

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR  
COLLIER COUNTY, FLORIDA CIVIL ACTION

DWIGHT E. BROCK, as Clerk of the Circuit  
Court of Collier County, Florida,

CASE NO.: 15-00595 CA 01

Plaintiff,

vs.

LEO E. OCHS, JR., as Manager/Administrator  
Of Collier County, Florida, and JOANNE  
MARKIEWICZ, as Purchasing & General Services  
Director of Collier County, Florida,

Defendants,

And

COLLIER COUNTY, FLORIDA,

Intervenor.

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**FINAL SUMMARY JUDGMENT**

THIS CAUSE having become before this Court upon the motion for final summary judgment filed by Defendant, Leo E. Ochs, Jr. (the "County Manager"), the motion for summary judgment filed by Collier County, Florida (the "County"), and a joinder in these motions by Joanne Markiewicz (the "Purchasing Director") (collectively, the "Defendants"), as well as the motion for partial summary judgment filed by Dwight E. Brock (the "Clerk"), and the Court having reviewed said motions and the exhibits thereto, having heard the argument of counsel and being otherwise fully advised in the premises, the Court makes the following determinations.

1. This action stems from a dispute raised by Plaintiff, Dwight E. Brock, Clerk of the Circuit Court of Collier County (hereinafter "Clerk") against Defendants, Leo E. Ochs, Jr., as Manager/Administrator of Collier County (hereinafter "the County Manager"), and Joanne Markiewicz, as Purchasing and General Services Division Director of Collier County (hereinafter

“County Purchasing Director”). The County later intervened in the action brought by Plaintiff, and filed a Counterclaim.

2. Collier County is a non-chartered political subdivision of the State of Florida and is governed by a Board of County Commissioners.

3. Leo E. Ochs, Jr., has served as the County Manager for Collier County since September 2009. His responsibilities including serving as the chief executive officer, carrying out the policy directive of the Board of County Commissioners and running the County’s day-to-day operations.

4. Joanne Markiewicz serves as Collier County’s Director of Procurement Services and Purchasing Director. As the senior employee within Collier County’s procurement department, Ms. Markiewicz reports to the department head in administrative services, who reports to the County Manager.

5. Dwight E. Brock has served as the Clerk of Courts for Collier County since being first elected to the position in 1993.

6. The underlying facts of this case are that On or about July 2, 2014, Swain Hall, a Procurement Strategist in the County purchasing section, issued Invitation to Bid, Solicitation: 14-6265 Online Safety Training Program (“TB 14-6265”). On or about July 22, 2014, Skillsoft Corporation (“Skillsoft”) submitted its bid in response to ITB 14-6265, the “Skillsoft Bid”. On or about December 2, 2014, (with a contract date of November 2, 2014) Agreement 14-6265 for Online Safety Training Program (the “Skillsoft Contract”) was executed by Mark Murray on behalf of Skillsoft Corporation d/b/a Skillsoft Direct and the Defendant MARKIEWICZ in the name of COLLIER COUNTY on behalf of the BOARD.

7. Counts I and II of the Clerk’s complaint as well as Count I of the County’s Counterclaim and Count I of the County Manager’s counterclaim all seek declaratory and injunctive relief related to whether a County Commission in a non-charter county may lawfully delegate to its county administrator the authority to make purchases and enter into associated

contracts below a legislatively-determined threshold amount. Under the Florida Constitution, a non-charter county may take any action that is not expressly prohibited by general or special law. *State v. Orange County*, 281 So. 2d 310, 312 (Fla. 1973).

8. On December 31, 2015, Intervenor, the County, and Defendant, the County Manager, both filed Motions for Summary Judgment with this Court. Defendant, County Purchasing Director, filed a Motion to join in both Motions for Summary Judgment. That same day, Plaintiff filed his Motion for Partial Summary Judgment.

9. The first issue in this case involves a challenge by the Clerk to the Collier County Board of County Commissioners' (the "County") authority to delegate to the County Manager (and his designees, including the Purchasing Director), the ability to make small purchases (and enter into associated contracts) below a legislatively-determined threshold amount of \$50,000 and in accordance with policies and procedures established by Collier County ordinances and resolutions. The main question presented is whether the County Commission possesses authority, pursuant to the County Administration Law of 1974, §§ 125.70-74, Fla. Stat. (1974) (the "Administration Law"), to delegate these powers and duties.

10. The second issue in this case is the Clerk's challenge of the process by which The County approves all expenditures. Specifically, the Clerk states in his amended wherefore clause to Count I that he seeks a declaration that "before making payment, the Clerk's office may require documentation of each expenditure in sufficient detail to establish that the Board of County Commissioners' approval of the contract, agreement or purchase, decision of the authorized public purpose served, and how that particular expenditure serves to further the identified public purpose."

The third and final issue is the County and County Managers' claims seeking injunctive relief requesting the Court compel the Clerk's performance of his duties.

11. Summary judgment is proper when there are no genuine issues of material fact and that the moving party is entitled to a judgment as a matter of law. *See Fla. R. Civ. P. 1.510*

( c ); *Volusia Cnty. V. Aberdeen at Ormond Beach, L.P.*, 760 So. 2d 126, 130 (Fla. 2000). The interpretation of a statute central to a summary judgment is a matter of law. See *Eng'g Contractors Ass'n of S. Fla, Inc. vs. Broward Cnty.*, 789 So. 2d 445, 449-50 (Fla. 4<sup>th</sup> DCA 2001).

12. Ordinances of the County are presumed valid and legal until proven otherwise.

*Miami-Dade County v. Malibu Lodging*, 64 So. 3d 716 (Fla. 3d DCA 2011).

13. COLLIER COUNTY is a non-charter county under Article VIII, Section 1(f), Florida Constitution, which provides in pertinent part:

**“Counties not operating under county charters shall have such power of self-government as is provided by general or special law. The Board of county commissioners of a county not operating under a charter may enact, in a manner prescribed by general law, county ordinances not inconsistent with general or special law,...”** (emphasis added)

14. Pursuant to the provisions of Section 129.09, F.S., if the CLERK acting as county auditor, signs any warrant to pay any illegal charge against COLLIER COUNTY or to pay any claim against COLLIER COUNTY not authorized by law or COLLIER COUNTY ordinance, the CLERK shall be personally liable for such amount, and if the CLERK signs the warrant willfully and knowingly the CLERK is guilty of a second degree misdemeanor.

15. The BOARD of County Commissioners is the elected governing body of COLLIER COUNTY. Section 125.01, F.S. outlines various powers and duties of the BOARD as the governing body of COLLIER COUNTY, a non-charter county. The BOARD can only take action in public at noticed public meetings.

Section 125.01(3)(a), F.S. provides, as to the powers of the BOARD, that:

**“(3)(a) The enumeration of powers herein shall not be deemed exclusive or restrictive, but shall be deemed to incorporate all implied powers necessary or incident to carrying out such powers enumerated, including specifically, authority to employ personnel, expend funds, enter into contractual obligations, and purchase or lease and sell or exchange real or personal property.”** (emphasis added)

16. In 1974, the Florida Legislature enacted the Administration Law that outlines the powers and duties of the "County Administration". The Legislature specifically codified the purpose of the Administration Law at section 125.71 stating:

**It is the legislative intent that it is necessary to authorize a form of county administration that best assures an adequate and efficient provision of services to the citizens in this state, that provides for coordinated administration of county departments to better protect the health, welfare, safety, and quality of life of the residents in each of the more urbanized counties, and that places in the hands of a county administrator the multitude of details which must necessarily arise from the operation of a county as a unit of local government and, thus, enables the board of county commissioners to perform freely, without unnecessary interruption, its fundamental intended purpose of making policies within the framework of law applicable to county government in this state. It is the further legislative intent to provide a formula and structure for the economic and efficient conduct of county affairs by making the county administrator established by this act responsible for handling of all things necessary to accomplish and bring to fruition the policies established by the board of county commissioners.**

§125.71, Fla. Stat. (emphasis added).

Section 125.74 defines the County Manager's powers and duties. It states, in relevant part:

1. The administrator may be responsible for the administration of all departments responsible to the board of county commissioners and for the proper administration of all affairs under the jurisdiction of the board. **To that end, the administrator may, by way of enumeration and not by way of limitation, have the following specific powers and duties to:**

(a) Administer and carry out the directives and policies of the board of county commissioners and enforce all orders, resolutions, ordinances, and regulations of the board to assure that they are faithfully executed.

(g) Supervise the care and custody of all county property.

(i) Develop, install, and maintain centralized budgeting, personnel, legal and purchasing procedures.

(k) Select, employ, and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the board. However, the employment of all department heads shall require confirmation by the board of county commissioners.

(m) **Negotiate leases, contracts, and other agreements, including consultant services, for the county, subject to approval of the board, and make recommendations concerning the nature and location of county improvements.**

(q) **Perform such other duties as may be required by the board of county commissioners.**

(2) [i]t is the intent of the Legislature to grant to the county administrator only those powers and duties which are **administrative or ministerial in nature and not to delegate any government power imbued in the board of county commissioners** as the governing body of the county pursuant to s. 1(e), Art. VIII of the State Constitution. To that end, the above specifically enumerated powers are to be construed as administrative in nature, and in any exercise of governmental power the administrator shall only be performing the duty of advising the board of county commissioners in its role as the policy-setting governing body of the county. § 125.74, Fla. Stat. (emphasis added).

17. In 1978, Collier County expressly adopted section 125.74 of the Administration Law. *See* Collier Cnty. Ord. No. 78-18.

18. For decades, the Collier County Commission, through a series of resolutions

and ordinances, specifically delegated to the County Manager and his designees the power and duty to make purchases and enter into associated contracts below a legislatively-determined dollar threshold amount. Collier County first established the procedure for adopting a purchasing policy with the passage of Collier County Ordinance No. 1987-25. Pursuant to that procedure, the County further adopted a complete Purchasing Policy.

On June 27, 2000, the County amended its Purchasing Policy to authorize the Purchasing/General Services Director, or designee, to approve all bilateral contracts for commodities and services under a formal competitive threshold authorized by the County Commission.

The most current Purchasing Policy was adopted by Resolution 2009-30. Resolution 2009-30 authorized the Purchasing Director, under the direction of the County Manager, to approve of purchase orders, purchasing card charges, or formal agreements, without first having to go before the County Commission, so long as the amount does not exceed \$50,000. The County Commission retained jurisdiction of all contracts for commodities and services in excess of the \$50,000 threshold amount.

Thereafter, in 2013, the County adopted a Purchasing Ordinance which repealed and replaced Ordinance No. 87-25 and codified and formalized the County's Purchasing Policy. Although the Purchasing Ordinance made the Purchasing Department of the County responsible for preparing and recommending for adoption the administrative procedures known as the Purchasing Manual for the implementation of this Purchasing Ordinance, the County Commission elected, for purchases under \$50,000, to continue to utilize the Purchasing Policy adopted by Ordinance No. 2009-30 until a Purchasing Manual could be approved.

Ordinance No. 2013-69 was subsequently amended by Ordinance No. 2015-37. Ordinance No. 2015-37 contained "a formal legislative finding" by the County Commission that the "power to make purchases and enter into agreements and contracts under \$50,000.00" is "administrative and ministerial and promote(s) the efficient administration of County

government, and that having the County Manager and Procurement Services Director make purchases and enter into contracts under \$50,000 is in the best interest of the County and secures the maximum efficiency for the benefit of the public.” Ordinance 2015-27 also specifically “delegates the County Manager and Procurement Services Director or designees, the authority to make purchases and enter into contracts for purchases or awards in an amount not to exceed \$50,000.00.”

Specifically, the Purchasing Ordinance, as amended, sets forth detailed procedures for: (1) very small purchases (less than \$3,000); (2) informal competition for small purchases (exceeding \$3,000 but not greater than \$50,000); (3) and formal competition and County Commission approval for large purchases (in excess of \$50,000).

All purchases greater than \$50,000 are awarded by the County Commission; however, purchases of \$50,000 and under are awarded by the Purchasing Director, subject to the procedures set forth in the Purchasing Ordinance. Very small purchase (those less than \$3,000), may be approved by the Purchasing Director without formal or informal competition, by means of a purchase order, purchasing card, or formal agreement, in conformity with the provisions of Section 27 of the Purchasing Ordinance, regulating the County’s purchasing card program. For small purchases (exceeding \$3,000, but not greater than \$50,000), and where a Board approved contract is not applicable, purchases may be solicited by obtaining at least three competitive quotes. Awards “shall be made to the lowest, qualified and responsive quote in accordance with the standards set forth in this Purchasing Ordinance.” The Purchasing Ordinance directs the manner in which the Purchasing Director is to solicit quotes and orders her to keep records of all quotes submitted for public inspection. Finally, all purchases and contracts under \$50,000 are subject to the Clerk’s pre-audit and must be ultimately approved by the County Commission as serving a valid public purpose prior to any disbursement of funds. The County Commission may always refuse to approve a purchase made by the County Manager or his designees.

19. The process for the payment of expenditures in Collier County begins with a



purchase pursuant to a Board-approved contract or either (1) a contract under \$50,000 approved by the County Manager or his staff, (2) a purchase order for an item less than \$50,000 by the County Manager or his staff, or (3) a P-Card purchase for less than \$3,000.

20. When the County Manager or his staff make purchases and enter into contracts under \$50,000, they first refer to their overall budgets and then make a determination as to whether the good or services needed would serve the public.

21. Next, invoices for goods or services received are reviewed by the procurement staff and then loaded into the Count's financial accounting system. The accounting system contains a field that requires the County Manager's staff to insert language explaining the purpose of any particular purchase.

22. Once staff completes this process, all of the foregoing information, including staff's Preliminary determination of a public purpose, is submitted to the Clerk for pre-audit.

23. The "pre-audit" or "prepayment audit" is the audit performed by the Clerk before an expenditure is actually paid with a final check. In performing his pre-audit function, the Clerk must determine the legality of all county expenditures before payment is made.

24. Following pre-audit, the expenditures are presented to the County Commission in a disbursement report for them to expressly approve those expenditures and make the final determination of valid public purpose prior to the payment being disbursed by the clerk. This disbursement report, which is prepared by the Clerk's office, includes a list of expenditures, with a column for information indicating the purpose of each expenditure.

25. It is undisputed that the County itself has the authority to enter into contracts and make purchases for public purposes. See § 125.01(3)(a), Fla. Stat. ("The enumeration of powers herein may not be deemed exclusive or restrictive, but is deemed to incorporate all implied powers necessary or incident to carrying out such powers enumerated, including, specifically, authority to employ personnel, expend funds, enter into contractual obligations, and purchase or

lease and sell or exchange real or personal property.”). Therefore, the issue is solely whether this authority may be delegated to the County Manager, or other designees employed by the County.

26. The Clerk relies upon a Florida Attorney General opinion that the Board of County Commissioners cannot delegate contracting authority to the County Manager. 88-61 (“AGO 88-61”). In that case in 1988, the Monroe County Clerk sought the Attorney General’s opinion concerning whether the clerk could “accept and pay claims for payment due on contracts or leases executed by the county administrator” and his designees “with delegated authority from the board of county commissioners[.]” AGO 88-61 at 1. The Attorney General concluded “that the authority to execute contracts which obligate the county involves the exercise of independent discretion and judgment which may not be delegated absent statutory authority,” and that it had not found “any statutory authority which would allow a county administrator to be delegated discretionary powers held by the board of county commissioners.” *Id.*

AGO 88-61 is distinguishable because it concerned the delegation of the power to enter into all contracts, without limitation. It does not consider whether the authority to make small purchase and contracts under a legislatively-determined threshold dollar amount could be delegated. The Court does not find AGO 88-61 persuasive authority.

27. The Clerk argues that the County Commission may not delegate limited purchasing and contracting authority to the County Manager because the non-exclusive list of powers in section 125.74(1) contains provision “(m)” granting county administrators the power to “**negotiate leases, contracts, and other agreements, including consultant services, for the county, subject to approval of the board, and make recommendations concerning the nature and location of county improvements employees added.**” In interpreting subsection 125.74(1)(m), “however, we cannot read [it] in isolations, but must read it within the context of the entire section in order to ascertain legislative intent for the provision.” *Florida Dep’t of Env’t l Protection v. ContractPoint Fla. Parks, LLC*, 986 So. 2d 1260, 1265 (Fla. 2008). Further, “a statute should be interpreted to give effect to every clause in it, and to accord meaning and

harmony to all of its parts' and is not to be read in isolation, but in the context of the entire section." Id. (quoting *Jones v. ETS of New Orleans, Inc.*, 793 So. 2d 912, 914-15 (Fla. 2001)).

Reading this subsection as a limitation on the County Commission's ability to delegate limited purchasing and contracting authority to the County Manager (a) ignores the statutes' clear admonition that the listed powers are "by way of enumeration, and not by way of limitation," (b) ignores the interaction between subsections 125.74(1)(q) and 125.74(2), which permit the County Commission to delegate additional administrative and ministerial powers, and ignores the distinction between "administrative" and "ministerial" powers and duties.

Under the plain language of the Administration Law, the County Commission is authorized to grant the County Manager the power to "[p]erform such other duties as may be required by the board of county commissioners." § 125.74(1)(q), Fla. Stat. Pursuant to this provision, the County Commission can grant the County Manager any powers and duties that further the legislative intent stated in section 125.71, limited only to the extent that those powers and duties must be "administrative or ministerial in nature and not to delegate any government power imbued in the board of county commissioners as the governing body of the county pursuant to s. 1(e), Art. VIII of the State Constitution." § 125.74(2), Fla. Stat.

28. "Ministerial" powers and duties are those "imposed expressly by law, not by contract or arising necessarily as an incident to the office, involving no discretion in its exercise, but mandatory and imperative." *City of Tarpon Springs v. Planes*, 30 So. 3d 693, 695 (Fla. 2d DCA 2010).

29. Florida courts have not articulated a similarly concise definition of "administrative" powers and duties. Generally, however, the Florida Supreme Court has explained that "[w]hile 'the powers of government,' that are divided and limited by the constitution cannot legally be delegated or exercised except as authorized by the constitution, yet valid and appropriate statutes may, within organic limitations, confer upon officers or commissions or boards, administrative or

ministerial authorities and duties, which may require the exercise of **administrative discretion and judgment.**” *Williams v. Kelly*, 182 So. 881 (Fla. 1938) (emphasis added).

An official exercises “administrative” discretion when his acts are guided by standards for making decisions and are subject to meaningful oversight. *See Thomas v. City of West Palm Beach*, 299 So. 2d 11, 14 (Fla. 1974) (holding that a city ordinance which delegated to city officials discretion to determine if dwellings were unfit or unsafe for human habitation if they met certain criteria were valid and a lawful delegation of discretion to the officials). Thus, a municipal official acts lawfully pursuant to an ordinance providing “more than sufficiently definite guidelines” to restrain delegated discretionary authority. *United Sanitation Servs. Of Hillsborough, Inv. V. City of Tampa*, 302 So. 2d 435, 438 (Fla. 2d DCA 1974); *see also Mistretta v. United States*, 488 U.S. 361, 372-73 (1989) (holding that executive officials may exercise governmental power so long as Congress lays down an “intelligible principle” that “clearly delineate[es] the general policy” an agency is to achieve and specifies the “boundaries of [the] delegated authority”). In these situations, the “fact that *some* authority, discretion or judgment is necessarily required to be exercised in carrying out a purely administrative or ministerial duty imposed by statute does not invalidate the statute.” *Comner v. Joe Hatton, Inc.*, 216 So. 2d 209, 211 (Fla. 1968). Rather, “the true distinction is between the delegation of power to make the law, which necessarily involves a discretion as to what the law shall be, and the conferring of authority or discretion in *executing* the law pursuant to and within the confines of the law itself.” *Id.*

30. “[G]overnment power imbued in the board of county commissioners as the governing body of the county” are those essential governmental powers reserved to the governing body as policymaker (such as the powers to pass laws, adopt a budget, or create a zoning code), which interpretation is consistent with the stated purpose of the Administration Law to enable the County Commission to place “in the hands of a county administrator the multitude of details which must necessarily arise from the operation of a county as a unit of local government” and

thereby enable “the board of county commissioners to perform freely, without unnecessary interruption, its fundamental intended purpose of making policies within the framework of law applicable to county government in this state.” § 125.71, Fla. Stat.

31. The Court finds as to the first issue, that the Purchasing Ordinance adopted by the County Commission constitutes a lawful delegation of administrative authority. The standards and layers of review established by the County Commission appropriately limit the County Manager’s discretion and assure that he only exercises “administrative” powers and duties that do not intrude on the County Commission’s role as the “policy-setting governing body of the county.”

32. The second issue is a challenge by the Clerk to the “ process” by which the County approves all expenditures. Specifically, the Clerk states in his amended wherefore clause to Count I that he seeks a declaration that “before making payment, the Clerk’s office may require documentation of each expenditure in sufficient detail to establish that the Board of County Commissioners’ approval of the contract, agreement or purchase, decision of the authorized public purpose served, and how that particular expenditure serves to further the identified public purpose.”

At no other point in the operative complaint are there any allegations as to the process of County approval, nor are there any allegations that the County, County Manager, or Purchasing Director are acting in violation of any statute, ordinance, or other source of law.

The Clerk has asserted that the issues to be resolved as to his process claim are: (1) who is responsible for inputting the purpose of each expenditure in the report submitted to the Board prior to approval of payment of each expenditure; (2) whether the Board’s finding of valid public purpose needs to come before or after the Clerk’s writes (but has not yet issued) each check; and (3) what information should be included in the expenditure report submitted to the Board prior to approval of payment of each expenditure. Not one of these three issues is a legal issue.

Prevailing law holds that “[a] party seeking declaratory relief must show that... [the] relief sought is not merely giving of legal advice by the courts...” *Santa Rosa County v. Administration Comm’n, Div. of Admin. Hrngs.*, 661 So. 2d 1190, 1193 (Fla. 1995) (quoting *Martinez v. Scanlan*, 582 So. 2d 1167, 1170 (Fla.1991); see generally *McIntosh v. Harbour Club Villas Condo. Ass’n*, 468 So. 2d 1075, 1081 (Fla. 3d DCA 1985) (declaratory judgment is not proper to advise as to the correct procedure to follow).

Further, the mere “[d]isagreement with a constitutional or statutory duty, or the means by which it is to be carried out, does not create a justiciable controversy or provide an occasion to give an advisory judicial opinion.” *Department of Revenue of State of Fla. V. Markham*, 396 So. 2d 1120, 1121 (1981) (superseded on other grounds).

Accordingly, the Clerk’s disagreement with the County’s current payment approval process is not appropriate for this Court to issue a declaration. See, e.g., *Askew v. City of Ocala*, 348 So. 2d 308, 310 (Fla. 1977) (“the courts have no power to entertain a declaratory judgment action which involves no present controversy as to the violation of the statute”).

Therefore, the Clerk’s “process” claim fails as a matter of law.

33. The third and final issue is the County’s and County Manager’s claims for relief seeking mandatory injunctive (or possibly mandamus) relief.

The injunctive relief sought by both the County and County Manager cannot be ordered by the Court because neither the County nor County Manager pled a cause of action for injunctive relief. Each purported to seek only declaratory relief. “[C]ourts are not authorized to award relief not requested in the pleadings. To grant unrequested relief is an abuse of discretion and reversible error.” *Worthington v. Worthington*, 123 So. 3d 1189, 1190 (Fla 2d DCA 2013).

34. The rulings herein are not based upon any comparison of other county ordinances nor any opinion testimony of Dr. Robert E. Lee.

### CONCLUSION

The County Commission, pursuant to sections 125.01(1)(a) and 125.01(3)(a), Florida

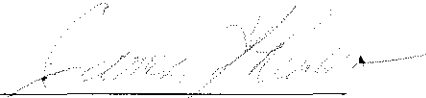
Statutes, has the power and duty to adopt its own rules of procedures and has implied powers necessary or incident to carrying out such enumerated powers. The County Manager and his designees have been lawfully granted authority from the County Commission through the Purchasing Ordinance to make purchases and enter into associated contracts below \$50,000. The Administration Law authorizes this delegation of administrative powers and duties.

Accordingly, it is ORDERED AND ADJUDGED that:

1. The County Manager's Motion for Final Summary Judgment is GRANTED.
2. The County's Motion for Summary Judgment is GRANTED.
3. The Clerk's Motion for Partial Summary Judgment is DENIED.
4. Final Judgment as to Counts I and II of the Clerk's Complaint is entered in favor of the County Manager, the Purchasing Director and the County, and against the Clerk. The Clerk shall take nothing by this action and the Defendants shall go hence without day.
5. Final Judgment as to Count I of the County Manager's Counterclaim for declarative relief and Count I of the County's Counterclaim for declarative relief is entered in favor of the County Manager and the County and against the Clerk.
6. The Court declares:
  - (A) That the County's Purchasing Ordinance is legal and not in conflict with any provisions of general or special law;
  - (B) That the County Manager and his designees have the lawful authority to make purchases, and enter into contracts for purchases, under \$50,000 (including the Skillsoft Contract) pursuant to the Purchasing Ordinance and that such authority was properly delegated by the County Commission to the County Manager and his designees as an exercise of 'administrative or ministerial' powers and duties;

7. The Court reserves jurisdiction to consider any supplementary proceedings and post-judgment rulings, if any, including costs.

DONE AND ORDERED in Chambers in Collier County, Florida this 18<sup>th</sup> day of February, 2016.

  
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THE HONORABLE JAMES R. SHENKO  
Circuit Court Judge

Copies to:  
All counsel of record