

A G R E E M E N T

THIS AGREEMENT entered into this 13th day of March, 2000, by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the SOUTH AMELIA ISLAND SHORE STABILIZATION ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as "SAISSA".

WHEREAS, pursuant to Ordinance 93-14, as amended, the County created the South Amelia Island Municipal Benefit Services Unit, hereinafter referred to as the "MSBU", for the purpose of undertaking and financing a beach re-nourishment project within the boundaries of the MSBU as described in that Ordinance as the "Project"; and

WHEREAS, Ordinance 93-14, as amended, authorizes the County to enter into contracts with other persons, including SAISSA, to carry out the purposes of that Ordinance and the MSBU, including the administration of the Project; and

WHEREAS, it is in the best interest of the County to enter into an Agreement with the SAISSA setting forth the terms and conditions under which the SAISSA will provide services pertaining to the administration, management, and oversight of the Project.

NOW, THEREFORE, FOR and IN CONSIDERATION of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

1) The SAISSA shall, on behalf of the County, be the project manager for the Project and shall be responsible for the administration, management, oversight, and supervision of the Project. The County shall pre-approve any and all costs associated with the provision of these services.

2) SAISSA may employ, engage, or retain such individuals, firms, corporation(s), or other persons as it may deem necessary, subject to budget approval, to carry out its duties and responsibilities under this Agreement, provided, however, that any such services by person other than the SAISSA shall be subject to the direction and control of the SAISSA, and no agency or other relationship is established between the County and such persons. The results and work product of such persons shall be delivered to the SAISSA and shall be subject to review and inspection by the County. The SAISSA shall hold the County harmless from any and all liability to any such persons, firms, or corporations.

3) The County shall be responsible for securing a firm or firms to prepare the annual Assessments and rolls each year.

4) SAISSA shall follow the bid procedures and policies of the County for work performed pursuant to this Agreement and provide documentation indicating that the policies and procedures were followed. The bid procedures are attached hereto as Exhibit "A".

5) SAISSA shall follow the County's policy for notification of meetings and shall provide documentation that said requirements were followed. The County policy (Press Notification - Checklist) is attached hereto as Exhibit "B". All meetings shall be open to the public and advertised at least two weeks prior to each meeting.

6) SAISSA shall submit an annual budget to the Board of County Commissioners on or before June 1 of each year. The budget will be advertised and considered at a public hearing simultaneously with the County budget.

ARTICLE II - TERM

This Agreement shall become effective on March 13, 2000, and shall expire at the end of the term of the bonds, unless this Agreement is otherwise earlier canceled as provided herein, or unless extended by written agreement of the parties.

ARTICLE III - COMPENSATION

1) (a) The County shall pay to the SAISSA, and the SAISSA shall accept from the County as full consideration for its services under Article I Paragraph 1 of this Agreement, a fee in the amount of \$10.00, plus reasonable out-of-pocket expenses.

(b) The parties recognize and acknowledge that the SAISSA may retain other persons or firms from time to time to assist in providing the services hereunder, and the responsibility to pay the fees of such persons or firms is with the SAISSA, unless the County has specifically agreed to pay such fees over and above the fee to be paid to SAISSA. No other costs or expenses incurred by the SAISSA or on its behalf shall be chargeable to and/or paid by the County unless specifically authorized under this Agreement.

2) If additional services by the SAISSA beyond those described in Article I, Paragraph 1, are authorized by the County, the fees for providing such additional services shall be over and above those fees described in Article III, Paragraph 1, and shall be agreed upon in writing in accordance with applicable law by the SAISSA and the County before such services are rendered.

ARTICLE IV - PAYMENTS

1) During the term of this Agreement, the SAISSA shall submit to the County once per month an invoice describing the services rendered by the SAISSA pursuant to this Agreement, and the fees for such services, plus out-of-pocket costs incurred by the SAISSA for which reimbursement is requested.

2) Upon receipt of such invoice and in accordance with the requirement of the Florida Prompt Payment Act (Part VII, Chapter 218, Florida Statutes), the County shall make payment of the fees and reimbursable costs to the SAISSA, or directly to the provider, once the invoice has been approved by the SAISSA and the County.

ARTICLE V - CANCELLATION OF AGREEMENT

This Agreement may be cancelled by either party on ninety (90) days advance written notice of the other at its address as provided herein.

ARTICLE VI - RECORDS

1) The SAISSA shall maintain such records and accounts including property, personnel, and financial records, as are necessary to appropriately evidence the fees and costs incurred by the SAISSA in performing the services described in Article I of this Agreement. Such records shall be available for inspection at the SAISSA

office by the County and/or its representatives at all reasonable times and under all reasonable conditions.

2) All detailed reports, plans, brochures, or publications, prepared or obtained by the SAISSA in conjunction with performing the services described in Article I of this Agreement shall, upon payment of the SAISSA invoice, pursuant To Article IV, shall be deemed to have been purchased by and shall become the property of the County.

ARTICLE VII - NO AGENCY RELATIONSHIP

The SAISSA is not the agent, sub-agent, or representative of the County. This Agreement shall not make the County liable to any person, firm, corporation, or others who contract with or who provide goods and/or services to the SAISSA in connection with the services it has agreed to perform hereunder or otherwise, or for debts or claims accruing to such parties against the SAISSA. There is no contractual relationship, either express or implied, between the County and any person, firm corporation, or others supplying any work, labor, services, goods, or materials to the SAISSA as a result of its services to the County hereunder or otherwise.

ARTICLE VIII - SUBCONTRACTS

The terms of any services subcontracted hereunder by the SAISSA shall be specified by written contract or agreement and shall be subject to the provisions of this Agreement.

ARTICLE IX - INDEMNIFICATION

1) The SAISSA shall defend, hold harmless, and indemnify the County from and against any and all liability, injury, loss, claims, damages, costs, attorney's fees, and expenses of whatever kind or nature which the County may sustain, suffer, or incur or be required to pay by reason of the loss of any monies paid to the SAISSA, by fraud, defalcation, or dishonesty on the part of any person representing or employed by the SAISSA, or by reason or as a result of any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default, on the part of the SAISSA in providing the services contemplated by the Agreement, provided that such indemnification by the SAISSA shall not extend to any damages, losses, claims, costs, or other expenses incurred by the County to the extent such are the result of acts or omissions of the County of any officer, employee, or agent thereof.

2) In the event that any action, suit, or proceeding is brought against the County based upon any matter for which SAISSA has agreed to indemnify the County, then,

within five (5) business days, the County shall give notice in writing thereof to the SAISSA. Upon the receipt of such notice, the SAISSA, at its own expense, shall defend against such action and take all such steps as may be necessary or proper or be responsible for the legal fees and costs of the County. The County shall have the option of having SAISSA's attorneys represent the County or of having counsel of the County's choosing represent the County.

3) The County agrees to defend the validity of this Agreement and will not deny the existence, validity, legality, or enforceability thereof.

ARTICLE X - AUDIT

The Clerk of the Court or his designee shall have the authority to audit any and all books of SAISSA pertaining to this Agreement.

All records shall be open for inspection by the Clerk or his designee at mutually agreed upon times and all records shall be available to the public.

ARTICLE XI - NON-ASSIGNABILITY

The SAISSA may not assign this Agreement without the prior written consent of the County.

ARTICLE XII - MODIFICATION OR AMENDMENT

This Agreement may not be modified, amended, or extended, except with the written consent of both parties.

ARTICLE XIII - HEADINGS

All Article and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE XIV - NOTICES

1) Notice to the County shall be mailed to Post Office Box 1010, Fernandina Beach, FL 32035.

2) Notice to the SAISSA shall be mailed to Post Office Box 3000, Fernandina Beach, FL 32035.

ARTICLE XV - MEMBER

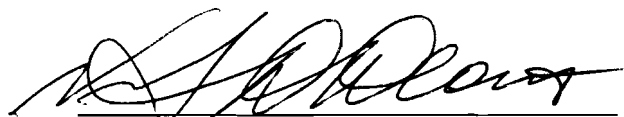
The Clerk of the Court or his designee shall be a member of the Board as an ex-officio member.

ARTICLE XVI - ADA

SAISSA shall conduct any and all meetings at a facility that meets the requirements of the Florida Accessibility Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day hereinabove first written.

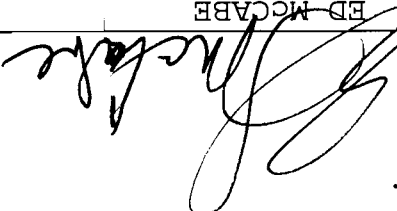
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



NICK D. DEONAS
Its: Chairman

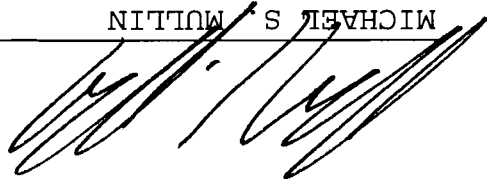
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By Ed McCabe
 Its: President



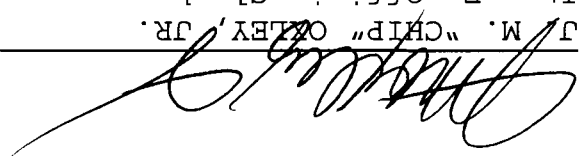
SOUTH AMELIA ISLAND SHORE
 STABILIZATION ASSOCIATION,
 INC.

MICHAEL S. MULLIN



Approved as to form by the
 Nassau County Attorney

J. M. "CHIP" O'LEARY, JR.
 Its: Ex-Officio Clerk



ATTEST:

EXHIBIT "A"

ORDINANCE NO. 98-26

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, AMENDING ORDINANCE NO. 81-8, AS AMENDED, WHICH ADOPTED A PURCHASING POLICY FOR THE UNINCORPORATED AREAS OF NASSAU COUNTY; SPECIFICALLY AMENDING THE BID LIMIT; ESTABLISHING CATEGORIES; ESTABLISHING BID PROCEDURES AND PURCHASE ORDER PROCEDURES; ESTABLISHING EXEMPTIONS; AND DEFINING THE DEFINITION OF EMERGENCIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Nassau County, Florida, because of rising costs of all facets of county government, finds it necessary to raise the formal bid limit from \$3,000.00 ~~\$2,000.00~~ to \$15,000.00 ~~\$3,000.00~~ for all departments or expenditures authorized by the Board of County Commissioners; and

WHEREAS, it is within their authority to raise the formal bid limitation from \$3,000.00 ~~\$2,000.00~~ to \$15,000.00 ~~\$3,000.00~~.

NOW THEREFORE, BE IT ORDAINED this 14th day of September, 1998, by the Board of County Commissioners of Nassau County, Florida, as follows:

PURCHASING POLICY

SECTION 1 - PURPOSE

The purpose of this purchasing policy is to promote efficiency and economy in the purchase of various commodities or services for the Nassau County Board of County Commissioners. Further, this policy's purpose is to provide guidance and direction to all employees involved in the purchasing process.

SECTION 2 - FINAL RESPONSIBILITY

The final responsibility for the carrying out of the provisions of this policy rests with the Nassau County Board of County Commissioners. The Board shall designate employees and/or officers to administer the various facets of this policy.

SECTION 3 - DEFINITIONS

1. BOARD - The Board is the Nassau County Board of County Commissioners.
2. CLERK - The Clerk is the Clerk of the Circuit Court who serves as Ex-Officio Clerk to the Board of County Commissioners and Chief Financial Officer of the County.
3. PURCHASING AGENTS - The Purchasing Agents are employees or officers designated by the Board of County Commissioners as having authority to make purchases.
4. COUNTY COORDINATOR - The individual who is designated by and is under contract to the Board of County Commissioners to fill this position.
5. DEPARTMENT HEADS - The Department Heads are those individuals who are designated by the Board to be heads of various departments of the Board.
6. PURCHASE - A Purchase is defined as an acquisition by contracting in any manner, whether by rent, lease, lease/purchase, or outright purchase, with a source of supply for commodities or for both services and commodities. Within the meaning of this definition, the following are not purchases or commodities:
 - a. Transfer, sale or exchange of personal property between governmental agencies;
 - b. Utilities;
 - c. Public communications, i.e., telephone, telegraph, newspaper ads, etc.
 - d. Transportation of persons or things;
 - e. Educational seminars/workshops;
 - f. Overnight lodging;

g. Professional Services - Services of a professional nature, including engineering, land surveying, architectural, and landscape architectural services controlled by Section 287.055, Florida Statutes, and medical and legal services. Other services of a professional nature, where estimated cost does not exceed Twenty Five Thousand Dollars (\$25,000) are also exempt. For landscape architects, plans may only be submitted by persons registered as landscape architects in Florida under Chapter 481, Part II, Florida Statutes. For medical and legal services, where feasible, an attempt will be made to select a contractor through competitive negotiation.

(When a contract has been signed and amount is determinable, a purchase order shall be obtained and funds shall be encumbered).

h. Any rental or lease of property or buildings for less than twelve (12) calendar months with a non-renewable lease.

7. FORMAL BID - A formal bid is defined as a sealed bid with the title, date, and hour of the public bid opening designated.
8. INFORMAL BID - An informal bid is defined as a written quotation not requiring a public opening of such bid at specific time or date.
9. COMPETITIVE BID - Competitive bids shall mean two or more valid responses to a bid invitation.
10. EMERGENCY - An emergency is defined as a situation in which there is threat to life, a threat to property or a situation that exposes the county to material financial loss or liability.
11. EMERGENCY PURCHASE - An emergency purchase is defined as when the circumstances surrounding the emergency can only be rectified by

the immediate purchase of commodities or service. The immediate purchase of the commodity or service will alleviate, improve or render null and void the county's exposure to life threat, property threat or financial loss/risk. An emergency is defined as a situation in which there is threat to life, a threat to property or a situation that exposes the county to material financial loss or liability.

12. PURCHASE REQUISITION - A formal written or electronically transmitted request to procure commodities or services on behalf of a department. Requisitions must be signed or authorized by a properly authorized designated person, and must be filed with the Finance Department. ~~A purchase requisition is a four part form prepared by the requisitioning individual. The requisitioner shall complete the request and submit it to the Finance Department. One copy of the requisition remains with the requisitioner and the remaining three copies go to the Finance Department.~~

13. PURCHASE ORDER - The County document to formalize a purchase transaction with a vendor. The purchase orders should be numbered consecutively and contain statements regarding the quantity, description, and price of goods and services ordered; applicable terms as to payment, discount, date of performance, and transportation; and other factors or suitable references pertinent to the purchase such as bid number or contract number and should be signed by the purchaser. ~~The Purchase Order portion of the purchase requisition shall be completed by the Finance Department. Upon validation, the purchase order is distributed as follows: one copy to the vendor, one copy remains in the Finance Department and one copy is returned to the~~

~~requisitioner to be used as a receiving report. (Validation shall mean signature by the Clerk or an authorized Deputy Clerk.~~

14. SOLE SOURCE - The single or sole provider of particular goods or services.

SECTION 4 - PURCHASING RULES AND REGULATIONS

1. *Purchase Requisition* - Certain employees or officers, who are designated by the Board as its authorized representatives, shall have the authority to request purchases on the approved purchase requisition ~~form~~. ***NO PURCHASE SHALL BE ALLOWED TO BE DIVIDED OR SUBDIVIDED IN ORDER TO CIRCUMVENT ANY SECTION OF THIS PURCHASING POLICY.*** The requisitioner shall submit the purchase requisition ~~form~~ to the Finance Department. Finance shall review the requisition for completeness and to ensure that the requisitioner has been authorized by the Board ~~or its representative~~ to make requisitions, that the appropriate fund account number has been assigned, that there are sufficient unencumbered amounts in the fund account to cover the purchase, and that the requested purchase meets the requirements of Section Chapter 4(e). All specifications for bids for goods or services greater than \$5,000.00 must be forwarded to the Clerk's Office for review by the County Attorney and the Clerk as to form. After review, the county department shall utilize the county's class item bid list to obtain a list of vendors for particular goods or services. The Department shall send a copy of the solicitation along with verification of mailing to the Clerk's Office.
2. *Purchase Orders* - If the conditions in Section 4(1) above are met and upon validation, the Finance Department shall notify the

~~department of the issuance of complete the purchase order portion of the purchase requisition form within four (4) days of receipt. The form, upon validation, and shall distribute the Purchase Order to the vendor in a timely manner. shall become the purchase order and shall be distributed in accordance with Section 3(11).~~

3. *Purchase Rules -*

- a. Any purchase for \$200.00 ~~\$100.00~~ or less, ~~(see note A)~~ need not be made with the purchase requisition/purchase order as described in Sections 1 and 2. Each purchase for \$200.00 ~~\$100.00~~ or less must, however, be signed for as being received by the department head or his authorized representative¹. ~~The date of receipt shall be indicated on the receiving report.~~ A receiving report must be filed with the Finance Department prior to payment. For all purchases over \$200.00 ~~obtained with a purchase order must be issued in accordance with Section 4(1) and (2).~~ The invoice and receiving report shall be forwarded to the Finance Department immediately upon receipt of the goods or services for payment. ~~the pink copy of the purchase order shall serve as the receiving report.~~ For purchases of \$200.00 or less (including all applicable freight or costs) the invoice and receiving report shall be immediately forwarded to the Finance Department upon receipt of the goods or services for payment. ~~For purchases obtained without a purchase order, the invoice shall serve as the~~

¹ \$200.00 or less for parts and/or service for the repair of all heavy equipment at the Road and Bridge Department.

~~receiving report.~~ In all circumstances, the receiving report shall be signed and dated by the authorized individual indicating receipt, inspection and acceptance of the goods or services as specified on the purchase order.
~~In both events, the receiving report shall be signed and dated by the authorized individual indicating receipt and acceptance of goods. No purchase shall be divided or subdivided in order to circumvent Section 4(3)(b).~~ The Clerk of Circuit Court as Chief Financial Officer shall have the authority to lower the amounts in SubSection (3)(a) as to what he deems reasonable for any department that is found to abuse this section of the policy. The Clerk of Circuit Court as Chief Financial Officer shall conduct internal audits to determine if the purchasing policy is being adhered to by all departments as deemed necessary by the Clerk.

- b. All purchases greater than \$200.00 ~~\$100.00~~ but equal to or less than \$1,500.00 ~~\$1,000.00~~ and ~~purchases for parts and/or service of the repair of all heavy equipment at the Road and Bridge Department greater than \$200 but equal to or less than \$1,500~~ shall follow the purchase requisition/purchase order regulations as described in Section 4.(1) and (2). ~~No purchase shall be divided or subdivided in order to circumvent Section 4(3)(b).~~
- c. All purchases that are greater than \$1,500.00 but less than \$5,000.00 shall require the purchasing agent to obtain at least three informal bids or quotations. ~~the amounts listed in (3)(b) above, but less than \$5,000.00 shall also~~

~~follow the purchase requisition/purchase order regulations as described in Section 4(1) and (2). The purchasing agent must, however, obtain at least three informal bids. Evidence of these three informal bids or quotations must be submitted to the Finance Department prior to the issuance of the Purchase Order. attached to the purchase requisition which is to be sent to be Finance Department. If three bids cannot be obtained, the agent must provide the Finance Department with a written explanation as to why three bids or quotations cannot be obtained. Finance shall attach the bids or quotations to the signed copy of the Purchase Order.~~

d. For all purchases equal to or greater than \$5,000.00 but less than \$10,000.00, the Department shall attempt to obtain a minimum of five (5) sealed bids or quotations delivered to the Clerk's Office. All bids or purchases made under this category shall utilize the county's class item bid list. The vendor shall be given a minimum of seven (7) calendar days from the date of mailing to respond. The department head must certify to the Clerk's Office the date of mailing and the expected date of receipt of the bids or quotations. If less than five (5) responses are obtained, the Department Head should have a written explanation as to why five responses were not obtained.

e. All purchases equal to or greater than \$10,000.00 but less than \$15,000.00 shall be made from the county's class item bid list. All vendors registered must be sent an invitation

to bid by certified mail or another method to show proof of delivery for the requested goods or services. The Department shall submit to the Clerk along with a copy of the solicitation, a list of all vendors the solicitation was sent to and method of delivery and shall sign off verifying that the requests were sent.

f. All purchases equal to or greater than \$15,000.00 ~~\$5,000.00~~ require formal and competitive bids. ~~and shall be made pursuant to the provisions of Nassau County's bid ordinance.~~ All purchases shall be advertised at least once in a newspaper of general or regional circulation and at least two weeks or fourteen (14) calendar ~~ten (10)~~ days prior to the bid opening. In addition to advertising, department heads shall utilize the established class item bid list and send notice to all applicable vendors.

~~f. Form PUR 7068 shall be required for all purchases equal to or greater than \$3,000 and must be attached to the purchase requisition form prior to submission to Finance Department. The Finance Department should be contacted if assistance is needed to complete Form PUR 7068 or if blank forms are needed.~~

g. When only one bid is received for the purchase of an item or group of items, the Board shall review the bid in order to determine the reasons why, if any, only one bid was received. The Board may accept the only bid or it may request that a second call for bids be issued. If the only

bid is accepted, then the reason why, if any, only one bid was received shall be included in the minutes of the Board.

~~No purchase shall be divided or subdivided in order to circumvent Nassau County's competitive bid requirements.~~

The Board reserves the right to reject any and all bids and such reservation should be indicated in all advertising and bid invitations.

4. *State Contract Purchases* - The three bid requirements may be waived if the purchase is procured under current state contract. If the goods or services can be made locally or within Nassau County boundaries at a rate less than State contract the department head may utilize the local vendor. The purchase requisition must reference the State Contract List, Contract Title, current contract number and contract expiration date. The purchasing agent shall be responsible for making sure that the best and most economical purchase is made. This procedure may not be utilized for any purchase greater than \$30,000.

5. *Sole Source Purchases* - If the required goods or services can only be procured from a sole source, the purchasing agent must provide a written explanation supporting the requisition of a sole source procurement. Such written explanation shall be submitted with the purchase requisition to the Finance Department. The Clerk as Chief Financial Officer ~~Finance Department~~ can approve the purchase requisition if the written explanation is sufficient in his opinion for purchases up to \$10,000.00. If the Clerk ~~Finance Department~~ does not have sufficient written explanation or the written explanation, in his ~~their~~ opinion does not support the sole source procurement, the approval shall lie with the Board of County Commissioners. For

purchases of \$10,000.00 and above, the Clerk must review and submit same to the Board of County Commissioners for final approval. and in their opinion supports the sole source procurement the Board must approve the requisition. The Finance Department will return the requisition to the requisitioning department and that department will present the requisition to the Board for their approval. Such approval shall be recorded in the Board's minutes. Upon approval from either the Finance Department or the Board, a purchase order will be issued and distributed in accordance with Section 3(11).

6. All solicitations must contain the statement that the prices obtained must be honored by the vendor for equal goods or services for any governmental entity or Constitutional Officer of the State of Florida for the remainder of the fiscal year.

SECTION 5 - EMERGENCY PURCHASES

The Board of County Commissioners shall be responsible for reviewing and making the determination if a purchase for goods or services meets the definition of "emergency purchase" under this policy. The department head shall file a written statement certifying the conditions and circumstances requiring the emergency purchase of goods or services. Emergency purchases shall be made with such competition as is practical under the circumstances. The requisition shall be labeled "exceptional purchase request" and shall have the appropriate information, along with a copy of the Department Head's written statement showing the approval date from the Board of County Commissioners authorizing this as an emergency. The requisition shall be executed by the Chairman of the Board of County Commissioners after approval by the Board. The requisition shall be forwarded by the

responsible department head to the Clerk for any processing by the close of business of the next working day. A copy of the Purchase Order and certifying documents shall be maintained and made a part of the official financial records maintained by the Clerk's Office.

~~Emergency purchases can be made without having to conform with the purchase requisition/purchase order regulations as outlined in Section 4 provided that the emergency purchase falls within the meaning of emergency purchase as defined in Section 3. The procedures for emergency purchases are as follows:~~

~~1. Emergency purchases for all dollar amounts:~~

~~a. The department head shall obtain verbal authorization prior to the emergency purchase from the Chairman or Vice Chairman of the Board of County Commissioners.~~

~~b. The department head is responsible for obtaining the best price possible given the emergency time constraints. Three informal bids shall be obtained prior to the emergency procurement if the procurement is for \$1,000 or more.² If three informal bids can not be obtained, the department head must provide a detailed written explanation why three bids can not be obtained. The detailed written explanation shall be submitted to the Finance Department within five (5) business days from the date of issuance of the purchase order. If the detailed written explanation is not received by the Finance Department with a five (5) business day~~

² \$1,500 or more for parts and/or service for the repair of all heavy equipment at the Road and Bridge Department.

~~timeframe, the Clerk shall notify the Board of County Commissioners.~~

SECTION 6 - PURCHASING AGENTS

~~The Board shall appoint employees and/or officers who shall have the authority to make purchases in accordance with the provisions of this manual. These employees and/or officers shall be designated as purchasing agents.~~

The purchasing agents shall be solely responsible for following all sections of this policy. ~~submit requisitions and make purchases in accordance with the provisions of this policy.~~ The purchasing agents shall also be responsible for making sure that the best and most economical purchase is made.

SECTION 7 - PROCESSING OF INVOICES FOR PAYMENT

1. The Clerk in his capacity as pre-auditor of the Board of County Commissioners shall be responsible for the processing of invoices for payment. The Clerk or his authorized representatives shall process invoices for payment only if they are in accordance with the Board's purchasing policies. All invoices that do not comply with the Board's purchasing policies shall be submitted to the Board. The Board, if it so chooses, can approve payment of these invoices. Such approval shall be recorded in the Board's minutes and be made a part of the financial records. The Clerk shall then pay these invoices provided that payment of such invoices does not conflict with his constitutional responsibilities as pre-auditor of the Board.

2. The Clerk in his capacity as pre-auditor shall from time to time

develop policies for the day to day operation and processing of

the invoices for payment.

2. The Clerk shall process all invoices that do not fall within the meaning of a purchase, Section 3(5), according to his best judgment.

3. All processing and payment of invoices shall be made in

accordance with Florida Statutes.

3. The Clerk shall process all invoices for purchases of \$100 or less in accordance with Board policy. The original invoice must be signed and dated by the Board approved authorized personnel and must be submitted to the Finance Department for payment.

4. All invoices for purchases that are greater than \$100 but equal to or less than \$1,000, and purchases for parts and/or service for the repair of all heavy equipment at the Road and Bridge Department greater than \$200 and less than or equal to \$1,500 shall be processed only if the following documents are on hand in the Finance Department:

- a. A properly validated purchase requisition/purchase order.
- b. A properly signed and dated receiving report. The pink copy of the purchase order shall serve as the receiving report. The receiving report shall be signed and dated by an authorized individual indicating receipt and acceptance of goods in the quantities ordered.

\$200.00 or less for parts and/or service for the repair of all heavy equipment at the Road and Bridge Department.

~~e. An original invoice. The invoice must be as complete as possible. It must clearly indicate the name, address, and any other information pertaining to the vendor. It must also clearly indicate the commodities sold and cost of such commodities. Monthly or other statements may be submitted; however, such statements shall not be used in place of an original invoice. If the invoice is received by the requisitioning department, it must be signed and dated by Board approved authorized personnel prior to delivery to the Finance Department. Unless otherwise impracticable, all invoices shall be submitted directly from the vendor to the Finance Department.~~

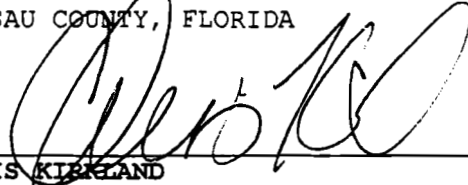
~~5. All invoices for purchases that are in excess of the amounts listed in Subsection 5 of this Section shall be process only if the documents listed in Subsection (3) above are on hand at the Finance Department, Form PUR 7068 has been properly completed as specified in Section 4(3)(f), and the applicable Sections of Section 4(3)(e-f) were adhered to.~~

~~6. All invoices for purchases that require formal and competitive bids shall be processed only if the documents listed in Section 4 are on hand in the Finance Department, Form PUR 7068 has been properly completed as specified in Section 4(3)(f), and evidence exists in the Board minutes indicating the bid aware and the bid amount.~~

SECTION 8 - EFFECTIVE DATE

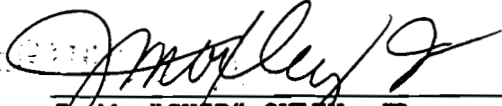
This Ordinance takes effect immediately upon its being filed in the Office of the Secretary of the State.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



CHRIS KIERLAND
Its: Chairman

ATTEST:



J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:

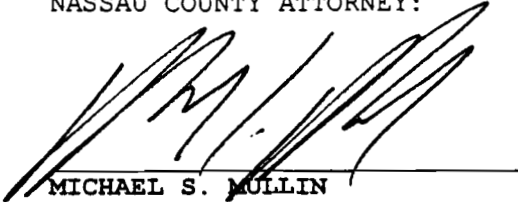

MICHAEL S. MULLIN

EXHIBIT "B"

MEETING: _____ / _____
(Date) (Time)

PURPOSE: _____

ATTENDEES: _____

LOCATION: _____

PRESS NOTIFICATION - CHECKLIST

YES NO

1. Press Notified
By Phone and Fax _____

2. Person notifying Press _____

3. Newspapers & Radio Station Notified & Dates and times notified:

NEWS-LEADER	261-3696/fax 261-3698	_____
RECORD	879-2727/fax 879-5155	_____
TIMES-UNION	359-4697/fax 359-4478	_____
WGSR	277-0630/fax 277-0506	_____

4. Additional press/entities notified:

(Name) (Date) (Time) _____

5. Notice posted at:

Courthouse:
Person Posting Notice: _____
Date: _____ Time: _____ (Copy of Notice must be attached)

Notice posted at other County Buildings:
Place(s): _____
Person Posting Notice: _____
Date: _____ Time: _____ (Copy of Notice must be attached)

6. Notice provided to access channels:
Access channels provided Notice: _____

7. Notice provided to County's Website: _____

8. Copies of Notices and Faxes attached: _____

9. Person authorized to take minutes/notes: _____

Individual Certifying that the
above was completed

Michael S. Mullin
County Attorney

J. M. "Chip" Oxley, Jr.
Clerk of the Court