FORT PIERCE UTILITIES AUTHORITY
REGULAR MEETING
AGENDA

TUESDAY
August 16, 2022 4:00PM
City Commission Chambers
100 North U.S. #1, Fort Pierce, Florida

MEETING TO ORDER

Opening Prayer by Jason Mittler, FPUAnet Manager

Pledge of Allegiance

ROLL CALL AND DECLARATION OF A QUORUM

A. SET THE AGENDA

B. APPROVAL OF MINUTES:

1. Approve the Minutes of the Regular Meeting on August 2, 2022.

C. COMMENTS FROM THE PUBLIC:

D. CONSENT AGENDA:

1. POA 22-56: Continue with the agreement with Nelson Mullins Riley & Scarborough LLP, of Columbia, South Carolina, in an amount not to exceed $100,000.00 annually, for Legal Services related to procurement and construction matters, which started on March 15, 2022, until terminated by either party.
2. Approve budget transfer of $10,000 to the Blue Sky Landing Apartments project for completion of electric infrastructure installation. The funds for this transfer are available in Project 594. This budget transfer will bring the project total to $57,550.
3. Approve the Engagement Letter with Erin L. Deady, P.A., of Delray Beach, Florida, in an amount not to exceed $28,875.00, for Legal Services for the creation of an Appendix to the St. Lucie County Vulnerability Assessment (VA) that targets the Island Water Reclamation Facility (IWRF) and other critical assets. The initial term of this agreement will be upon written notice to proceed and end upon final completion and acceptance by FPUA, contingent on receiving the required Certificate(s) of Insurance.
4. Approve Danny Retherford the Director of Utility Support Services to sign a License Agreement with Cost Quest Associates, Inc. of Cincinnati Ohio for the purpose of obtaining required data to certify the Broadband Data Collection Form to the FCC.

E. RECOGNITION OF EXCELLENCE:

F. OLD BUSINESS:

G. NEW BUSINESS:

1. POA No. 22-45: POA No. 22-45: Approve 1) Single source purchase of 15kV Circuit Breakers from ABB DE Inc., of Cary, North Carolina, in an amount not to exceed $201,642; and 2) additional funding in an amount not to exceed $200,000 annually for inventory purchases, for a total of $401,642 for the period of August 17, 2022 thru August 16, 2023.
2. Power Cost Adjustment July 2022 – For Information Only

B. AWARD OF BID:

C. RESOLUTIONS:

D. DIRECTOR:

E. ATTORNEY:

F. COMMENTS FROM BOARD MEMBERS:

G. ADJOURN

<u>Contracts under $50,000 in Board Packet for Chairman and Secretary Signature:</u>

1. Johnson & Blanton LLC – State Lobbyist Services - $48,500
2. Indian River Magazine Inc. – Prints Ads (3 Magazines) - $2,795

MINUTES OF A REGULAR MEETING OF THE FORT PIERCE UTILITIES AUTHORITY, TUESDAY, AUGUST 2, 2022, 4:00 P.M., CITY COMMISSION CHAMBERS.

Members Present: Chairman Frank H. Fee, IV; Vice Chairman Kristina Gibbons; Secretary Barbara Bennett; Deputy Secretary Larry Lammers; and Mayor Linda Hudson.

Others present: Javier Cisneros, Director of Utilities; Rupert N. Koblegard, III, FPUA Attorney, Barbara Mika, Director of Finance and Administrative Services; Craig Crawford, Acting Director of Electric & Gas Systems; Bo Hutchinson, Director of Water/Wastewater Systems; Daniel Retherford, Director of Utility Support Services.

The meeting was called to order by Chairman Frank H. Fee.

Opening Prayer was by Carol Wilson of FPUA Human Resources.

The Pledge of Allegiance was recited.

The roll was called and a quorum declared.

ITEM A: SET THE AGENDA

A motion was made by Mrs. Gibbons, seconded by Mayor Hudson, and unanimously carried to approve the set agenda.

ITEM B: APPROVAL OF MINUTES

A motion was made by Mayor Hudson, seconded by Mr. Lammers, and unanimously carried to approve the Minutes of the Regular Meeting of July 19, 2022.

ITEM C: COMMENTS FROM THE PUBLIC

Mr. James Gray – Concerned with rates.
Ms. Amy Smith – Concerned with rates.
Ms. Tina Marx – Concerned with rates.
Mr. Mario Victorez Wilcox – Concerned with rates.
Mr. Rick Reed – Concerned with rates.

ITEM D: CONSENT AGENDA

A motion was made by Mayor Hudson, seconded by Ms. Bennett, and unanimously carried to approve the Consent Agenda.

1. POA 22-62-043: Approve the Contract for Lime Slaker Consultations, Repairs, Parts and Maintenance with Southland Controls, Inc., of Palm City, Florida, in an amount not to exceed $8,500, annually. The initial term of the contract will be August 3, 2022 to August 2, 2023, with 4 one-year renewal options, contingent on receiving required Certificate(s) of Insurance.
2. POA No. 22-43: Approve the Budget Transfer Request in the amount of $150,000.00 for the Emergency repair of the Water Treatment Plant Main Emergency Generator with Cummins Inc., of Orlando, Florida, in an amount not to exceed of $200,000.
3. Florida Gas Utilities Per Purchase Gas Directive – For Information Only
4. Florida Gas Utilities Natural Gas Project Management: Approval of the Directive to FGU for project management services to install a new gate station and expand our gas distribution system along Indro Rd. and in to Lakewood Park.

ITEM E: RECOGNITION OF EXCELLENCE

ITEM F: OLD BUSINESS

ITEM G: NEW BUSINESS

1. POA 18-40: Approve Amendment No. 3 to the Smart Grid Solutions Contract for Advanced Metering Infrastructure (AMI) with Elster Solutions, LLC, of Raleigh, North Carolina, to increase the original unit price of materials and warranties by 9%, contingent upon receipt of the required Certificate(s) of Insurance.

A motion was made by Mayor Hudson, seconded by Mr. Lammers, and unanimously carried to approve POA No. 18-40.

2. POA No. 22-44: Approve Specific Authorization No. 56-WS-22-01, for the North Gas Expansion Design, with Weston & Sampson Engineers, Inc., of Reading, Massachusetts, in an amount not to exceed $338,400. The initial term of this contract will commence upon written Notice to Proceed and end upon final completion and written acceptance by FPUA, contingent on receipt of the required Certificate(s) of insurance.

A motion was made by Mayor Hudson, seconded by Mrs. Gibbons, and unanimously carried to approve POA No. 22-44.

3. POA No. 22-99: (A) Approve the Amendment No. 1 to Progressive Design-Build Agreement for the FPUA WRF Relocation with Globaltech-Haskell J.V., of Jacksonville, FL, in a not to exceed amount of $33,064,337.25. (B) Approve the adoption of Direct Owner Purchase Protocols.

A motion was made by Mr. Lammers, seconded by Mayor Hudson, and unanimously carried to approve POA No. 22-99.

ITEM H: AWARD OF BID

ITEM I: RESOLUTIONS

1. Adopt Resolution No. UA 2022-14, a resolution adopting budget for fiscal year beginning October 1, 2022 and ending September 30, 2023 and amending the budget for fiscal year beginning October 1, 2021 and September 30, 2022, for Fort Pierce Utilities Authority of the City of Fort Pierce, Florida.

A motion was made by Ms. Bennett, seconded by Mayor Hudson, and unanimously carried to adopt Resolution No. UA 2022-14.

2. Approve Resolution No. UA 2022-16 to replace two Utility Advisory Committee members who have resigned with two new appointees who have been appointed by Commissioners Arnold Gaines and Commissioner Jeremiah Johnson.

A motion was made by Mayor Hudson, seconded by Mr. Lammers, and unanimously carried to adopt Resolution No. UA 2022-16.

ITEM J: DIRECTOR

Thank you, Mr. Chairman. I would like to provide an update to the power cost adjustment. An update on the action items taken over the last few weeks to help stabilize the power cost adjustment.

First FMPA purchased 20% of the fuels needed for the next three months. Yesterday and today, earlier today which is very good news for our customers and for FPUA and for our community.

They are working to lock in another 30% at the purchasing thresholds as approved by the FMPA Executive Committee on Friday.

Second, FMPA was able to redirect funds from their 2021 bond proceeds which they are allowed to use to mitigate some of these costs. Unlike our bond. They are looking at using it to normalize the June and July bills to FPUA and all of the member cities. It's a great opportunity for them to help us. The funds will need to be recovered over the next 4-6 months. What this does is allow us to do is deal with the hottest months of the summer as natural gas prices continue to be volatile.

Third, the FMPA Executive Committee voted on Friday to utilize an over-recovery for demand charges. The FPUA bill, just like the customer's bill, is broken up into demand and energy. So, the demand charges there was a slight overcollection and even though it's small they are going to use that over the next three months; July, August and September. The recoveries are typically distributed back to the cities in the following budget year, but obviously because of natural gas prices they will be doing that in the next three months. Even though it's small, it's much needed relief now. That will be a great help for our next bill, the FPUA bill.

Even though the gas market continues to be volatile we do believe these actions will help mitigate some of the volatility for our customers. I will keep the Board posted on any additional action items related to locking in prices for the gas -- for more gas. For the July bills, some of our customers experienced read cycles greater than 32 days. This is an issue that we've had in the past, but this year it's what I would call a perfect storm due to a hot summer, higher fuel prices and more days on the read recycle. Typically, the Board has reduced the power cost adjustment during the summer months, but this year the power cost adjustment increase was tough on our customers. To that end, staff has developed and implemented a plan with protocols to ensure that read cycles are at 32 days or less as we move forward. This plan includes additional personnel from other departments as needed to ensure this does not happen again and regular training sessions so that we can pull from other resources in the event that we have a staff shortage. I think it's important to highlight the fact that the AMI project, the technology with the project, will ensure this effectively doesn't happen in the future. AMI is an important project for FPUA as we move forward.

The Board has approved a few projects today related to using the 2022 bond proceeds. As we move forward, I will work with staff to provide a summary on a quarterly basis or sooner to the Board as needed to keep you up to speed on how the funds are utilized.

Lastly, I would like to thank Mustard Seed, especially Greg Smith and Stacy Malinowski. Last week we were able to finalized details for the $50,000 conservation funds that were redirected for utility bill assistance. They scheduled quite a few appointments. I don't know the exact number, but I believe it's around 40 or 50 over the last couple of days. They've already approved 10 applications for payment. That's good news. Based on Greg's feedback the process is running

pretty smooth. It's important if you -- those who are in the audience, those watching online or go back to watch it from the web site that if you reach out to Mustard Seed it's important to call them for an appointment at 772-465-6021. I did want to mention one more thing is after the last Board meeting, staff reached out to some of the folks who came to the podium and we reached out to them to talk. Most of the responses of the one-on-one conversations went very well because we were able to explain some of the details on the bills. We will continue to do that as needed and continue to forge ahead. That's all I have for the Board today, Mr. Chairman.

ITEM K: ATTORNEY

Nothing to report on, but I want to apologize to the Board for a statement that was made during the public speaking portion. One of the people said about a comment I had made to him, he was accurate I said that. However, it was in direct response in kind to what he had just said to me. I shouldn't have said that sitting here where I am. It was inappropriate for me sitting here as the attorney and I apologize to the Board for that. It was a direct response to what he had just said to me in the heat of moment, maybe I lost my temper.

ITEM L: COMMENTS FROM BOARD MEMBERS

Ms. Bennett said I just have one question Mr. Cisneros. This question has been brought before me. I understand that most people in order to get help with their utility bill that they need to call Mustard Seed and I've given them that information with the flier. However, it's only for the people that qualify for assistance. What are we going to do to help those that don't qualify?

Mr. Cisneros said yes, ma'am. We do have special payment arrangements so that they can pay a -- what I would consider a normalized bill that would be your average bill and then take the difference and spread it over time so that they can avoid interruption of service. We also are able to provide them with budget billing. Which would help stabilize the bill over a period of time. We have been working with those customers to offer those services to help them with their July bill.

Ms. Bennett said okay. Have any of that $50,000 went toward -- did we think about that before we said that we wanted to give it to the ones that qualify for assistance? Because last week ALPI was helping those that qualify for assistance. Did we take into measure, that you know that after they have done that, we look at those that don't qualify and try to at least give them some of the funds too? Because I mean spreading it out over a period of time, that is just going to make the bill increase even more in the later months and they will still be at the place that they can't afford those bills. Have we considered that and if not, will we be able to go back and look at say, hey, let's try to help those that don't qualify?

Mr. Cisneros said Mrs. Bennett, we didn't go back and specifically look at any other benchmarks outside of what the poverty levels are for the community. Because of that number being the poverty level and the fixed income within our community income being low. For example, the $50,000 if it were to be distributed amongst the electric customers, it would be $1 per every customer. It wouldn't be as big of an impact to our entire customer base. It would be a bigger impact to those who -- would meet the income thresholds.

Ms. Bennett said I was thinking more of the ones that are almost at the poverty level line, but missed it by a certain amount because they are also suffering too.

Mr. Cisneros said so the poverty level -- the numbers they are using for that -- we're using a different number than the ones ALPI was using. We're using the hands number which is a little bit higher so it's 200% above that number. I can share that number with you. Actually, it was part of our distribution when we sent the notice out of the public what that threshold was. It was much higher than the number you've seen in the past. I don't know if that answers your question, but it's 200% of the hands value. I don't remember what "hands" stands for, but that number gets up -- it's a pretty good number that could really include people that could use the help.

Mayor Hudson said could you talk about Project Care? Because there was a bunch of questions about it. I know that it is tax deductible. I know you get confirmation if you are contributing to it that you made this tax-exempt donation. It doesn't get mingled with the other funds.

Mr. Cisneros said no ma'am it does not. Project Care goes directly to Mustard Seed and that comes from employees being part of Project Care. They will take a portion of the salary, donate to Project Care as a single time donation or a recurring donation. I know I'm on it and I know Mayor you are on it as well. And those funds also -- those in the community that want to offer a helping hand to those who are struggling that goes to Mustard Seed. That's completely a different account. The $50,000 conservation fund we used the process that Mustard Seed uses for Project Care to be able to process that. We are talking about two different funds. Project Care are those that come from donations and the $50,000 conservation fund is effectively a separate account for the lack of better word, but we're using the same qualification process administered the same way through Mustard Seed.

Mayor Hudson said and I think if somebody is in the category that Ms. Bennett is talking about, and what you are doing is dealing with each account individually. To try to help customers get through this rough time.

Mr. Cisneros said yes ma'am we are.

Chairman Fee asked is that the same program that the city donates money through to Project Care from HUD?

Mr. Cisneros said I don't think so. We can follow up with you on that.

Chairman Fee said I remember one of the presentations that we had that there was a different line item source of funds that may have got co-mingled with the city that came in. I could be mistaken.

Mayor Hudson said it was the weatherization program the city contributes to.

Chairman Fee said now real quick. One question was where does the Project Care funds go? Directly to Mustard Seed? Or do we house them in an interest-bearing account for FPUA?

Mr. Cisneros said as the funds come in they get distributed to Mustard Seed. What I can do is provide you a very quick summary on how that specifically works. I don't have the details in front of me. I can provide you with a follow up. Be happy to follow up with the Board as well.

Chairman Fee asked fair to say we're not making any interest income on that money?

Mr. Cisneros said no. Those funds come in and they go out through Project Care.

Chairman Fee said the only parties that get the charitable deduction are the individual employee(s) that make the donation.

Mr. Cisneros said right. The account holder...anybody who donates to that program gets the charitable donation tax credit or whatever.

Chairman Fee said no financial incentive is paid back to the FPUA for doing it.

Mrs. Gibbons said over the last several weeks we've had a lot of discussions with a lot of people. One thing that I wanted to make sure that we discussed too, there was a gentleman that said there's this nuke plant sitting over here that we could be using for power. FP&L doesn't use that for their power either as much as most people believe they do even though they own that. What is mix? Do you know off the top of your head what their mix is?

Mr. Cisneros said they are -- FP&L I believe is in the 80 range, 80% of the power they generate in Florida is used from natural gas. The nuclear power plant here is a small portion of their portfolio.

Mrs. Gibbons asked are there other municipalities like ourselves that own a little piece of the plant?

Mr. Cisneros said yes, city of Lake Worth. There're some others that are part of FMPA that have a share of the St. Lucie County nuclear power plant.

Mrs. Gibbons said this may be for the Mayor. Have there been any discussions in the city level about, I mean I know we give you guys quite a bit of money. Has there been any discussion about using some of that or maybe capping it or something to help give it back to the community?

Mayor Hudson said last night we discussed potentially using -- we have some American rescue plan funds that haven't been earmarked for anything. That's a discussion that's going to be held next week. That was brought up at our meeting. It's going to be discussed this coming Monday at our conference agenda and I don't know how much or I don't know for sure if it's eligible. We have to look and see if it's eligible to use it. Then we would contribute it to and have it administered through the same way and if someone wants to look at the criteria and see if the criteria can change, I don't know any details except it was brought up last night.

Mrs. Gibbons said also, in that -- has there ever been a discussion about like capping the funds? Let's say, you know two years ago it was at like 6.2 and now it's going to be at 6.6 or whatever it was close to that. Has there been any discussion about potentially having a level amount? Then maybe it only goes up X amount per year so that it can be fed back in to the fund and to keep the rates lower?

Mayor Hudson said I don't think there's been a discussion. But I would happy to bring it up. The figure is supplied to the city every year and that's put in the budget and.....

Mrs. Gibbons said I'd be interested just to see if that would be something that might be able to help us keep our rates down too while also still contributing to the growth and repair of the city.

Mayor Hudson said yup, yup. Mr. Koblegard may know more because he's been with the UA longer. Do you know if that's ever been discussed a cap on the transfer to the city Mr. Koblegard?

Mr. Koblegard said by the charter, you can -- the city can agree to take less. Otherwise it has to be 6%.

Mayor Hudson said so it's in the charter, but we can take less.

Mr. Koblegard said you don't have to take the whole 6%.

Mrs. Gibbons said also, communication. I wanted to touch base. I'm sorry that Rachel is not here today. I had somebody -- that's why I was late, sorry. She had brought up a good point. Maybe if we had two times a week we are communicating out kind of what's happening. Hey, look we're able to do this, you know some of things that we are doing and that we have been able to do to keep things stable for our customers and also maybe discuss some like positive you know hashtags and what not to make sure that we –

Mayor Hudson said maybe some conservation tips and things.

Mrs. Gibbons said I'm personally going to do -- I was working with Mr. Cisneros before I went away last week and I haven't been able to do it. I'm going to have a little test. I've got a spreadsheet. I want to see how much how much electric I use daily based off of small changes either in my air conditioning, turning lights off those kinds of things. So, I'm going to kind of do a little bit of scientific test. We will see.

Mr. Cisneros said just to answer your question we are working on a communication platform that's proactive. We are developing those resources and developing that team now. Just need a little bit of time to be able to make that happen. We have a lot of moving targets now. We are making progress in that direction. We do have a public information officer position. It's posted until filled and that will be part of the team. Definitely want to change that. Definitely want to do better at that.

Chairman Fee asked one of the questions from Mr. Gray at the very beginning he was commenting about the FMPA. Do you mind explaining to some of the people that might be watching what FMPA does for us when it comes to gas purchases?

Mr. Cisneros said yes sir. FMPA is a non-for-profit organization that was developed by the cities in Florida that wanted to generate their own power, or have the ability to purchase power without building their own power plants. So FMPA was developed back in the 70's I believe. FPUA joined FMPA in the early 90s, because we were -- there was no plan to build a new power plant here on FPUA's dime; right. They are pretty expensive to produce. FMPA -- what they do is they build their power plants and all the cities join in so they can get economies to scale. So, they can get the best energy prices from the power plants that they either build or that they buy to generate power. For example, Treasure Coast Energy Center is a power plant that was built by FMPA. All the member cities own a portion of the Treasure Coast Energy Center. We all share in the production of power and we also share in the cost of construction and maintaining the unit. FMPA is a conglomerate of joint action agency for all the member cities to be able to buy power from that organization. They work with Florida Gas utility and a couple of other agencies to purchase gas so that we can have a specific volume of gas that we can get guaranteed at a specific price. The market for the last 3-4 years has been very, very low. As the Board will remember, we've had a negative PCA for two years. So, if you think about what happened with the natural gas prices, we were giving back $12, $6 per 1,000 kilowatt hour for the last couple of years. Going from that and shifting to the recent number it's been very drastic. A lot of that has to do with the volatility of natural gas prices. When we were given negative $12 we were buying at $2 a dekatherm, somewhere in that range. Right now, we're buying at the $9 range because we're doing it at a market price. What we're trying to do is not buy it on the market. We try to lock it in. There's risk with that, but there's also stability with that. Because if the market falls you don't benefit from that. If it rises, you benefit greatly from that, but at least what you do is you lock in the price for your power plants so that your customers can have stability....budget stability. That's what we are dealing with now. We have some history from 2008 when they hedged more than they needed at a very high price. Everybody is trying to avoid that right now. That's why they are

doing it in three, six months strips rather than multiple years. I know I went a little outside of what you asked for, but....

Chairman Fee said essentially, they actually help a little bit with the bargaining power of natural gas.

Mr. Cisneros said they do. There's an economy of scales, yes, sir. It's important to mention, Jacob and I have talked about this. We've been a member for quite some time. We are about 7 or 8 years away from a lot of the debt associated with the power plants being paid off. That will greatly help us. I know that's a ways away in the big picture. We think about a utility in a 20 to 50-year time frame. We're really close to the end of that debt for FMPA which will benefit all of the ARP members to include FPUA.

Chairman Fee said one more question. Back to nuclear. We only get about 1.5% from the nuclear power plant?

Mr. Cisneros said yes, sir.

Chairman Fee asked is there any way to increase that? Is it cheaper than buying natural gas?

Mr. Cisneros said another city would have to offer it up and right now no one will give up their share of the nuclear power plant. The easy answer would be no, but if another city where wanting to get rid of that asset we would.... that's part of the FMPA All Requirements Project group we would have the first right of refusal to buy that, that nuclear share.

Chairman Fee asked so we can't increase our nuclear?

Mr. Cisneros said no not right now, no.

Mr. Lammers said Mr. Cisneros, so last Board meeting Mrs. Bennett proposed and the rest of the Board unanimously supported her in significantly reducing the power cost adjustment. How long will it be before rate payers start to see that change on their bills?

Mr. Cisneros said yes, sir. That power cost adjustment is effective yesterday August 1. They will see relief immediately. The $30 reduction will be on their next bill they receive in August. So, if they get a bill tomorrow and Barbara is here....I can follow up with you specifically on how that billing cycle works, but they should see that relief in the next bill.

Mr. Lammers said and there's a couple of reasons why I bring that up. One, I think it's good for folks to know it's coming. But, two for our July bill, for my personal July bill, we knew that a significant increase was coming so we raised the thermostats and we hid the video games and all that kind of stuff and our bill still went up by a little bit over $100 even taking conservation

measures. It's highly critical that we communicate to our rate payers that you are going to see relief coming. However, it's not something we think we can maintain for the long term. We will probably have to raise the PCA again. I just want to make sure we are very clear and very -- putting a lot of energy into communicating that to the rate payers, so they are not surprised or shocked. They can take steps and measures ahead of time to mitigate that when it happens.

Mr. Cisneros said yes sir, we're working in that direction. We're doing that actively right now. We will continue to push that out there. As a matter of fact, I believe Ashley is working on a conservation packet for our customers so it will include reducing the thermostat; turning off lights. All the things that you can do that are easy to do to really help conserve. You are absolutely right. It's going to require some time to build those habits to be different because it's hard. Especially if you are used to certain way that you live, but our goal is to try to stabilize the power cost adjustment. We will do everything we can to do that for our customers. The likelihood that we have to raise the PCA is there. We will do everything we can to stabilize it. We're looking at it and working on it every day. I talk to Jacob Williams two to three times a day right now just because of what we are going through right now. A lot of good momentum into making sure we stabilize the power cost adjustment not just for FPUA, but for all the cities, municipal cities because they are dealing with it too. I mentioned earlier city of Lake Worth, no correction Lakeland Electric is at a $60 PCA. That's really tough for that community because it's an industrial area. They also have a very large farm agriculture group. It affects them quite a bit as well. That's typically a low-income area. The city of Lake Worth very similar to us a coastal city, similar demographics and they are at a $54 PCA. We're at $29 now with the August bill. It's tough for the communities. They need the stability just as much as we do.

Mr. Lammers said I'm glad and I even expect that our goal is to keep the PCA as low as we possibly can. Again, I do want to reiterate if we're in a position where we have to raise it, that we give our customers some heads up and some notice before hand so they can adjust their electricity usage.

Mr. Cisneros said yes, sir absolutely.

Chairman Fee asked how long will we be stable do you think? Or is this just going to be a one-month reprieve? Or do you think they'll see a reprieve also in September?

Mrs. Gibbons said I think he said we purchased enough gas to maintain it through the end of the year.

Mr. Cisneros said we've only purchased 20%. We only purchased a percentage of it.

Chairman Fee said we're going to see some fluctuations, but probably not hopefully not a wild fluctuation going up $40 or something like that.

Mr. Cisneros said I'm sure all the Board members have looked at the chart. The thing has been all over the place. It's dipped it's come back up. We're doing everything we can to get through November because as we get into December it starts to cool off. Consumption comes down. Also, the reality is November is election month. There're some serious concerns about what that means for us in the gas market. We're trying to avoid purchasing gas at the really high number because after November who know what happens, it could drop off. I don't know. No one really knows. We want to provide stability by locking it in at least through November.

Ms. Bennett asked so you estimate we will last throughout this year?

Mr. Cisneros said through November right now. What we do have and actually we'll work on this summary for the Board for the next Board meeting, we'll lock it in through November this year. We've already locked in some gas in March at the $6.40 range. Which is good especially right now and we already have gas a portion of our gas from April of 2023 through March of 2024 at the $5.92 range which is really good. Relief is coming. As we meet some additional thresholds with futures we will be able to lock in more gas and remove ourselves from the volatility of the market. As soon as we meet the thresholds in the next couple of weeks, I hope we can do it tomorrow, but that's going to depend on the market. I will provide that information to the Board and we'll work on a summary for the Board on what we been able to lock in so far.

Ms. Bennett said the only thing I want to reiterate as Mr. Lammers said that we keep the rate payers informed on this information. If there's a slight adjustment that needs to be made, that we inform them and put it out there, even if we have to call a community meeting or have a survey go out whatever we need to do in order for them to be informed let us inform them, put the word out, give them that information so that it won't be a surprise like it was this time.

Mr. Cisneros said yes ma'am loud and clear. I also want to mention that the city is going to be working with us so that we can put out the videos specifically. The Board members have asked how do I help. We can do some of those public service announcements with Board members to help us communicate that out to our community. That will obviously come very, very quickly. Probably provide a script. Go through a little bit of an editing version. We'll call upon you within a day or two to put something together and utilize resources from the city of Ft. Pierce, FMPA because we don't have the technology. We're pooling resources together to make that happen.

Ms. Gibbons said I believe too that you enrolled everybody in the e-mail service right. So, any updates automatically get emailed, but they can go online too and change it to a text message; is that correct?

Mr. Cisneros said I believe e-mail is what we have now. Text message is a costly venture, but e-mail is what we are doing right now and I can follow up with additional details because I don't remember what it was, but I think texting was pretty expensive. Email so far has been very effective. You're absolutely right we will continue to email. As you may remember most of the

Board members had an e-mail distribution. The last notice when we reduced PCA that went out via e-mail. If you recall seeing that. We'll also do e-mail, social media, press releases and very active on our web site to make sure that information gets out.

Chairman Fee said before we adjourn. Ms. Smith do you have any questions?

Ms. Smith spoke about her concerns on the rates.

ITEM M: ADJOURN

There being no further business, the meeting was adjourned at 6:18 pm.

ATTEST:

_____ SECRETARY

_____ CHAIRMAN

Note: These minutes are not verbatim, only important issues and motions are reproduced in writing for the benefit of the Fort Pierce Utilities Authority and Board Members. The recording itself is the official record for the meeting.

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600

Board Submission Form

8/10/2022

Department: 43 - Customer Service

Board Meeting Date: 08/16/2022

Item Type: Consent, Contract Agreement

Subject: NELSON MULLINS RILEY & SCARBOROUGH LETTER

Recommendation:

POA 22-56: Continue with the agreement with Nelson Mullins Riley & Scarborough LLP, of Columbia, South Carolina, in an amount not to exceed $100,000.00 annually, for Legal Services related to procurement and construction matters, which started on March 15, 2022, until terminated by either party.

Reviewed By Attorney: No

Funds Available From: ___ No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director:	RETHERFORD, DANIEL PAUL	Aug 9 2022 4:02PM
Director of Finance:	MIKA, BARBARA A.	Aug 8 2022 9:57AM
Director of Utilities:	CISNEROS, JAVIER	Aug 10 2022 9:48AM

Fort Pierce Utilities Authority

Memorandum

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Daniel Paul Retherford, Director of Util Support Svcs.

FROM: Regina D. Morris, Customer Service Manager

DATE: August 10, 2022

SUBJECT: **NELSON MULLINS RILEY & SCARBOROUGH LETTER**

PRESENTER(S): Daniel Retherford

RECOMMENDATION:

POA 22-56: Continue with the agreement with Nelson Mullins Riley & Scarborough LLP, of Columbia, South Carolina, in an amount not to exceed $100,000.00 annually, for Legal Services related to procurement and construction matters, which started on March 15, 2022, until terminated by either party.

SUMMARY/SUPPORTING INFORMATION

To continue to ensure present and future assistance regarding FPUA conformance with State Statutes and locally approved ordinances, a review of specific rules should be reviewed periodically. These services are required for miscellaneous legal opinion in the specialized field of construction, contracts, purchasing, and the Consultants Competitive Negotiations Act. The spending of this request will be dependent upon the approval of the Budgets presented to the City Commission on August 15, 2022.

ALTERNATIVES (IF ANY):

Do not approve and rely on internal staff to research the legalities of specific and specialized purchasing.

ATTACHMENTS:

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600

Board Submission Form

8/9/2022

Department: 56 - Electric & Gas Engineering

Board Meeting Date: 08/16/2022

Item Type: Consent Agenda

Subject: Blue Sky Landing

Recommendation:

Approve budget transfer of $10,000 to the Blue Sky Landing Apartments project for completion of electric infrastructure installation. The funds for this transfer are available in Project 594.This budget transfer will bring the project total to $57,550

Reviewed By Attorney:

Funds Available From: X No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director: _____

Director of Finance: MIKA, BARBARA A. Aug 1 2022 12:20PM

Director of Utilities: CISNEROS, JAVIER Aug 9 2022 12:58PM

Fort Pierce Utilities Authority

Memorandum

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Craig A. Crawford, Director of Elec & Gas Systems

FROM: Eric D. Meyer, Supervising Engineer

DATE: August 09, 2022

SUBJECT: **Blue Sky Landing**

PRESENTER(S): Eric Meyer

RECOMMENDATION:

Approve budget transfer of $10,000 to the Blue Sky Landing Apartments project for completion of electric infrastructure installation. The funds for this transfer are available in Project 594.This budget transfer will bring the project total to $57,550

SUMMARY/SUPPORTING INFORMATION

This project is for the installation of a new underground electric distribution system for a housing development requiring the installation of 1,500 ft of primary cable and two (2) 300 kVA 208/120 V pad-mounted transformers. The completion of the Sky Landing Apartment project will result in an increase in customers for electric services.

ALTERNATIVES (IF ANY):

Do not approve this budget transfer. This is not recommended as these funds are required to complete the project.

ATTACHMENTS:

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600

FPUA COMMUNITY PROUD

Board Submission Form

8/9/2022

Department: 61 - Dir. of Water/Wastewater Sys

Board Meeting Date: 08/16/2022

Item Type: Consent Agenda

Subject: Engagement of Legal Services for Vulnerability Assessment Appendix for the IWRF

Recommendation:

Approve the Engagement Letter with Erin L. Deady, P.A., of Delray Beach, Florida, in an amount not to exceed $28,875.00, for Legal Services for the creation of an Appendix to the St. Lucie County Vulnerability Assessment (VA) that targets the Island Water Reclamation Facility (IWRF) and other critical assets. The initial term of this agreement will be upon written notice to proceed and end upon final completion and acceptance by FPUA, contingent on receiving the required Certificate(s) of Insurance.

Reviewed By Attorney:

Funds Available From: ___ No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director:	HUTCHINSON, BOWDOIN G.	Jul 25 2022 3:42PM
Director of Finance:	MIKA, BARBARA A.	Aug 4 2022 2:19PM
Director of Utilities:	CISNEROS, JAVIER	Aug 9 2022 1:37PM

Fort Pierce Utilities Authority

Memorandum

TO: Javier Cisneros, P.E., Director of Utilities

FROM: Bowdoin G. Hutchinson, P.E., Director of W/WW Systems

DATE: August 09, 2022

SUBJECT: **Engagement of Legal Services for Vulnerability Assessment Appendix for the IWRF**

PRESENTER(S): Bo Hutchinson

RECOMMENDATION:

Approve the Engagement Letter with Erin L. Deady, P.A., of Delray Beach, Florida, in an amount not to exceed $28,875.00, for Legal Services for the creation of an Appendix to the St. Lucie County Vulnerability Assessment (VA) that targets the Island Water Reclamation Facility (IWRF) and other critical assets. The initial term of this agreement will be upon written notice to proceed and end upon final completion and acceptance by FPUA, contingent on receiving the required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION

The Florida Department of Environmental Protection's Resilient Florida program is the primary source for grants to offset the cost of the IWRF relocation. This program requires a VA to demonstrate the potential environmental impacts to a critical asset or area that may arise due to sea level rise, extreme tides and erosion caused by storm events, etc.
Erin L. Deady, P.A., performed the initial VA for all of St. Lucie County and is very familiar with the IWRF and other vulnerable assets within the City of Fort Pierce. The FDEP requires more focused information than is included in the county-wide St. Lucie County VA for inclusion in the Resilient Florida program. The deliverable will be the creation of an Appendix to county-wide St. Lucie County VA that meets the Resilient Florida statutory requirements. Therefore, staff recommends retaining Erin L. Deady P.A. in a not to exceed amount of $28,875 for the creation of Appendix to all-inclusive St. Lucie County VA.

ALTERNATIVES (IF ANY):

Do not approve and seek another firm to create a stand-alone VA. This is not recommended because another firm will not start with the specific knowledge of the IWRF and other critical assets and will have trouble meeting the tight Resilient Florida program application timeline.

ATTACHMENTS:

Engagement Letter (Ready for Board)

ERIN L. DEADY, P.A.

54½ SE 6th Avenue
Delray Beach, Florida 33482
erin@deadylaw.com
www.erindeadylaw.com

June 21, 2022

Bowdoin Hutchinson, P.E.
Ft. Pierce Utilities Authority
206 South 6th Street
Fort Pierce, FL 34950

Re: ***Legal services to support engagement in the Resilient Florida program including a statutorily compliant Updated Vulnerability Assessment Appendix to Support Grant Proposal for Wastewater Treatment Plan (Ft. Pierce Utilities Authority- FPUA) in compliance with Section 380.093, F.S.***

Dear Mr. Hutchinson:

Based on review of Section 380.093, F.S., this legal engagement is to complete work relative to creating an update to the St. Lucie County Vulnerability Assessment that was completed earlier in 2021 and submitted to the State of Florida Department of Environmental Protection (DEP). Many of the statutory requirements for Vulnerability Assessments outlined in Section 380.093(3), F.S. were completed in the County's Vulnerability Assessment, but the County has received another grant (awarded May 11, 2022) to complete an update to the Vulnerability Assessment meeting the rest of those statutory criteria. This engagement also provides legal services advising FPUA on the parameters and requirements of the Resilient Florida program includes those in statue and Florida Administrative Code.

DEP is currently in rulemaking developing grant evaluation criteria (in Rule 62S-8, F.A.C.) which includes the link between capital project grants and their identification in vulnerability assessments. In order to make FPUA's grant application for the relocation of the Wastewater Treatment Plant more competitive, the County's Vulnerability Assessment should identify the projects submitted for a grant application. This work is to support FPUA's project submittal with a Vulnerability Assessment Appendix, including locational map and modeling map series limited to that project. This work also includes statutory and Florida Administrative Code interpretation to make the grant application as competitive as possible.

This work does include preparation of grant applications to be submitted through DEP's project portal and analysis of the controlling legal and statutory framework to make the application as competitive as possible.

In summary, the Consultant will provide, as required in, Section 380.093, Florida Statutes, the following components for a vulnerability assessment relative to the grant projects submitted and a supporting narrative.

1. GIS data illustrating flooding and sea level rise impacts to unincorporated Monroe County.
    a. Coordinate System: FL State Plane EAST
    b. Metadata Standard
        i. GIS Location Data Standard | STD-09061811.1.1 (Rev July 2014)
        ii. Physical Data Modeling Standard | STD-09061805.2.0
        iii. Database Object Coding Standard | STD-14121501.2.0
    c. Required modeling
        i. Surge
        ii. High Tide
        iii. Rainfall
        iv. Sea level rise
            1. NOAA 2017
                a. NOAA Intermediate Low
                    i. 2040
                    ii. 2070
                    iii. 2100
                b. NOAA Intermediate High
                    i. 2040
                    ii. 2070
                    iii. 2100

2. Report detailing findings and vulnerability observations.
    a. This includes map series and map location based on the scenarios listed above

The following includes the approach to be used by the Consultant for updating the 2021 Monroe County vulnerability assessment:

Previously Obtained Data

The following was obtained via previous FDEP grant derived works. *Portions of previous works to date may exceed requirements and contribute to higher ranking but were left off this listing due to their absence in the CS/HB 7019 summary above.

1. GIS data illustrating flooding and sea level rise impacts
2. Required Modeling
    a. Sea level rise
        i. NOAA Intermediate High sea level rise curve
            1. 2040
            2. 2070
            3. 2100 (exceeds standard)
    b. Future storm surge
        i. NOAA Intermediate High 2100 + 100-yr surge
3. Report detailing findings/vulnerability observations.

It should be noted that portions of previous work to date may exceed requirements and contribute to higher ranking such as social vulnerability.

Primarily this scope of work will include the *NOAA Intermediate High and Low* sea level rise modeling, as well as a narrative *Appendix* or *Supplement* to the 2021 Vulnerability Assessment including the rationale on how requirements are met or couldn't be met within the period of time to submit project applications to DEP. It should be noted that this work only includes that which can foreseeably be completed within the timeframe for project submittals.

This will not achieve 100% with the new vulnerability assessment statutory criteria due to the time constraints with submitting projects for this year, but it will show how the proposed grant project is linked to the County's existing Vulnerability Assessment completed in 2021 and complies with relative rules and laws.

Task Overview

A. **Title: Statutorily compliant Updated Vulnerability Assessment**
B. **Goal:** Update the County's Vulnerability Assessment based on legal and rule parameters
C. **Description:** This will include the following elements related to data, analysis, modeling, mapping, and preparing metadata as required by the state for those elements that can be conducted prior to September 1, 2021 to support grant applications.

1. Additional data considerations related to capital projects
2. Sea Level Rise Impact Projection Data Processing
    a. Surge
    b. Rainfall
    c. High Tide
    d. NOAA Intermediate High
    e. NOAA Intermediate Low
        i. 2040
        ii. 2070
        iii. 2100
3. Report & Map Output
    a. Narrative relating capital projects to vulnerability assessments considering new grant evaluation standards.
    b. Rationale and justifications for statutory criteria met or scope
4. Preparing minimum required metadata based on GIS standards

SCOPE & FEE ESTIMATE

Practicable to create by early August deadline

The following output is likely to yield the highest value versus cost to produce within the understood deadline of early August to support grant application submittal by September 1, 2022.

TASK	Personnel	Hours	Hourly Rate	Total
1. Legal Strategy for project submittals, vulnerability assessment update	*ELD PA*	15 hrs	200.00	$3,000.00
2. Additional data collection	*GIS Tech*	10 hrs	75.00	$750.00
3. Flood Projection Data Processing a) Surge b) Rainfall c) High Tide	*GIS II*	75 hrs	125.00	$9,375.00
4. Report & Map Output a) Maps for each scenario listed above	*GIS II*	50 hrs	125.00	$6,250.00
b) Legal Rationale and justifications for statutory criteria met	*ELD PA*	15 hours	200.00	$3,000
5. Preparing minimum required metadata based on GIS standards	*GIS I*	40 hours	100.00	$4,000
6. Preparation of grant application based on legal program requirements	*ELD PA*	12.5	200.00	$2,500

Total estimated fee: $28,875

Given that this is an engagement for legal services, the relationship shall be governed by the rules of the Florida Bar. Please note it is likely we will be representing more than one local government in this effort, but these efforts are aligned with the County's with regard to resilience and adaptation planning. We will invoice monthly with itemized statements of time and effort spent in quarter hour increments. We look forward to working with you on this effort as the state develops these important rules for implementation. Please do not hesitate to contact me for additional information.

Sincerely,

Erin L. Deady

Erin L. Deady, Esq., AICP, LEED AP

ACCEPTED AND AGREED
FORT PIERCE UTILITIES AUTHORITY

ATTEST:

_____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY:_____
Chairman

DATE:_____

APPROVED AS TO FORM & CORRECTNESS:

BY: RNK
Fort Pierce Utilities Authority Attorney

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600

Board Submission Form

8/9/2022

Department: 93 - FPUAnet Communications

Board Meeting Date: 08/16/2022

Item Type: Consent, Contract Agreement

Subject: Broadband Data Collection - Data Request Agreement

Recommendation:

Approve Danny Retherford the Director of Utility Support Services to sign an License Agreement with CostQuest Associates, INC of Cincinnati Ohio for the purpose of obtaining required data to certify the Broadband Data Collection Form to the FCC.

Reviewed By Attorney:

Funds Available From: X No Funds Needed ___ Budgeted ___ Contingency

Approvals:

System Director: RETHERFORD, DANIEL PAUL Aug 5 2022 3:08PM

Director of Finance:

Director of Utilities: CISNEROS, JAVIER Aug 9 2022 1:39PM

Fort Pierce Utilities Authority

Memorandum

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Daniel Paul Retherford, Director of Util Support Svcs.

FROM: Jason M. Mittler, Fpuanet Communications Manager

DATE: August 09, 2022

SUBJECT: **Broadband Data Collection - Data Request Agreement**

PRESENTER(S): Jason Mittler

RECOMMENDATION:

Approve Danny Retherford the Director of Utility Support Services to sign an License Agreement with CostQuest Associates, INC of Cincinnati Ohio for the purpose of obtaining required data to certify the Broadband Data Collection Form to the FCC.

SUMMARY/SUPPORTING INFORMATION

All service providers are required to submit the Form 477 which is a set of data showing our Broadband Deployment and Subscriptions Biannual to the FCC. In efforts to provide clearer Broadband maps the FCC has put together the Broadband Data Collection (BDC) System. This system builds upon the Form 477 but requires additional data to get to a more granular level.

One of the first steps to submitting the data is signing a Data License Agreement with Conquest. This is a standard agreement that every service provider must sign to access the required data to submit the BDC.

ALTERNATIVES (IF ANY):

Do not sign. This is not recommended since all service providers are required to sign the agreement to access the required data to submit the BDC.

ATTACHMENTS:

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600

Board Submission Form

8/9/2022

Department: 22 - Materials Management

Board Meeting Date: 08/16/2022

Item Type: Regular Agenda

Subject: 15KV CIRCUIT BREAKERS

Recommendation:

POA No. 22-45: POA No. 22-45: Approve 1) Single source purchase of 15kV Circuit Breakers from ABB DE Inc., of Cary, North Carolina, in an amount not to exceed $201,642; and 2) additional funding in an amount not to exceed $200,000 annually for inventory purchases, for a total of $401,642 for the period of August 17, 2022 thru August 16, 2023.

Reviewed By Attorney:

Funds Available From: ___ No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director: _____

Director of Finance: MIKA, BARBARA A. Aug 3 2022 12:58PM

Director of Utilities: CISNEROS, JAVIER Aug 9 2022 1:38PM

Fort Pierce Utilities Authority

Memorandum

TO: Javier Cisneros, P.E., Director of Utilities

THROUGH: Daniel Paul Retherford, Director of Util Support Svcs.

FROM: Eric R. Winterstein, Cfm, Facilities And Fleet Super

DATE: August 09, 2022

SUBJECT: **15KV CIRCUIT BREAKERS**

PRESENTER(S): Eric Meyer

RECOMMENDATION:

POA No. 22-45: POA No. 22-45: Approve 1) Single source purchase of 15kV Circuit Breakers from ABB DE Inc., of Cary, North Carolina, in an amount not to exceed $201,642; and 2) additional funding in an amount not to exceed $200,000 annually for inventory purchases, for a total of $401,642 for the period of August 17, 2022 thru August 16, 2023.

SUMMARY/SUPPORTING INFORMATION

15 kV Circuit Breakers provide electrical system protection from lightning strikes, vegetation encroachment, animal contact and public vehicle accidents by de-energizing the line so that repairs can be made, if necessary. Since these items are critical to the function of the electric system, and that existing circuit breakers on the system are aging and in need of replacement, it was decided to create a stock code for these items and re-order when the quantity becomes low. These units are part of the Emergency Purchase of Goods and Services item due to their importance and standards of manufacturing.

ALTERNATIVES (IF ANY):

Do not approve this purchase and continue ordering only when we need breakers. This is not recommended as these units need to be designed by the manufacturer, resulting in long lead times when we may need them as soon as possible.

ATTACHMENTS:

Fort Pierce Utilities Authority
206 South 6th Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772-466-1600

BOARD SUBMISSION FORM

Department: 21 - Finance

Board Meeting Date: **8/16/2022**

Item: X **Regular Agenda** _____ **Consent Agenda**

Subject: Power Cost Adjustment July 2022

Recommendation:

The details for the Power Cost Adjustment presentation will be available prior to the Board Meeting date.

Reviewed By Attorney: ____ Yes X No

Funds Available From: X No Funds Needed ____ Budgeted

Approvals:

System Director: _____

Director of Financial Admin: Barbara A. Mika

Director of Utilities: Javier Cisneros

Contract 1

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600

Board Submission Form

8/10/2022

Department: 31 - Dir. of Utility Support Svcs

Board Meeting Date: 08/16/2022

Item Type: Contract Agreement

Subject: State Lobbyist Services

Recommendation:

POA No. 22-37: Accept the Proposal and Contract for State Lobbyist Services with Johnson & Blanton, LLC, of Tallahassee, Florida, in an amount not to exceed $48,500, annually. The initial term of this contract will be August 16, 2022 through August 15,2023, with four one-year renewal options, contingent on receiving the required Certificate(s) of Insurance.

Reviewed By Attorney: NA (FPUA Standard Contract)

Funds Available From: ___ No Funds Needed _X_ Budgeted ___ Contingency

Approvals:

System Director:	RETHERFORD, DANIEL PAUL	Aug 2 2022 12:45PM
Director of Finance:	MIKA, BARBARA A.	Aug 4 2022 3:05PM
Director of Utilities:	CISNEROS, JAVIER	Aug 9 2022 1:36PM

Fort Pierce Utilities Authority

Memorandum

TO: Javier Cisneros, P.E., Director of Utilities

FROM: Daniel Paul Retherford, Director of Util Support Svcs.

DATE: August 09, 2022

SUBJECT: **State Lobbyist Services (Vendor 8/3)**

PRESENTER(S): Ashley Levin, Rachel Tennant

RECOMMENDATION:

POA No. 22-37: Accept the Proposal and Contract for State Lobbyist Services with Johnson & Blanton, LLC, of Tallahassee, Florida, in an amount not to exceed $48,500, annually. The initial term of this contract will be August 16, 2022 through August 15,2023, with four one-year renewal options, contingent on receiving the required Certificate(s) of Insurance.

SUMMARY/SUPPORTING INFORMATION

Staff is currently seeking support of two separate lobbyists, one federal and one state. This contract is for state lobbyist support.

Staff identified a need for lobbyist support to access funds from the state government for various FPUA priorities including relocating the wastewater treatment plant, expanding utilities and developing FPUAnet. The State of Florida regularly prioritizes relevant projects and funds them through appropriations and agency grants that are more readily accessible if we have an existing relationship with those granting legislatures and agencies. The selected vendor is based in Tallahassee, FL and has a demonstrated record of securing funds for agencies like ours.

The Request for Proposal (RFP) was uploaded to DemandStar on June 9, 2022 and was advertised on June 12 and 19, 2022, with the opening at 11:15 AM on June 29, 2022. The RFP was sent to 50 vendors. Nine (9) vendors requested specifications with six (6) responding, resulting in a 67% response rate. Short-list listed vendors provided

presentations of their services on July 27, 2022, with evaluations completed immediately following. A recommendation was received from the Director of Utility Support Services to request authorization from the Board to accept the best evaluated proposal from Johnson & Blanton, LLC.

ALTERNATIVES (IF ANY):

Do not approve and forego state lobbyist support. State does not recommend this alternative because state lobbyist support substantially increases our likelihood of being awarded state appropriations and grant funding.

ATTACHMENTS:

FPUA Contract
Proposal (Attachment B)

FPUA
COMMUNITY PROUD

PROPOSAL RESPONSE FORM

RFP Item:	STATE LOBBYIST SERVICES

RFP Number	RFP22-37	Due Date and Time	June 29, 2022 @ 11:00 AM

The offeror agrees to furnish and deliver to the Fort Pierce Utilities Authority at the place specified, the following items or services in accordance with specifications and scope of work herein at the prices quoted below:

Description	
Yearly (not-to-exceed) cost of State Lobbyist Services	$48,500
Attach itemized Fee Schedule as a separate document	

The Proposer hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

Vendor Johnson and Blanton, LLC.

Address 537 E Park Ave

City, State, Zip Code Tallahassee, Florida 32301

Email Address Travis@TeamJB.com

Typed Name, Title Travis W. Blanton, Owner

Signature _____ **Date** June 26, 2022

Telephone # 850-224-1900 **Fax #** 850-224-1900

Is this business registered with the State of Florida as a minority-owned, disadvantaged business?

Yes / (No)

Itemized Fee Schedule

The Utilities Authority shall pay Johnson and Blanton a flat fee of $48,500 in twelve (12) installments payable as follows:

- $4,041.66 payable on July 15, 2022;
- $4,041.66 payable on August 15, 2022;
- $4,041.66 payable on September 15, 2022;
- $4,041.66 payable on October 15, 2022;
- $4,041.66 payable on November 15, 2022;
- $4,041.66 payable on December 15, 2022;
- $4,041.66 payable on January 15, 2023;
- $4,041.66 payable on February 15, 2023;
- $4,041.66 payable on March 15, 2023;
- $4,041.66 payable on April 15, 2023;
- $4,041.66 payable on May 15, 2023; and
- $4,041.66 payable on June 15, 2023.

FPUA
COMMUNITY PROUD

PROPOSAL RESPONSE FORM

RFP Item:	STATE LOBBYIST SERVICES

RFP Number	RFP22-37	Due Date and Time	June 29, 2022 @ 11:00 AM

The offeror agrees to furnish and deliver to the Fort Pierce Utilities Authority at the place specified, the following items or services in accordance with specifications and scope of work herein at the prices quoted below:

Description	
Yearly (not-to-exceed) cost of State Lobbyist Services	$48,500
Attach itemized Fee Schedule as a separate document	

The Proposer hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

Vendor Johnson and Blanton, LLC.

Address 537 E Park Ave

City, State, Zip Code Tallahassee, Florida 32301

Email Address Travis@TeamJB.com

Typed Name, Title Travis W. Blanton, Owner

Signature _____ **Date** June 26, 2022

Telephone # 850-224-1900 **Fax #** 850-224-1900

Is this business registered with the State of Florida as a minority-owned, disadvantaged business?

Yes / (No)

Itemized Fee Schedule

The Utilities Authority shall pay Johnson and Blanton a flat fee of $48,500 in twelve (12) installments payable as follows:

- $4,041.66 payable on July 15, 2022;
- $4,041.66 payable on August 15, 2022;
- $4,041.66 payable on September 15, 2022;
- $4,041.66 payable on October 15, 2022;
- $4,041.66 payable on November 15, 2022;
- $4,041.66 payable on December 15, 2022;
- $4,041.66 payable on January 15, 2023;
- $4,041.66 payable on February 15, 2023;
- $4,041.66 payable on March 15, 2023;
- $4,041.66 payable on April 15, 2023;
- $4,041.66 payable on May 15, 2023; and
- $4,041.66 payable on June 15, 2023.

FORT PIERCE UTILITIES AUTHORITY
CONTRACT FOR
STATE LOBBYIST SERVICES
POA NO. 22-37

Contract is made between **Fort Pierce Utilities Authority (FPUA)** and **Johnson & Blanton, LLC**, of the City of Tallahassee, State of Florida, hereinafter referred to as Contractor.

The parties to this Contract in consideration of the mutual covenants and stipulations set out herein agree as follows:

Section 1
Contractor shall be defined as an individual, firm, or corporation having a direct contract with FPUA or with any other subcontractor in the performance of a part of the work contracted for under the terms of Contractor's direct contract with FPUA.

Section 2
Contractor is hereby contracted with to perform the following services: provide lobbying services to FPUA in accordance with RFP No. 22-37, and Contractor's proposal (Attachment B) appended hereto, hereinafter referred to as Specifications, and made a part thereof of this Contract. In the event of a conflict between the terms of this Contract and the terms and conditions of any proposal, quote, statement of work, or purchase order provided by Contractor the terms of this Contract shall take precedence and control.

Section 3
The services to be performed by Contractor shall be on the following site(s), hereinafter referred to as Project Site: sites are not specified and will take place in various locations.

Section 4
The job upon which Contractor is to perform the services shall be referred to as the State Lobbyist Services, RFP 22-37 job.

Section 5
Contractor shall be paid by FPUA in the following manner: monthly and in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes. The calculations shall begin using the date the invoice was received. Invoices should be sent to AP@FPUA.com or may be mailed to FPUA Attn: Accounts Payable, PO Box 3191, Fort Pierce, Florida 34948-3191.

Total job price: not to exceed $48,500.00 (forty-eight thousand five hundred dollars and no cents) annually on the terms contained in the Contractor's proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract.

Section 6
Contractor shall, under no circumstances, look to FPUA to provide any labor or equipment for Contractor. Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Contract, shall be at the sole risk of Contractor.

Section 7
Contractor shall provide certificate of insurance to FPUA setting forth the type and amount of insurance carried by Contractor and conforming to the minimum requirements set forth in Attachment A. All requirements of this section shall be approved by FPUA.

Section 8
This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

Section 9
This Contract shall commence on August 16, 2022 and end on August 15, 2023. There shall be four (4) one (1) year renewal options on terms and conditions that are mutually acceptable to the parties in writing. This Contract will remain in effect in the event of a natural disaster, pandemic or other emergency event(s).

Section 10
Contractor acknowledges and understands that he is an independent contractor in his relationship to FPUA.

Section 11
This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

Section 12
FPUA shall have the right to terminate said Contract by giving Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. FPUA will determine in its sole judgment what constitutes a satisfactory level of service.

FPUA may terminate this Contract in accordance with the following terms and conditions:

A. **Termination for Convenience.** FPUA may, when in the interests of FPUA, terminate performance under this Contract by Contractor, in whole or in part, for the convenience of FPUA. FPUA shall give written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall incur no further obligation in connection with the work so terminated, other than warranties and guarantees for completed work, and Contractor shall stop work when such termination becomes effective. Contractor shall also

terminate outstanding orders and subcontracts for the affected work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. FPUA may direct Contractor to assign Contractor's rights, title and interest under termination orders or subcontracts to FPUA or its designee. Contractor shall transfer title and deliver to FPUA such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as Contractor has in their possession or control. When terminated for convenience, Contractor shall be compensated as follows:

i. Contractor shall submit a termination claim to FPUA specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by FPUA. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, FPUA shall pay Contractor an amount derived in accordance with subsection (iii) below:

ii. FPUA and Contractor may agree to the compensation, if any, due to Contractor hereunder;

iii. Absent agreement to the amount due to Contractor, FPUA shall pay Contractor the following amounts:

   a) Contract costs for labor, materials, equipment and other services accepted to FPUA's satisfaction under this Contract;

   b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating Contractor's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and

   c) Reasonable costs of settling and paying claims arising out of the termination of subcontractors or order pursuant to subsection A of this section (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and Contractor shall be limited by FPUA's right to direct the replacement of subcontractors under section 12.A.

   The total sum to be paid Contractor under this subsection A shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

B. **Termination for Cause.** If Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligation for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then FPUA, in addition to any other rights it may have against Contractor or others, may immediately terminate the performance of Contractor, in whole or in part at FPUA's sole option, and assume possession of the Project Site and all materials and equipment at the site and may complete the work.

In such case, Contractor shall not be paid further until the work is complete. After completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to FPUA of completing the work, including all costs and expenses of every nature incurred, has been deducted by FPUA, such remainder shall belong to Contractor. Otherwise, Contractor shall pay and make whole FPUA for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of Contractor is terminated by FPUA for cause pursuant to this subsection B and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection A and the provisions of subsection A shall apply.

C. **Termination for Non-Appropriation.** FPUA may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection A.

D. FPUA's rights under this section shall be in addition to those contained elsewhere herein or provided by law.

Section 13

A. **Indemnification.** Contractor shall indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or used by Contractor in the performance of this Contract.
B. **Audit Rights.** In accordance with section 2-439 of the City of Fort Pierce Code of Ordinances, FPUA has the right to audit the books and records of Contractor under any Contract other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such Contract. Such books and records shall be maintained by Contractor for a period of three (3) years from the date of final payment under the Contract.
C. **No Assignment or Third-Party Rights.** Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of FPUA. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than FPUA and Contractor.
D. **Consequential Damages.** Neither party shall be liable to the other for any incidental, consequential, exemplary, special, or punitive damages, including lost profits, that may arise in connection with this Contract, regardless of the cause of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party was advised of the possibility of such damages in advance.
E. **Choice of Law and Venue.** This Contract shall be construed in accordance with the laws of the State of Florida, without consideration of any conflict of law principles. Venue shall be in the federal or state courts in St. Lucie County.

F. **E-Verify Required.** Pursuant to 448.095, Florida Statutes, FPUA and every Contractor and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must

use the E-Verify system (www.e-verify.gov) to verify the work authorization status of any newly hired employees. If a Contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the Contractor with an affidavit stating that it does not employ, contract or subcontract with any person not authorized to work in the United States. The contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any Contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. Pursuant to 448.095 a contract terminated under this provision is not a breach of contract.

G. **Scrutinized Companies List.** Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for $1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By signing below Contractor certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the forgoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

H. **Public Records.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.

To the extent the Contract includes providing services and acting on behalf of a FPUA as provided under section 119.011(2), Florida Statutes, the Contractor agrees to comply with Florida Public Records Law, Chapter 119, Florida Statutes, and shall:

1) Keep and maintain public records required by FPUA to perform the service;

2) Upon request from FPUA's custodian of public records, provide FPUA 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 Chapter 119 or as otherwise provided by law;

3) 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 FPUA;

4) Upon completion of the Contract, transfer, at no cost to FPUA, all public records in possession of the company or keep and maintain public records required by FPUA to perform

the service. If all public records are transferred to FPUA upon completion of the contract Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor maintains public records upon completion of the contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FPUA upon request in a format compatible with FPUA's information technology systems.

I. **Trade Secret or Confidential Material.** In accordance with Florida Statutes, including 119.01 (Public Records) and 815.045 (Trade Secret Information), if Contractor considers any information related to this Contract or the services to be provided to FPUA thereunder to be a trade secret or confidential material under Florida or federal law(s), Contractor shall designate such portions of the material by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (hereinafter the Confidential Material). If FPUA receives a public records request for the Confidential Material FPUA will provide only the materials not designated confidential or trade secret. If the requester of the information asserts a right to examine the Confidential Material FPUA will notify Contractor, and Contractor shall be responsible for responding to and resolving any claims for access to the Confidential Material. If FPUA is served with a request for discovery or order related to the Confidential Material, FPUA will promptly notify Contractor, and Contractor shall be responsible for filing the appropriate motion, objection, or seek an injunction to prevent disclosure of its Confidential Material. FPUA will provide the Confidential Material only if the Contractor fails to take appropriate action to protect the Confidential Material from disclosure within the timeframe(s) established by the applicable statute, rule or order. The Contractor agrees to protect, defend, and indemnify FPUA and its members and employees from all claims, fines or costs, including attorney's fees, arising from or relating to the designation of Confidential Material.

[signatures are on the following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed and delivered in the presence of:

JOHNSON & BLANTON, LLC

BY: _____
Signature/Officer of Firm (Manual)

Travis Blanton
Name (Typed or Printed)

TITLE: Partner

DATE: 8/9/2022

ATTEST:

_____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: _____

ATTACHMENT A

REQUIRED LIMITS OF INSURANCE
FOR
FORT PIERCE UTILITIES AUTHORITY
TYPE III

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA, and its members, officials, officers and employees.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$ 500,000	(Each Accident)
	$ 500,000	(Disease-Each Employee)
	$1,000,000	(Disease-Policy Limit)

Commercial General Liability - The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability policy. FPUA (and if required the project engineer) and its board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	$1,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

Automobile Liability - Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$500,000

Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater. Such insurance shall be provided on an all risk basis. The minimum amount of insurance shall be 100% of the installed replacement value of the installation.

Professional Liability - If the Contract includes a requirement for professional liability insurance, such insurance shall be on a form acceptable to FPUA and shall cover the Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claims made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$1,000,000 Project Specific

Miscellaneous Provisions - The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor.

The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Agreement or otherwise. If Contractor obtains insurance with higher limits than the requirements herein, those higher limits shall apply.

Evidence of Insurance - Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA. **An appropriate Certificate of Insurance (identifying the project) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance.** With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

Until such insurance is no longer required by this Agreement, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Contractor shall, within thirty (30) days of a written request from FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein.

Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.

Certificates of Insurance must be completed as follows:

Additional Insured:
Fort Pierce Utilities Authority (and if required the project engineer) and its board members, officials, officers and employees

Certificate Holder
Fort Pierce Utilities Authority
Attn: Risk Management
PO Box 3191
Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@fpua.com

(Rev. 02/2019)

RETURN TO: Purchasing Program Manager Fort Pierce Utilities Authority [redacted]: 206 South 6th Street Fort Pierce, FL 34950 [redacted]: 206 South 6th Street Fort Pierce, FL 34950	**Fort Pierce Utilities Authority (FPUA)** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Contact: Nancy J. Palka PurchasingManager@fpua.com (772) 466-1600 x3272	**RFP No:** RFP22-37
Pre-Proposal Conference Date: N/A	**RFP Title:** STATE LOBBYIST SERVICES
Pre-Proposal Conference Location: N/A	**RFP Opening Event:** **Wednesday, June 29, 2022 @ 11:15AM** Proposal Openings shall ONLY be conducted via a Webex Meeting, see instructions, go to SECTION IV – Special Terms and Conditions and Additional Instructions to Proposers – **Item No. 12.**
Sealed Proposal Due Date & Time Deadline: **Wednesday, June 29, 2022 @ 11:00 AM**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.**
Proposer Name: Johnson and Blanton, LLC. **Mailing Address:** P.O. Box 10805 Tallahassee, Florida 32302	***I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this proposal for the Proposer.*** X _____ **Authorized Signature (Manual)**
Phone Number: 850-224-1900	**Typed or Printed Name:** Travis W. Blanton
Fax Number: 850-224-1900	**Title:** Owner
E-Mail Address: Travis@TeamJB.com	**Delivery in** N/A **days, After Receipt of Order**
Delivery: FOB Destination	**Payment Terms:** Net 45 Days
Bid Security is attached, when required, in the amount of $ N/A	**If returning as a "No Proposal," please state reason:**

FPUA
COMMUNITY PROUD

PROPOSAL RESPONSE FORM

RFP Item:	STATE LOBBYIST SERVICES

RFP Number	RFP22-37	Due Date and Time	June 29, 2022 @ 11:00 AM

The offeror agrees to furnish and deliver to the Fort Pierce Utilities Authority at the place specified, the following items or services in accordance with specifications and scope of work herein at the prices quoted below:

Description	
Yearly (not-to-exceed) cost of State Lobbyist Services	$48,500
Attach itemized Fee Schedule as a separate document	

The Proposer hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

Vendor Johnson and Blanton, LLC.

Address 537 E Park Ave

City, State, Zip Code Tallahassee, Florida 32301

Email Address Travis@TeamJB.com

Typed Name, Title Travis W. Blanton, Owner

Signature _____ **Date** June 26, 2022

Telephone # 850-224-1900 **Fax #** 850-224-1900

Is this business registered with the State of Florida as a minority-owned, disadvantaged business?

Yes / (No)

Itemized Fee Schedule

The Utilities Authority shall pay Johnson and Blanton a flat fee of $48,500 in twelve (12) installments payable as follows:

- $4,041.66 payable on July 15, 2022;
- $4,041.66 payable on August 15, 2022;
- $4,041.66 payable on September 15, 2022;
- $4,041.66 payable on October 15, 2022;
- $4,041.66 payable on November 15, 2022;
- $4,041.66 payable on December 15, 2022;
- $4,041.66 payable on January 15, 2023;
- $4,041.66 payable on February 15, 2023;
- $4,041.66 payable on March 15, 2023;
- $4,041.66 payable on April 15, 2023;
- $4,041.66 payable on May 15, 2023; and
- $4,041.66 payable on June 15, 2023.

Johnson + Blanton, LLC

PROPOSAL SUBMITTAL CHECKLIST

RFP22-37:	STATE LOBBYIST SERVICES

This Proposal Submittal Checklist includes all of the documents that must be provided, with signature(s) when specified, in order for your Proposal Response to be fully compliant. It is the responsibility of each Proposer to submit all the required document(s), with the exception of those labeled as "Not-Mandatory," and to read and comply with the Request for Proposal in its entirely. Please submit in the following order:

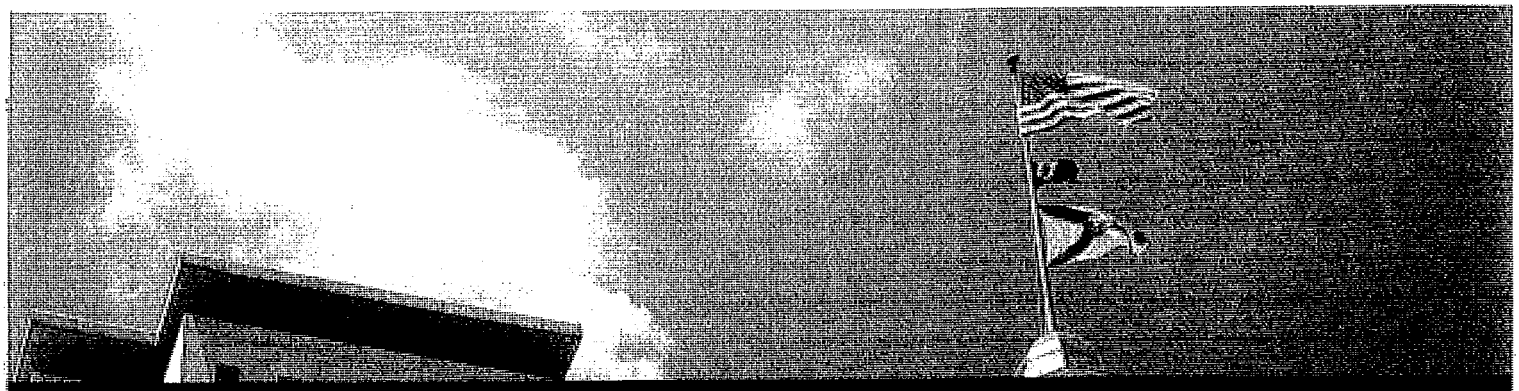
ITEM	DESCRIPTION	Indicate if items are included with Bid: YES	NO/NA
REQUIRED DOCUMENTS:			
1	REQUEST FOR PROPOSAL AND PROPOSER ACKNOWLEDGEMENT (COVER PAGE), *SIGNED*	✓	✓
2	TITLE PAGE	✓	✓
3	TABLE OF CONTENTS	✓	✓
4	COVER LETTER	✓	✓
5	LIST OFFICE LOCATIONS	✓	✓
6	ORGANIZATIONAL PROFILE	✓	✓
7	FISCAL SOLVENCY	✓	✓
8	LIST OF KEY PERSONNEL & STAFF	✓	✓
9	PROJECT EXPERIENCE	✓	✓
10	QUALIFICATIONS & PROOF OF LICENSING (CITY/COUNTY)/CERTIFICATIONS	✓	✓
11	MINIMUM OF THREE (3) REFERENCE CHECK FORMS	✓	✓
12	PROJECT APPROACH	✓	✓
13	REQUIRED PROOF OF INSURANCE	✓	✓
14	IRS FORM W-9	✓	✓
15	DRUG-FREE WORKPLACE, *SIGNED IF SUBMITTING*, (NOT MANDATORY)	✓	✓
16	NON-COLLUSION AFFIDVAIT, *SIGNED AND WITNESSED*	✓	✓
17	REGISTRATION WITH FLORDA DEPARTMENT OF STATE	✓	✓
18	STATE OF FLORIDA LOBBYIST REGISTRATION	✓	✓
19	LOBBYIST DISCLOSURE REQUIREMENT	✓	✓
20	ADDITIONAL DATA	✓	✓
21	PROPOSAL RESPONSE FORM, *SIGNED*	✓	✓
22	ALL PROPOSAL ADDENDUM(S), WHEN ISSUED, *SIGNED*	✓	✓
REMINDERS:			
	PERSON WHO SIGNS THE BID PACKAGE MUST HAVE AUTHORITY TI SUBMIT A PROPOSAL ON BEHALF OF THE COMPANY	✓	
	ALL PRICES, PRICE EXTENSIONS AND TOTALS HAVE BEEN THOROUGHLY REVIEWED FOR MATHEMATICAL ACCURACY, AND ALL PRICE CORRECTIONS INITIALED	✓	
	TOP SECTION OF REFERENCE CHECK FORM(S) IS FILLED-OUT	✓	
	TWO (2) COMPLETE PROPOSAL PACKAGES (ONE ORIGINAL AND ONE DIGITAL COPY) INCLUDED	✓	
	OUTSIDE OF PROPOSAL EVELOPE/BOX CLEARLY MARKED AS REQUIRED OR APPLY SUPPLIED LABEL	✓	

When preparing all documents, be sure to use the proper company legal entity name as it is registered in the state in which you are established, followed by any DBA/fictitious name.

Company Johnson and Blanton, LLC. Signature [signature] Date: June 26, 2022

JOHNSON + BLANTON

RELATIONSHIP IS EVERYTHING



Fort Pierce Utilities Authority
RFP 22-37
State Lobbyist Services
June 29, 2022

Presented By:

Johnson & Blanton
Travis Blanton
537 E Park Ave
Tallahassee FL 32301
850-224-1900
Jon@TeamJB.com

Table of Contents

TAB 1 – COVER LETTER 3

TAB 2 – OFFICE LOCAITONS 4

TAB 3 – ORGANIZATIONAL PROFILE – LIST OF KEY PERSONNEL AND STAFF 5

TAB 4 – FISCAL SOLVENCY 9

TAB 5 – LIST OF KEY PERSONNEL AND STAFF 10

TAB 6 – PROJECT EXPERIENCE 16

TAB 7 – QUALIFICATIONS 19

TAB 8 – REFERECNES 21

TAB 9 – PROJECT APPROACH 22

TAB 10 – PRROF OF INSURANCE 23

TAB 11 – FORMS 25

TAB 12 – REGISTRATION WITH STATE OF FLORIDA DEPARTMENT OF STATE 26

TAB 13 – STATE OF FLORIDA LOBBYIST REGISTRATION 27

TAB 14 – LOBBYIST DISCLOSURE REQUIREMENT 28

TAB 15 – ADDITIONAL DATA 29

TAB 1 – COVER LETTER

Fort Pierce Utilities Authority
ATTN: Nancy J. Palka
206 South 6th Street
Fort Pierce, FL 34950

Ms. Palka,

Thank you for the opportunity to submit an official proposal for consideration to offer governmental consulting to Fort Pierce Utilities Authority for state lobbying services in Florida.

We are pleased to submit the attached proposal and are prepared to advance Fort Pierce Utilities Authority' objectives at the state level. The Johnson & Blanton team is ready to connect with stakeholders, interested parties, key leadership, and decision-makers to raise the awareness of Fort Pierce Utilities Authority' goals, objectives, and progress over the last few years.

It is our pledge that we will strive to obtain optimum results for all of our partners. The same applies to Fort Pierce Utilities Authority. We have extensive experience and demonstrated success in both the budget and policy-making process. It is our goal to build a long-term relationship with our clients by providing demonstrable results and making them a priority.

By working together with Fort Pierce Utilities Authority' leaders, we believe we can, as a team, produce a focused effort that will achieve equitable and lasting results for you and your company.

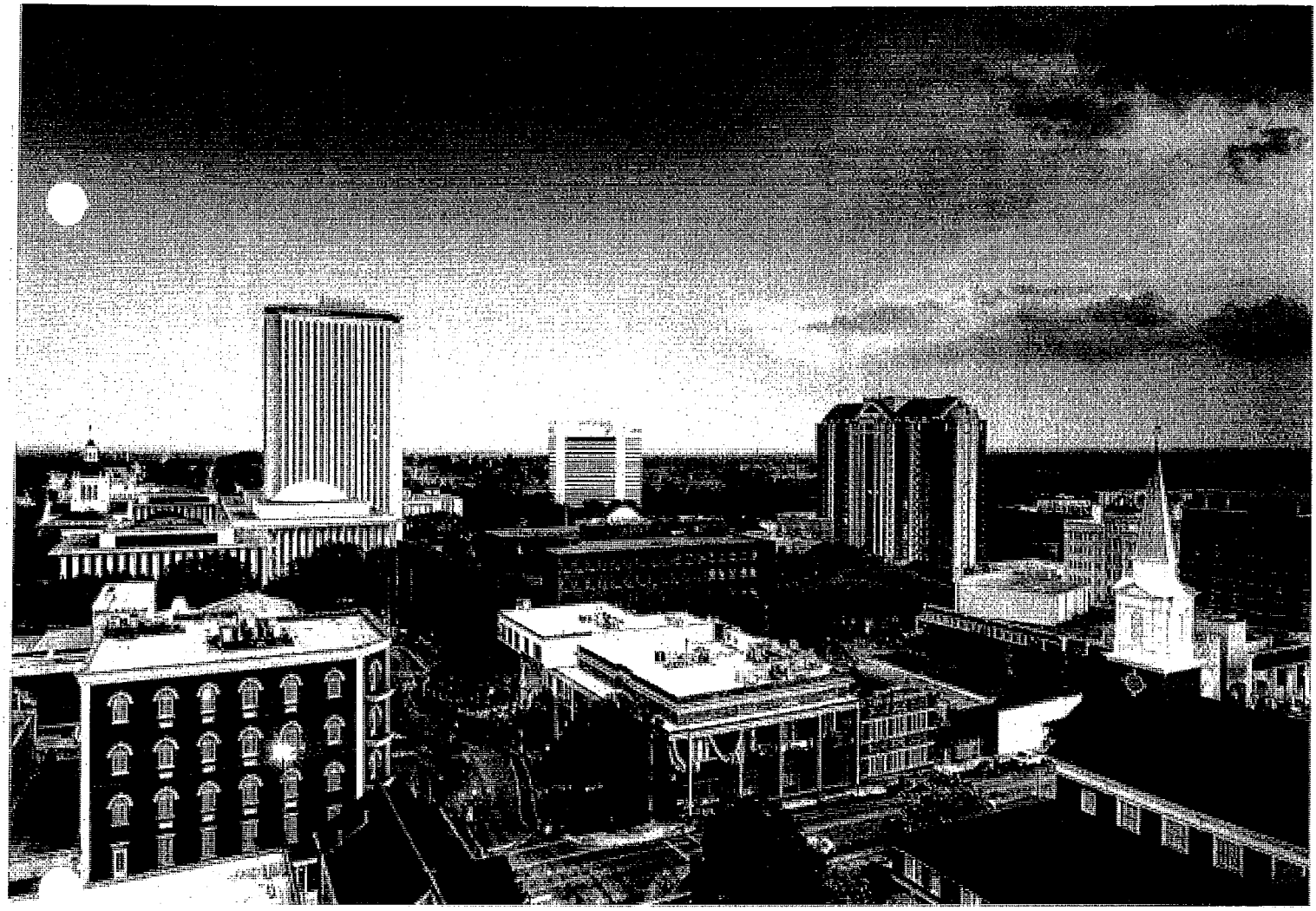
Johnson & Blanton has determined that no conflicts exist between its current clients and Fort Pierce Utility Authroity, and, given the make-up of its existing client base and the nature of its work for these clients, Johnson & Blanton does not foresee that any such conflicts will present themselves in the future.

Please do not hesitate to contact us by phone or fax at (850) 224-1900, by e-mail at Jon@TeamJB.com, or Travis@TeamJB.com or by mail at 537 E Park Ave, Tallahassee, FL, 32303 if you have any questions or if you need any additional information.

We will make ourselves available inside and outside of business hours by phone or email as needed during the duration of this contract.

Thank you for your kind consideration.

Travis Blanton



TAB 2 – OFFICE LOCAITONS

Johnson & Blanton have one office location in downtown Tallahassee, less than one mile from the state capitol complex.

JOHNSON & BLANTON, LLC.
537 E Park Ave
Tallahassee FL 32301
850-224-1900

TAB 3 – ORGANIZATIONAL PROFILE – LIST OF KEY PERSONNEL AND STAFF

- **Total Number of employees.**
  - Six.

- **Describe firm including the size and range of activities.**
  - Johnson & Blanton (Team JB) are one of Tallahassee's most respected lobbying firms, established in 1995 in the heart of Downtown Tallahassee. With over 100 years of cumulative experience and more than 50 years of combined senior-level agency experience stretching across our members, Johnson & Blanton has grown into one of the state's finest government relations firms.

    Our skill in navigating the legislative and budget process is unsurpassed and much sought after. This skill, combined with Johnson & Blanton's ability to repeat and refresh messages that must be continually kept in the forefront for legislators and regulators whose attention might otherwise drift, is a hallmark of Johnson & Blanton's method of operation. It is the art of pleasant persistence to be

persuasive without being annoying when delivering a message over time that must not be forgotten. Our trusted name with Florida's decision makers has allowed Johnson & Blanton to achieve a strong track record of success for clients. With decades of experience in both creating and implementing public policy, our knowledge base spans diverse industrial sectors including multinational corporations, professional and trade associations, non-profits, and local governments.

Johnson & Blanton represent a variety of corporate and non-profit clients in front of the Florida government. Nowhere will you find the depth and breadth of experience than through the professionals at Johnson & Blanton. With positions held in Florida government, state agencies, and political organizations, we have not only led the discussion on public policy and legislative issues impacting Florida businesses but have had a seat at the table, forming the debate.

- **A description of the role each staff member who will be responsible for performing the work with regard to this RFP and monitoring the contract.**
    - Jon Johnson:
        - Jon will serve as lead on the contract. He will be the primary point of contact for FPUA. He will participate in meetings with FPUA in both Ft. Pierce and Tallahassee. He will also attend meetings of the board upon invitation. He will make sure Travis [Blanton], Darrick [McGhee], and Eric [Prutsman] are engaged and available to attend when requested. He makes sure the Johnson & Blanton are fully briefed on FPUA's priorities.
    - Travis Blanton:
        - Travis will provide direct support to Jon on behalf of FPUA relating to appropriations requests and identified meetings with Legislative and Executive Branch leadership.
    - Darrick McGhee:
        - Darrick will provide direct support to Jon on behalf of FPUA relating to legislative public policy requests and state agency requests (i.e. – meetings). He will also provide support in scheduling and attending meetings with Legislative Executive Branch meetings.
    - Eric Prutsman:
        - Eric will also provide direct support to Jon on behalf of FPUA relating to legislative public policy and state agency requests.

- **Identify the primary individual responsible for supervising the work.**
    - Jon Johnson

- **Proposer shall identify projects of a similar nature in which each staff member has been involved.**
    - Johnson & Blanton operates as a team. Unlike large firms that silo out their work, we bring all hands-on deck. We believe the client's priorities are the primary focus

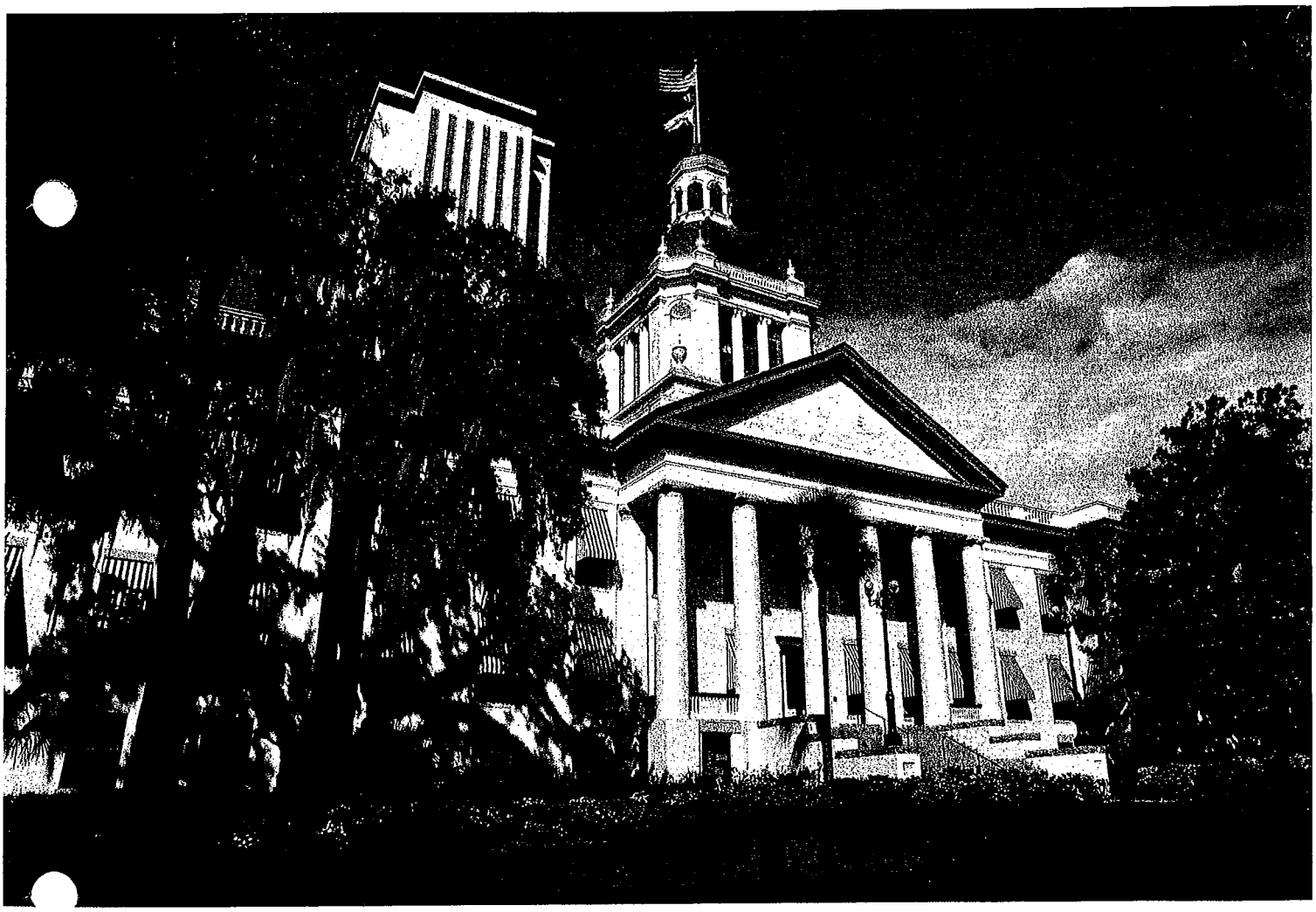
not individual successes. Our firm has direct experience with the type of issues outlined specific to FPUA. Here are a few examples of team successes that are of a similar nature.

- Over the past few Legislative Sessions, including 2022, Johnson & Blanton has successefully secured requested appropriations for Santa Rosa County.
- Passed legislation in 2018 that streamlined pharmacy permitting for large hospital systems.
- Worked with the Florida Retail Federation over the past few years to pass sales tax holidays including the Back-to-School Sales Tax Holiday and the Disaster Preparedness Sales Tax Holiday.
- Passed legislation in 2018 that strengthens the statutes for trespassing on airport property on behalf of the Florida Airports Council.
- Defeated legislation over the past few years that would change the project bidding process for engineers.
- Defeated legislation that would have placed unneeded and cumbersome restrictions on Metro Planning Organizations that would have reduced board membership and weighted vote among other issues.
- Passed legislation that created online learning for real estate appraisers in addition to classroom setting.
- Worked with the Florida League of Cities and the Association of Counties to defeat the CRA bill that dramatically limited the efficacy of CRA's in dealing with slums and blight along with over burdensome transparency and accountability requirements.
- Passed legislation in 2017 that provides for medication synchronization within pharmacies on behalf of Pfizer.
- Passed legislation relating to rural hospitals on behalf of Florida Hospital.
- In 2013, worked with Pfizer to support a grass roots campaign to support the use of Epi-Pens in schools. Have also worked extensively with grass roots organizations on smoking cessation programs.
- Worked with Step Up for Students for more than eight years in a row successfully passing legislation for the Corporate Income Tax Credit Scholarship Program.
- In 2010, worked to pass red light camera legislation. In 2011, defeated an attempt to repeal red light cameras.

- **A general statement of the proposer's current workload and the ability to incorporate FPUA's workload needs.**
  - At Johnson & Blanton, our firm is founded on connecting our clients with people who help them reach their goals. Our integrity is very important to us; our business philosophy depends on building trust among our clients and our friends and colleagues throughout the state.
  - An effective government relations strategy always depends on maintaining robust relationships with elected officials, key state agencies and their staff to make certain that on behalf of our clients we have a persuasive impact at all levels of

government. We work diligently to maintain personal contacts that reach from the state's highest levels of leadership to the staff that work to keep the wheels of government rolling. Often the staff can open doors that might otherwise be closed.

- Here is what sets us apart: besides our century of knowledge, experience and passion, our team has invested years in proactive early relationship-building that creates greater and more timely access to policymakers – something that could be very beneficial to FPUA.
- No matter what your objectives may be, navigating the labyrinth of Florida's political landscape and government bureaucracy can be difficult and complex. It takes experienced guides with in-depth knowledge to navigate you through the process. Johnson & Blanton works closely with all our clients equally to reach their objectives, which may include passing substantive legislation or perhaps defeating initiatives that can hurt their clients. We each bring subject matter expertise to the budget process, working on those initiatives from their inception through the final budget decisions.
- It is beneficial to any client's goals to have a comprehensive lobbying strategy to increase their influence, maximize support, and minimize opposition. At Johnson & Blanton, our insight, our relationships, and our ability to get to the right decision makers can help our clients increase their influence through strategic partnerships and profitable opportunities. It may take years of networking and persistence to achieve your policy objectives, or it may take a one-hour meeting with a key official. Whatever your goal, you can be confident that Johnson & Blanton has the integrity, information, and influence to help you reach it.
- Johnson & Blanton is one of Tallahassee's most respected lobbying firms, representing a variety of corporate and non-profit clients in the Florida government. Nowhere will you find the depth and breadth of experience than through the professionals at Johnson & Blanton. With over 50 years of combined senior level positions held in Florida government, state agencies, and political organizations, we have not only been privileged to lead discussions on public policy and legislative issues impacting Florida's businesses, non-profit agencies, and local government entities, but have had a seat at the table in forming the debate



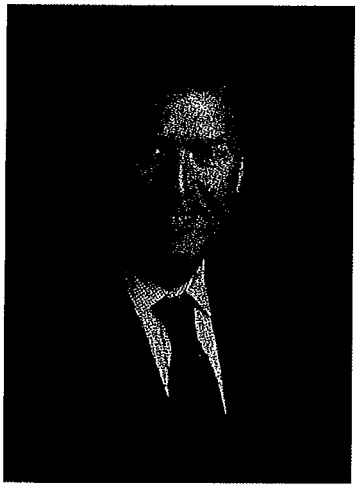
TAB 4 – FISCAL SOLVENCY

Currently, Johnson & Blanton banks with Prime Meridian Bank in Tallahassee Florida.

Bank Name: Prime Meridian Bank
Bank Contact Name: Mary Stafford
Phone Number: 850-907-2365
Address: 1471 Timberlane Rd, Tallahassee, FL 32312

TAB 5 – LIST OF KEY PERSONNEL AND STAFF

Jon Johnson



Jon Johnson formed Johnson and Associates in 1995, which became Johnson & Blanton ten years later. Jon's lobbying and political consulting experience includes diverse areas such as healthcare, managed care, worker's compensation, professional regulation, insurance, telecommunications, utilities and criminal justice.

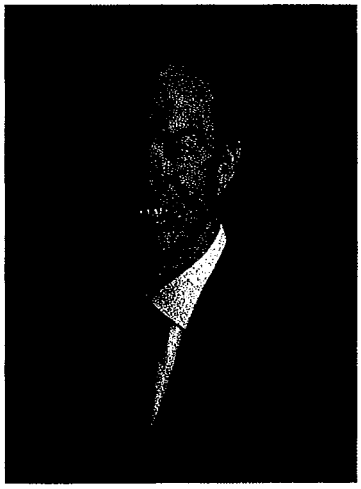
A dean's list student at Florida State University, Jon entered politics through the Republican Party of Florida, where he served as a fundraiser for significant donors and as a campaign consultant to legislative candidates. At only 20 years old, he was appointed deputy finance director, one of the youngest people in the nation to hold such a position with the party.

Jon went on to serve the administration of Governor Bob Martinez, overseeing the Department of Professional Regulation's external and political affairs, including the public relations office and a selection of members for 32 professional boards.

After his government service, Jon coordinated state agency relations and lobbying as the director of government relations for the Florida Medical Association, assisting the association in developing Political Action Committee campaign strategies and grassroots programs.

- Education: Florida State University
- Years of experience with the firm: 27
    - Total years of relevant experience: 32
- No professional license or registration
- Expertise in both the state budget process, political process, and public policy. With over 30 years of experience, he's regarded in handling of client priorities and advancements.
- Licenses, if applicable
    - N/A
- Other Professional Qualifications/Credentials (Publications, Training, Awards, etc.)
    - In 2018, Jon was named one of the 100 Most Influential People in Florida Politics (INFLUENCE Magazine)
    - In 2017, Jon was awarded Appropriations Lobbyist of the Year Runner-Up. (Influence Magazine)
    - In 2014, Jon was awarded Association TRENDS Leading Association Lobbyist.

Travis Blanton



Travis Blanton joined Johnson and Associates in 2002, which became Johnson & Blanton in 2005. His extensive experience in Florida government includes serving as the chief of staff for the Agency for Health Care Administration (AHCA), responsible for administering Florida's $20 billion Medicaid program and regulating more than 19,000 health care facilities throughout the state.

As part of Governor Jeb Bush's administration, Travis managed the staff at AHCA's legislative affairs office in Washington, DC. He was responsible for all external communications between the agency and its stakeholders, both inside and outside the government. His duties also included policy development and implementation for the agency secretary and deputy secretaries.

A veteran of countless policy battles, Travis has also served as the legislative affairs director for the Florida Department of Elder Affairs, where his accomplishments included winning unprecedented new funding for senior programs.

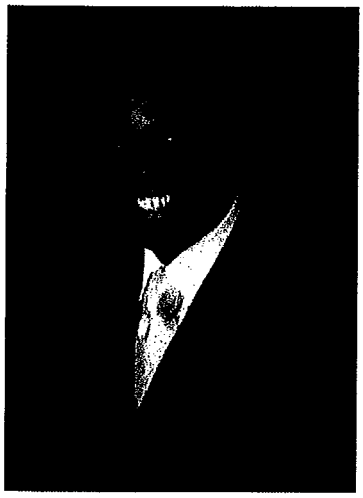
Travis began his career in politics and public policy while still a student at Florida State University studying political science, interning for state Senator Curt Kiser and staffing the Florida Senate. He rose to become senior Senate liaison for the Republican Party of Florida, where his roles included chief fundraiser for Senate campaigns.

Travis has proudly proven to be successful, accurate and efficient in implementing the firm's services offered. He has cultivated countless professional relationships over his years working in both the public and private sectors.

- Education: Florida State University
- Years of experience with the firm: 20
    - Total years of relevant experience: 24
- No professional license or registration
- Expertise in state budget process, from LBR development, to working with Governor's on what is included in his recommended budget, to working with house and senate staff and legislators on getting items included in the GAA and with specific state agencies for implementation. Also is knowledgeable of the political process and state agency roles.
- Licenses, if applicable
    - N/A
- Other Professional Qualifications/Credentials (Publications, Training, Awards, etc.)
    - In 2018, Travis was named one of the 100 Most Influential People in Florida Politics (INFLUENCE Magazine)

JB

Darrick D. McGhee, Sr.



Mr. Darrick D. McGhee, Sr. is an anomaly. He is a Lobbyist and a Pastor.

He is an active registered lobbyist, currently serving as Chief Operating Officer for Johnson & Blanton, LLC. He has over two decades of experience in state government and politics. Prior to his current role, he was the Director of Legislative Affairs for the Executive Office of Governor Rick Scott. In this capacity, he was responsible for advocating and securing passage of the Governor's legislative priorities. He ensured the proper and legal administration of the Governor's legislative role throughout the legislative process and provided counsel and support to the Governor and other staff members with regard to legislative and executive issues. In this role, Darrick also oversaw the Legislative Affairs Directors for each of the executive agencies.

Before joining the Executive Office of Governor Rick Scott, he served in multiple senior leadership roles with the Department of Economic Opportunity. While at this agency, he was the interim Executive Director, Chief of Staff, and the Director of Legislative and Cabinet Affairs. He also served as Legislative Affairs Director for three additional state agencies: The Departments of Education, Business and Professional Regulation, and Elder Affairs respectively. These roles spanned over three gubernatorial Administrations: Governors Rick Scott, Charlie Crist, and Jeb Bush.

Darrick, who has over two decades of preaching ministry experience, is the Founding Pastor of Bible Based Church in Tallahassee, Florida, where he resides with his wife and their two children.

He received his formal education at Florida Agricultural & Mechanical University (FAMU). Here he earned his Bachelor of Arts in Political Science and Religion (2000).

He is a 2020-21 Marquis Who's Who in America Inductee. Named one of the 100 Most Influential People in Florida Politics by INFLUENCE Magazine (2020). Additionally, he serves on the Board of Directors for the United Way of the Big Bend and The Children's Movement. He is also a gubernatorial appointed Commissioner with the Florida Commission on Human Relations (Chair), and the 2nd Circuit Judicial Nominating Commission.

He was the 2019 Earned Legacy Award Recipient from the Innovative Community Engagement Foundation. He was the 2018 Leadership Tallahassee Distinguished Leadership Awards – Leadership Pacesetter awardee, as well as a 2018 Pastor of the Year by Capitol Outlook. Additionally, he was a nominee for the 2018 Tallahassee Democrat's Volunteer of the Year and the 2017 INFLUENCE Magazine - Education Lobbyist of the Year runner-up. He has been awarded the MavPac's *40 under 40 award,* Golden Rotunda Awards - Executive Branch Lobbyist of the

Year, Princeton Global Networks Who's Who Among Executives and Professionals, Florida Trend's *30 Something Making Their Mark – All Star,* Cambridge's Who's Who Among Executives and Professionals, and named one of America's *Best Youth Pastors* by Gospel Today Magazine in 2008.

- Education: Florida Agricultural and Mechanical University
- Years of experience with the firm: 8
    - Total years of relevant experience: 21
- No professional license or registration
- Expertise in the state budget process, political process, and public policy. Also, well knowledgeable in state agencies. Having spent 13 years in the public sector working for three consecutive governors, he knows the Executive Branch vernacular.
- Other Professional Qualifications/Credentials (Publications, Training, Awards, etc.)
    - In 2020, Darrick was named one of the 100 Most Influential People in Florida Politics (INFLUENCE Magazine)
    - In 2017, Darrick was awarded Education Lobbyist of the Year Runner-up (Influence Magazine)
- Licenses, if applicable
    - N/A

Eric Prutsman

Eric has more than 25 years of experience in the legislative and political arena of Tallahassee, and has held positions in the executive and legislative branches of state government. He represents national and statewide clients before the Florida Legislature and state agencies on varied issues, including health care, aviation, insurance, banking, taxes, and education.

After earning his law degree from Florida State University, he served as Assistant General Counsel for the Florida Department of State and the Florida Elections Commission. He later joined the Florida Senate as Counsel for the Committee on Commerce, where he was responsible for drafting major legislation in health care, workers' compensation, corporations, and insurance.

Eric left the public sector after seven years to practice legislative and administrative law and to advocate for clients before the Florida Legislature and executive branch agencies on policy, political, and budget issues.

- Education: Mansfield University of Pennsylvania; Florida State University Law School
- Years of experience with the firm: 5
    - Total years of relevant experience: 28
- No professional license or registration
- Expertise in agency administrative procedures, regulatory processes, the state budget process, political process, and public policy. Also, very knowledgeable of the Legislative branch having served as committee staff for many years.
- Licenses, if applicable
    - Member in Good Standing, Florida Bar

Uniquely Qualified

Because of our vast history in Florida politics, our team is uniquely qualified to handle the needs of Fort Pierce Utilities Authority. We wanted to highlight our specific experience in several areas outlined below:

- Johnson & Blanton was awarded 2020 Lobbying Firm of the Year Runner-Up by Influence Magazine. (Influence Magazine)

- Johnson & Blanton was The Jim Moran Institute for Global Entrepreneurship - Florida State University awardee in 2019.

- Johnson & Blanton were given the honor of being named the 2016 Boutique Lobbying Firm of the Year. (Influence Magazine)

- Johnson & Blanton lobbyists have close connections within the Florida House of Representatives, The Florida Senate, and The Executive Office of Governor Ron Desantis.

- Extensive Appropriations experience - over 100 years combined.

TAB 6 – PROJECT EXPERIENCE

- **SANTA ROSA COUNTY –** Johnson & Blanton have represented Santa Rosa County before the Legislature and Executive branch agencies for 7 years. Our representation includes advocacy on both policy and appropriations. Regular meetings with County Commissioners and County staff help shape the County's legislative initiatives, and Team JB makes periodic appearances before the Commission to provide updates.
    - In the 2021 Session, Team JB was successful in securing two appropriations through the Legislature followed by approval by the Governor:
        - $1,000,000 for the Santa Rosa Aircraft & Powerplant Maintenance Academy, a training academy for students to earn high demand certifications enabling residents of Santa Rosa County to gain high wage employment.
        - $250,000 for the District 1 Medical Examiners Facility Planning and Design, for a new, more centrally located Medical Examiners facility to provide easier access for law enforcement and state attorney personnel
    - In the 2022 Session, Team JB was successful in securing two appropriations through the Legislature followed by approval by the Governor:
        - $300,000 for the Santa Rosa County East Boulevard culvert upgraded to address water flow issues,
        - $500,000 for the Public Safety Consolidated Dispatch Center planning and design,
        - $500,000, an additional allotment of funds for the District 1 Medical Examiners Facility Planning and Design.

- **FLORIDA AIRPORTS COUNCIL –** Johnson & Blanton have worked with the Florida Airports Council for nearly 10 years. Following the 2022 legislative session, Johnson & Blanton were happy to report several favorable outcomes for the FAC listed below.
    - Diesel Exhaust Fluid - Florida Airport Council developed Best Management Practices for the prevention of fuel contamination and opposed legislative proposals that interfered with airport management and FBO contracts regarding the use of DEF. After several strategic meetings with legislators, Johnson & Blanton successfully got HB 77 amended in the Senate with FAC's language that requires airports to maintain a DEF BMP form on fie that can be reviewed by FDOT. The bill was adopted by the Legislature and signed into law by Governor DeSantis.
    - Aviation Fuel Taxes - Florida Airport Council opposed further reductions in the Aviation Fuel Tax. Team JB's vigorous defense of the aviation fuel tax stopped any proposals to repeal.
    - Certified Engineering Inspection (CEI) Services required in addition to design Engineer of Record (EOR) - Florida Airport Council proposed an exemption for airports from this provision. Team JB successfully lobbied legislators and SB 1194, which contained the CEI exemption for airports language, was passed by the legislature and approved by the Governor.

- Aviation Work Program State Funding for Airport Development Grant Program - Florida Airports Council Supported state funding for airport development which was proposed by FDOT in the Tentative Work Plan for 2021/22. With Team JB's help, the FAC was able to secure funding in both House and Senate which funded the grant program $325,896,494.
- Enterprise/Visit Florida - Florida Airports Council supported the continued funding of Enterprise Florida and Visit Florida, which is vital to the sustainability of tourism and its economic contribution to the state's economy. Following key conversations between FAC leadership and key legislators, Visit Florida was fully funded this year and received $75 million in the budget process.

- **QUANTUM RESOURCES –** Johnson & Blanton have worked with Quantum Resources for many years. When you think of Florida, you rarely think of oil production. While the gas and oil industry of Florida has never rivaled Texas or Oklahoma, according to the United States Energy Information Administration, Florida produces around 6,000 barrels of oil per day, and over 2.135 million barrels per year.
  - In the small, northwest town of Jay, Florida is Jay field, owned by the private oil and gas company Quantum Resources. Spanning more than 14 thousand acres and producing 41 percent of Florida's Crude Oil, Jay oil field is the primary employer and economic engine of the small community.
  - Due to an economic downturn, Florida was dependent on every tax dollar they could get their hands on in 2009. The price of oil was at an all-time low, and the cost of oil production at an all-time high. One month after Christmas, Quantum Resources terminated roughly half of the plant's employees and announced Jay oil field was ceasing production.
  - In the town of 693 people, the loss of jobs was devastating. With paychecks gone and the shutdown of production threatening the community's way of life, the lobbyist team, Johnson & Blanton from Tallahassee needed to reduce Quantum's tax burden to keep the field open, save jobs and save the town. Legislation was created and local government leaders were secured as sponsors.
  - The new policy established exemptions from the excise tax on oil and gas production in Florida for onshore production from new wells, and temporarily abandoned wells returned to service. The legislation also encouraged additional oil and gas production in the State.
  - Additionally, business lobbyists Team JB addressed economic concerns by tiering the tax exemption. When the price of oil per barrel rose over $100 the state would be made whole again, but when price dropped below $100, the oil field would get a break on their taxes to help with production costs.
  - The legislation passed the Florida Senate on a 39/1 vote and the Florida House of Representatives on a 116/1 vote. Shortly thereafter, Quantum's Jay oil field resumed production. With the help of Team JB, the life of Jay oil field was extended, jobs were saved and the community's way of life restored.

- **ADVENT HEALTH –** Johnson & Blanton has worked with Advent Health for over 25 years. In 2018, and continuing through present-day, Advent Health has participated in the development of and implementation of a provider special assessment that has delivered over $275 million to Advent Health in the past 4 years.
    - Special assessments are authorized to cities under the home rule provisions of the Florida Constitution. The City of Orlando enacted a Home Rule Special Assessment Ordinance in 1996. Our firm assisted Advent Health in developing a health care provider special assessment with the City of Orlando that required coordination of local, state, and federal regulatory agencies.
    - Specifically, we assisted Advent Health with making sure that Florida's Agency for Health Care Administration was fully briefed on the details of the assessment and statistical tests that demonstrated compliance with federal standards. We also made sure that AHCA was satisfied that the process was a transparent and compliant source of non-federal Medicaid funding.

- **HALIFAX HEALTH –** Johnson & Blanton worked with Halifax Health for over ten years. Halifax District Hospital opened its doors to the community on January 3, 1928. Founded by the state legislature, the hospital began operations with 125 licensed beds. During World War II, the hospital became a convalescent facility. In 1947, it was remodeled and returned to the community as an acute care general hospital. In 1985, the hospital was designated as the area's only Level II Trauma Center and changed its name to Halifax Medical Center. In 2007 Halifax Health – Medical Center of Port Orange opened to provide access to residents on the south side of Volusia County. The France Tower was competed in 2009, at which time, many additional services were added, and the Halifax Health Medical Center of Deltona opened in 2020 to round out the three-hospital system of care.
    - During the 2016 Legislative Session, our firm, in representation of Halifax Health, worked to pass Senate Bill 194 – Relating to Redevelopment Trust Fund. The bill exempted hospital districts from making annual appropriations to the redevelopment trust fund of a community redevelopment agency created on or after July 1, 2016.
    - During the 2019 Legislative Session, our firm, in representation of Halifax Health, worked to House Bill 523, which amends the charter of the Halifax Hospital Medical Center providing express authority for certain operations and services outside the district boundaries in Brevard, Flagler, Lake, and Volusia Counties. This authority includes all facilities and services in which the district was engaged as of January 1, 2019. The bill expressly prohibits using revenues derived from ad valorem taxes or non-ad valorem assessments levied within the district for any purpose outside the district. The bill also authorizes the district to own, operate facilities, and provide Hospice services throughout Florida.

TAB 7 – QUALIFICATIONS

- **Ability to liaise with members of the Legislative Branch, the Executive Branch and state agencies.**
  - Upon being awarded the contract, Team JB will schedule strategic meetings for The Fort Pierce Utilities Authority's senior leadership with top-level officials in Tallahassee and their district offices. Johnson & Blanton will also facilitate meetings with local government personnel and state agency personnel to introduce and re-introduce The Fort Pierce Utilities Authority's business offerings and agenda. Our team frequently works with elected officials from around the state to educate them on the importance of our clients' issues and develop advocates in the House, Senate, and Executive Branch.

- **Have resources to attend legislative and administrative hearings, monitor legislative and administrative developments and to provide appropriate reports.**
  - Located less than a mile from the state Capitol, members of Team JB often find themselves at the capitol attending meetings. We stand ready to provide reports and attend committees on behalf of Fort Pierce Utilities Authority.

- **Have resources to help facilitate meetings with and communications between committee leadership and senior staff.**
  - Johnson & Blanton have the resources, staff, and relationships to successfully coordinate meetings with key legislators on behalf of the Fort Pierce Utilities Authority. Team JB has coordinated thousands of meetings with important members in the government. We want to work with you to make sure your message is being heard by the right people in order to advance the priorities of the Fort Pierce Utilities Authority.

- **Ability to provide timely notice of legislative and agency hearings to FPUA staff.**
  - Johnson & Blanton closely monitor legislative and agency schedules and will alert Fort Pierce Utilities Authority immediately. We monitor agency rulemaking and will share relevant rules with FPUA. Additionally, we subscribe to agency newsletters and will alert FPUA to any pertinent publications.

- **Ability to provide written and verbal reports to FPUA staff and/or Board.**
  - As a service, Johnson & Blanton provides integrated news clips (News Service of Florida & Politico PRO), weekly activity and progress report (supplied during the committee weeks and legislative session), post-session briefings, committee reports, annual reports, summaries of Governor's press conferences, and any additional needs upon request. We cater our communications to the needs of Fort Pierce Utilities Authority and are available for face-to-face meetings, weekly scheduled calls with the executive team, and legislative liaison.

- **Possess knowledge of, or involvement with, state organizations or associations (and their legislative policies or recommendations) in which municipal utilities participate.**
    - Because of our lobbyist representation of Santa Rosa County, and previously Orange and Madison Counties, Johnson & Blanton have a working relationship with Florida Association of Counties (FAC). FAC is the only association representing Florida's counties – bringing together the collective experience and knowledge of 377 county commissioners and supported by thousands of county professional staff. FAC provides a cohesive platform that enables county officials and staff to speak with a unified voice on behalf of all Floridians. Through FAC, counties are better able to serve not only their communities, but the entire state of Florida.
    - Because of previous lobbyist representation of the Town of Greenville, FL, Johnson & Blanton had (and still has) a working relationship with the Florida League of Cities. The League provides members with tailored advocacy tools and training programs designed specifically for municipal officials. It also serves as administrator for the Florida Municipal Insurance Trust, offers innovative financial solutions to Florida's local governments, and provides contractual support services to several statewide municipal and professional associations.
        - Through our lobbyist representation of the Florida Airports Council, we maintain an active working relationship with the League.

TAB 8 – REFERECNES

1. Rich Morrison – Advent Health
2. Guy Jordan – Pfizer
3. Adam Hasner – GEO Group

REFERENCE CHECK

Proposal No. :	**RFP22-37**	Title:	**STATE LOBBYIST SERVICES**		
Proposer Name:	Johnson and Blanton, LLC.				
Reference Company Name:	GEO Group			Phone:	(561) 350-6116
Reference Contact Name:	Adam Hasner			E-mail:	ahasner@geogroup.com

The above company submitted a Proposal to provide Lobbyist Services to Fort Pierce Utilities Authority. He/she listed you as a reference. Please complete the questions below and e-mail within two (2) days to PurchasingManager@fpua.com or fax to 772.465.0267. Thank you.

- When did this company work for you? From:_____ To:_____
- How would you describe the Contractor?
  Description of Work:

  _____

  _____

  Quality of Work:

  _____

  _____

  Dependability:

  _____

  _____

  Integrity of owner and employees:

  _____

  _____

  What areas could he/she improve upon?

  _____

  _____

  Would you contract with this Contractor again? Yes ☐ No ☐ Maybe ☐
- On a scale of 1 to 5, how would you rate their work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐
- Add any information/comments that might help us evaluate their ability to perform for us?

  _____

  _____

  _____

  _____

TAB 9 – PROJECT APPROACH

Provide a detailed narrative description of Firm's proposed approach and methodology for implementing the following legislative priorities. Provide narratives for the most relevant subject(s), Firm is not required to provide narratives for all listed subject areas.

A. General

a. Procuring or facilitating procurement of grants and appropriations in support of FPUA's utility services and infrastructure.
b. Municipal utility governance.

B. Water/Wastewater

a. Relocating the Island Wastewater Reclamation Facility from South Hutchinson Island to the mainland in Fort Piece.
b. Expanding water/wastewater infrastructure to accommodate projected city and county growth.

Johnson & Blanton has worked with the Florida Legislature for many years, on behalf of its clients, to secure adequate funding for water/wastewater infrastructure accommodations. We are comfortable with doing the same for FPUA. Upon meeting with the Board and discussing the priorities, we would request meetings with the Florida Department of Environmental Protection, the Exectuive Office of Governor Ron DeSantis, and legislative leadership and committee staff to explain the needs of FPUA and address any questions or raised concerns. We would make sure any designated staff or board members who desire to attend such meetings are made aware and included.

C. Fiber Internet

a. Bridging the Digital Divide with low-cost fiber-to-the parcel internet.
b. Bringing Smart City technology to the City of Fort Pierce.
c. Expanding fiber infrastructure to serve the entire City of Fort Pierce.

Currently, Johnson & Blanton is working with the Florida Department of Economic Opportunity through their Office of Broadband. The Office of Broadband works with local and state government agencies, community organizations and private businesses to increase the availability and effectiveness of broadband internet throughout the state, specifically in small and rural communities. Through these partnerships, the Office of Broadband encourages investment in grant funding opportunities for the broadband program that focus on the expansion of broadband.

Through this Office we have developed a great relationship with Katie Smith, the office director. We are certain we can create a partnership for FPUA. Johnson & Blanton would make sure any designated staff or board members who desire to attend such meetings are made aware and included.

D. Gas

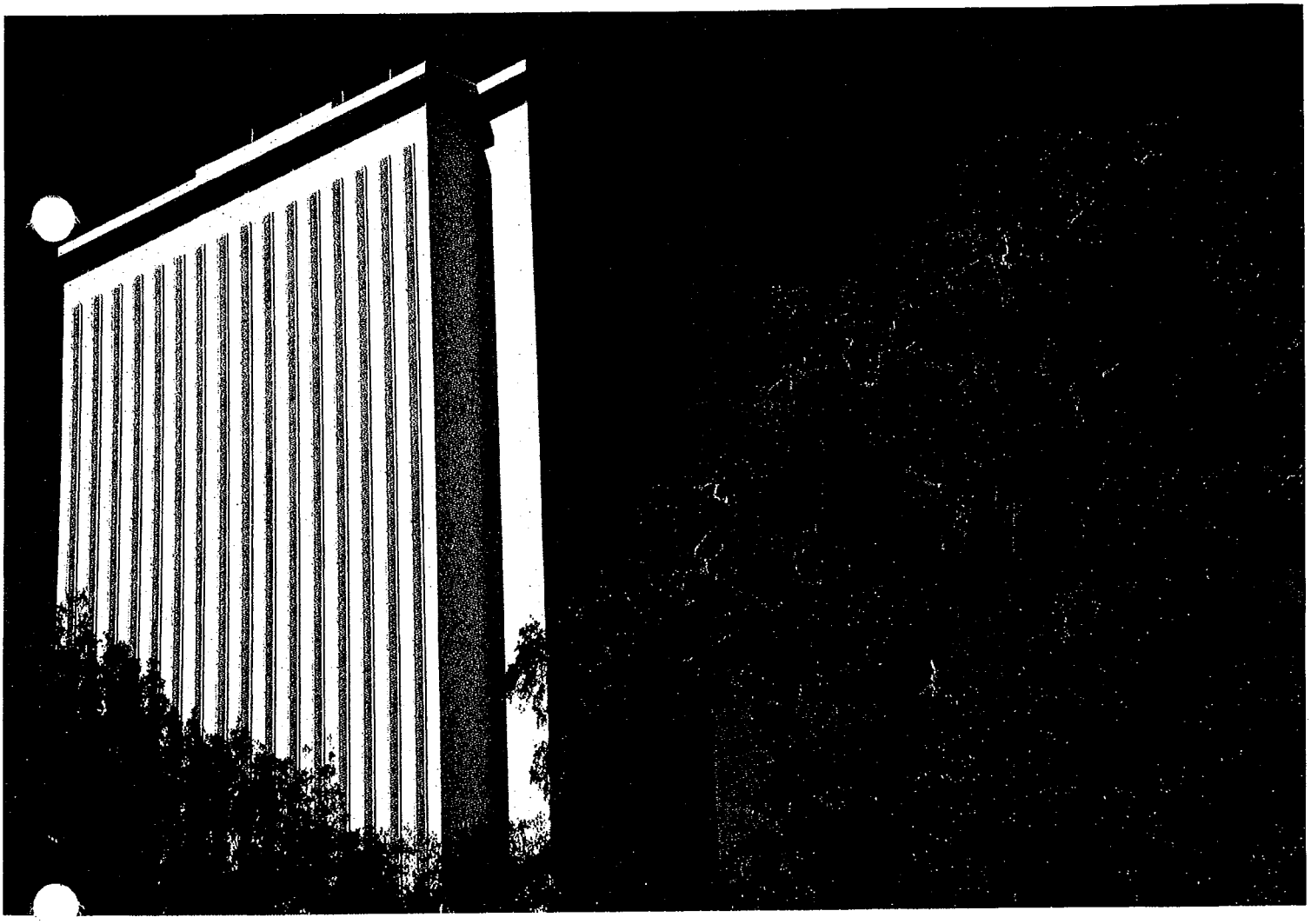
a. Expanding natural gas infrastructure to accommodate projected city and county growth, serving as a resilient option for hot water and appliances during storm season and pre-emptively alleviating growing demand on the electric grid.

In an effort to keep oil and gas fields operating in Florida, Johnson & Blanton successfully passed an oil and gas severance tax rate reduction for oil to encourage oil and gas production in the state.

E. Electric

a. Installing Advanced Metering Infrastructure.
b. Renewables (i.e., Net Metering and Solar Farm) policies and legislation.

During the 2022 Legislative Session, legislation was filed and ultimately passed the Florida Legislature regarding Net Metering. Such legislation was vetoed by the Governor. There's no real indication if an attempt will be made by the proponents to have the legislation re-filed, but Johnson & Blanton would make sure all parties are aware of FPUA's position and why. We would schedule meetings at the highest levels to provide information and insight.



TAB 10 – PROOF OF INSURANCE

Please see attached.

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Debi Thagard	
Butler-Vause Inc 655 E. Tennessee St Tallahassee, FL 32308	PHONE (A/C, No, Ext): 850-222-2340	FAX (A/C, No): 850-681-0697
	E-MAIL ADDRESS: debi@butler-vause.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Conifer Insurance Company	
INSURED Johnson & Blanton, LLC P.O. Box 10805 Tallahassee FL 32301	INSURER B: Auto Owners Insurance Co	
	INSURER C: Lloyds Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC			CICP004784	10/29/2021	10/29/2022	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	1,000,000
								$	
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS			493659390	01/03/2022	01/03/2023	COMBINED SINGLE LIMIT (Ea accident)	$	500,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10591	09/17/2021	09/17/2022	☑ WC STATU-TORY LIMITS ☐ OTH-ER		
							E.L. EACH ACCIDENT	$	100,000
							E.L. DISEASE - EA EMPLOYEE	$	100,000
							E.L. DISEASE - POLICY LIMIT	$	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Email: cheryl@teamjb.com

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Butler

ACORD 25 (2010/05) © 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

TAB 11 – FORMS

Please see attached.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Johnson & Blanton, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
537 East Park Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Tallahassee, FL 32301

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 0 - 4 0 2 7 4 0 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/20/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Johnson and Blanton, LLC. does:

(Name of Business)

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 proposed 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 this RFP, 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 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, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee=s community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature: _____

Date: June 26, 2022

NON-COLLUSION AFFIDAVIT FOR PRIME BIDDERS

STATE OF Florida

COUNTY OF Leon

Travis W. Blanton, being first duly sworn, deposes and says:

That he is a partner of the firm
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived or agreed directly or indirectly with any Proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the proposal price of affiant or of any other Proposer, or to fix any overhead, profit or cost element of said proposed price, or of that of any other Proposer, or to secure any advantage against the Fort Pierce Utilities Authority, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Johnson and Blanton, LLC.
(Firm Name)

By: _____

Title: Travis W. Blanton, Owner

WITNESS:

Name: Lillian Erickson

Date: June 26, 2022, 2022

TAB 12 – REGISTRATION WITH STATE OF FLORIDA DEPARTMENT OF STATE

2022 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Jan 27, 2022
Secretary of State
7525911317CC

DOCUMENT# L05000121377

Entity Name: JOHNSON & BLANTON, LLC

Current Principal Place of Business:

537 EAST PARK AVENUE
TALLAHASSEE, FL 32301

Current Mailing Address:

P.O. BOX 10805
TALLAHASSEE, FL 32302

FEI Number: 20-4027407

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

JOHNSON, JON
537 EAST PARK AVENUE
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGRM	Title	MGRM
Name	JOHNSON, JON	Name	BLANTON, TRAVIS
Address	537 EAST PARK AVENUE	Address	537 EAST PARK AVENUE
City-State-Zip:	TALLAHASSEE FL 32301	City-State-Zip:	TALLAHASSEE FL 32301

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JON JOHNSON MGRM 01/27/2022

Electronic Signature of Signing Authorized Person(s) Detail — Date

TAB 13 – STATE OF FLORIDA LOBBYIST REGISTRATION

Per Florida State Statute sections 11.045-11.062, Lobbyist's must register with the State of Florida. The awarded Lobbyist must register prior to lobbying for FPUA.

Awarded Lobbyist is to provide FPUA with guidance on relevant document(s) that FPUA will be responsible in obtaining and/or completing.

Upon being awarded the contract, Johnson & Blanton will provide FPUA with guidance on relevant document(s) that FPUA will be responsible for obtaining and/or completing. Cheryl Adams, the firm's Office Manager, will be in contact with the identified key staffer of FPUA to register the Johnson & Blanton team under the required code. Additionally, Johnson & Blanton will not begin any work until the lobbyist registrations have been approved by FPUA.

Johnson & Blanton can assure FPUA that no work will be conducted illegally. We take seriously integrity and ethics and can proudly point to a 27-year firm history of operating pursuant to Florida law.

TAB 14 – LOBBYIST DISCLOSURE REQUIREMENT

Any professional consultant who utilizes the services of a lobbyist is required to make full disclosure with the FPUA Board prior or concurrently with the submission of a proposal to FPUA for the performance of any services for FPUA. Such disclosure shall include the following:

A. The name of the lobbyist employed directly or indirectly by the consultant for the purpose of influencing or attempting to influence the selection of the professional consultant by the FPUA Board.

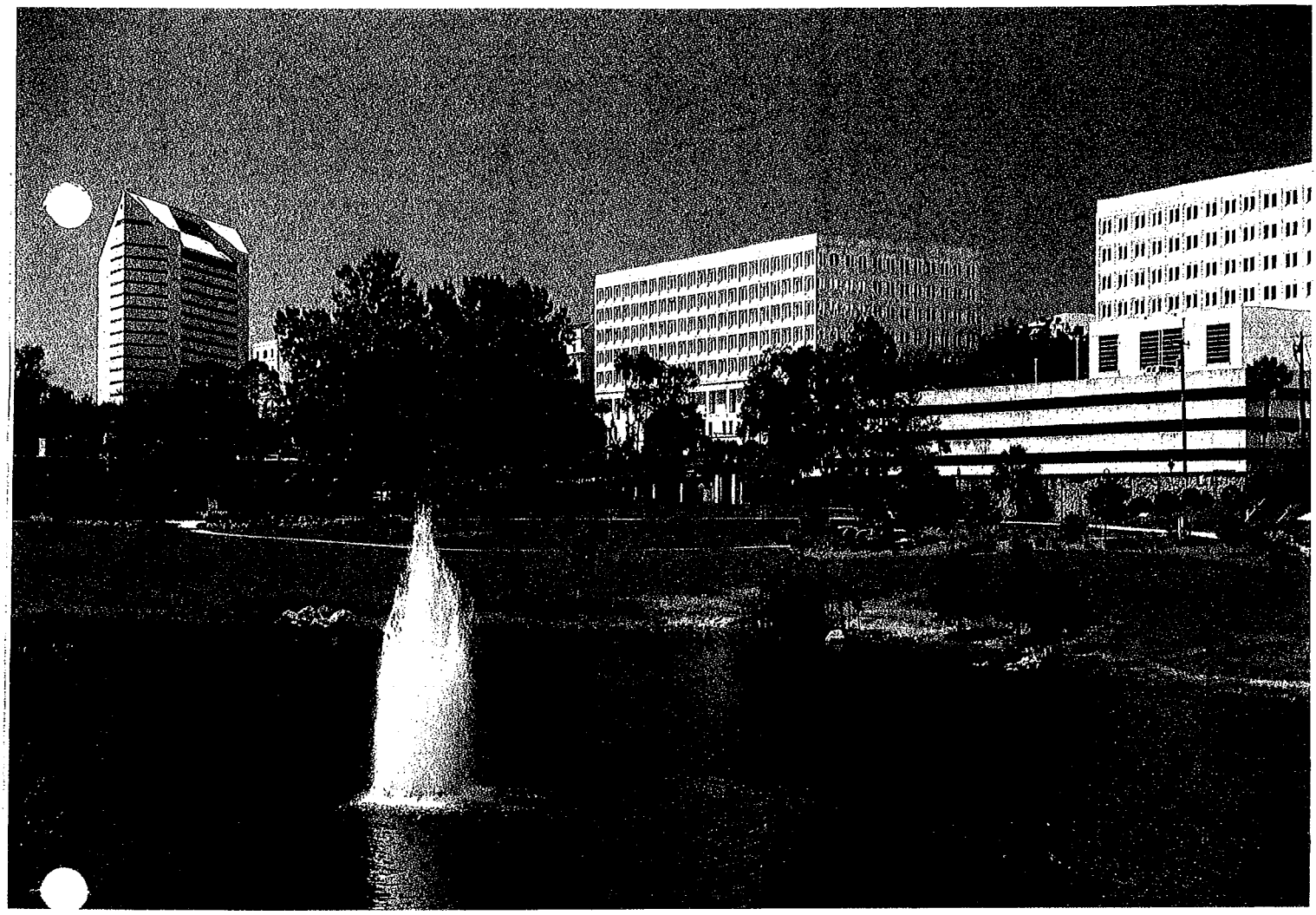
B. The name and address of the lobbyist.

C. The length of such agreement, contract or understanding and the amount of any fee, gratuity, compensation or consideration paid or promised to be paid to the lobbyist either before or after hiring whether or not same is set out as compensation for the lobbying or is for other services.

D. The disclosure shall be filed with FPUA's Board and such records shall be open to the public.

Johnson & Blanton do not plan to subcontract any services with other lobbyists or consultants pursuant to the identified priorities of FPUA. If such a need arises, which we do not anticipate, a conversation will be had with FPUA's board and the final decision will be made by the board and complied with by Johnson & Blanton.

JB



TAB 15 – ADDITIONAL DATA

We wish to present no additional data.

Contract 2

Fort Pierce Utilities Authority

206 South Sixth Street (34950) | PO Box 3191, Fort Pierce, FL 34948-3191 | Phone: 772.466.1600

Board Submission Form

8/9/2022

Department: 41 - Community Relations

Board Meeting Date: 08/16/2022

Item Type: Contract Agreement

Subject: Advertisements in Sunrise Theatre Playbill, Indian River Magazine, and Fort Pierce Magazine

Recommendation:

Approve the Vendor Agreement for Advertising in the Sunrise Theatre Playbill, Indian River Magazine and Fort Pierce Magazine with Indian River Magazine, Inc. of Fort Pierce, FL in an amount not to exceed $2,795. The initial term of this contract will be August 2, 2022 through June 30, 2023.

Reviewed By Attorney: No

Funds Available From: ___ No Funds Needed X Budgeted ___ Contingency

Approvals:

System Director: _____

Director of Finance: MIKA, BARBARA A. Aug 8 2022 9:20AM

Director of Utilities: CISNEROS, JAVIER Aug 9 2022 12:59PM

Fort Pierce Utilities Authority

Memorandum

TO: Javier Cisneros, P.E., Director of Utilities

FROM: Judith Stall Widmayer, Community Relations Manager

DATE: August 09, 2022

SUBJECT: **Advertisements in Sunrise Theatre Playbill, Indian River Magazine, and Fort Pierce Magazine**

PRESENTER(S): Rachel Tennant

RECOMMENDATION:

Approve the Vendor Agreement for Advertising in the Sunrise Theatre Playbill, Indian River Magazine and Fort Pierce Magazine with Indian River Magazine, Inc. of Fort Pierce, FL in an amount not to exceed $2,795. The initial term of this contract will be August 2, 2022 through June 30, 2023.

SUMMARY/SUPPORTING INFORMATION

Approve the advertising agreement with Indian River Magazine, Inc. in the amount of $2,795 for three print ads: one half page ad in the Sunrise Theatre Playbill, one full page ad in the Fort Pierce Magazine and one full page ad in the holiday edition of the Indian River Magazine. Indian River Magazine, Inc. is a local business that produces several quality publications geared to a local audience. Staff recommends approval of the advertising agreement with Indian River Magazine, Inc. in the amount of $2,795.

ALTERNATIVES (IF ANY):

Find alternative advertising.

ATTACHMENTS:

Indian River Magazine Contract (Koby 8-4)

Indian River Media Group Agreement

Date: 2022-07-27

Contract Number: 3840

PO Number: xxxxx

Order Rep
Gregory Enns
(772) 940-9005
enns@indianrivermag.com

Fort Pierce Utilities Authority
Fort Pierce Utilities Authority Board
206 S. 6th St.
Fort Pierce, FL 34950

jwidmayer@fpua.com

Publication	Issue	Month/Year	Position	Section	Ad Size	Gross	Discount	Cash Net
Sunrise Theatre Playbill	Sunrise Theatre playbill 2022-2023	2022-09-07			Half Page H	$695.00	($20.00)	$675.00
Indian River Magazine	Holiday Issue 2022	2022-11-15			Full Page	$1,250.00	($190.00)	$1,060.00
Fort Pierce Magazine	Fort Pierce Magazine 2023	2023-02-01			Full Page	$1,250.00	($190.00)	$1,060.00
Print Advertisements								**$2,795.00**

Please note you will be invoiced as each issue is published. If you prefer, you can also make payment for the full contract in advance. To cover the added expense for credit card processing fees, effective Jan. 1, 2022, a 3% handling charge will be added to the final invoice when payment by credit card is chosen.

Total: $2,795.00

Representative Gregory Enns	**Date** 2022-07-27	{signatures are on the following page] **Customer Signature** Fort Pierce Utilities Authority Board	**Date**

Terms & Conditions

I agree to advertise in the quantity above and represent that my business will be responsible for payment. I understand that a 20 percent cancellation fee per ad and/or digital advertisement will be applied for early cancellation. I understand collection fees, attorney fees and interest at 18 percent per annum may accrue for unpaid balances. I understand that the most relevant previous ad will be used if I do not respond by deadline to requests regarding updating of ads. Advertisers are responsible for requesting in writing the utilization of any added-value benefits offered by Indian River Media Group. Please request from your advertising representative the limitations on benefits.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Contract the day and year set forth below.

Signed, sealed, and delivered in the presence of:

ATTEST:

_____
Secretary

(FPUA Seal)

FORT PIERCE UTILITIES AUTHORITY

BY: _____
Chairman

DATE: _____

APPROVED AS TO FORM & CORRECTNESS:

BY: RNK
Fort Pierce Utilities Authority Attorney