For over 40 years, Tom has been a local and state government, utility, land use, and environmental law attorney. He is one of the preeminent municipal utility attorneys in Florida, having successfully handled a wide variety of both transactional and litigation matters within the field. He has handled a variety of complex municipal, county, and special district financial transactions, including the defense of various capital and operational rates, fees, assessments, and charges.

Tom is board certified by The Florida Bar in City, County, and Local Government Law, and has represented over 100 Florida cities, including six as city attorney. His practice includes negotiating complex contracts, drafting dozens of city and county legislative initiatives and ordinances, creation and defense of municipal rates, fees, assessments, and charges, obtaining state and local government regulatory approvals, and all matters attendant to the acquisition, development, and utilization of both real property and business acquisitions and sales. He has been responsible for the application and approval of over 25 Developments of Regional Impact throughout central Florida, as well as dozens of other complex land use matters. Tom has handled a variety of matters directly involving regional planning councils throughout Florida, including comprehensive plan amendments, DRI reviews, interlocal planning agreements, and agreements between RPCs and local governments. Tom helped create and served as the first general counsel to the Volusia Growth Management Commission, a charter-created intergovernmental entity that reviewed plan amendments within Volusia County.

## Bar Admission

- Florida, April 2, 1980

## Professional Achievement/Recognition

- AV Preeminent® rated by Martindale-Hubbell
- Florida Municipal Attorneys Association Paul S. Buchman Award, 2021
- Florida League of Cities Home Rule Hero Award, 2021
- Chambers USA, Energy and Natural Resources, 2021-2023
- Best Lawyers in America, 2012-2021

## Civic

- The Florida Bar
  - Board Certified in City, County, and Local Government Law
  - Environmental and Land Use Law Section, 1990-present
    - Executive Council, 1981-present
    - Chair, 1987-1988
    - City, County and Local Government Law Section, Member
  - Governmental and Public Policy Advocacy Committee
- Florida Municipal Attorneys Association
  - President, 2015-2016
  - Executive Council, 2010-2017
- Florida League of Cities, Energy, Environment and Natural Resources Legislative Policy Committee

	<p><b>BYRON FLAGG</b>          Team Member, Real Estate   Land Use</p> <p>byron.flagg@gray-robinson.com          352.415.6766</p>
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Byron counsels landowners, business entities, individuals, and local governments on land use, zoning, environmental, regulatory, conservation, and real estate issues. Recently, Byron served in a unique role as conservation land negotiator for Alachua County’s Office of Land Conservation and Management where he assisted in the administration of Alachua County’s taxpayer-funded land acquisition program Alachua County Forever. For more than 15 years, Byron has advocated for his clients in all types of forums. He previously served as an assistant general counsel for the St. Johns River Water Management District handling Environmental Resource Permit matters, and as a felony assistant state attorney in the Eighth Judicial Circuit handling numerous jury trials. He has litigated criminal and civil jury trials, as well as a range of administrative hearings involving environmental, land use, property appraiser, and code enforcement issues.

## Bar Admission

- Florida, September 19, 2005

## Professional Achievement/Recognition

- Bill Sadowski Memorial Public Service Award, The Florida Bar Environmental and Land Use Law Section, 2022
- Florida Trend *Legal Elite*, 2017-present

## Civic

- Eighth Judicial Circuit Bar Association
- The Florida Bar
  - Administrative Law Section
  - City, County, and Local Government Law Section

- o Environmental and Land Use Law Section, Executive Council Member
- o Real Estate, Probate and Trust Law Section

	<p><b>GUY HAGGARD</b> Team Member   Construction Contracts</p> <p>guy.haggard@gray-robinson.com 407.244.5605</p>
---	--

Guy has more than thirty years of experience serving as outside general counsel for leading companies across Florida. He is board certified by The Florida Bar in aviation law and has deep experience in all types of complex construction, commercial, real estate development, and corporate transactions. His work experience includes airports and aircraft, space launch facilities, cruise ships, hotels, arenas, convention centers, condominiums, underground utilities, public school buildings, college buildings, large water transmission pipelines, amusement and theme park rides and facilities, wastewater treatment plants, water treatment plants, hospitals, roads, golf courses, storm water designs, well fields, churches, and shopping malls.

**Bar Admission**

- Florida, October 28, 1983

**Professional Achievement/Recognition**

- AV Preeminent® rated by Martindale-Hubbell
- *Florida Trend*, Legal Elite, 2007

**Civic**

- The Florida Bar
  - o Board Certified in Aviation Law, 2015
- Orange County Bar Association

	<p><b>RYAN MATTHEWS</b> Team Member, Government Affairs and Lobbying   Environmental</p> <p>ryan.matthews@gray-robinson.com 850.577.5466</p>
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With an in-depth knowledge of the function and operation of local governments, transportation authorities, municipal utilities, and Florida’s regulatory and permitting processes, Ryan concentrates his practice on transportation, environmental, and local government issues. He has served as a Florida lobbyist and lawyer for 13 years and is a recognized authority on policy concerning Florida development and infrastructure with a focus on natural resources.

Prior to joining the private sector, Ryan served as the Secretary of the Florida Department of Environmental Protection (DEP) under the Rick Scott Administration, where he oversaw 3,000 employees and a \$1.6 billion budget to protect Florida’s natural resources. While at DEP, Ryan led the beginning effort to delegate the Clean Water Act Section 404 program to the State of Florida, only the third state in the nation to achieve such delegation. During his time at DEP, Ryan also served as Deputy Secretary for Regulatory Programs, where he oversaw the air, water, and waste regulatory divisions, which issue thousands of permits per year to regulated interests and the business community in Florida.

Cementing his experience with municipal issues, Ryan also served in the general counsel and legislative affairs offices of the Florida League of Cities and currently serves as a lobbyist for the Florida Association of Counties, Florida League of Cities, and numerous individual local governments and governmental entities.

### Bar Admission

- Florida, January 22, 2015

### Professional Achievement/Recognition

- N/A

### Civic

- Central Florida Water Initiative (CFWI), Former Chairman, Florida
- Florida State Park Foundation, Board Member



### JAN MCLEAN

Team Member, Land Use | Environment | Utilities

jan.mclean@gray-robinson.com  
813.273.5034

Jan has in-depth knowledge of Florida water law and concentrates her practice on the planning, management, and regulation of the state’s waters, including related environmental issues. Prior to joining GrayRobinson, Jan represented the City of Tampa as a Senior Assistant City Attorney, where she provided counsel and departmental support to three administrations and multiple City Councils on water, stormwater, non-ad valorem assessments, wastewater, reclaimed water, solid waste, and environmental programs, including state legislation and rulemaking. Jan has experience with three out of the four water management districts, primarily in roles related to general counsel or general counsel staff. She represented the City before and as a participant in numerous statewide and regional task forces and workgroups, as well as before legislative committees. Jan served as practice group manager for the Government and Utilities group, where she managed attorneys practicing in all areas of departmental support, including purchasing, contract administration, public records, and the many other departments of the City.

### Bar Admission

- Florida, April 29, 1991

## Professional Achievement/Recognition

- City of Tampa Josephine Howard Stafford Memorial Award, 2019
- City of Tampa City Council Commendations, 2013, 2019
- Florida League of Cities Home Rule Hero Award, 2012, 2013

## Civic

- Florida League of Cities, Utilities, Natural Resources and Public Works Legislative Policy Committee, 2009-2021

	<p><b>TOM MCTHENIA</b> Team Member, Contracts, Trademark</p> <p>tom.mcthenia@gray-robinson.com 407.244.5610</p>
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Tom practices across intellectual property (IP), technology, licensing, commercial transactions, and cyber law. Having divided his career between private law practice and roles as in-house counsel for two global organizations, Tom has enjoyed representing a wide array of clients, including multinational corporations, consumer products companies, nonprofit and religious organizations, hospital and healthcare systems, universities, start-up and emerging-growth companies, technology and internet companies and individual entrepreneurs.

Tom works regularly on IP and technology components of commercial and corporate transactions in joint development and joint ventures, strategic alliances, due diligence, mergers and acquisitions, corporate formations and financing, and licensing and commercialization. Tom headed the IP efforts for the global acquisition of beverage brands for a client, directed the IP and technology divestiture of a client's internet business unit that researched and developed global internet marketing techniques and strategies and, recently worked on the sale of controlling interest in a client's pharmacy benefits management business. Tom also represents clients in entertainment matters involving the creation, licensing and distribution of educational, entertainment, media and internet assets.

	<p><b>KEITH SMITH</b> Team Member, Utilities</p> <p>keith.smith@gray-robinson.com 863.284.2212</p>
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Keith acts as outside general counsel to multiple businesses, including Withlacoochee River Electric Cooperative Inc., one of the largest rural electric cooperative utilities in the nation. As a part of Keith's utility practice, he has represented rural electric cooperatives on a variety of legal issues, including power

purchase agreements, renewable energy programs, and the private and public financing of utility infrastructure. For Withlacoochee River Electric Cooperative, Keith has reviewed and negotiated agreements for their internal solar power program, as well as power purchase agreements regarding the purchase of electric and renewable solar energy from generation utilities. In addition, Keith provided regulatory and legal support for Withlacoochee's customers on Withlacoochee's solar energy net metering program.

**Utility Representation**

- Advise Board of Directors on all matters related to corporate governance and operation of electrical utility
- Update and create corporate bylaws, corporate and customer policies related to utility operations, and tariffs filed with the Public Service Commission
- Draft contracts related to the procurement of goods and services
- Advise utility on the location and siting of electric substations together with the construction of substations
- Advise utility on customer disputes
- Negotiate Power Supply contracts in excess of \$350 million and advise utility related to matters concerning such contracts
- Draft and negotiate easements for electric facilities related to the transmission and distribution of electricity
- Draft pole attachment agreements with cable and internet providers
- Advise utility on acquisition of real estate and represent utility in closing such transactions
- Advise utility on matters related to solar accounts and net metering
- Review and negotiate annual loans with federal government in excess of \$150 million for the construction of utility infrastructure
- Prepare and negotiate contribution in aid of construction agreement with developers
- Advise utility on implementation of smart meters

**Bar Admission**

- Florida, December 17, 2002

**Professional Achievement/Recognition**

- Best Industrial Project, NAIOP, 2022

**Civic**

- The Florida Bar
  - Asset Preservation Committee, Member
  - Real Property, Probate and Trust Law Section, Member
  - Business Law Section, Member
- Electric Cooperative Bar Association



**JOHN TRUITT**

Team Member, Environmental Regulatory

john.truitt@gray-robinson.com  
850.577.5495

John works with clients to address today’s changing landscape of environmental regulatory challenges and compliance demands facing the public and private sectors. A Florida native with more than a decade of agency leadership experience, his unique skill set offers clients in-the-trenches insights and a cognoscente understanding of how emerging legal and policy issues affect successful commercial operations and market competitiveness. During his time serving as the longest-tenured Deputy Secretary for Regulatory Programs with the Florida Department of Environmental Protection, John oversaw the implementation of environmental regulations and policy through four agency divisions, six district offices, the Office of Emergency Response, and the Florida Geological Survey. He was responsible for more than 1,000 employees and a budget of nearly \$500 million.

**Bar Admission**

- Florida, September 27, 2010



**JENNIFER VANOVER**

Team Member, Contracts, Trademark

jennifer.vanover@gray-robinson.com  
352.376.6400

Jennifer is a registered patent attorney. She regularly assists clients with the selection, procurement, protection, enforcement, and licensing of their intellectual property rights and confidential and proprietary information. She has extensive experience prosecuting state and federal trademark applications and has assisted GRU with software contracts and negotiation. Her trademark and patent services include conducting availability searches, preparing registration and infringement opinions, responding to office actions for trademark and patent applications, and assisting in managing trademark and patent portfolios. Jennifer routinely assists clients in enforcing their intellectual property rights by preparing cease and desist letters, DMCA, and other take-down notices.

**Bar Admission**

- Florida, September 22, 2016

**Professional Achievement/Recognition**

- N/A

**Civic**

- Jacksonville Bar Association
  - Young Lawyers Division



**NATALIE YELLO**

Team Member, Construction Contracts

natalie.yello@gray-robinson.com  
 407.843.8880

Natalie focuses her practice on construction and litigation matters, regularly representing commercial and residential property owners as well as design professionals, contractors, and subcontractors. She has experience drafting complex construction contracts, defending tort and professional malpractice claims, assessing mechanics liens, and litigating construction defect claims.

**Bar Admission**

- Florida, September 22, 2017

**Professional Achievement/Recognition**

- Florida *Super Lawyers*, Rising Star, Construction Litigation, 2022-2023

**Civic**

- The Florida Bar
  - Real Property Probate and Trust Law Section
    - Construction Law Committee
      - Co-Chair, Litigation Subcommittee
- Guardian Ad Litem, Sixth Judicial Circuit, 2014-2016

**References**

**D. References: List at least three references for whom comparable services were provided within the last five years. Include the name of the client, name for the contact, telephone number of the contact, email address of the contact, brief description of the services provided and your firm’s role, and the start and completion date(s) for the services. Provide at least one client where you had to address a conflict of interest issue.**

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**CITY OF GAINESVILLE**

**Contact:** Thomas Harrington

**Phone:** 352.215.6844

**Email:** [HarringtonTJ@cityofgainesville.org](mailto:HarringtonTJ@cityofgainesville.org)

**Services provided:** Ryan Matthews provides government affairs and lobbying services to the City.

**Start/end date:** January 2008 – present

## CAREERSOURCE PINELLAS

**Contact:** Steve Meier, CEO

**Phone:** 727.608.1709

**Email:** [smeier@careersourcepinellas.com](mailto:smeier@careersourcepinellas.com)

**Services provided:** Stephanie Marchman serves as CareerSource Pinellas' general counsel. As counsel, we have navigated them through challenges at the federal and state level. CareerSource Pinellas is attempting to recover \$1.8 million in disallowed costs (funds it had to pay back to the federal government) from its insurance carrier. GrayRobinson was not able to handle the litigation against the carrier because we had a conflict. Stephanie referred CareerSource Pinellas to Messer Caparello, who is handling the litigation on CareerSource Pinellas' behalf.

**Start/end date:** November 2019 – present

## WITHLACOCHEE RIVER ELECTRIC COOPERATIVE, INC.

**Contact:** Ronnie Deese, CFO

**Phone:** 352-437-2657

**Email:** [rdeese@wrec.net](mailto:rdeese@wrec.net)

**Services provided:** General Counsel services that include, but are not limited to, corporate governance, changes to corporate policies and tariffs, utility operations, regulatory compliance, interactions with customers, loans with the federal government and private lenders, real estate, including the acquisition of property and utility easements, supervision of litigation, drafting, reviewing and negotiations various contracts and transactions related to utility operations including power suppliers and vendors, matters related to solar generation and accounts, pole attachments, and substation siting and construction.

**Start/end date:** 2007 - present

### 3. AVAILABILITY

#### **A. Availability of the Firm to attend meetings in person and virtually as business requires.**

GrayRobinson commits to attending all meetings as requested by the GRU. Team Lead Stephanie Marchman will be on call and available for meetings, consultation, advice, and other services as needed or wanted by leadership and staff. If Stephanie is unavailable to attend a particular meeting, an alternate team member will attend in her place.

#### **B. Response time to urgent/timely issues like trespass, cease working on property issues, etc.**

The GRU Team understands the critical nature of addressing time-sensitive matters. Our standard response time to urgent issues is within one hour during regular business hours. Outside of regular business hours, our dedicated team will be available via cell phone and respond as soon as possible. Our goal is to consistently exceed expectations in addressing urgent matters and maintaining a high level of responsiveness.

**4. PRICE**

**A. Price for scope of work if your Firm provides full legal representation of GRU**

We propose Option 2: hourly cost by title for supplemental legal services based on the Scope of Work.

If GRU is interested in ongoing legislative consulting or lobbying throughout the duration of the contract, we propose a separate annual lump sum of \$60,000 for those services.

**RFP-2024-020  
 GENERAL LEGAL REPRESENTATION**

**OPTION 1-Lump sum annual cost for full legal service coverage based on Scope of Work**

LUMP SUM ANNUAL COST
COST
\$

**OPTION 2- Hourly cost by title for supplemental legal services based on Scope of Work**

SUPPLEMENTAL SERVICES HOURLY COST	
TITLE	HOURLY COST
1) Shareholder	\$ 325
2) Of Counsel	\$ 300
3) Associate	\$225
4) Paralegal	\$ 125
5)	\$
6)	\$
7)	\$
8)	\$
9)	\$
10)	\$

**B. Price for scope of work if you provide supplemental legal services to GRU**

N/A – see above.

## APPENDIX: FLORIDA PROOF OF LICENSURE

### Stephanie Marusak Marchman

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 854301

Mail Address: Gray Robinson, P.A.  
643 SW 4th Ave Ste 110  
Gainesville, FL 32601-7139  
Office: 352-283-1522  
Fax: 352-376-6484



### Trevor Boehme Arnold

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 545902

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301 E Pine St Ste 1400  
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Fax: 407-244-5690

### Nikki Kamlesh Bhavsar

Member in Good Standing

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Bar Number: 1018481

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## Thomas Alexander Cloud

Member in Good Standing

Eligible to Practice Law in Florida

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Orlando, FL 32802-3068  
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## Byron David Flagg

Member in Good Standing

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Bar Number: 14311

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Gainesville, FL 32601-7139  
Office: 352-376-6400



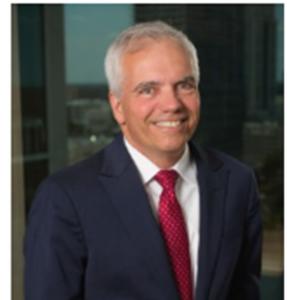
## Guy Stephen Haggard

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 372005

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Orlando, FL 32802-3068  
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## Ryan Edward Matthews

Member in Good Standing

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Tallahassee, FL 32301-1724  
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## Janice Murray McLean "Jan McLean"

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 882471

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Fax: 813-273-5145



## Thomas Cooney McThenia Jr.

Member in Good Standing

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## Keith Charles Smith

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## John Joseph Truitt

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Tallahassee, FL 32301-1724  
Office: 850-577-5495

## Jennifer Eileen Vanover

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50 N Laura St Ste 1100  
Jacksonville, FL 32202-3611  
Office: 904-598-9929  
Fax: 904-598-9109



# Natalie Marian Yello

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number: 1002900

 Natalie Marian  
Yello

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Orlando, FL 32801-2741  
Office: 407-843-8880

**RFP-2024-020**  
**GENERAL LEGAL REPRESENTATION**

**OPTION 1-Lump sum annual cost for full legal service coverage based on Scope of Work**

LUMP SUM ANNUAL COST
COST
\$

**OPTION 2- Hourly cost by title for supplemental legal services based on Scope of Work**

SUPPLEMENTAL SERVICES HOURLY COST	
TITLE	HOURLY COST
1) Shareholder	\$ 325
2) Of Counsel	\$ 300
3) Associate	\$225
4) Paralegal	\$ 125
5)	\$
6)	\$
7)	\$
8)	\$
9)	\$
10)	\$



**CITY OF GAINESVILLE  
OFFICE OF THE CITY ATTORNEY**

200 East University Avenue, Suite 425  
Gainesville, Florida 32601  
(352) 334-5011 • (352) 334-2229 Fax

*Mail:* Post Office Box 490, Station 46  
Gainesville, Florida 32627

**Daniel M. Nee** ♦  
City Attorney

Bianca Y. Lherisson  
Lee C. Libby  
Michele Martin  
Sean M. McDermott ♦  
Katherine L. Mockler  
David C. Schwartz  
Dan Weisman

TO:	Anthony Cunningham, CEO/GM
FROM:	Daniel M. Nee, City Attorney <i>DMN</i>
DATE:	March 4, 2024
SUBJECT	Representation of the City’s utility system (GRU) by the City Attorney; Impermissible scope of services in GRUA agenda item “2024-188 Legal Services Selection (B)”

On Friday, March 1, 2024, I received a copy of the agenda for the upcoming March 6, 2024 GRU Authority meeting, along with the backup to the agenda items. The agenda includes an item entitled “2024-188 Legal Services Selection (B).” Attached to the agenda, as backup to the item, is a copy of a slide presentation detailing “RFP Process Overview and Legal Services RFP;” “General Solicitation Document, RFP-2024-020, General Legal Representation;” “Addendum No. 1, 2024-020 General Legal Representation;” “RFP 2024-020 – General Legal Representation Evaluation Matrix;” and bid submittals from four law firms. The RFP and Addendum specify a wide-ranging scope of services wherein the utility system is seeking to employ comprehensive “legal representation” including developing and approving contracts, representation in court cases, representation in regulatory matters, and other attorney-client services. As we have discussed with specificity on numerous occasions, this scope of services is inconsistent with the City Charter, beyond the powers of the utility system management and the GRU Authority, and illegal. Please remove the item from consideration.

The City Charter of the City of Gainesville was adopted by the Florida Legislature as Chapter 12760, Laws of Florida, 1927, and was most recently amended by Chapter 2023-348, Laws of Florida, 2023, (formerly known as HB1645). Chapter 2023-348 amended the City Charter to add Article VII creating the GRU Authority and to repeal section 3.06 of Article III deleting the General Manager for Utilities charter office position, but did not amend any portions of the Charter related to legal counsel to the City or any of its departments or “units.” The City Charter sets forth the City of Gainesville as created by the Florida Legislature, including the City Commission, the Charter Officers (including the City Attorney) and the GRU Authority. Charter 3.03 remains unaltered, and states,

**3.03. - City attorney.**

**The city attorney must be admitted to the practice of law in the state, and shall be the legal advisor to and attorney for the city. The city attorney shall serve at the will of the commission. The city attorney shall prosecute and defend all suits, complaints, and controversies for and on behalf of the city, unless otherwise directed by the commission, and shall review all contracts, bonds and other instruments in writing in which the city is to be a party, and shall endorse on each approval as to form and legality.**

♦Board Certified City, County & Local Government Law

Even after the enactment of Chapter 2023-348, the utility system remains a part of the City. The Governor-appointed board, designated the “Authority,” is not a separate entity from the City. The City’s utility system, named GRU, is not a separate entity from the City. Charter 7.01 indicates that, “The Authority shall operate as a unit of city government...” Further, Charter 7.10(1) states that, “... the utility system shall continue to be operated as a single enterprise and there shall be no change to the ownership of the utility system.” Consistently, as to all real or personal property to be acquired for utility system purposes, Charter 7.03(1)(c) and (d) requires that, “... title to all such property is vested in the City.” Notably, under Charter 7.03(1)(e), the chief executive officer/general manager (CEO/GM) and chief financial officer of the utility system remain specifically designated as “agents of the City.” The members of the GRU Authority are even required to be sworn into office by the Mayor of the City under section 7.07(2). The City’s utility system is simply a department or collection of departments of the City, and GRU is simply the fictitious name by which the City’s utility system is referred. The City’s utility system is not a separate entity or body politic with the independent right to sue or be sued. As to all of the City departments, the City Attorney is the “legal advisor and attorney” with all of the duties and responsibilities set forth in Charter 3.03. The Gainesville Regional Utility Authority is specifically designated as a “unit of city government,” and, therefore, is not empowered to retain an attorney to perform any function that conflicts with the lawful duties and responsibilities of the City Attorney as codified in section 3.03 of the City Charter.

The duty of the City Attorney under the City Charter is to serve the legal needs of the entire City government, including the utility system. To that end, we have a full-service in-house team currently consisting of eight attorneys that work at the direction and under the supervision of the City Attorney. Three attorneys (including the City Attorney) have achieved Florida Bar Board Certification in City, County and Local Government Law, and two actively maintain the designation. As such, we are recognized as “Specialists” or “Experts” in this area of law. Another attorney is pursuing certification, and should sit for the exam this year. Specifically, attorney Bianca Lherisson has extensive utility-specific experience, and is devoted completely to representation of the utility system. However, the office also dedicates extensive resources to the utility system through the other attorneys, including matters related to labor and employment, finance and debt issuance, real estate, ordinance drafting, regulatory counsel, and litigation. In certain instances, outside counsel is retained through the City Attorney’s Office for specialized areas of law, including water and wastewater permitting, environmental regulations, bond and disclosure counsel, intellectual property, and complex litigation. To the extent that this work falls under the categories of “prosecute and defend all suits, complaints, and controversies,” and “review all contracts, bonds and other instruments ... as to form and legality,” these services shall only be provided to GRU by the City Attorney under the City Charter – by law.

It is also important to understand the professional obligations that govern our conduct as attorneys licensed by the Florida Bar. In particular, attorneys are each personally responsible for observing the Rules of Professional Conduct, and may be disciplined for failure to do so. The Rules of Professional Conduct require that, as advisor, we must exercise independent professional judgment and render candid advice to our Clients and, as advocate, we cannot bring or defend a proceeding, or assert or controvert an issue therein, on behalf of our Clients, unless in our opinion there is a basis in law and fact for doing so. These professional obligations require occasionally difficult, but necessary, conversations that, in the long run, best serve the organization as a whole. Despite routine comments from residents and even board members, the City of Gainesville remains one organization as a whole. It is unfortunate that some critics, internal and external to the organization, find there to be conflict in this arrangement. However, it is not a “legal conflict,” and policy and priority disagreements among different departments of the same organization are nothing new. While liability for revenue bonds may only attach to pledged revenue streams from the City’s proprietary utility systems enterprise, liability from operations of the utility system known as GRU will attach to the City of Gainesville. If supervisory actions over GRU employees

implicate federal employment laws or operational decisions incur litigation of civil rights protections, the damages will inure to the City as a whole, and not just the utility system. When negligent actions of GRU employees result in tort lawsuits from vehicle accidents, premises liabilities, or service malfunctions, the City will be responsible for any adverse judgments. The City of Gainesville, including the utility system known as GRU, is entitled to the independent professional and legal judgment provided by the City Attorney's Office, and the City Attorney's Office has a duty to provide professional legal representation as to all contracts and instruments, cases and controversies. Why? Because the law – the City Charter – requires it. The Florida Legislature designed the City such that the City Attorney shall provide these services.

As to the Rules Regulating the Florida Bar, I am also concerned that respondent law firms and attorneys may not have reviewed the City Charter prior to submitting bids. It would be incumbent upon any member of the Florida Bar to carefully consider the legality of the scope of representation that the ill-advised RFP has solicited. Rule 4-1.2(c) addresses the scope of representation, and recognizes that the scope may be prohibited by law or rule. Rule 4-1.13 addresses representation of an organization as a client, and the comments to the rule specifically note that, "duties of lawyers employed by the government or lawyers in military service may be defined by statutes and regulation. Defining precisely the identity of the client and prescribing the resulting obligations of such lawyers may be more difficult in the government context and is a matter beyond the scope of these rules." The heart of the problem lies in that the stated scope of representation set out in the RFP would allow for the GRU Authority, whose power is restricted to the City's proprietary utility system, to seek and acquire legal approval of contracts and debt issuances, and attorney representation in lawsuits that would have impermissibly binding effects on the entirety of the City as a municipal corporation. That would be a true legal conflict.

As we previously discussed, the Charter may not preclude all opportunities for the Authority to receive generalized counsel or strategy input from consultants with legal backgrounds. The Authority has a managerial prerogative to determine if there is a need for additional viewpoints. This consideration led the Authority to retain a local law firm for contracted "legal services" earlier this year. Significantly, that contract specifically delineated the scope of services so that it would not infringe upon the lawful duties of the City Attorney, and the contracted firm was not designated as an "attorney" or "lawyer" for the City of Gainesville, GRU, the GRU Authority, or any other part of the City. They were addressed as a "contractor." The scope of the subject RFP, however, did not hew to the same limitations.

Accordingly, for all of the reasons set forth above, and consistent with our previous conversations and correspondence, please withdraw the RFP "Legal Services Selection" item. The City Attorney's Office remains committed to providing professional representation to GRU and the GRU Authority consistent with the mandate of the City Charter. As always, I am available at your convenience for further discussion.

cc: Brett Goodman, Chief Operating Officer  
Claudia Rasnick, Chief Financial Officer for Utilities  
Bianca Lherisson, Assistant City Attorney II

**File Number: 2024-190**

**Agenda Date:** March 27, 2024

**Department:** Gainesville Regional Utilities

**Title: 2024-190 Main St. Water Reclamation Facility Capacity and Renewal Upgrade – Phase 1 (B)**

**Department:** GRU/Water WasteWater

**Description:** This item is providing an update on with the construction of Phase 1 scope of work. The Main Street Water Reclamation Facility (MSWRF) started treating wastewater in the 1920's. This facility has seen upgrades and expansions over its 100 years of service. The last major plant upgrade was in the early 1990s and the plant is due for significant upgrades.

The Main Street WRF Capacity and Renewal Project will replace and upgrade assets at the facility to improve wastewater treatment quality and expand the facility's capacity to meet current and future wastewater flows. The improvements to the plant will bring the facility from a 7.5 MGD (Million Gallons per Day) capacity to 10 MGD. The daily flow rate to the Main Street facility for the past 5 years has averaged 6.5 MGD with peak flows exceeding 20 MGD. Regulatory and operational requirements will require capacity increases by 2032. The improvements at Main Street Water Reclamation Facility will increase treatment capacity, prepare GRU to meet upcoming regulatory conditions, proactively address aging infrastructure, and lower operation and maintenance costs.

The project will be constructed in two phases:

- Phase 1 of the project will replace critical gravity sewer piping from downtown Gainesville that surcharges during extreme weather conditions , install a new master lift station, headworks screening and grit removal facilities, odor control facilities, security improvements, and necessary electrical and stand-by power facilities. The original headworks structure was built in 1990 and the equipment installed is no longer best industry practice and has reached the end of its useful life. Construction of this phase will begin in April 2024.
- Phase 2 of the project will replace the 1967 East Treatment Train with the latest Membrane Bioreactor (MBR) technology which will improve water quality and reduce nitrogen and phosphorus being discharged to Sweetwater Branch and Alachua Sink, via Sweetwater Wetlands Park. This phase will include additional screening facilities, MBR treatment basin, associated blower and pumping equipment, improvements to the

existing clarification and disinfection systems, and necessary electrical and stand-by power facilities. Construction of this phase is planned in the 10-year capital improvement plan starting in 2026 to meet the capacity requirements by 2032. GRU Staff will request approval for this additional phase of the project in the future.

**Fiscal Note:** The funds for the Phase 1 portion of the project are included in the FY24-FY26 Water/Wastewater capital budget and is partially funded by \$22.5M FDEP Wastewater Grant Program.

**Recommendation/Next Steps:** Continue work on Phase 1 construction of Main Street Water Reclamation Facility Capacity and Renewal Upgrade Project at a cost \$50 million. Return to GRU Authority if contract previously approved increases by more than 10% per Procurement Policy. Return to GRU Authority for Phase 2.

# Main Street WRF Capacity and Renewal Upgrade

March 6, 2024



# Background: Project Drivers

- Capacity
- Aging Infrastructure
- Water Quality Regulations
- Operations & Maintenance
- Reliability/Redundancy



Main Street Water Reclamation Facility

# Actions Taken/Approvals

Presentation	Action Item	Action Taken
April 2019	Information item; introduction to design-build process	No action required
October 2019	Design-builder RSFQ approval	Approved ranking of design-build firms; initiated contract negotiations with firm to execute a contract not to exceed \$50 million
September 2023	Project update	Approved executing Phase 1: \$22.5 million grant agreement
March 2024	GRUA Phase 1 Construction Update	No action required

# Background: Risks

- **Regulatory**
  - **Capacity - Wastewater Expansion Criteria - *FAC 62-600.405***
    - **2024 Renewal Submittal- Oct. 17, 2024**
  - **Compliance Violations**
    - **Overflows at plant and/or in collection system (up to \$15K per day) - *FDEP Consent Order OGC No. 19-1267***
    - **Water quality violations due to screen by-passing and fouled aerators (up to \$10k/day) - *Section 403.121(3)(b), FS***
    - **Reduced treatment capacity, wet weather exposure**
- **Maintenance Costs**
  - **Continued Equipment Repair and Replacement costs (est. \$200k/year)**
  - **Cost of failures/loss of treatment capacity**
- **Grant Funding**
  - **\$22.5M (50% match, completion by June 2026)**

# Funding

**Phases 1 included in FY25 budget request, 10-year capital improvement plan and debt reduction plan**

**Phase 2: Proceed with design; submit for grant funding; return to GRUA for approval**

	Description	GRU Share	Grant Funding	Est. Total Cost
Phase 1	Influent piping; master lift station; headworks; odor control	\$27.5 million	\$22.5 million	\$50 million
Phase 2 (conceptual)	Fine screening; biological treatment; clarification/disinfections; additional site improvements	TBD	TBD	\$110 million
Total Investment		TBD	\$22.5 million + TBD	\$160 million

# Phase 1 Scope

- 36"- 42" influent piping & manholes
- Master Lift Station (8 pumps; 24 MGD)
- Headworks (screens, grit)
- Electrical system & generator
- Odor control
- Security building



# Phase 1: Cost Breakdown

Phase 1				
Description	Status	GRU Share	Grant Funding	Est. Total Cost
Planning & design phase	Complete	\$6 million	N/A	\$6 million
Construction GMP	Design-build construction management; five subcontractors	\$19 million	\$20 million	\$39 million
Owner-direct equipment	Manholes/gates; master lift station pumps; screening/grit; removal equipment; electrical equipment and generator; odor control	\$2.5 million	\$2.5 million	\$5 million
<b>Total</b>		<b>\$27.5 million</b>	<b>\$22.5 million</b>	<b>\$50 million</b>

- **Continue Phase 1 construction of Main Street Water Reclamation Facility Capacity and Renewal Upgrade Project at a cost of \$50 million.**
- **Return to GRU Authority if previously approved Phase 1 contract increases by more than 10%, per Procurement Policy.**
- **Return to GRU Authority for Phase 2.**



**INTEROFFICE COMMUNICATION**  
Legislative File # (to be entered by GM's Office)

Department: Water/Wastewater Engineering

Date Submitted: March 29, 2019

Submitted by: Tony Cunningham

Presenter: Tony Cunningham

Agenda Date:

UAB Date 4/11/2019 On Consent \_\_\_\_\_ or Regular X ?

CCom Date 4/18/2019 On Consent \_\_\_\_\_ Regular X Special Recognition \_\_\_\_\_?

General Policy Committee Date \_\_\_\_\_

## **INTEROFFICE COMMUNICATION**

Legislative File # (to be entered by GM's Office)

### **Title: Main Street Water Reclamation Facility Improvements Program**

#### **Explanation**

The Main Street Water Reclamation Facility started treating wastewater in the 1920's. This facility has seen upgrades and expansions in over its 100 years of service. The last major plant upgrade was in the early 1990s and the plant is in need of significant upgrades over the next 6-10 years.

The proposed Main Street WRF Improvements Program will replace and upgrade assets at the facility to continue the necessary wastewater treatment and expand the facility's capacity to meet current and future wastewater flows. The improvements to the plant are anticipated to bring the facility from a 7.5 MGD capacity to 10-12 MGD.

Most of the treatment processes at the facility will see equipment and capacity upgrades including:

- **Headworks** – Replace with new structure including, improved screening, grit removal, and flow management.
- **Aeration/Biological Processes** – Replace the east aeration process with new technology, upgrade existing technology in center and west aeration basins to achieve better treatment including increase phosphorus removal.
- **Clarifiers** – The east clarifier is currently being replaced due to its condition. The Center and west clarifiers will require similar rehabilitations in the next 5-8 years to meet capacity requirements.
- **Filters** – Change the existing antiquated filter technology with advanced filtration that will more comfortably meet current and future regulations.
- **Disinfection** – Evaluate and implement disinfection scheme that allows capacity to meet 12 MGD annual average.
- **Electrical Primary/Secondary** – This includes redundant primary circuits, adding primary circuit automatic transfer capability, as well as adding whole-plant stand-by power that will power the facility in the event of an energy transmission issue. The secondary power within the plant will also be upgraded. This will improve the reliability of the Main Street facility match that of the Murphree Water Treatment Plant.

This project will utilize a Progressive Design-Build project delivery method. Design-Build allows GRU to have a single contract with both the designer and the builder and will accelerate the schedule of the improvements to minimize the risk of failure before improvements are completed. GRU Water and Wastewater Systems has crafted a Request for Qualifications for Design-Builders to select the best qualified team to handle this monumental improvement to our oldest wastewater treatment facility. The statement of qualifications are anticipated to be received in June and a follow up presentation will be scheduled to review and approve contract negotiations with the selected Design-Builder.

#### **Fiscal Note**

This project will be funded in accordance with the budget approvals on a fiscal year basis. The project is anticipated to take 6-10 years and is roughly estimated to be a \$40-\$50 million dollar upgrade to the facility.

**INTEROFFICE COMMUNICATION**

Legislative File # (to be entered by GM's Office)

**Recommendation**

At this time the agenda item is for information only, a future agenda item will be provided to review and approve contract negotiations with the selected Design-Builder.

Approved: \_\_\_\_\_  
Tony Cunningham  
Water/Wastewater Officer

# **Main Street Water Reclamation Facility FY 20 – FY 30 Improvements Program**

April 18, 2019

# Main St Water Reclamation Facility

- Wastewater Treatment since 1920's
- Last major upgrade completed in 1993
- Oldest operating structure is early 1960s
- Current Capacity is 7.5 MGD
- Experiencing equipment failure and high wastewater flows due to aging plant and piping infrastructure.
- Significant upgrades needed in next 6-10 years



# Main St Water Reclamation Facility



# Main St Water Reclamation Facility Program Goals

- Renewal and replacement of aging infrastructure
  - Increase operational reliability
  - Increase facility resilience
  - Reduce O&M Costs
- Increase capacity from 7.5 MGD to 10-12 MGD
  - Avoiding \$50-75M to build new plant
- Meet current and future nutrient removal requirements



# Current FY 19/20 Construction

Filter Rehabilitation

Sodium Hypochlorite  
Skid Replacements

Sodium Bisulfite  
Storage Expansion



Reclaimed Water  
Pump Station  
Rehabilitation

East Clarifier  
Rehabilitation



# MSWRF Improvements Program

Demolish 1950's  
Retired Structures  
for additional space

Headworks  
Replacement

Center and West  
Aeration Upgrades

East Aeration Basin  
New Treatment Process



Filter Replacement

Disinfection System  
Replacement

# MSWRF Improvements Program Phase 1



Demolish 1950's  
Retired Structures

Headworks  
Replacement

Center and West  
Aeration Upgrades

East Aeration Basin  
New Treatment Process

# MSWRF Improvements Program Phase 2

Filter Replacement

Disinfection System  
Replacement



# Other Program Improvements

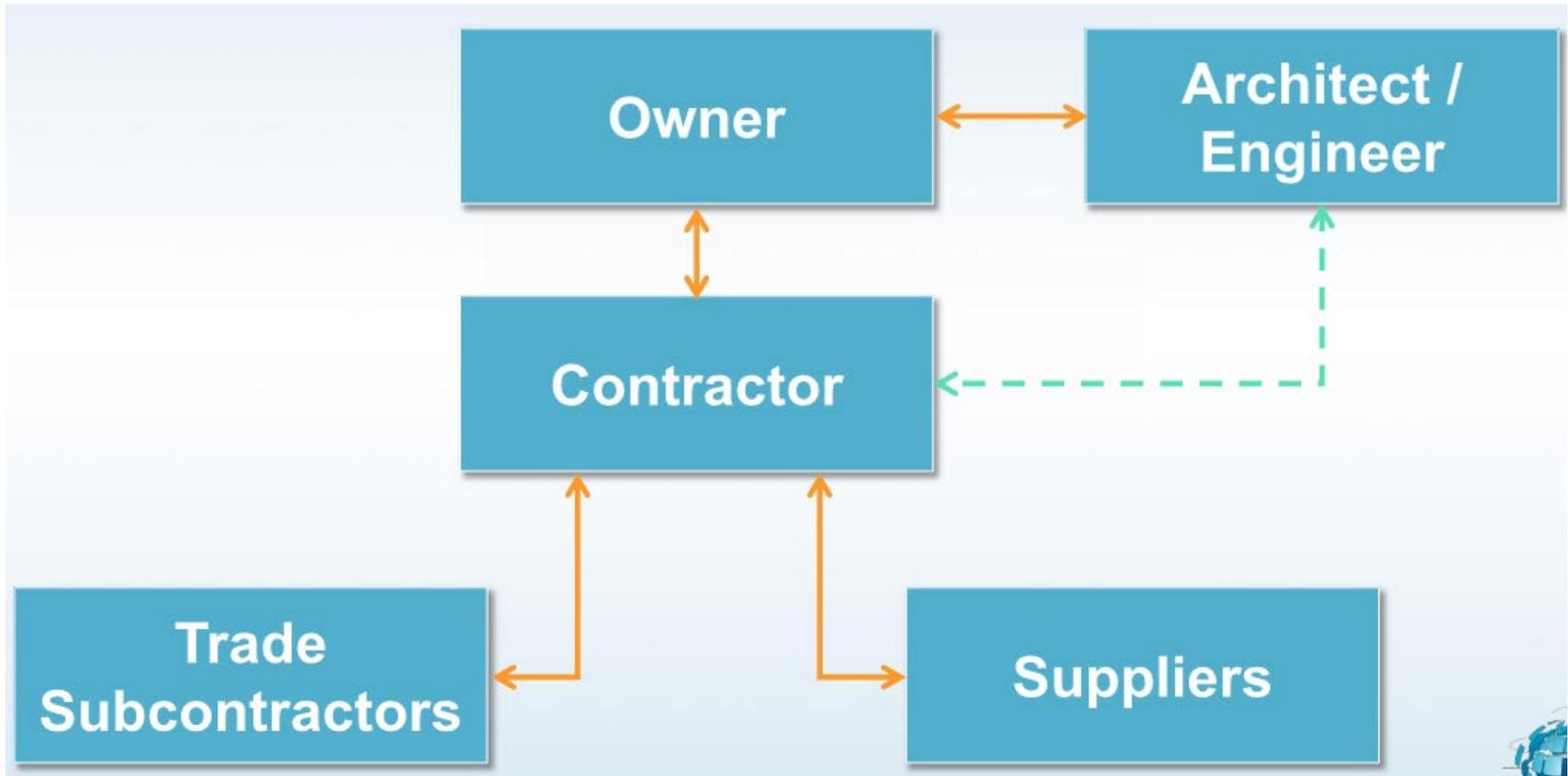
- Primary Reliability Upgrades
- Whole Plant Stand-by Generation
- Secondary Electrical Infrastructure upgrades
- New Odor Control systems



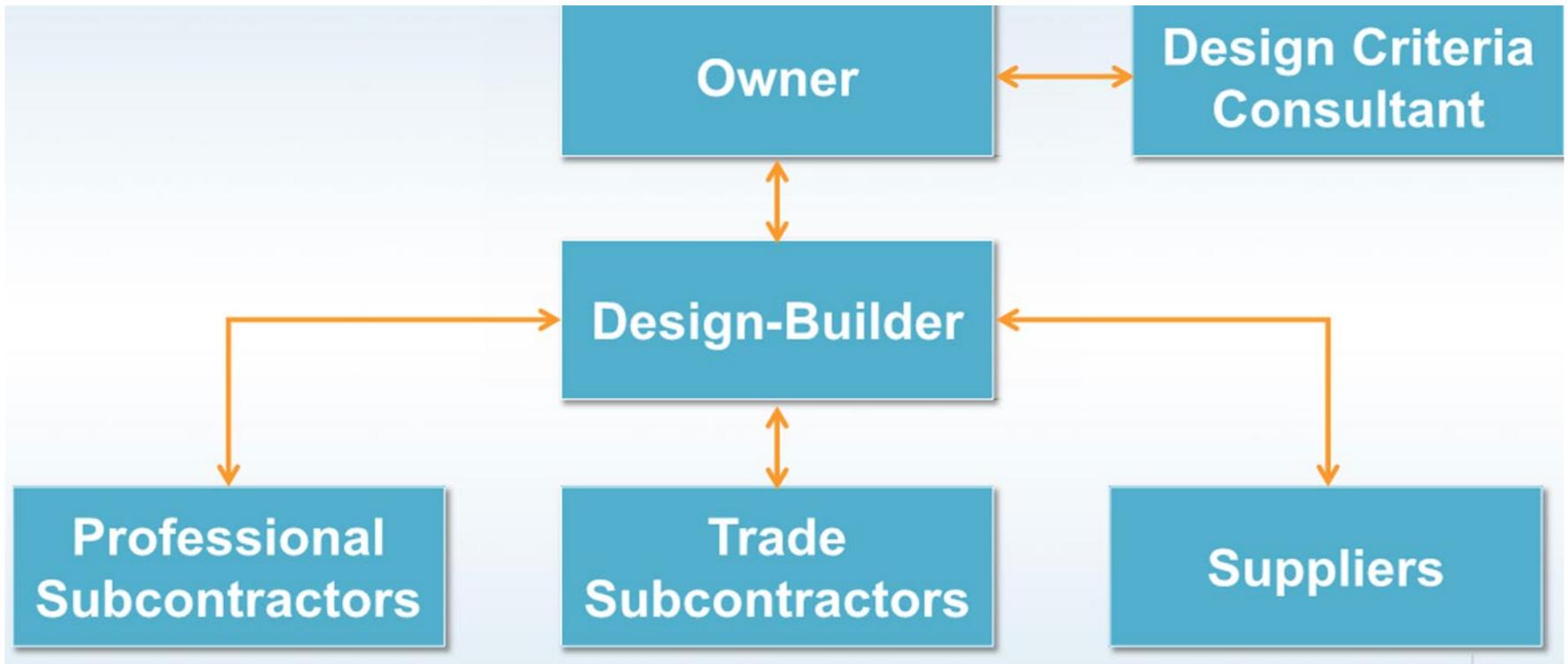
# Main St WRF Program Design-Build

- Design-Build has been around for 20+ years
- Significant increase in use in W/WW industry
- Collaborative Delivery Model  
(Owner+Engineer/Contractor)
- Schedule acceleration to address aging infrastructure issues

# Design-Bid-Build and Construction Manager At-Risk (CM@R)

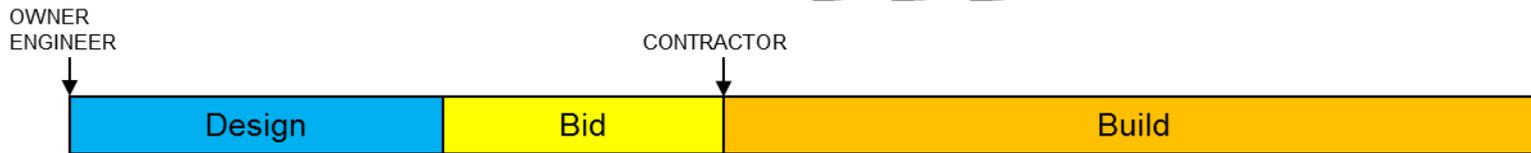


# Progressive Design-Build



# Collaboration and Schedule

## D-B-B



## CM@R



## D-B



# Comparison of Project Delivery Methods

(CII/Penn State Study)

Metric	DB vs DBB	CM@R vs DBB	DB vs CM@R
<b>Unit Cost</b>	6.1% lower	1.6% lower	4.5% lower
<b>Construction Speed</b>	12% faster	5.8% faster	7% faster
<b>Delivery Speed</b>	33.5% faster	13.3% faster	23.5% faster
<b>Cost Growth</b>	5.2% less	7.8% more	12.6% less
<b>Schedule Growth</b>	11.4% less	9.2% less	2.2% less

Re: "Comparison of U.S. Project Delivery Systems," Mark Konchar & Victor Sanvido, *Journal of Construction Engineering and Management*, Vol. 124, No. 6 (1998), pp. 435-444.



# Path Forward

- Funded in accordance with the budget approvals on a fiscal year basis.
- Project anticipated to take 6-10 years and estimated to be a \$40-50 million upgrade
- Future agenda item in Summer 2019 to review and approve contract negotiations with the selected Design-Builder.

# *Questions?/The End*



**INTEROFFICE COMMUNICATION**

Legislative File # (to be entered by GM's Office)

Department: Water/Wastewater Engineering

Date Submitted: September 27, 2019

Submitted by: Tony Cunningham

Presenter: Tony Cunningham

Agenda Date:

UAB Date 10/10/2019 On Consent X or Regular     ?

CCom Date 10/17/2019 On Consent X Regular      Special Recognition     ?

General Policy Committee Date

## **INTEROFFICE COMMUNICATION**

Legislative File # (to be entered by GM's Office)

### **Title: Selection of Progressive Design-Build Firm for the Main Street Water Reclamation Facility Improvements Program**

#### **Explanation**

The Main Street Water Reclamation Facility started treating wastewater in the 1920's. This facility has seen upgrades and expansions in over its 100 years of service. The last major plant upgrade was in the early 1990s and the plant is in need of significant upgrades over the next 6-10 years.

The proposed Main Street WRF Improvements Program will replace and upgrade assets at the facility to continue the necessary wastewater treatment and expand the facility's capacity to meet current and future wastewater flows. The improvements to the plant are anticipated to bring the facility from a 7.5 MGD (Million Gallons per Day) capacity to 10-12 MGD. The improvements at Main Street Water Reclamation Facility will increase treatment capacity, prepare GRU to meet upcoming regulatory conditions, proactively address aging infrastructure, and lower operation and maintenance costs.

- **Treatment Capacity:** The area served by the Main Street WRF is becoming more densely populated and there are significant efforts to increase development in the east-side of Gainesville. In order to accommodate this growth and development, additional treatment capacity is required.
- **Regulatory Conditions:** GRU is proactively implementing innovative solutions to accommodate the needs of growth as well as future water quality treatment needs.
- **Aging Infrastructure:** The average age of equipment at Main Street WRF is 28 years old. Most of the equipment is reaching or exceeding the end of its useful life. Delay in replacement or rehabilitation of equipment could lead to customer and/or environmental impacts.
- **Operation and Maintenance:** Once the initial capital improvements are complete the facility will experience lower operation and maintenance costs due to increasing equipment efficiency, introducing new technology, and reducing reactive maintenance.

This project will utilize a Progressive Design-Build project delivery method. GRU Water and Wastewater (W/WW) Systems has solicited a Request for Statement of Qualifications for Progressive Design-Builders to select the best qualified team.

This approach was presented as an informational item on April 11, 2019 to the Utility Advisory Board and subsequently presented to the City Commission on April 18, 2019. The presentation from these meetings is attached.

The solicitation for a Request for Statement of Qualifications for Progressive Design-Builders was posted on May 31, 2019. On August 6, 2019 four progressive design-build proposals were received. GRU staff conducted a two-phase evaluation of the prospective design-build teams. The Phase 1 evaluation was held in public meeting on August 29, 2019 where three firms were selected to advance. The Phase 2 evaluation was held in a public meeting on

## **INTEROFFICE COMMUNICATION**

Legislative File # (to be entered by GM's Office)

September 19, 2019 where three firms participated in presentations and interviews and were ranked as follows:

1. CH2M Hill Engineers Inc. & Jacobs Engineering Group Inc. (Local Firm)
2. Wharton-Smith Inc. & Hazen and Sawyer, P.C.
3. PC Construction Company d/b/a PCEO, Inc. & Gannett Fleming, Inc.

In accordance with the Consultants Competitive Negotiation Act (CCNA), staff is recommending initiating contract negotiations with the top-ranked firm. If staff is unable to negotiate an acceptable contract with the top-ranked firm, it may negotiate with the next firm in order of ranking.

Attachments:

- 1.) April UAB/Commission Presentation
- 2.) Notice of Intent to Award

### **Fiscal Note**

The major upgrades required are estimated to cost up to \$50 million dollars. The \$50 million invested at the Main Street Water Reclamation Facility will increase treatment capacity, prepare GRU to meet upcoming regulatory conditions, proactively address aging infrastructure, and lower operation and maintenance costs. The request for approval to negotiate is requested with a contract value not to exceed \$50 million over 6-10 years. The timing of the contract expenses will be funded in accordance with the budget approvals on a fiscal year basis. W/WW will provide an annual update of approved and projected expenses to the commission and will request approval if additional funds over \$50 million amount are required.

### **Recommendation**

The City Commission: 1) approve the ranking of design-build firms for the progressive design build of the Main Street Water Reclamation Facility Improvements Program; 2) authorize the General Manager, or his designee, to initiate contract negotiations with the design-build firms in order of rank in accordance with the CCNA; and 3) authorize the General Manager, or his designee, upon successful negotiations, to execute a contract , subject to approval of the City Attorney as to form and legality, for the total project cost not to exceed \$50 million in accordance with the annually approved budget.

Approved: \_\_\_\_\_  
Tony Cunningham  
Water/Wastewater Officer

**INTEROFFICE COMMUNICATION**

Legislative File # (to be entered by GM's Office)

# **Main Street Water Reclamation Facility FY 20 – FY 30 Improvements Program**

October 2019

# Main St Water Reclamation Facility

## Benefits of Investment

- **Regulatory Conditions:** Meet future water quality treatment needs
- **Treatment Capacity:** Accommodate growth and development
- **Aging Infrastructure:** Equipment is reaching or exceeding the end of its useful life
- **Operation and Maintenance:** The facility will experience lower operation and maintenance costs after improvements



# Request for Statement Of Qualifications

- Request for Statement of Qualifications (RFSQ) for Progressive Design-Builders was posted on May 31, 2019
- Four Design-Build firms responded with proposals.
- **Phase 1:** Four Statement of Qualifications were evaluated, three firms were selected to move to Phase 2
- **Phase 2:** Presentations and interviews were completed by the top three firms.

# Request for Statement Of Qualifications

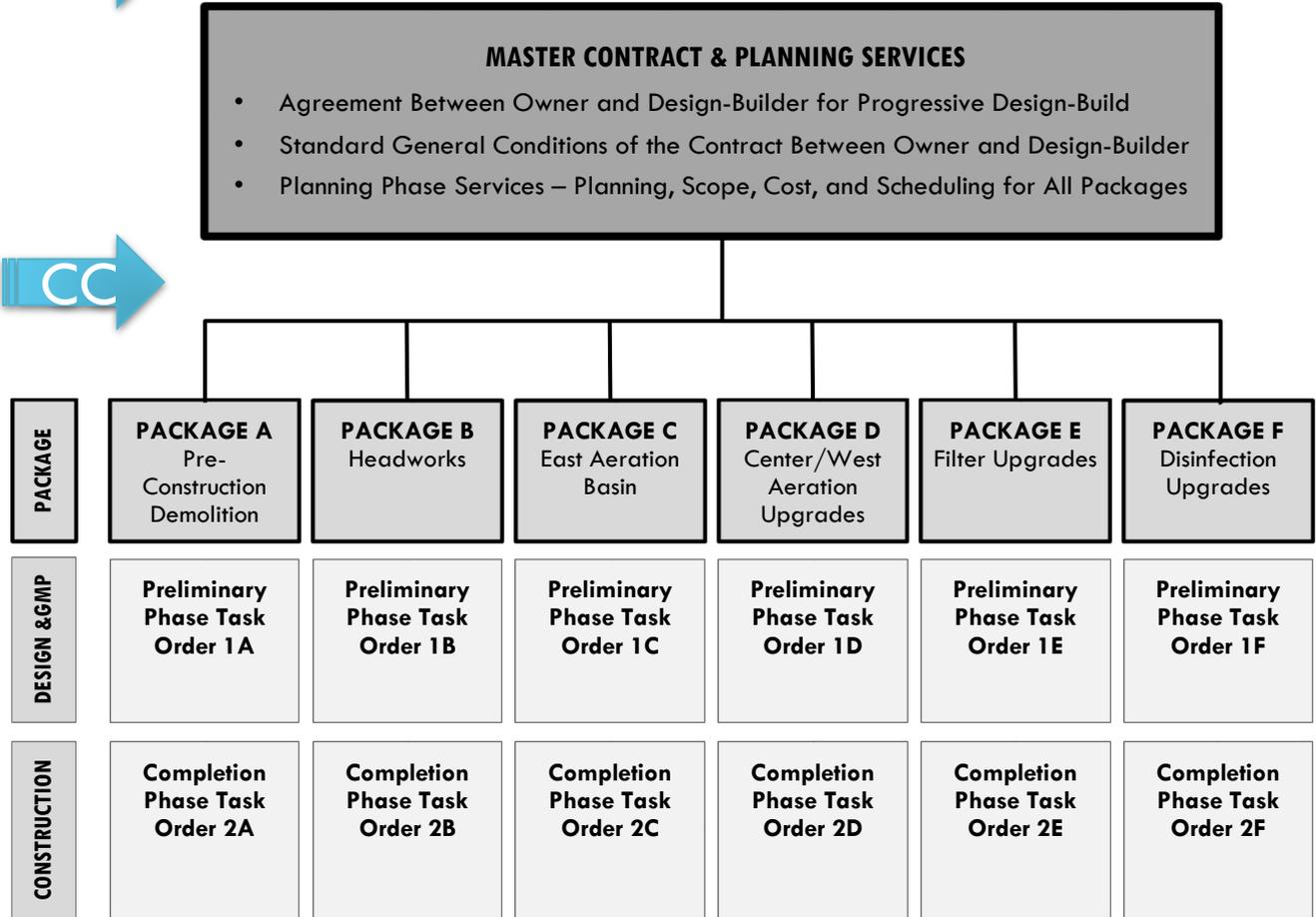
- In accordance with the Consultants' Competitive Negotiations Act (CCNA) F.S. 287.055 and City of Gainesville Purchasing Policies, the firms were ranked in the following order:
  1. CH2M Hill Engineers Inc. & Jacobs Engineering Group Inc. (Local Firm)
  2. Wharton-Smith Inc. & Hazen and Sawyer, P.C.
  3. PC Construction Company d/b/a PCEO, Inc. & Gannett Fleming, Inc.

# Recommendation

- 1) approve the ranking of design-build firms for the progressive design build of the Main Street Water Reclamation Facility Improvements Program;
- 2) authorize the General Manager, or his designee, to initiate contract negotiations with the design-build firms in order of rank in accordance with the CCNA; and
- 3) authorize the General Manager, or his designee, upon successful negotiations, to execute a contract , subject to approval of the City Attorney as to form and legality, for the total project cost not to exceed \$50 million in accordance with the annually approved budget.

# *Questions?/The End*

# MSWRF PROGRESSIVE DESIGN-BUILD CONTRACT STRUCTURE



UAB/City Commission will be updated annually and funds requested via annual budget



September 23, 2019

## NOTICE OF INTENDED AWARD

To All Respondents of Request for Statements of Qualification No. 2019-075

### Progressive Design Builder for Main Street Water Reclamation Facility Improvement Program

#### ➤ Recommended Ranking

The Evaluation Team for the above referenced solicitation has completed Phase 2 evaluations of the 3 Short Listed Respondents and is recommending to negotiate in order of ranking as follows:

Rank 1	94%	CH2M Hill Engineers Inc. & Jacobs Engineering Group Inc.
Rank 2	91%	Wharton-Smith Inc. & Hazen and Sawyer, P.C.
Rank 3	80%	PC Construction Company d/b/a PCEO, Inc. & Gannett Fleming, Inc.

#### ➤ Next Steps

The recommendation will be presented to the Utility Advisory Board at its meeting of October 10, 2019. The recommendation will be presented to the City Commission at its meeting of October 17, 2019.

Note: dates subject to change and may be confirmed by contacting the Procurement Specialist below.

Thank you for your time, interest, and participation in this Solicitation. Should you have any questions, please contact me at 352-393-1251 or via email at [mattkeel@gru.com](mailto:mattkeel@gru.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Elizabeth L. Mattke", is written over a light blue circular stamp.

Elizabeth L. Mattke



## City of Gainesville Agenda Report

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File #: (To be assigned by GM's Office)

Agenda Date: September 7, 2023

Department: Water/Wastewater Systems

Title: **Main Street Water Reclamation Facility Capacity and Renewal Upgrade**

Description: **Main Street Water Reclamation Facility Capacity and Renewal Upgrades Project Update and Approval of \$22.5M Phase 1 Grant Agreement**

Explanation:

The Main Street Water Reclamation Facility (MSWRF) started treating wastewater in the 1920's. This facility has seen upgrades and expansions over its 100 years of service. The last major plant upgrade was in the early 1990s and the plant is due for significant upgrades.

The Main Street WRF Capacity and Renewal Project will replace and upgrade assets at the facility to improve wastewater treatment quality and expand the facility's capacity to meet current and future wastewater flows. The improvements to the plant will bring the facility from a 7.5 MGD (Million Gallons per Day) capacity to 10 MGD. The improvements at Main Street Water Reclamation Facility will increase treatment capacity, prepare GRU to meet upcoming regulatory conditions, proactively address aging infrastructure, and lower operation and maintenance costs.

In 2019 staff conducted a two-phase evaluation of the prospective design-build teams. CH2MHill Engineers was awarded the contract which was executed on July 20, 2020 for a total of \$50M. GRU Staff and our Design-Builder have worked through the planning phase of the effort to determine the best approach for future treatment at the Main Street WRF site. The project was broken into two phases due to rising construction costs and supply chain issues.

- Phase 1 of the project will replace critical gravity sewer piping from the Innovation District and downtown corridors, install a new master lift station, headworks screening and grit removal facilities, odor control facilities, security improvements, and necessary electrical and stand-by power facilities. Construction of this phase is expected to start in March of 2024.



## City of Gainesville Agenda Report

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- Phase 2 of the project will replace the 1967 East Treatment Train with the latest Membrane Bioreactor (MBR) technology which will improve water quality and reduce nitrogen and phosphorus being discharged to Sweetwater Branch and Alachua Sink, via Sweetwater Wetlands Park. This phase will include additional screening facilities, MBR treatment basin, associated blower and pumping equipment, improvements to the existing clarification and disinfection systems, and necessary electrical and stand-by power facilities. Construction of this phase is expected to begin in 2025. GRU Staff will request approval for this additional phase of the project in the future.

In development of the phases the team faced dramatic rises in construction and commodities costs. Supply chain impacts have resulted in treatment and electrical equipment experiencing extended manufacturing times and escalating construction costs industry wide. Capacity expansion necessitated gravity sewer improvements and a master lift station that will alleviate system surcharging and reduce risks of sanitary sewer overflows during large storm events

In January 2023, GRU was awarded \$22.5M of grant funding for water quality improvements associated with this project. GRU has submitted for additional grant funding in the next fiscal year cycle to help defray the cost to GRU customers for the Phase 2 Improvements.

### Attachments:

- 1.) Commission Presentation
- 2.) FDEP Grant Agreement.

### Strategic Connection:

Value to Customer: Lower O&M Costs, plan for future capacity on existing property

Sustainability: Replace equipment with newer more efficient equipment, prepare for future regulations, and assure continuous wastewater service and protection of the environment

Reliability: Replace aging equipment, increase ability to maintain equipment while keeping facility operational

### Fiscal Note:



## City of Gainesville Agenda Report

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The City Commission previously approved the Design Build contract up to \$50M and the corresponding expenses have been included in the annual budget from current FY 23 to FY26. The previous approval addresses Phase 1 costs.

The upgrades required for Phase 2 are currently being designed and are estimated to cost an additional \$110 million dollars. Additional grant funding is being requested in August 2023. The total project expenses for Phase 1 and Phase 2 have been included with the 10-year capital improvement plan for the wastewater system and in the GRU Debt Reduction Plan. These expenses will be included in annual budget submittals.

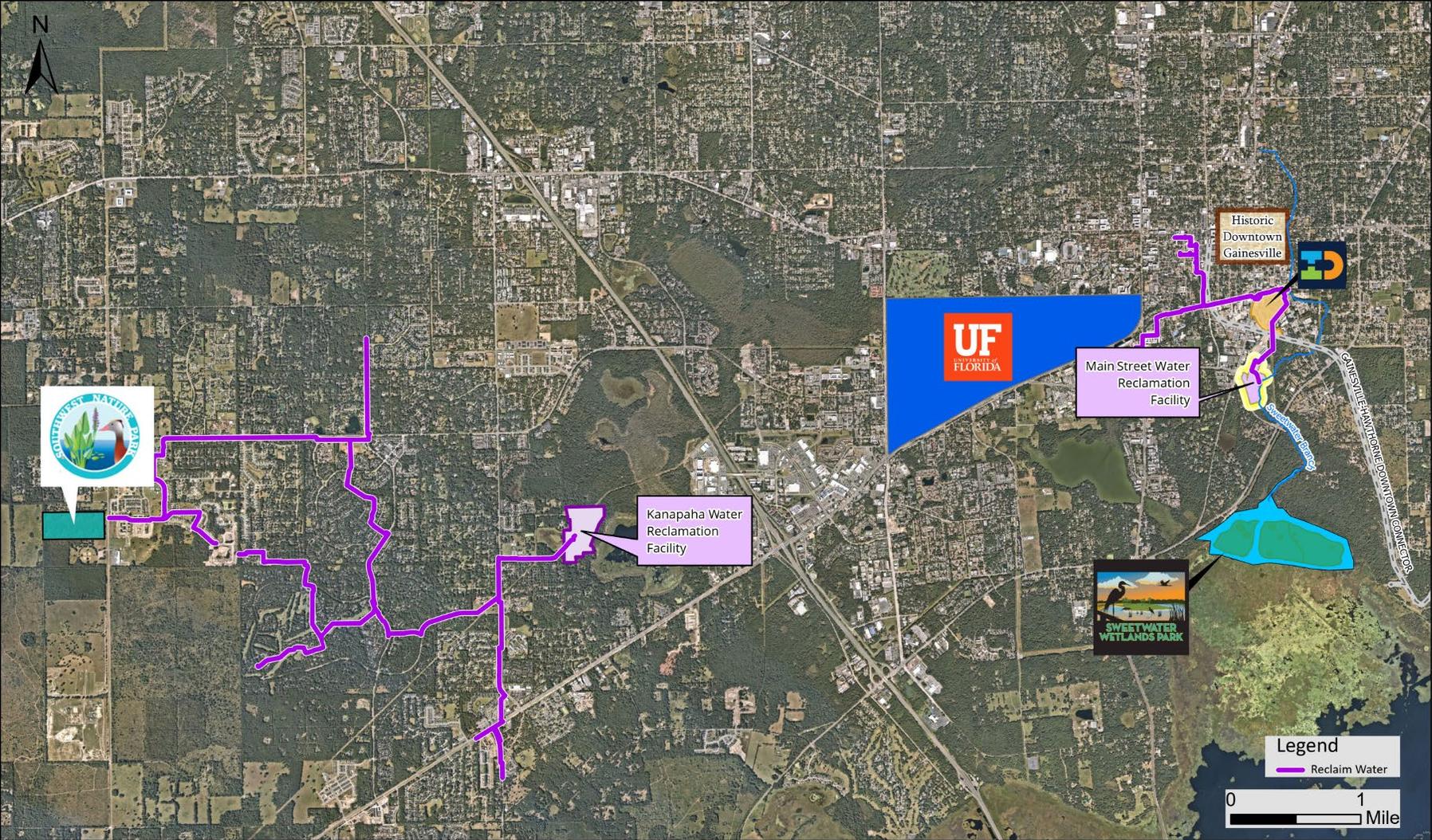
### Recommendation:

The City Commission: 1) authorize the General Manager, or his designee, to execute a grant agreement with FDEP to accept \$22.5M in grant funding for Phase 1 of this project subject to form and legality.

# Update: Main Street WRF Capacity and Renewal Upgrade

September 7, 2023

# Water Reclamation and Reuse



# Capacity and Renewal Upgrade: Overview

- Capacity
- Aging Infrastructure
- Operations & Maintenance
- Water Quality
- Reliability/Redundancy

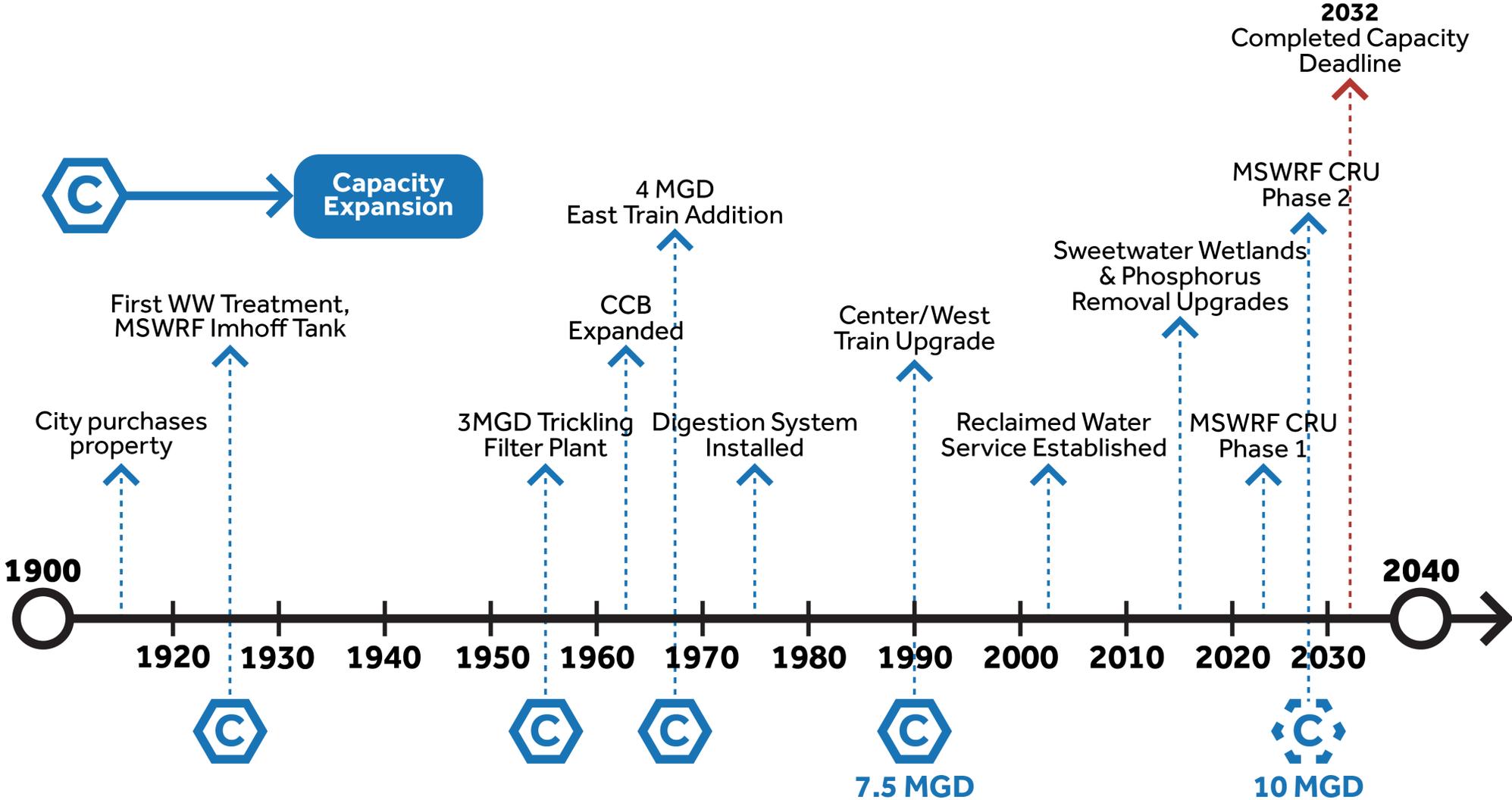


# Capacity and Renewal Upgrade

## Table of Contents

- **Timeline**
- **Community goals**
- **Planning Phase**
- **Phase 1 Scope**
- **Phase 2 Scope**
- **Inflation**
- **Grant/Funding**
- **Future**
- **Recommendation**

# Main Street WRF Timeline



# Capacity and Renewal Upgrade: Goals

## Value to Customer

- Lower O&M costs per MGD = Lower rate pressure
- Meet Future capacity needs on-site

## Sustainability

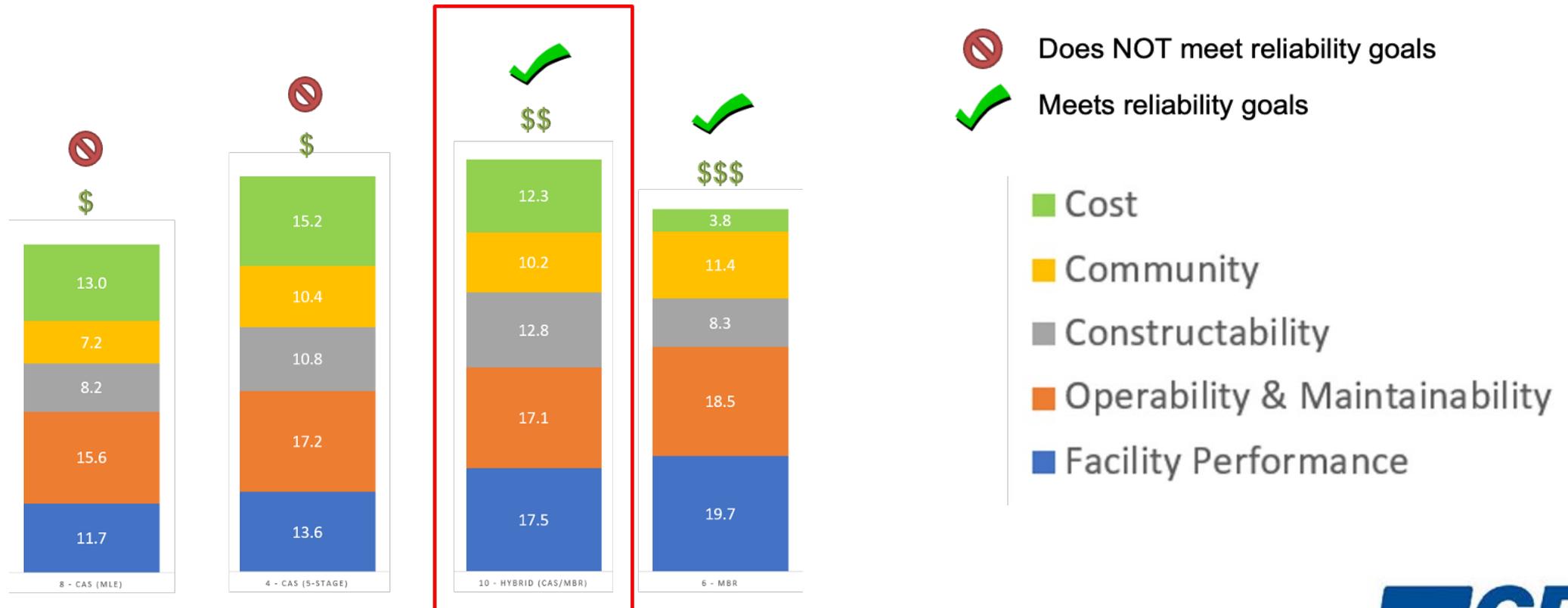
- Improves capacity for downtown/east growth
- Improves water quality
- Efficient equipment
- reduces chemicals and trucking

## Reliability

- Maintains 24/7/365 wastewater treatment service
- Replaces aging equipment/basins
- Increases maintainability of facilities under flow/operation

# Capacity and Renewal Upgrade: Planning Phase

1. Investigated 12 treatment technology combinations for facility
2. Selected four highest-scoring alternatives



# Capacity and Renewal Upgrades: Planning Phase (Hybrid)

Hybrid offers best solution to meet goals/future needs

- Optimal balance of performance and cost
- Meets capacity requirements for population growth
- Meets redundancy and reliability goals
- Beneficial use of existing 1990s equipment
- Introduces new MBR technology
- Meets future treatment needs
- Replaces 1967 concrete structures and equipment



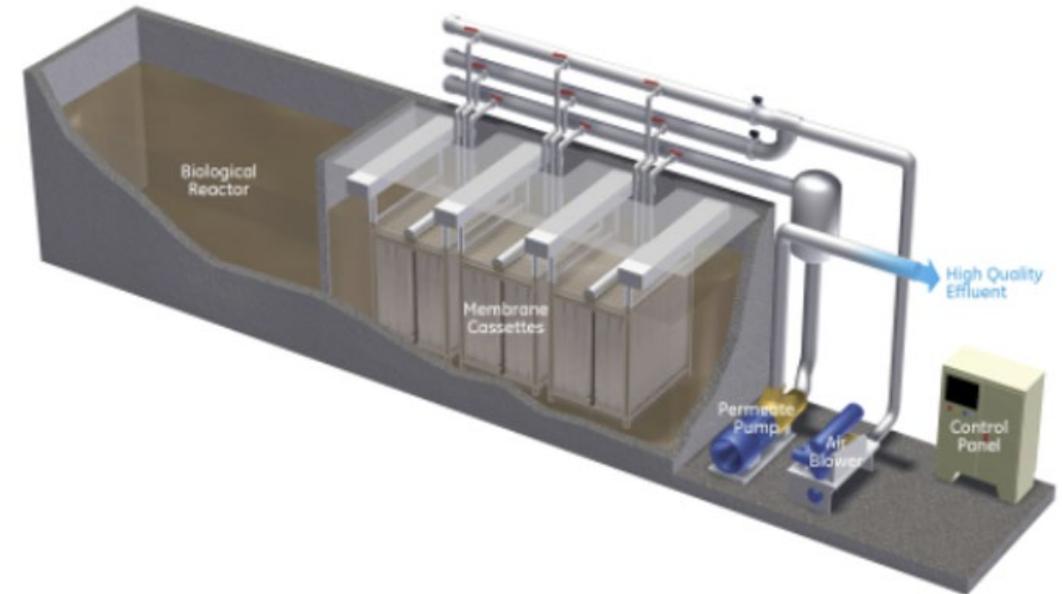
# Capacity and Renewal Upgrade: Phase 1 Scope

- Sized for expansion from 7.5 to 10 MGD
- Gravity collection system upgrades
- Master lift station
- Screening
- Grit removal
- Odor control
- Electrical building and stand-by power
- Safety and security improvements



# Capacity and Renewal Upgrade: Phase 2 Scope

- Membrane bioreactor (MBR) treatment basin
- MBR pumps/blowers
- UV disinfection for MBR
- Electrical buildings and stand-by power
- Stormwater treatment improvements
- Operational facility improvements
- Safety and security improvements



# Capacity and Renewal Upgrade: Schedule

Planning Phase Complete – April 2022

Kicked off Design - May 2022

Phase 1 Final Design - December 2023

Phase 1 Construction March 2024 – June 2026

Phase 2 Design – August 2023 - July 2024

Phase 2 Construction Completion - TBD

# Capacity and Renewal Upgrade: Inflationary Pressures

**AGC**  
THE CONSTRUCTION ASSOCIATION

**JULY**

**2022**

**CONSTRUCTION INFLATION ALERT**

**THE WALL STREET JOURNAL.**

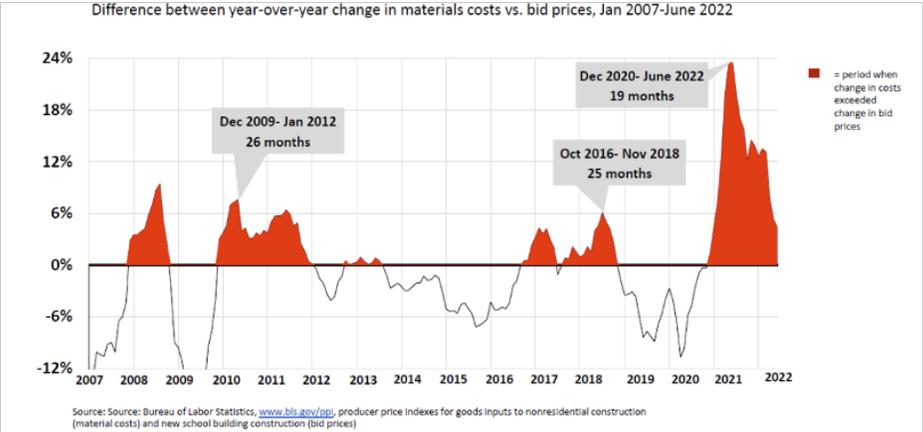
FRIDAY, MARCH 11, 2022 • VOL. CXXLXXV NO. 107

**Inflation Reaches 40-Year High Of 7.9%**

**THE WALL STREET JOURNAL.**

THURSDAY, JULY 14, 2022 • VOL. CXXLXXV NO. 111

**Inflation Hurtles to Highest Since '81**



# Capacity and Renewal Upgrade: Funding

- Phases 1 & 2 included in 10-year capital improvement and debt-reduction plans
- Phase 2: Proceed with design, submit for grant funding, return for approval

	Goals Addressed	Description	GRU Share	Grant Funding	Est. Total Cost
Phase 1	Sustainability Reliability	Influent Piping Master Lift Station Headworks Odor Control	\$27.5M	\$22.5M	\$50M
Phase 2 (Conceptual)	Value to Customer Sustainability Reliability	Fine Screening Biological Treatment Clarification/Disinfection Other Site Improvements	TBD	TBD	\$100M- 110M
Total Investment			TBD	\$22.5M+TBD	\$160M

# Capacity and Renewal Upgrade: Future

- Continue with design and construction of Phase 1 for \$50M
- Execute grant agreement for Phase 1, \$22.5M
- Pursue grant funding for Phase 2 (2023/2024)
- Complete design for Phase 2 (2024)
- Seek approval for additional contract value of Phase 2 (2024)

# Capacity and Renewal Upgrade: Recommendation

Authorize the General Manager, or his designee, to execute a grant agreement with FDEP to accept \$22.5M in grant funding for Phase 1 of this project subject to form and legality.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Main Street Water Reclamation Facility (MSWRF) Enhanced Biological Nutrient Removal & Expansion Project Agreement Number: WG109

2. Parties State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: Gainesville Regional Utilities Entity Type: Local Government

Grantee Address: PO Box 147117 Station E3-F, Gainesville, Florida, 32614 FEID: 59-6000325  
(Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: December 31, 2026

4. Project Number: \_\_\_\_\_ Project Location(s): Lat/Long: (29.6346, -82.3255)  
(If different from Agreement Number)

Project Description: The Grantee will construct Phase 1 of the MSWRF Enhanced Biological Nutrient Removal & Expansion Project.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$ 22,500,000.00</b>	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	<b>Fed WWG, Section 152, FY 22-23, WPSPTF</b>	<b>\$ 22,500,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input checked="" type="checkbox"/> Grantee Match		<b>\$ 22,500,000.00</b>
Total Amount of Funding + Grantee Match, if any:			<b>\$ 45,000,000.00</b>

6. Department's Grant Manager Name: <u>Hope Garrie</u> _____ or successor	Grantee's Grant Manager Name: <u>Debbie Daugherty</u> _____ or successor
Address: <u>Florida Dept. of Environmental Protection</u> <u>3900 Commonwealth Blvd.</u> <u>Tallahassee, FL 32399-3000</u>	Address: <u>City of Gainesville</u> <u>PO Box 147117 Station E3-F</u> <u>Gainesville, FL, 62614</u>
Phone: <u>850-245-2893</u>	Phone: <u>352-393-1622</u>
Email: <u>Hope.Garrie@FloridaDEP.gov</u>	Email: <u>daughertyDD@gru.com</u>

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input type="checkbox"/> Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	<b>SLFRP0125</b>
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	<b>\$22,500,000.00</b>
Federal Awarding Agency:	<b>Department of Treasury</b>
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**Gainesville Regional Utilities**

**GRANTEE**

By \_\_\_\_\_  
*(Authorized Signature)* Date Signed

**Anthony Cunningham, General Manager for Utilities**

\_\_\_\_\_  
 Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
 Secretary or Designee Date Signed

**Angela Knecht, Director, Division of Water Restoration Assistance**

\_\_\_\_\_  
 Print Name and Title of Person Signing

Additional signatures attached on separate page.

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DWRA Additional Signatures

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Hope Garrie, DEP Grant Manager

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Mitch Holmes, DEP QC Reviewer

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
  - (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
  - (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: [www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

## **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

#### Attachment 1

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Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

#### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**26. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

#### **27. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

#### **28. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**29. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**30. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**31. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**32. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**33. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**34. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**35. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**36. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**37. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**38. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**39. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. WG109**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Main Street Water Reclamation Facility (MSWRF) Enhanced Biological Nutrient Removal & Expansion Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$22,500,000 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made upon execution or after for purposes of meeting its match requirement as identified above. Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

**8. Insurance Requirements.**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Comprehensive General Liability Insurance.  
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.
- b. Commercial Automobile Insurance.  
If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:  
\$200,000/300,000                      Automobile Liability for Company-Owned Vehicles, if applicable  
\$200,000/300,000                      Hired and Non-owned Automobile Liability Coverage
- c. Workers’ Compensation.  
The Grantee shall comply with the workers’ compensation requirements of Chapter 440, F.S.
- d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department’s Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

**15. Additional Terms.**

None.

*Any terms added here must be approved by the Office of General Counsel.*

### **ATTACHMENT 3 GRANT WORK PLAN**

**PROJECT TITLE:** Main Street Water Reclamation Facility (MSWRF) Enhanced Biological Nutrient Removal & Expansion Project

**PROJECT LOCATION:** The Project will be located in the City of Gainesville within Alachua County; Lat/Long (29.6346, -82.3255).

**PROJECT BACKGROUND:** The Main Street Water Reclamation Facility's last upgrade was in the 1990's and most of the infrastructure is now past the useful life. The facility is responsible for providing wastewater services for the community and plays a part in maintaining water quality standards for the Orange Creek BMAP, Sweetwater Branch, Paynes Prairie, and the TMDL for Alachua Sink. Gainesville Regional Utilities (Grantee) will construct upgrades to increase treatment capacity and extend the plant's useful life.

**PROJECT DESCRIPTION:** The Grantee will construct Phase 1 of the MSWRF Enhanced Biological Nutrient Removal & Expansion Project which will include: demolition of out-of-service facilities, construction of a new corrosion resistant influent junction box, master lift station, flowmeter, headworks, washer compactor, grit removal and washer systems, odor control system, electrical building, site improvements, associated piping, and related facilities.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated.

#### **Task 1: Construction**

**Deliverables:** The Grantee will construct upgrades to the Main Street Water Reclamation Facility in accordance with the construction contract documents.

**Documentation:** The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:**

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the categories indicated below.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Grant Amount</b>	<b>Match Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	Construction	Contractual Services	\$22,500,000	\$22,500,000	07/01/2022	06/30/2026
Total:			\$22,500,000	\$22,500,000		

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
**ATTN: Office of Ombudsman and Public Services**  
**Public Records Request**  
**3900 Commonwealth Boulevard, MS 49**  
**Tallahassee, Florida 32399**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

**Attachment 5**

1 of 6

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$22,500,000	145110
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection					
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$22,500,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**ATTACHMENT 8**  
**Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds**  
**(SLFRF) Agreements**

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

**2 CFR PART 200 APPENDIX 2 REQUIREMENTS**

**1. Administrative, Contractual, and Legal Remedies**

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

**2. Termination for Cause and Convenience**

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

**3. Equal Opportunity Clause**

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### 4. Contract Work Hours and Safety Standards Act

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

#### 5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### 6. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

### **Attachment 8**

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Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

[https://apply07.grants.gov/apply/forms/sample/SFLLL\\_1\\_2\\_P-V1.2.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf).

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

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

## ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

## **Attachment 8**

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employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
  - C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.
5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving Federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

**COMPLIANCE WITH ASSURANCES**

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

**FEDERAL REPORTING REQUIREMENTS**

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov). The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

**Attachment 8**

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**DEPARTMENT OF TREASURY-SPECIFIC**

**1. Civil Rights Compliance**

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department’s implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients’ compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient’s compliance with Title VI, along with other questions and assurances.

**SLFRF-SPECIFIC**

**1. Period of Performance**

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

**2. Equipment and Real Property Management**

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

**SLFRF INFRASTRUCTURE PROJECTS**

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

**SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION**

For infrastructure projects over \$10 million, the following provisions apply:

**1. Wage Certification**

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

**2. Project Labor Agreements**

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

**SLFRF WATER & SEWER PROJECTS**

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number
- iii. Median Household Income of service area
- iv. Lowest Quintile Income of the service area

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

<b>DEP Agreement No.:</b>	Agreement No.
<b>Project Title:</b>	
<b>Grantee Name:</b>	
<b>Grantee's Grant Manager:</b>	
<b>Reporting Period:</b>	Select Quarter - Select Year

**Provide the following information for all tasks identified in the Grant Work Plan:**

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

**Task 1: Select Task Title**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 2: Select Task Title**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 3: Select Task Title**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 4: Select Task Title**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 5: Select Task Title**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Completion Status for Tasks**

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

**Design (Plans/Submittal):** 30% , 60% , 90% , 100%

**Permitting (Completed):** Yes , No

**Construction (Estimated):** \_\_\_\_\_ %

***FOR PROJECTS with Federal ARPA funding, include this paragraph.***

**SLFRF Infrastructure Projects**

For infrastructure projects, the Grantee shall provide the following project information:

**Construction start date (month/year):** \_\_\_\_\_ Projected  or Actual

**Initiation of operation date (month/year):** \_\_\_\_\_ Projected  or Actual

**Project Location details:**

**Overall Project Completion (Estimated):** \_\_\_\_\_ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

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Signature of Grantee's Grant Manager  
(Original Ink or Digital Timestamp)

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Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.