

VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA - REVISED

VILLAGE HALL COUNCIL CHAMBERS 501 U.S. HIGHWAY 1

THURSDAY, OCTOBER 13, 2022 7:00 PM

Deborah Searcy Mayor David B. Norris Vice Mayor Susan Bickel President Pro Tem Darryl C. Aubrey Councilmember

Mark Mullinix Councilmember

Chuck Huff Interim Village Manager Leonard G. Rubin Village Attorney

Jessica Green Village Clerk

INSTRUCTIONS FOR "WATCH LIVE" MEETING

To watch the meeting live please go to our website page (link provided below) and click the "Watch Live" link provided on the webpage:

https://www.village-npb.org/CivicAlerts.aspx?AID=496

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

AWARDS AND RECOGNITION

APPROVAL OF MINUTES

1. Minutes of the Regular Session held September 22, 2022

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

2. 1ST READING OF ORDINANCE 2022-18 – CODE AMENDMENT – IMPLEMENT THE RECOMMENDATIONS OF THE AD HOC COMMITTEE Consider a motion to adopt on first reading Ordinance 2020-18 Amending Appendix C (Chapter 45) of the Village Code of Ordnances to implement the recommendations of the Ad-Hoc Committee; amending Article III, "District Regulations," by amending section 45-27, "R-1 Single-Family Dwelling District," to regulate the volume and massing of Two-Story Dwellings; amending Article VII, "Nonconforming Uses of Land and Structures," by amending Section 45-64, "Nonconforming Structures," to allow the reconstruction of Nonconforming Residential Structures under specified circumstances.

CONSENT AGENDA

The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.

- **3. MOTION** Approving the suspension of the 11/24/22 and 12/22/22 Council meetings in observance of national holidays.
- **4. RESOLUTION** Approving a proposal from Advance Recreational Concepts, LLC for the purchase of new playground equipment for Anchorage Park and approving a proposal from Play Space Services, Inc. for the installation of the equipment, construction of an ADA Compliant Pathway to the playground and the installation of mulch and sod at a total cost of \$55,530.57; and authorizing execution of the Contracts.
- 5. **RESOLUTION** Approving a Third Amendment to the Cross Parking Agreement with the First Unitarian Church and to extend the term and modify the annual payment to \$6,450; and authorize execution of the Third Amendment.
- 6. Receive for file Minutes of the Golf Advisory Board meeting held 8/15/22.

OTHER VILLAGE BUSINESS MATTERS

- 7. RESOLUTION FPE COLLECTIVE BARGAINING AGREEMENT Consider a motion to adopt a resolution approving a Collective Bargaining Agreement between the Village and the Federation of Public Employees; and authorizing execution of the Agreement.
- 8. RESOLUTION AMENDMENT TO CONTRACT FOR BUILDING INSPECTION SERVICES Consider a motion to adopt a resolution approving an Amendment to the Contract with Hy-Byrd Incorporated to provide building inspection services; extending the term of the Contract through September 30, 2023; and authorizing execution of the Amendment.
- 9. RESOLUTION UNDERGROUND STORMWATER DRAINAGE SYSTEM CAMERA Consider a motion to adopt a resolution approving the purchase of one Envirosight Rovver X Crawler Camera to inspect the Village's Underground Stormwater Drainage System from Environmental Products Group, Inc. d/b/a Environmental Products of Florida at a total cost of \$84,000; and authorizing the Interim Village Manager to take all necessary steps to effectuate the purchase.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.



DRAFT MINUTES OF THE REGULAR SESSION VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA SEPTEMBER 22, 2022

Present: Deborah Searcy, Mayor

David B. Norris, Vice Mayor Susan Bickel, President Pro Tem Darryl C. Aubrey, Sc.D., Councilmember Mark Mullinix, Councilmember Chuck Huff, Interim Village Manager

Len Rubin, Village Attorney Jessica Green, Village Clerk

ROLL CALL

Mayor Searcy called the meeting to order at 7:00 p.m. All members of Council were present. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Searcy gave the invocation and Vice Mayor Norris led the public in the Pledge.

AWARDS AND RECOGNITION

Mayor Searcy presented a Proclamation for Gold Star Families Remembrance Week. Members of Gold Star Families accepted the Proclamation and thanked Council for their support.

Mayor Searcy presented a Proclamation for Arbor Day to Director of Leisure Services Zak Sherman and staff from the Recreation Department and members of the Environmental Committee. Karen Marcus, Chair of the Environmental Committee thanked Council and gave an update on the Committee's efforts to encourage more planting of trees within the Village.

APPROVAL OF MINUTES

The Minutes of the Regular Session held September 8, 2022 were approved as written.

STATEMENTS FROM THE PUBLIC

Bill Rose, 36 Yacht Club Drive, expressed his concerns regarding the proposed 200 Yacht Club Drive project.

Bob Starkie, 36 Yacht Club Drive, expressed his concerns regarding the proposed 200 Yacht Club Drive project.

STATEMENTS FROM THE PUBLIC continued

Chris Ryder, 118 Dory Road South, expressed his concerns regarding the decision to end the utilization of Zoom for Council meetings. Mr. Ryder also expressed his concerns regarding Anchorage Park and the proposed lane reduction of U.S. Highway 1.

Susan Barnard, 400 Gulf Road, expressed her appreciation for the electrical pole being removed from her property and thanked Mr. Huff for his efforts.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

<u>PUBLIC HEARING AND SECOND READING OF AD VALOREM TAX MILLAGE RATE</u> ORDINANCE AND BUDGET ORDINANCE

A motion was made by Councilmember Mullinix and seconded by Vice Mayor Norris to adopt and enact on second reading Ordinance 2022-15 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL LEVY OF AD VALOREM TAXES FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by President Pro Tem Bickel and seconded by Councilmember Aubrey to adopt and enact on second reading Ordinance 2022-16 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING THE ANNUAL BUDGET OF THE VILLAGE OF NORTH PALM BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 AND AUTHORIZING ALLOCATIONS, APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE BUDGET AND AS AUTHORIZED BY LAW; APPROVING A COMPREHENSIVE PAY PLAN AND AUTHORIZING THE VILLAGE MANAGER TO MAKE TEMPORARY APPOINTMENTS TO BUDGETED POSITIONS; APPROVING A MASTER FEE SCHEDULE; PROVIDING FOR THE CREATION OF GOVERNMENTAL FUNDS WHEN NECESSARY; PROVIDING FOR THE RECEIPT OF GRANTS OR GIFTS; PROVIDING PROCEDURES FOR BUDGET AMENDMENTS; PROVIDING FOR THE LAPSE OF OUTSTANDING ENCUMBRANCES AND THE RE-APPROPRIATION OF UNEXPENDED APPROPRIATIONS FOR THE PRIOR FISCAL YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff presented two (2) FY 2023 Millage Selection Options. Option #1 was to retain the FY 2022 millage rate of \$7.05 mils or Option #2 was to reduce the millage rate to \$7.00 mils.

Mayor Searcy opened the public hearing on the ad valorem tax millage rate and budget.

There being no comments from the public, Mayor Searcy closed the public hearing.

Discussion ensued among the Councilmembers regarding the millage rate options.

A motion was made by President Pro Tem Bickel and seconded by Councilmember Aubrey to establish an ad valorem tax millage rate of 7.0000 mils. The motion passed unanimously.

PUBLIC HEARING AND SECOND READING OF AD VALOREM TAX MILLAGE RATE ORDINANCE AND BUDGET ORDINANCE continued

Mayor Searcy announced that the rolled back rate is 6.2648 mils, the percentage increase over the rolled back rate is 11.74%, and the millage rate to be levied is 7.0000 mils.

A motion was made by Councilmember Mullinix and seconded by President Pro Tem Bickel to amend Ordinance 2022-15 to change the millage rate from 7.0500 mils to 7.0000 mils.

The motion to adopt and enact on second reading Ordinance 2022-15 approving the Ad Valorem Tax Millage Rate as amended passed unanimously.

The motion to adopt and enact on second reading Ordinance 2022-16 approving the Fiscal Year 2022-2023 Annual Budget passed 4 to 1 with Mayor Searcy, Vice Mayor Norris, President Pro Tem Bickel and Councilmember Aubrey voting aye. Councilmember Mullinix voted nay.

ORDINANCE 2022-17 CODE AMENDMENT – FIRE AND POLICE PENSION

A motion was made by Vice Mayor Norris and seconded by Councilmember Mullinix to adopt and enact on second reading Ordinance 2022-17 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING DIVISION 4, "PENSION AND CERTAIN OTHER BENEFITS FOR FIRE AND POLICE EMPLOYEES," OF ARTICLE V, "PENSIONS AND RETIREMENT SYSTEMS," OF CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 2-159, "CREATION OF TRUST AND DEFINITIONS," SECTION 2-161, "BENEFIT AMOUNTS," AND SECTION 2-163, "CONTRIBUTIONS," TO AMEND THE CALCULATION OF POLICE OFFICER RETIREMENT BENEFITS TO INCREASE THE MULTIPLIER USED TO CALCULATE RETIREMENT BENEFITS, MODIFY THE MAXIMUM CAP AND INCREASE THE EMPLOYEE CONTRIBUTION FOR POLICE OFFICER MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin stated that the ordinance had passed on first reading at the previous meeting and that the purpose of the ordinance was to address the changes that were made to the Police pension benefit amounts as a result of negotiations and a new Collective Bargaining Agreement between the Village and the Police Benevolent Association.

Thereafter, the motion to adopt and enact on second reading Ordinance 2022-17 passed unanimously.

MOTION – DIMENSIONAL EXCEPTION APPLICATION FOR 407 OYSTER ROAD

Interim Community Development Director Alex Ahrenholz gave a brief history of the property and explained and described the applicant's recreational vehicle location. Mr. Ahrenholz showed pictures of the recreational vehicle, its screening and its location. Mr. Ahrenholz stated that staff was recommending approval of the dimensional exception request with the condition that if any of the trees or shrubs on the subject property or on the neighboring property that are currently providing screening are removed, they shall be replaced on the applicant's property or the neighboring property within six months of their removal and the mesh fabric currently being used as screening shall be removed within thirty (30) days.

MOTION – DIMENSIONAL EXCEPTION APPLICATION FOR 407 OYSTER ROAD continued

Mayor Searcy opened the public hearing on the Dimensional Exception Application for 407 Oyster Road.

There being no comments from the public, Mayor Search closed the public hearing.

A motion was made by Councilmember Mullinix and seconded by President Pro Tem Bickel to approve the Dimensional Exception Application for 407 Oyster Road subject to the conditions recommended by staff.

Thereafter, the motion passed unanimously.

CONSENT AGENDA APPROVED

Vice Mayor Norris moved to approve the Consent Agenda. Councilmember Mullinix seconded the motion, which passed unanimously. The following items were approved:

Motion to grant a merit increase of 4.4% to the Village Clerk based upon the averaged score of the performance evaluations and directing the Village to process same.

Resolution approving a Blanket Purchase Order with Baker and Taylor LLC in an amount not to exceed \$33,000 for Village Library books.

Resolution approving a Blanket Purchase Order with Bibliotheca LLC in an amount not to exceed \$25,000 for Village Library access to electronic books.

Resolution approving a Ninth Amendment to an Agreement for Grant Services with RMPK Funding, Inc. with compensation for Fiscal Year 2023 not to exceed \$20,000; and authorizing execution of the Ninth Amendment.

Resolution approving a Second Amendment to the Licensing Agreement with Richard E. Cavanah, Inc. to utilize the Country Club Pool for organized swim training and activities; extending the term through September 30, 2024 and increasing the monthly License Payment from \$2,000 to \$2,100 per month; and authorizing execution of the Second Amendment.

Resolution approving the purchase of Interior Air Purification Systems from RGF Environmental Group, Inc. at a total cost of \$42,176.10; and waiving the Village's purchasing policies and procedures.

Resolution accepting a proposal from Beach Environmental Exterminating, Inc. at a total cost of \$28,948 for termite treatment at the Public Safety building; and authorizing execution of the Contract.

Resolution approving a Third Amendment to an Agreement with NZ Consultants for Long Range Planning and Zoning Services; increase the total amount of compensation not to exceed \$130,000 and extend the term of the Agreement through September 30, 2023; and authorizing execution of the Third Amendment.

Resolution approving a Second Amendment to the Agreement with C.A.P. Government, Inc. for building inspection services; extending the Agreement through September 30, 2023 and increasing the total amount of compensation to \$150,000; and authorizing execution of the Second Amendment.

Receive for file Minutes of the Recreation Advisory Board Meeting held 8/9/22.

RESOLUTION 2022-80 – MUNIS WORK ORDER MODULE FOR PUBLIC WORKS DEPARMENT

A motion was made by President Pro Tem Bickel and seconded by Councilmember Aubrey to adopt Resolution 2022-80 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING A PROPOSAL FROM TYLER TECHNOLOGIES, INC. FOR THE ADDITION OF A MUNIS WORK ORDER MODULE FOR THE PUBLIC WORKS DEPARTMENT; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLERK TO AMEND THE CAPITAL PROJECTS FUND BUDGET TO TRANSFER \$98,450.00 FROM THE CAPITAL RESERVE ACCOUNT TO THE PUBLIC WORKS — COMPUTER HARDWARE AND SOFTWARE CAPITAL ACCOUNT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Acting Public Works Director Chad Girard explained that the purpose of the resolution was to purchase a new work order software program that would integrate with the Village's current inventory and accounting software.

Deborah Cross, 2560 Pepperwood Circle S, asked for clarification regarding a reduction or discount that was on the proposal and was added back to the total.

Mr. Girard explained that there was a ten percent (10%) discount on the overall licensing fees and the yearly costs were ten percent (10%) of the original amount.

Discussion ensued between Council and Mr. Girard regarding the discounts and costs.

Mr. Girard stated that he would check back with the software company to clarify all of the costs.

Thereafter, the motion to adopt Resolution 2022-80 passed unanimously.

$\frac{\text{RESOLUTION 2022-81} - \text{FOURTH AMENDMENT TO GOLF COURSE MAINTENANCE}}{\text{CONTRACT}}$

A motion was made by Vice Mayor Norris and seconded by Councilmember Mullinix to adopt Resolution 2022-81 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A FOURTH AMENDMENT TO THE GOLF COURSE MAINTENANCE CONTRACT WITH BRIGHTVIEW GOLF MAINTENANCE, INC. TO PROVIDE FOR AN ADJUSTMENT IN ANNUAL COMPENSATION FOR FISCAL YEAR 2023 AS WELL AS AN ADDITIONAL EMPLOYEE AND EQUIPMENT; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE FOURTH AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Head Golf Professional Allan Bowman explained the purpose of amendment to the contract. Mr. Bowman explained that based on a previous amendment to the contract the total annual compensation for Fiscal Year 2023 would be adjusted by the weighted average of changes to the Consumer Price Index for all Urban Consumers and the Employment Cost Index for Total Compensation for Private Industry Workers.

RESOLUTION 2022-81 – FOURTH AMENDMENT TO GOLF COURSE MAINTENANCE CONTRACT continued

The weighted averages of the two indexes was 6.2% and Brightview was entitled to receive the additional five percent (5%). However, staff was seeking to increase the annual compensation by an additional 3.25% to add one (1) golf course equipment turf sprayer and one (1) additional employee to its maintenance staff to assist the Country Club in achieving optimal golf course conditions. The total recommended adjustment to the compensation would be 8.25%.

Thereafter, the motion to adopt Resolution 2022-81 passed unanimously.

RESOLUTION 2022-82 – THIRD AMENDMENT TO JANITORIAL SERVICES CONTRACT

A motion was made by Councilmember Mullinix and seconded by President Pro Tem Bickel to adopt Resolution 2022-82 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A THIRD AMENDMENT TO THE CONTRACT WITH AK BUILDING SERVICES, INC. FOR JANITORIAL SERVICES TO EXTEND THE TERM THROUGH FISCAL YEAR 2023 AND INCREASE THE COMPENSATION; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE THIRD AMENDMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

James Anthony, Facilities Manager explained the purpose of the resolution. Mr. Anthony explained that AK Building Services was requesting an eight percent (8%) increase in its base compensation in response to an increase in the minimum wage in the State of Florida and an increase in the cost of supplies.

Deborah Cross, 2560 Pepperwood Circle S, asked for clarification of the fees in the contract and asked if the Country Club had its own cleaning services.

Mr. Anthony explained that temporary facilities at the Country Club were backed out of the contract. The contract is paid for out of the Public Works and Country Club budgets. The contract covers cleaning for all Village facilities.

Discussion ensued between Councilmembers and Mr. Rubin regarding the Janitorial Services Contract with AK Building Services, Inc.

Thereafter, the motion to adopt Resolution 2022-82 passed unanimously.

RESOLUTION 2022-83 – PUD AMENDMENT

A motion was made by Councilmember Mullinix and seconded by President Pro Tem Bickel to adopt Resolution 2022-83 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A MINOR AMENDMENT TO THE SHOPPES AT CITY CENTRE PLANNED UNIT DEVELOPMENT TO REVISE THE APPROVED BUILDING COLORS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2022-83 – PUD AMENDMENT continued

Mr. Ahrenholz began a presentation. Mr. Ahrenholz gave a brief history of the Shoppes at City Centre Planned Unit Development. The property owner was proposing the paint the buildings different colors than the shades of brown and tan that were approved in the original plan. Mr. Ahrenholz showed the Council renderings with the proposed paint colors. Mr. Ahrenholz stated that staff was recommending the minor modification to the Shoppes at City Centre Commercial Planned Unit Development to change the colors referenced in the Building Elevation Color and Identification Graphic.

Discussion ensued between Council and staff regarding the minor modification to the Shoppes at City Centre Planned Unit Development

Thereafter, the motion to adopt Resolution 2022-83 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

Mayor Searcy stated that it had come to her attention that the Village' budget could be adopted by resolution instead of by ordinance. Mayor Searcy asked Mr. Rubin to explain.

Mr. Rubin stated that Florida statute allows a municipalities budget to be adopted by resolution or ordinance. The Village's current code requires that the budget be adopted by ordinance.

President Pro Tem Bickel asked what the difference would be between the two.

Mr. Rubin stated that the process would be less cumbersome since there would be a need to have two hearings on the budget and a resolution would not need to be advertised therefore would provide a cost savings.

President Pro Tem Bickel asked what the cost savings would be.

Village Clerk Green stated that the cost could range anywhere between \$150 to \$300 for the legal advertisement.

Discussion ensued between the Councilmembers and it was concluded that they preferred to keep the process of adopting the Village's budget by ordinance.

Mayor Searcy announced that the Great American Clean-Up would be taking place at Anchorage Park on Saturday, September 24th at 11:30 a.m. The Villages' Touch a Truck event would be taking place at Anchorage Park on Saturday, October 8th beginning at 10 a.m. Mayor Searcy asked Mr. Sherman to give an update on the Cornhole Tournament.

Mr. Sherman stated that approximately seventy-five (75) people attended the tournament and the everyone had a great time.

VILLAGE MANAGER MATTERS/REPORTS

Interim Village Manager thanked Council and staff for their input and efforts in presenting and passing the FY 2023 Budget.

<u>Discussion – Pay Adjustments for Interim Village Manager and Village Clerk</u>

Mr. Rubin explained that there were two issues that Village staff was seeking direction from Council. The first issue was whether the Interim Village Manager and the Village Clerk would also receive the eight percent (8%) salary increase that all of the other non-union employees would be receiving. The second issue was that Mr. Huff's evaluation for his prior position as Director of Public Works was completed by the former Village Manager which resulted in a 4.6% merit increase. Mr. Huff's anniversary date is October 1st and if he had not been named Interim Village Manager, his base pay rate would change by 4.6% on October 1, 2022. Mr. Huff was appointed the Interim Village Manager position on July 1, 2022 and his salary was increased by 26.4%. Mr. Rubin stated that staff was seeking direction on whether or not Mr. Huff should receive a merit increase and whether the increase should be applied to his current rate of pay. Council would have to make a decision on the two issues since Council sets the salaries for both the Village Clerk and the Village Manager.

President Pro Tem Bickel asked that the two issues be discussed and dealt with separately.

Discussion ensued between Councilmembers regarding whether or not the Village Clerk would receive the same eight percent (8%) salary increase that all of the other non-union employees would receive.

A motion was made by President Pro Tem Bickel and seconded by Vice Mayor Norris to give the Village Clerk the eight percent (8%) salary increase that all of the other non-union employees would be receiving. Thereafter the motion passed unanimously.

Discussion ensued between Councilmembers regarding whether or not Mr. Huff should receive the eight percent (8%) salary increase that all of the other non-union employees would be receiving and if Mr. Huff should receive the 4.6% merit increase and whether the increase should be applied to Mr. Huff's current or former rate of pay.

A motion was made by President Pro Tem Bickel and seconded by Councilmember Aubrey to approve a 4.6% merit increase to Interim Village Manager Huff based on Mr. Huff's former Director of Public Works salary, and not the eight percent (8%) base pay increase. The motion passed 3 to 2 with Mayor Searcy, President Pro Tem Bickel and Councilmember Aubrey voting aye and Vice Mayor Norris and Councilmember Mullinix voting nay.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:12 p.m.

Jessica Green, MMC, Village Clerk

VILLAGE OF NORTH PALM BEACH COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Alex Ahrenholz, Acting Director of Community Development

DATE: October 13, 2022

SUBJECT: ORDINANCE - Adopting Additional Code Changes Related to Single-Family

Residential Development to Address Massing.

Summary of Code Adoption Process

The Village Council created a voluntary Residential Ad-hoc Committee comprised of industry professionals residing in the Village to recommend new regulations for single-family dwellings. With the help of the Ad-hoc committee, the Village Council adopted the Zoning-in-Progress (ZIP) Ordinance on October 28, 2021. The ZIP established temporary rules for development of single-family dwellings within the R-1 zoning district. Through the adoption of Ordinance No. 2022-09 on April 28, 2022, the Village Council adopted new regulations for minimum landscaped area, overall building height and driveway widths. The Ordinance also extended the Zoning in Progress for an additional six months as it related to the second story floor area, limiting the upper floor to seventy-five (75) percent of the lower floor. The ZIP is set to expire on October 28, 2022, so permanent regulations need to be adopted on second reading at the October 27, 2022 meeting.

Given the tight deadline, the Planning Commission will review the Ad Hoc Committee's recommendations at its October 11, 2022 meeting and staff will provide the Commission's recommendation to the Village Council at its October 13th meeting.

Recommendations:

At its August 23, 2022 meeting, the ad-hoc committee voted 7-0 to adopt new regulations applicable to second stories, with additional amendments to the section of the Zoning Code addressing non-conforming structures. The proposed Ordinance includes the following new regulations applicable to single-family dwellings in the R-1 Zoning District:

- 1. Second story setbacks of five (5) feet more than the setbacks for first floor for the front, side and rear setbacks. Side street setback for corner lots would remain at 20 feet for both floors.
- 2. Second floor restriction of seventy-five percent (75%) of the first-floor area, measured from outside walls and including spaces open to below.
- 3. Walls that exceed fifteen (15) feet in height and thirty (30) feet in length require a two (2) foot perpendicular articulation or recess in the wall. This is aimed to reduce the impact of large blank walls.
- 4. Non-conforming residential homes destroyed by natural disaster shall be able to rebuild in accordance with the plans on file with the Village, without having to meet these new regulations.

ORDINANCE NO. 2022-

1 2

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING APPENDIX C (CHAPTER 45) OF THE VILLAGE CODE OF ORDINANCES TO IMPLEMENT THE RECOMMENDATIONS OF THE AD HOC COMMITTEE; AMENDING ARTICLE III, "DISTRICT REGULATIONS," BY AMENDING SECTION 45-27, "R-1 SINGLE-FAMILY DWELLING DISTRICT," TO REGULATE THE VOLUME AND MASSING OF TWO-STORY DWELLINGS; AMENDING ARTICLE VII, "NONCONFORMING USES OF LAND AND STRUCTURES," BY AMENDING SECTION 45-64, "NONCONFORMING STRUCTURES," TO ALLOW THE RECONSTRUCTION OF NONCONFORMING RESIDENTIAL STRUCTURES UNDER SPECIFIED CIRCUMSTANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, through the adoption of Ordinance No. 20021-10, the Village Council enacted a zoning in progress for the R-1 Single-Family Dwelling Zoning District subject to certain parameters relating to the height of two-story homes, the massing of the second story and the amount of required landscaped open space; and

WHEREAS, the Village Council created an Ad Hoc Committee to review and evaluate changes to the Village's residential zoning regulations during the pendency of the Zoning in Progress; and

WHEREAS, through the adoption of Ordinance No. 2022-09 on April 28, 2022, the Village Council adopted new regulations governing height and landscaped open space within the R-1 Single Family Dwelling Zoning District, as well as revisions to the Town Code relating to construction site runoff and driveway widths, and extended the Zoning in Progress for an additional six months as it pertains to the massing of the second story; and

WHEREAS, the Ad Hoc Committee has recommended additional revisions to the R-1 Zoning District regulations to address the volume and massing of two-story homes and to address the reconstruction of nonconforming residential structures destroyed by fire, flood, wind, explosion, act of God or act of a public enemy; and

WHEREAS, on October 11, 2022, the Planning Commission, sitting as the Local Planning Agency, conducted a public hearing to review this Ordinance and provide a recommendation to the Village Council; and

WHEREAS, having considered the recommendation of the Planning Commission and conducted all required advertised public hearings, the Village Council determines that the adoption of this Ordinance is in the interests of the health, safety and welfare of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

1 2	Section 1.	The fo	The foregoing recitals are ratified as true and correct and are incorporated herein.				
3	Section 2.	The V	Village	Council hereby amends Article III, "District Regulations," of			
4			_	Zoning," of the Village Code of Ordinances by amending Section 45-			
5	1 1	` •		•			
6	27, "R-1 Single-Family District," to read as follows (additional language is <u>underlined</u> and deleted language is <u>stricken through</u>):						
7	language is si	irickeir t	mougn)	•			
8	Soc A	5 27 D	1 singl	o family dwalling district			
9	Sec. 4	13-27. K	-1 Siligi	e-family dwelling district.			
10		A.	Ugag	permitted. Within any R-1 single-family dwelling district no			
11		A.					
12			building, structure, land or water shall be used except for one (1) or more of the following uses:				
			more	of the following uses.			
13			1	Simple family developed with account had also			
14			1.	Single-family dwellings with accessory buildings			
15				customarily incident thereto, subject to each of the			
16				requirements set forth in this section and throughout this			
17				chapter.			
18			2	Dulation calculate			
19			2.	Public schools.			
20			2	D. L 1			
21			3.	Parks and recreation facilities owned or leased by or			
22				operated under the supervision of the Village of North Palm			
23				Beach.			
24			4	D-4-1-16			
25			4.	Detached fence storage areas.			
26			5	Catallita diah antanna			
27			5.	Satellite dish antenna.			
28			(
29			6.	Community residential homes. Community residential			
30				homes of six (6) or fewer residents which otherwise meet the			
31				definition of a community residential home, provided that			
32				such homes shall not be located within a radius of one			
33				thousand (1,000) feet of another existing such home with six			
34				(6) or fewer residents.			
35			7	Family day and house			
36 37			7.	Family day care home.			
38			8.	Lamp post			
39			0.	Lamp post.			
40			9.	Decorative post structure.			
41			9.	Decorative post structure.			
42		B.	Duildi.	ng height regulations. All single-family dwellings shall be			
43		В.		to two (2) stories and thirty feet (30') in height. For the			
44				ses of this subsection, height shall be measured from the			
45				ge elevation of the existing grade prior to land alteration for			
46							
46 47				ties outside of special flood hazard areas and from the ed design flood elevation for properties within special flood			
48			_	areas. Height shall be measured to the highest point of the			
48 49			follow				
サフ			TOHOW	ing.			

- 1. the coping of a flat roof and the deck lines on a mansard roof;
- 2. the average height level between the eaves and roof ridges or peak for gable, hip or gambrel roofs; or
- 3. the average height between high and low points for a shed roof.

Decorative architectural elements, chimneys, mechanical equipment, non-habitable cupolas, elevator shafts or similar appurtenances shall be excluded from the foregoing height restrictions. Rooftops shall not be used for pools, decks, or other spaces to congregate.

- C. Building site area regulations. The minimum lot or building site area for each single-family dwelling shall be seven thousand five hundred (7,500) square feet and have a width of not less than seventy-five (75) feet, measured at the building line.
- D. Yard space regulations.
 - 1. Front yard. There shall be a front yard of not less than twenty-five (25) feet for the first story and thirty (30) feet for the second story measured from the street line to the front building line.
 - 2. Rear yard. There shall be a rear yard of not less than twenty (20) feet for the first story and twenty-five (25) feet for the second story measured from the rear building line to the rear lot line.
 - 3. Side yards. There shall be a side yard on each side of the side building line of not less than ten (10) feet for the first story and fifteen (15) feet for the second story. In the case of corner lots, no building and no addition to any building shall be erected or placed nearer than twenty (20) feet to the side street line of any such lot.
 - (a) For a distance of one block on streets intersecting U.S. #1, measured from the right-of-way line of said U.S. #1, side yards of at least twenty-five (25) feet in depth shall be provided.
 - 4. The second story setback shall only be applicable to a building wall that exceeds fifteen (15) feet in height. The building wall shall be measured to the eave of the roofline from the average elevation of the existing grade prior to land alternation for properties outside of special flood hazard

areas and from the required design flood elevation for properties within special flood hazard areas. The second story setback shall not be applicable to non-roofed, open-air balconies or patios.

- E. Building wall articulation. Building wall articulation shall be provided on all walls with an unbroken plan in excess of fifteen (15) feet in height and thirty (30) feet in length. The articulation shall be in the form of a wall perpendicular to the property line at a minimum distance of two (2) feet and extending parallel to the property line a minimum of ten (10) feet. The articulation must extend evenly over the entire height of the building wall.
- F. Second-story floor area. The floor area of the second story of a single-family dwelling shall not exceed seventy-five percent (75%) of the floor area of the first story. For the purpose of this subsection, floor area shall include all areas lying within the building perimeter established by the interior side of the exterior walls of the building, including garages, covered patios, and other open-air exterior areas that are under roof. The floor area for the second story shall include areas open to below.
- EG. Off street parking regulations. At least one parking space measuring at least nine (9) feet by eighteen (18) feet (one hundred sixty-two (162) square feet) shall be provided. All parking spaces shall consist of a durable surfaced area as approved by the community development director, and may be enclosed in the dwelling, in an accessory building or in an unenclosed area or a driveway. All vehicles parking on a lot must be parked on a durable surface.
- F<u>H</u>. Accessory structures. One detached automobile garage and one open-air pavilion may be constructed on any lot within the R-1 single-family dwelling district provided that all requirements of this chapter are met. Open air pavilions shall be subject to the following additional conditions and restrictions:

1. *Permitting*.

- (a) All open-air pavilions must be permitted in accordance with all Florida Building Code and Village Code requirements.
- (b) Open-air pavilions meeting the definition of a traditional chickee hut are exempt from the Florida Building Code but shall be subject to consistency review by the village. Consistency shall be demonstrated through the issuance of a zoning permit and shall require the submittal of the following information:

- (1) A survey that includes scaled dimensions of the proposed structure, including setbacks;
- (2) Proof that the builder of the chickee hut is a member of either the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida (such proof consisting of a copy of the trial member's identification card); and
- (3) Drawings of the proposed structure depicting, at a minimum, the overall design, dimensions, roof materials, and height.
- 2. Dimensions. Open-air pavilions shall not exceed two hundred (200) square feet in floor area. The floor area shall be measured from outside the support posts, provided that the roof overhang does not exceed three (3) feet from the support posts. If the roof overhang exceeds three (3) feet, the floor area shall consist of the entire roofed area. For structures supported by a single-pole, i.e., umbrella shape, the floor area shall be measured from the drip line of the roof material.
- 3. *Height*. Open-air pavilions shall not exceed twelve (12) feet in height or the height of the principal building located on the lot, whichever is more restrictive. For sloped roofs, the height shall be measured at the mean roof height.
- 4. Location and Setbacks.
 - (a) No open-air pavilion may be erected within ten (10) feet of the side property line. This side setback shall be increased to twenty (20) feet for corner lots.
 - (b) No open-air pavilion may be erected within seven and one-half $(7\frac{1}{2})$ feet of the rear property line.
 - (c) No open-air pavilion or any portion thereof may be erected between the front line of the principal building and the front property lot line, within a utility or drainage easement, or within a required landscape buffer.
- 5. *Use restrictions*.
 - (a) An open-air pavilion shall be used only for private recreational activities as an accessory use to the principal residential use and shall not be used for

habitation, for a tool room, storage room or workshop, or for any commercial purpose whatsoever.

- (b) Open-air pavilions shall not be used for storage of items of personal property, including, but not limited to, the following:
 - (1) Operable or inoperable vehicles, boats, boat trailers, utility trailers or similar items of personal property;
 - (2) Building materials, lawn equipment, tools or similar items; and
 - (3) Ice boxes, refrigerators and other types of food storage facilities with the exception of under-counter units.
- (c) No gas, charcoal or propane grills, stoves or other types of cooking devices may be stored or utilized within a traditional chickee hut.
- 6. *Maintenance*. Open-air pavilions shall be maintained in good repair and in sound structural condition. Painted or stained surfaces shall be free of peeling paint, mold and mildew and void of any evidence of deterioration.
- 7. Design.
 - (a) Open-air pavilions, with the exception of traditional chickee huts, pergolas and other structures with only partial or slatted roofs, shall incorporate the same types of building materials and be consistent with the architectural theme or style of the main or principal building.
 - (b) At the request of a property owner, the community development director may approve the use of different building materials or alternate architectural themes or styles when such materials, themes or styles are complementary to the main or principal building.
 - (c) Should the community development director deny the request for different building materials or alternate architectural themes or styles, a property owner may appeal this decision to the planning commission by submitting a written request for a hearing to the community development director

within thirty (30) calendar days of the date of the determination. The appeal shall be placed on the next available agenda and the decision of the planning commission shall be final, subject only to judicial review by writ of certiorari.

GI. Mechanical equipment. All non-roof-mounted mechanical equipment shall be located behind the front building face of the principal structure in either the side yard or the rear yard. Such equipment shall be located adjacent to the principal structure whenever practicable, provided, however, that all mechanical equipment shall be located at least five (5) feet from the side property line and at least seven and one-half feet (7½) from the rear property line.

$H \underline{J}$. Minimum landscaped area.

- 1. All single-family dwellings shall have a minimum landscaped area of thirty percent (30%).
- 2. All single-family dwellings (both one and two story) shall provide a minimum landscaped area of fifty percent (50%) in the required twenty-five-foot (25') front yard setback. Properties with frontage along urban collector roads (Lighthouse Drive and Prosperity Farms Road) shall provide a minimum landscaped area of forty percent (40%) in the required twenty-five-foot (25') front yard setback. Properties having an irregular lot shape, meaning a lot which is not close to rectangular or square and in which the width of the property at the front property line is less than required by the underlying zoning district, shall provide a minimum landscaped area of twenty-five percent (25%) in the required twenty-five-foot (25') front yard setback.
- 3. A property owner who meets the overall minimum landscaped area requirement set forth in subsection (1) above and who does not meet the minimum landscaped area requirement in the twenty-five-foot (25') front yard setback set forth in subsection (2) above may request a waiver of up to five percent (5%) of the minimum required area by filing a request with the Community Development Department. The request shall be forwarded to the Planning Commission for final action. A property owner seeking such a waiver shall be required to demonstrate to the Planning Commission that he or she has made a reasonable attempt to comply with the required minimum landscaped area within the front yard setback and has mitigated any deficiency through the installation of enhanced landscaping materials, the use of

1 permeable hardscape materials or some other acceptable 2 means. 3 4 For the purposes of this subsection, the term minimum landscaped 5 area shall mean a pervious landscaped area unencumbered by 6 structures, buildings, paved parking lots, sidewalks, sports courts, 7 pools, decks, or any impervious surface. Landscape material shall 8 include, but not be limited to, grass, ground covers, bushes, shrubs, 9 hedges or similar plantings, or decorative rock or bark. No landscape 10 material shall be used for parking. However, pervious surfaces used 11 for the parking of recreational equipment in side and rear yards shall be included in the calculation of the minimum landscaped area. 12 13 14 With respect to building permits for renovations of existing single-15 family dwellings, the minimum landscaped area standards shall 16 apply only to the extent that the proposed scope of work impacts the 17 applicable standard. 18 19 ΙK. Maximum driveway width in swale. The total width of driveways 20 from the edge of the public roadway to the abutting privately-owned 21 property shall not exceed a total of thirty-two feet (32') in width at 22 the property line, excluding flares. For lots with ninety (90) or more 23 feet of public roadway frontage, the total width of driveways from 24 the edge of the public roadway to the abutting privately-owned private shall not exceed a total of forty feet (40') in width at the 25 26 property line, excluding flares. Each side of a flared driveway shall 27 be no more than three feet (3') wider than the rest of the driveway. 28 29 The Village Council hereby amends Article VII, "Nonconforming uses of land and Section 3. 30 structures," of Appendix C (Chapter 45), "Zoning," of the Village Code of Ordinances by amending Section 45-64, "Nonconforming structures," to read as follows (additional language is 31 32 underlined): 33 34 35 Sec. 45-64. Nonconforming structures. 36 37 Where a lawful structure exists at the effective date of adoption or (1) 38 amendment of this ordinance that could not be built under the terms of this ordinance by reason of restrictions on area, lot coverage, 39 40 height, yards or other characteristics of the structure or its location 41 on the lot, such structure may be continued so long as it remains 42 otherwise lawful subject to the following provisions: 43 44 (1 a)No such structure may be enlarged or altered in a way which 45 increases its nonconformity, but any structure or portion thereof may be altered to decrease its nonconformity; 46 47 48 Should such structure be destroyed by any means to an (2 b)

extent of more than fifty (50) percent of its replacement cost

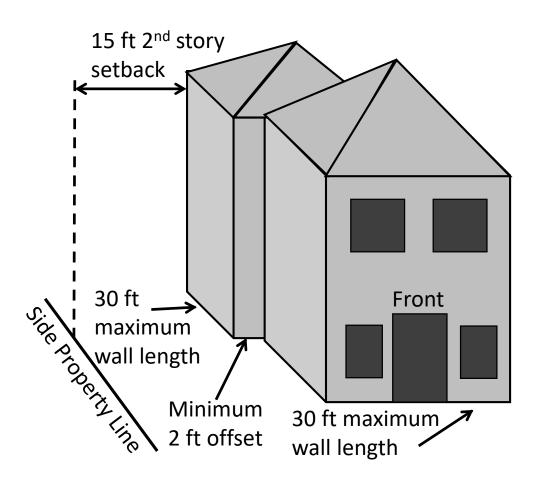
49

at time of destruction, as determined by the village engineer or village building official, it shall not be reconstructed except in conformity with the provisions of this ordinance; and

- (3 c) Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations of the district in which it is located after it is moved;
- (4 2) The provisions set forth in subsection (a) above are subject to the following exceptions:
 - (a) However, if If an existing structure was legally permitted on its site prior to changes in the C-MU or C-NB zoning districts in 2020 but could not be built under the standards in the new district, that existing structure will continue to be deemed a lawful structure and will not be subject to the restrictions in paragraphs (1) and (2). Such structure may be expanded laterally and/or vertically without complying with all new requirements for building frontages, build-to zones, and parking lot setbacks, provided the expansion brings the structure considerably closer to the 2020 requirements than the existing structure.
 - In the event any residential structure is damaged or (b) destroyed by fire, flood, wind, explosion, act of God or act of a public enemy to an extent of more than fifty (50) percent of its replacement cost at the time of damage or destruction, as determined by the village engineer or village building official, the structure shall be allowed to be replaced, restored or reconstructed in accordance with all validly issued permits and approvals subject to current building code requirements. Any residential structure within a coastal high hazard area or special flood hazard area shall comply with the provisions of chapter 12.5 of the village code. Actual construction to replace, restore or reconstruct the residential structure shall be commenced within two (2) years from the date of damage or destruction or said structure shall revert back to nonconforming status and shall conform to all requirements of this chapter. The property owner may file a request with the board of adjustment for an additional one (1) year extension prior to the expiration of the two (2) year period. The decision of the board of adjustment on an extension request shall be final, subject to judicial review set forth in section 21-21(h) of this code.

<u>Section 4.</u> The provisions of this Ordinance shall become and be made a part of the Code of the Village of North Palm Beach, Florida.

1					
2 3	Section 5. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for				
	any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void such holding shall not affect the remainder of this Ordinance.				
4 5	such holding shall not affect the femalinde	er of this Ordinance.			
6	Section 6. All ordinances or parts of	f ordinances and resolution	ons or parts of resolutions in		
7	conflict herewith are hereby repealed to the		ins of parts of resolutions in		
8	confinet herewith are hereby repealed to the	ne extent of such confinet.			
9	Section 7. This Ordinance shall take 6	effect immediately upon ac	doption.		
10	<u>section , </u>	orrest miniousatory apon as	aoption.		
1	PLACED ON FIRST READING THIS _	DAY OF	, 2022.		
12	_				
13	PLACED ON SECOND, FINAL READIN	NG AND PASSED THIS _	DAY OF		
14	2022.				
15					
16					
17	(Village Seal)				
18		MAYOR			
19	A TEXTS OF				
20	ATTEST:				
21					
22 23	VILLAGE CLERK	<u></u>			
24	VILLAGE CELICK				
25	APPROVED AS TO FORM AND				
26	LEGAL SUFFICIENCY:				
27	223,12 2011,011,				
28					
99	VILLAGE ATTORNEY				



VILLAGE OF NORTH PALM BEACH PARKS AND RECREATION

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: October 13, 2022

SUBJECT: **RESOLUTION** – Accepting proposals submitted by Advanced Recreational Concepts,

LLC and Play Space Services, Inc. to purchase and install a Spin Max Orbiter, an ADA Pathway, ADA Mulch, and Sod for Anchorage Park Playground and authorizing

execution of Contracts

Background:

The new Anchorage Park playground design was approved by the Village Council on April 28, 2022. Staff placed the order with Advanced Recreational Concepts, LLC and Play Space Services, Inc. the following day. Expected delivery is still on track for November 2022.

In reviewing the new playground's expected footprint, staff realized there was room for one more playground piece. With that in mind, staff budgeted for one (1) Spin Max Orbiter. A rendering of the Spin Max Orbiter is attached.

This piece costs \$31,741.00 from Advanced Recreational Concepts, LLC, the same vendor being used to purchase the other playground equipment.

In addition, the current playground does not have an ADA compliant pathway leading to the playground. A rendering of what the playground entryway currently looks like is attached.

Play Space Services Inc., the same company being used to install the playground, provided a quote to build an ADA compliant pathway to the playground and install additional sod. The proposal includes the installation of the Spin Max Orbiter as well as the delivery and installation of ADA wood mulch to go around the new piece. The project costs \$23,789.57 from Play Space Services Inc. and consists of a 5' x 42' ADA sidewalk with 4" thickness, 30 cubic yards of mulch, 50 square feet of new sod, and installation of the Spin Max Orbiter, including concrete footer and rental equipment. Staff received the following proposals Advanced Recreational Concepts LLC (ARC) and Play Space Services Inc.:

Vendor	Cost	
Advanced Recreational Concepts, LLC (ARC) and Play		
Advanced Recreational Concepts, LLC	\$55,530.57	
Play Space Services, Inc.	\$23,789.57	

Pricing:

The proposal from Advanced Recreational Concepts, LLC and Play Space Services, Inc. is pursuant to pricing established in an existing contract with Clay County (Bid No. 18/19-2), which was recently extended through 2023. The Village's purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts. A secondary quote was obtained from a qualified vendor concerning the Spin Max Orbiter from Playworld to verify "fair market value" as required by the Village's purchasing policies and procedures.

Funding:

Funds for this project were budgeted for FY23. Parks and Recreation also received a donation from a resident in the amount of \$25,000 to go towards the new playground. The funds were deposited in a donation account and will be applied to this purchase. The total cost of the project is \$55,530.57.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Parks and Recreation	A8028-66210	Construction & Major Renovation	\$30,530.57
General Fund	Parks and Recreation	A8028-66160	Donations Expense - Capital	\$25,000.00

The attached Resolution and Contracts have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposals submitted by Advanced Recreational Concepts, LLC and Play Space Services, Inc. to purchase and install a Spin Max Orbiter, ADA sidewalk, ADA mulch, and sod for Anchorage Park Playground at a total cost of \$55,530.57, with funds expended from Account No. A8028-66210 (Construction & Major Renovation) and Account No. A8028-66160 (Donations Expenses), and authorizing the Mayor and Village Clerk to execute Contracts relating to this purchase in accordance with Village policies and procedures.

RESOLUTION 2022-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A PROPOSAL FROM ADVANCED RECREATIONAL CONCEPTS, LLC FOR THE PURCHASE OF NEW PLAYGROUND EQUIPMENT FOR ANCHORAGE PARK AND APPROVING A PROPOSAL FROM PLAY SPACE SERVICES, INC. FOR THE INSTALLATION OF THE EQUIPMENT, CONSTRUCTION OF AN ADA COMPLIANT PATHWAY TO THE PLAYGROUND AND THE INSTALLATION OF MULCH AND SOD PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CLAY COUNTY CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended accepting a proposal from Advanced Recreational Concepts, LLC for the purchase of playground equipment (Spin Max Orbiter) for Anchorage Park and a proposal from its related entity, Play Space Services, Inc., for the installation of the equipment, the construction of a new ADA compliant pathway, the installation of ADA compliant mulch, and the installation of sod both utilizing pricing established in an existing Clay County Contract (RFP No. 18/19-2 – Various Equipment and Amenities for Parks and Playgrounds) at a total cost of \$55,530.57; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

<u>Section 1.</u> The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby accepts the proposal from Advanced Recreational Concepts, LLC for the purchase of a Spin Max Orbiter for Anchorage Park and a proposal from Play Space Services, Inc., for the installation of the equipment, the construction of a new ADA compliant pathway, the installation of ADA compliant mulch, and the installation of sod utilizing pricing established in an existing Clay County Contract (RFP No. 18/19-2 – Various Equipment and Amenities for Parks and Playgrounds) at a total cost of \$55,530.57, with funds expended (\$31,741.00 to Advanced Recreational Concepts and \$23,789.57 to Play Space Services) from Account No. A8028-66210 (Parks and Recreation – Construction & Major Renovation) and from Account No. A8028-66160 (Donations Expenses). The Village Council further authorizes the Mayor and Village Clerk to execute Contracts for such equipment and services, copies of which are attached hereto and incorporated herein by reference.

Section 3.	This Resolution shall take effect immediately upon its adoption.			
PASSED AN	ID ADOPTED THIS	DAY OF	, 2022.	
(Village Seal)	_	MAYOR	_
ATTEST:				
VILL	AGE CLERK	-		

CONTRACT

This Contract is made as of this	day of	, 2022, by and between the
VILLAGE OF NORTH PALM BEACH, 50	1 U.S. Highway One, North	Palm Beach, Florida 33408,
a Florida municipal corporation (hereinafte	r "VILLAGE"), and ADV	ANCED RECREATIONAL
CONCEPTS, LLC, 3125 Skyway Circle,	Melbourne, Florida 32934	, a Florida limited liability
company (hereinafter "CONTRACTOR"), w	whose F.E.I. Number is 20-0	0520823.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to supply a Spin Max Orbiter at the Anchorage Park playground; and

WHEREAS, Clay County, through its competitive selection process, awarded a Contract for Various Equipment and Amenities for Parks and Playgrounds (RFP No. 18/19-2) ("Clay County Contract") to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested equipment based on the pricing established in the Clay County Contract; and

WHEREAS, as authorized by the VILLAGE's purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR's services by "piggy-backing" the Clay County Contract, including all terms, conditions and pricing set forth therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Recitals.</u> The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
- 2. <u>CLAY COUNTY Contract</u>. Clay County's Contract for Various Equipment and Amenities for Parks and Playgrounds (RFP No. 18/19-2) with CONTRACTOR, attached hereto as Exhibit "A," and incorporated herein by reference.
- 3. <u>CONTRACTOR's Services and Time of Completion</u>.
- A. In accordance with the terms and conditions of the Clay County Contract and at the direction of the VILLAGE, CONTRACTOR shall supply a Spin Max Orobter for Anchorage Park in accordance with is Proposal dated June 7, 2022, attached hereto as Exhibit "B" and incorporated herein by reference.
- B. The total cost of such equipment shall not exceed \$31,741.00.
- C. The equipment to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be supplied within ninety (90) days of such written notice.
- 4. <u>Conflict of Terms and Conditions</u>. Conflicts between documents shall be resolved in the following order of precedence:

- A. This Contract
- B. Exhibit "A" (CLAY COUNTY Contract)
- C. Exhibit "B" (CONTRACTOR'S Proposal)
- 5. Compensation to CONTRACTOR. Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) above without prior written consent of the VILLAGE. The VILLAGE shall pay fifty percent (50%) of the total compensation upon execution of this Contract and the remaining fifty percent (50%) upon receipt and acceptance of the equipment by the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

6. Term and Termination.

- A. This Contract shall be for the term as indicated in the Clay County Contract. Extensions or renewals to the Clay County Contract or any modification including new products, terms, or price changes to the Clay County Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the Clay County Contract expires and no new contract is let by the Clay County, the VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Contract under the same terms and conditions for an additional period of one (1) year.
- B. This Contract may be terminated by the VILLAGE, with or without cause, upon providing ten (10) days' notice to CONTRACTOR. This Contract may be terminated by CONTRACTOR upon providing thirty (30) days' notice to the VILLAGE. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless the VILLAGE is in breach of this Contract, upon termination by the VILLAGE or CONTRACTOR, CONTRACTOR shall refund all monies paid for equipment not yet received and accepted. Unless the CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for equipment received and accepted through the date of termination.
- 7. <u>Insurance</u>. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the Clay County Contract, with the VILLAGE named as an additional insured.

8. Indemnification.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any

way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

- B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.
- 9. <u>Compliance with all Laws, Regulations and Ordinances</u>. In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.
- 10. <u>Warranty/Guaranty</u>. Unless a longer period is stated in the Clay County Contract, CONTRACTOR warrants that its goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.
- 11. <u>Access/Audits</u>. CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

12. Miscellaneous Provisions.

- A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
- B. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.
- C. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions

of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

- D. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.
- E. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.
- F. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- G. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.
- Η. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE 119, FLORIDA STATUTES, APPLICATION OF CHAPTER THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

- 1. Keep and maintain public requires required by the VILLAGE to perform the service.
- 2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy 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, Florida Statutes, 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 the VILLAGE.
- 4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE 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 CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.
- I. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

ADVANCED RECREATIONAL CONCEPTS, LLC

By:
Print Name:
Position:
VILLAGE OF NORTH PALM BEACH
By: DEBORAH SEARCY MAYOR
ATTEST:
BY:VILLAGE CLERK

APPROVED AS TO FORM AND	
LEGAL SUFFICIENCY	
BY:	
VILLAGE ATTORNEY	



Advanced Recreational Concepts, LLC

3125 Skyway Circle Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

Subtotal

\$31,741.00

Proposal

Organization Village of North Palm Beach

603 Anchorage Dr.

North Palm Beach, FL 33408

Prepared For Stephen Poh Ship To Anchorage Park

603 Anchorage Dr

North Palm Beach, FL 33408

Date 6/7/2022 Quotation # 24220

Prepared By Madelyn Harshaw

Payment Terms Net 30 Prices Valid Until 7/6/2022

Project Name Spin Max Orbiter

Customer Phone

Palm Beach County

Product ID	Description	Qty	U/M	Price	Total
	PROPOSAL BASED ON SUPPLY & DELIVERY. INSTALLATION SEPARATE ON PSS # 22347				0.00
A2-2472	PC 2472 Spin Max, Orbit	1		22,351.00	22,351.00T
	Commodities Surcharge - Material Surcharge is for current escalations in pricing for raw materials, goods, and services being experienced in the marketplace.	1		2,895.00	2,895.00T
Freight	Freight - Play Equipment	1		4,000.00	4,000.00
APS-Border12"	12" APS Playground Border with Surfacing Guide (US pat D716,113) and 1 spike	20		54.00	1,080.00T
Shipping	Freight - Borders	1		415.00	415.00
	Florida Signed and Sealed Drawings (3 Sets) CALCULATIONS provided.	1		1,000.00	1,000.00
				0.00	0.00

	100% Financing Available – Flexible Terms Ask Your ARC Sales Representative For More Information		Subtotal Sales Tax (0.0%) Total	\$31,741.00 \$0.00 \$31,741.00	
ignature	Print Name/Title	Date	P.O. #		

CONTRACT

This Contract is made as of this	day of	, 2022, by an	nd between the
VILLAGE OF NORTH PALM BEACI	H, 501 U.S. Highway	One, North Palm Beach,	Florida 33408,
a Florida municipal corporation (herei-	nafter "VILLAGE").	, and PLAY SPACE SEI	RVICES, INC.,
3125 Skyway Circle, Melbourne, Flor	rida 32934, a Florida	a limited liability compa	ny (hereinafter
"CONTRACTOR"), whose F.E.I. Num	iber is 59-3136444.	• •	-

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to install playground equipment (Spin Max Orbiter), construct a pathway compliant with the Americans with Disabilities Act (ADA), install ADA compliant mulch and install additional sod at Anchorage Park; and

WHEREAS, Clay County, through its competitive selection process, awarded a Contract for Various Equipment and Amenities for Parks and Playgrounds (RFP No. 18/19-2) ("Clay County Contract") to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested services based on the pricing established in the Clay County Contract; and

WHEREAS, as authorized by the VILLAGE's purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR's services by "piggy-backing" the Clay County Contract, including all terms, conditions and pricing set forth therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Recitals.</u> The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
- 2. <u>CLAY COUNTY Contract</u>. Clay County's Contract for Various Equipment and Amenities for Parks and Playgrounds (RFP No. 18/19-2) with CONTRACTOR, attached hereto as Exhibit "A," and incorporated herein by reference.
- 3. CONTRACTOR's Services and Time of Completion.
- A. In accordance with the terms and conditions of the Clay County Contract and at the direction of the VILLAGE, CONTRACTOR shall install playground equipment (Spin Max Orbiter), construct a pathway compliant with the Americans with Disabilities Act (ADA), install ADA compliant mulch and install additional sod at Anchorage Park in accordance with is Proposal dated September 15, 2022, attached hereto as Exhibit "B" and incorporated herein by reference.
- B. The total cost of such services shall not exceed \$23,789.57.
- C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within ninety (90) days of such written notice.

- 4. <u>Conflict of Terms and Conditions</u>. Conflicts between documents shall be resolved in the following order of precedence:
- A. This Contract
- B. Exhibit "A" (CLAY COUNTY Contract)
- C. Exhibit "B" (CONTRACTOR'S Proposal)
- 5. Compensation to CONTRACTOR. Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) above without prior written consent of the VILLAGE. The VILLAGE shall pay fifty percent (50%) of the total compensation upon execution of this Contract and the remaining fifty percent (50%) upon completion of all services. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

6. Term and Termination.

- A. This Contract shall be for the term as indicated in the Clay County Contract. Extensions or renewals to the Clay County Contract or any modification including new products, terms, or price changes to the Clay County Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the Clay County Contract expires and no new contract is let by the Clay County, the VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Contract under the same terms and conditions for an additional period of one (1) year.
- B. This Contract may be terminated by the VILLAGE, with or without cause, upon providing ten (10) days' notice to CONTRACTOR. This Contract may be terminated by CONTRACTOR upon providing thirty (30) days' notice to the VILLAGE. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless the CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for all services satisfactorily performed through the date of termination.
- 7. <u>Insurance</u>. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the Clay County Contract, with the VILLAGE named as an additional insured.

8. Indemnification.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any

way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

- B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.
- 9. <u>Compliance with all Laws, Regulations and Ordinances</u>. In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.
- 10. <u>Warranty/Guaranty</u>. Unless a longer period is stated in the Clay County Contract, CONTRACTOR warrants that its goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.
- 11. <u>Access/Audits</u>. CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

12. Miscellaneous Provisions.

- A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
- B. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.
- C. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions

of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

- D. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.
- E. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.
- F. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- G. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.
- Η. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE 119, FLORIDA STATUTES, APPLICATION OF CHAPTER THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

- 1. Keep and maintain public requires required by the VILLAGE to perform the service.
- 2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy 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, Florida Statutes, 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 the VILLAGE.
- 4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE 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 CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.
- I. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

By: _____ Print Name: ____ Position: ____ VILLAGE OF NORTH PALM BEACH By: _____ DEBORAH SEARCY MAYOR ATTEST: BY: _____ VILLAGE CLERK

PLAY SPACE SERVICES, INC.

APPROVED AS TO FORM AND	
LEGAL SUFFICIENCY	
BY:	
VILLAGE ATTORNEY	



3125 Skyway Circle Melbourne, Fl. 32934 Phone 1-321-775-0600 Fax 1-321-242-2216 Toll Free - 888-653-7529

PROPOSAL Date: 9/15/2022 Proposal # 22735 Payment Terms: Net 30 **Customer Phone:** Proposal Valid Until: 10/15/2022 **Customer Fax:** Organization: Village of North Palm Beach Project: Spin Max Orbiter 603 Anchorage Dr. Anchorage Park North Palm Beach, FL 33408 Ship To 603 Anchorage Dr North Palm Beach, FL 33408 Prepared for: Stephen Poh Sales Rep MH **DESCRIPTION** INSTALLATION IS BASED ON ARC PROPOSAL # 24220 Installation of: - (1) Spin Max Orbiter Price includes Concrete footer and rental equipment. TOTAL: \$8,060.00 Filter Fabric - Delivery and Installation: 393.75 Sq.Ft. (incl. 25% for overlap) @ \$0.476 per Sq.Ft. Supply, Delivery and Install of ADA Wood Mulch: Minimum Order of 30 cu. yd. Note: Project area only requires 15 cu.yd. (The additional can either be left piled near job site for others to disburse or be returned with out reimbursement) TOTAL: \$2,685.00 INSTALLATION - Cut Concrete, Demolition and new sod for 50 sq. ft. - Sidewalk 5' x 42' with 4" Thickness TOTAL: \$12,857.14 INCLUSIONS: Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing. **EXCLUSIONS:** Proposal does not include the following: prevailing wage differences, performance bonds, site damages for sprinkler systems and sod, and access to construction site, additional insurance, union fees, fall height testing, drainage, plans, engineered drawings. Subtotal 100% Financing Available - Flexible Terms Ask Your ARC Sales Representative For More Information Sales Tax (0.00) TOTAL Signature: Print Name/Title: P.O. #

The above quotation is based upon site access for heav equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.



3125 Skyway Circle Melbourne, Fl. 32934 Phone 1-321-775-0600 Fax 1-321-242-2216 Toll Free - 888-653-7529

Date: 9/15/2022		PRO	Proposal #	22735		
			Paymen	t Terms:	Net 30	
Customer Phor Customer Fax:	ne:		Proposal \	/alid Until:	10/15/2022	
Organization:	603 Anchor	North Palm Beach rage Dr. Beach, FL 33408	Project: Ship To	Spin Max Anchorag 603 Anch		
Prepared	for:	Stephen Poh		North Pal	m Beach, FL 3340	08
Sales Rep)	MH				
		DES less otherwise stated in proposal:	SCRIPTION			
 Customer to present the provide waste Provide waste Provide benches Complete site provide require Landscaping Masonry repaire Dumpster to be PROJECT NOTI Pricing is based Pricing is based Customer is res 	rovide 110 electrical and utilities be marked receptacle to accommark for required elepreparation, excavated permitting and acceptact of the provided by Others ES: If on unrestricted acceptact on offloading of exponsible for verifying and acceptonsible for verifying acceptance of the provided by Others ac		rea nstallation nd dimensions included in			ill be generated.
***************************************		ncing Available - Flexible Terms		Subtota		\$23,789.57
In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not						\$0.00
limited to any an		enses and attorney fees incurred		TOTA	L	\$23,789.57
Signature:		Print Name/Title:		Date		P.O. #

The above quotation is based upon site access for heav equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.





From: Donna Fish
To: Paul Bickham
Subject: RE: Copy of contract

Date: Monday, November 4, 2019 2:33:18 PM

Attachments: 1819-2 Equip & Amenities Parks & Playgrounds.pdf

051519 Discount spreadsheet.pdf

F&A - BCC minutes.pdf

Hi Paul,

See attached discount spreadsheet that has all awarded vendors and their discount percentages. There are no contracts or award letters, we use the spreadsheet and approval minutes by our board for backup for any purchases. The initial term is good until 5/27/22. Let me know if you need anything else.

Thank you,

Donna Fish, Buyer 1 Clay County Purchasing Division P O Box 1366 477 Houston Street Green Cove Springs, FL 32043

PH: 904-278-3761 Fax: 904-278-3728

Email address: donna.fish@claycountygov.com

From: Paul Bickham [mailto:PBickham@arcflorida.com]

Sent: Monday, November 04, 2019 2:24 PM

To: Donna Fish <Donna.Fish@claycountygov.com>

Subject: Copy of contract

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Donna,

Can you help me get a copy of the contract 18/19-2, Various Equipment and Amenities for Parks and Playgrounds and confirmation that Advanced Recreational Concepts and Playspace Services are on the contract? Any help would be appreciated. Thanks in advance.

Paul Bickham

Design Manager
Advanced Recreational Concepts / Playspace Services
3125 Skyway Cir.
Melbourne, FL. 32934
Office: 321-775-0600

Mobile: 321-773-0000 Mobile: 321-514-3184 Fax: 866-957-2356 pbickham@arcflorida.com
www.arcflorida.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The information contained in this email and/or attachment(s) may be confidential and intended solely for the use of the individual or entity to whom it is addressed. This email and/or attachment(s) may contain material that is privileged or protected from disclosure under applicable law. If you are not the intended recipient or the individual responsible for delivering to the intended recipient, please notify sender immediately by telephone to obtain instructions as to whether information in this email and/or attachment(s) is confidential and privileged or protected from disclosure under applicable law.



FINANCE AND AUDIT COMMITTEE MEETING MINUTES

May 21, 2019
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
3:00 PM

PUBLIC COMMENTS

Chairman Hendry called the meeting to order at 3:00 P.M.

Chairman Hendry opened the public comment period.

There were no public comments to be heard.

Chairman Hendry closed the public comment period.

1. Solid Waste Collection Assessment Rate

Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessement Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, to pull for full Board discussion at the May 28th BCC meeting.

2. Bid #18/19-17, Household Hazardous Waste Buildings

Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of \$233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

3. Florida Department of Veterans' Affairs (FDVA) Memorandum of

Agreement

Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

4. RFP #18/19-2, Various Equipment and Amenities for Parks and Playgrounds

Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing. Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

5. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Building Restoration Project

Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

James Householder, Director of Facilities & Maintenance, stated that the amount of the grant application is a total of \$300,000.00 and that the required 50% County match of \$150,000.00 is to be in the FY 19/20 County Budget.

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

Discussion regarding Agreements related to the SWEAT Program
 Discussion regarding the following Agreements related to the SWEAT

Program:

- 1. Program Director Services Curtis Enterprises, LLC
- 2. Mentoring and Tutoring Services Bright Minds Youth Development, Inc. (K. Thomas)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda, with the additional approval to waive the Purchasing Policy and extend the Program Director Services and Mentoring and Tutoring Services Agreements.

7. Tourist Development Council Event Marketing Grant Awards
Approval of TDC Marketing Grant Applications for Ham Jam 2019 in the
amount of \$2,200.00 and Clay County Veterans Event in the amount of
\$1,000.00. Funding Source 109-1910-548005 (Tourism Development
Fund - Tourism & Film Development - Reimbursement Grants) (K.
Morgan)

After discussion, Commissioner Wayne Bolla moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

8. Interlocal Agreement for Reimbursement of Property Appraiser (Stormwater Maintenance MSBU)

Approval of the Interlocal Agreement for Reimbursement of Property Appraiser (Stormwater Maintenance MSBU). The purpose of this Agreement is for the County and the Property Appraiser to establish and agree upon the undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Property Appraiser for all necessary administrative costs incurred by the Property Appraiser in such activity as provided in said statute. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M) (C. Grimm)

After discussion, Commissioner Wayne Bolla moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

 Interlocal Agreement for Reimbursement of Tax Collector (Stormwater Maintenance MSBU)

Approval of the Interlocal Agreement for Reimbursement of Tax Collector (Stormwater Maintenance MSBU). The purpose of this Agreement is for the County and the Tax Collector to establish and agree upon the

undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Tax Collector for all necessary administrative and collection costs incurred by the Tax Collector in such activity as provided in said statute. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M) (C. Grimm)

After discussion, Commissioner Wayne Bolla moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

10. FY 19/20 Nonprofit Grant Applicants - Session 1 of 2

Presentations of the FY 19/20 Nonprofit Agency Grant Applicants for budget funding for the upcoming fiscal year. (D. Sileo)

Florida Art License Plate Fund:

- A. Clay County Community Band, Inc. (not presenting)
- B. First Coast Highlanders, Inc. (not presenting)

General Fund:

A ttaat.

- C. Challenge Enterprises of North Florida, Inc.
- D. Episcopal Children's Services, Inc.
- E. Kids First of Florida, Inc.
- F. Quigley House, Inc.

County Alcohol & Drug Abuse Fund:

G. Clay Behavioral Health Center, Inc.

Presentations were heard by Nonprofit Grant Applicants on the agenda.

Acting County Manager Mock explained the process in which agency funding is determined during the budget process.

James Householder, Director of Facilities & Maintenance, responded to Vice Chairman Bolla's inquiry pertaining to Veteran parking spaces at the Administration Building.

There being no further business, the meeting was adjourned at 4:32 P.M.

Attest.		
Committee Chairman	Recording Secretary	



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee

FROM: Milton Towns, Environmental Services

Dept.

SUBJECT: Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessment Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

DATE: 5/13/2019

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Clay County utilizes the non-as valorem Solid Waste Collection Assessment to fund the cost of residential solid waste collection. The assessment is levied against certain residential properties within the Solid Waste and Recovered Materials Collection Services Municipal Service Benefit Unit (MSBU) established by Ordinance No. 2006-53. The Board must approve the assessment rate and adopt the assessment roll annually. This approval follows a public hearing for the Annual Rate Resolution held in August of each year.

ATTACHMENTS:

Description

Collection Assessment Rate FY 19-20

REVIEWERS:

Department Reviewer Action Date Comments

Budget Goodermote, Angela Approved 5/14/2019 - 10:30 AM

County Mock, Lorin Approved 5/14/2019 - 3:01 PM

Curbside Collection Assessment Rate Fiscal Year 2019-20

Recommendation

Staff recommends a rate adjustment for FY20 due to increasing costs

Costs are increasing by roughly 3% per year due to CPI and fuel adjustments

Contract cost represents about 96% of the total budget, TC 2%, Admin 2%

Return to the 2010 & 2011 rate

154.44

current

139.20

Moderate adjustment

1.27 mo

15.24 year

Total SW assessments will be less than the amount paid in 10 of the 13 years since beginning

\$4.35/week for waste collection & disposal (G, Recy, YT, & Bulk)

\$1.45/p-up

Compare	Clay	St Johns	Putnam		Clay	St Johns	Putnam
Total	\$226.44	\$230.00	\$331.00	month	\$18.87	\$19.17	\$27.58

Adjustment is necessary because, for 7 of the 8 years since 2012, we have -

- 1 Charged homeowners less than the full cost of garbage collection
- 2 Have essentially been using our savings account to make up the difference
- 3 Without a rate adjustment, the savings account will be drained next year, 2020

Reserve funds (savings) also used to pay for extra debris cleanup in case of localized events

Best financial practices advocate a fund balance that is 20% of the total annual costs Should be approximately \$2 million for this fund (\$10m budget)

Background - how did we get here?

Dec-16 Collection contract was amended - included a 6% cost reduction

Oct-17 Reduced ALL solid waste fees for collection & disposal

Collection assessment lowered to pass on cost reduction to homeowners

2017-19 Over next 3 years used over \$1 million of fund balance (savings)

Residential Solid Waste & Recycling Collection Program (Enterprise Fund 402-3820)

		Collection Assessment ¹			Paid to Contractor		Annual Revenue/Expense			Reserves							
Fiscal		-	Annual			1	Annual										
Year	Est. ³	Α	mount	Mont	hly Rate	Α	mount	Mont	thly Rate		Revenue	<u> </u>	Expense		Yearly		Total
06/07 ²		\$	110.00	\$	12.22	\$	97.92	\$	10.88	\$	6,671,772	\$	5,958,888	\$	712,883	\$	712,883
07/08		\$	146.00	\$	12.17	\$	133.32	\$	11.11	\$	8,470,817	\$	8,262,781	\$	208,036	\$	920,919
08/09		\$	150.00	\$	12.50	\$	138.36	\$	11.53	\$	8,917,917	\$	8,480,382	\$	437,535	\$	1,358,454
09/10		\$	154.44	\$	12.87	\$	136.68	\$	11.39	\$	9,196,523	\$	8,453,301	\$	743,222	\$	2,101,676
10/11		\$	154.44	\$	12.87	\$	136.68	\$	11.39	\$	9,177,393	\$	8,670,954	\$	506,439	\$	2,608,115
11/12		\$	139.44	\$	11.62	\$	136.68	\$	11.39	\$	8,364,059	\$	8,864,202	\$	(500,142)	\$	2,107,972
12/13		\$	146.40	\$	12.20	\$	138.72	\$	11.56	\$	8,906,676	\$	9,082,256	\$	(175 <i>,</i> 579)	\$	1,932,393
13/14		\$	146.40	\$	12.20	\$	139.92	\$	11.66	\$	8,933,847	\$	9,273,278	\$	(339,431)	\$	1,592,962
14/15		\$	146.40	\$	12.20	\$	141.18	\$	11.77	\$	9,004,322	\$	9,262,401	\$	(258,079)	\$	1,334,884
15/16		\$	146.40	\$	12.20	\$	134.60	\$	11.22	\$	9,146,482	\$	8,727,812	\$	418,670	\$	1,753,554
16/17 ⁴		\$	139.20	\$	11.60	\$	134.19	\$	11.18	\$	8,771,684	\$	8,831,740	\$	(60,056)	\$	1,693,498
17/18		\$	139.20	\$	11.60	\$	136.23	\$	11.35	\$	9,040,956	\$	9,294,346	\$	(253,390)	\$	1,440,108
18/19	Proj.	\$	139.20	\$	11.60	\$	137.97	\$	11.50	\$	9,000,120	\$	9,722,429	\$	(722,309)	\$	717,799
19/20	est.	\$	154.44	\$	12.87	\$	138.84	\$	11.57	\$	10,198,623	\$	9,864,803	\$	333,820	\$	1,022,924
20/21	est.	\$	154.44	\$	12.87	\$	141.99	\$	11.83	\$	10,387,610	\$	10,129,470	\$	258,140	\$	1,281,064
							_										
19/20	0%	\$	139.20	\$	11.60	\$	138.84	\$	11.57	\$	9,194,206	\$	9,856,864	\$	(662,658)	\$	26,446

Note:

¹ Residential Assessment Resolution #06/07-14 provides that the assessment rate not exceed \$161.00

² Annual assessment rate of \$146.66 reduced for nine month period (January - September) at inception

³ "Est." reflects projected budget amounts

⁴ Collection assessment rate reduced to decrease fund balance



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee

DATE: 5/16/2019

FROM: Karen Thomas, Administrative & Contractual Services

SUBJECT: Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of \$233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Bid provides replacement of three hazardous waste storage buildings to store residential household hazardous wastes until it is ready for shipment.

<u>Is Funding Required (Yes/No):</u> <u>If Yes, Was the item budgeted (Yes\No\N/A):</u>

Yes Yes

Funding Source: Solid Waste Fund / Environmental Services / Buildings

Account # 401-3802-562000 Amount - \$233,900.00

Sole Source (Yes\No): Advanced Payment (Yes\No):

No No

ATTACHMENTS:

Description

Memo Bid Info Public

REVIEWERS:

Department Reviewer Action Date Comments

Administrative

and Contractural Thomas, Karen Approved 5/16/2019 - 2:24 PM

Services

County Manager Slaybaugh, Jaclyn Approved 5/17/2019 - 3:29 PM

BID 18/19-17 Household Hazardous Waste Buildings- Clay County SOV

	Price	
Quantity	Price for Bu	uilding and Delivery
	1 \$	84,100
	2 \$	82,700
	3 \$	67,100
	\$	233,900 * Total if all (3) buildings are purchased at once per bid requirements.

MCC Development

- BID #18/19-17, Household Hazardous Waste Buildings Specifications (Hazmat Storage Buildings)
- Manufacture and deliver buildings only
- Buildings will meet EPA, NFPA 30 and OSHA standards for storage of household hazardous wastes
- Building Size Exterior (maximum) 24' x 10' x 10'
- Roof will slope front (door side) to back and away from permanent building
- All welded heavy gauge steel construction
 - Exterior walls 12 gauge minimum
 - Interior walls 20 gauge minimum
 - Floor grates 10 gauge minimum
 - Sump containment area 10 gauge minimum
- Tie down pads at four (4) corners compliant. County/Installer to determine proper anchoring requirements of State of Florida Building Codes and Wind Codes for Eastern Clay County.
- · Forklift pockets for lifting and moving building
- Exterior Coating
 - Walls and roof painted the color selected by the County
 - Weather and chemical resistant coating, including on underside of building
- Four (4) hour fire rating
- Separation walls dividing each unit, including sump floor
- Lockable roll up doors for each room (6'8" minimum height)
- Low profile door threshold (10 gauge steel), each door.
- Secondary Containment sump in floor 750 gallon minimum
- Galvanized steel grate flooring with removable sump access grate
- Explosion proof exhaust fan in each room
- Explosion proof light(s) in each room
- Automatic Fire Suppression System for each room
 - Chemical fire suppression for five of six rooms (standard ABC dry chemical)
 - Water suppression in oxidizer room (1/3 sized room, East side of Building
 3)
- Power connection locations
 - Building #1 mount box at corner of unit on the East side at the South end
 - Building #2 mount box at center of unit on the South end
 - Building #3 mount box at center of unit on the West end
- Interior Coating
- Walls and shelving will be anti-corrosive resin coated to protect against chemical corrosion
- Walls and shelves painted bright white in color

• BID #18/19-17, Household Hazardous Waste Buildings Specifications (Hazmat Storage Buildings) Con't

- Adjustable and removable shelving for each room
 - Mounting brackets, shelves and hardware shall be of the same design and size for universal fit within all three buildings
 - Mounting hardware and shelving shall be installed on the rear and side walls of each room (3 walls)
- Brackets will allow shelves to be mounted at 16" above floor, 16" below ceiling and at any height in between with adjustment intervals of no larger than 2"
- Shelves will have a minimum depth of 18"
- Shelving will extend end to end (corner to corner) on each wall
- Install four (4) vertical shelves each wall
 - Shelves will be of a solid surface and will have a leak proof containment lip (1.5" minimum) on all four sides to contain spilled liquids
 - Corrosion resistant, fitted shelf liners will be supplied for each shelf

Buildings #1 & #2 [East (back) side of HHW building]

- Each Building will be divided into two (2) rooms of equal size with the Door opening in center of each room
- 6' wide roll up door for each room
- Tag board holders (10 ¾" x 10 ¾") adjacent to each door

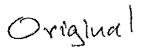
• Building #3 [South (right) side of HHW building]

- Divided into two (2) rooms of unequal size
- East side (left side when facing front) shall be 1/3 of total size (oxidizer room)
- West side (right side when facing front) shall be 2/3 of total size
- Door opening in center of each room
- 5' wide roll up door East room (1/3)
- 6' wide roll up door West room (2/3)
- Tag board holders (10 ¾" x 10 ¾") adjacent to each door
- Warranty
- Structure and systems 10 year minimum
- Chemical resistant coatings and paint 3 year minimum

MCC DEVELOPMENT, INC.

Bid No. 18/19-17, Household Hazardous Waste Buildings

Total Price of Three Buil	dings per specifications pages 15-18: \$ 33,900.00
Total Cost Written in Wo	ords: Two Hundred Thirty Three Thousand
Nine Hunde	ed Dollars and Zero Cents
·	al) Bids require a five (5%) percent bid bond and may not be
withdrawn after the sch	neduled opening time for a period of thirty (30) days.
CORPORATE DETAIL	LS
Failure to complete all fi	elds may result in your bid being rejected as non-responsive.
COMPANY NAME:	mcc Development, Inc.
ADDRESS:	410 Horse Knoz Drive
	MARShall, NC 28753
TELEPHONE:	609 444 . 6977
FAX#:	828 649 · 1436
E-MAIL:	Joseph. Loparpo p Mccdevelopnent. com
Name of Person submitti	ng Bid: Joseph Lopardo
	Title: Chief operating officer
Si	gnature:
-	Date: 4/19/2019
Area Representative Con	tact Information: Steven Jackson
	14686 SUHRERIAND AVE. NACUS, FL 34119
	407.506.2282
ADDENDA ACKNOWI Bidder acknowledges rec	reipt of the following addendum:
Addendum No D	ate: 4/15/19 Acknowledged by:
	ate: Acknowledged by:
Addendum No D	ate:Acknowledged by;





April 22, 2019

Clay County Adminitrative Building Fourth Floor, Reception Area 477 Houston Street Green Cove Springs, FL 32043

Ref: BID NO. 18/19-17, Household Hazardous Waste Buildings TR# 13739 A-B

Safety Storage, Inc., on behalf of its representative Steve Lauber is pleased to submit the following quotation for the manufacture of Two (2) Factory Mutual (FM) Approved Model 2410FR4 Safety Storage Building equipped with the items you requested. The specifications for this building are attached for your review. The following quotation will be honored for a period of sixty (60) days from the date of this quote.

Item A: Two (2) Model 2410FR4 Safety Storage Building.....*\$184,670.00

Qty	Quote Ref	Description
1	2410FR4	24L x 10W x 9H "4FR" Series Storage Building
1	OVHT	120" Overall Height
240	TRITEM93	10 GA HRS Sump Floor Upgrade (Per Square Ft) - Sump Wali not included
1	TRITEM1979	Upgrade Roof Only to 150 MPH Wind Load, Model 2410
19	TRITEM545	Upgrade Skin to 14Ga Galvannealed, 120" Overall Building Height maximum (Per Skin)
21	TRITEM552	Upgrade Skins to 20Ga Galvannealed, 120" Overall Building Height maximum (Per Skin)
-1	DR60	Door, Double, 60"W x 80"H, 3HR Fire-Rated
2	TRITEM1980	Rollup Door, 72"W X 80"H Fire-Rated, Non-Insulated, Chain Operated, Windstorm Door FL Approved (Shipped loose and installed and tested on site by others)
2	TRITEM1978	Custom Threshold, Painted 12Ga HRS (Shipped loose and installed on site by others)
1	PW4FR3	Partition Wall, 4Hr Fire-Rated (With Sump Separator), 10W Building
1	HDB3	Hold-Down Bracket, 3-Hole, Upgrade from Standard (4 Brackets)
1	DC4	Dry Chemical Fire Suppression System (Rated for Class A, B and C fires)
46	SH22	Shelving with Standards, Stainless Steel (Adjustable, 22"D) (Per Linear Ft.)
138	SH22A	Sheiving W/O Standards, Stainless Steel (Adjustable, 22"D) (Per Linear Ft.)
2	SIGN7	Sign, "CONFINED ENTRY"

2	MVL	Exhaust Ventilation, Exterior Low Mount (Explosion Proof) (Class I, Division 1 Groups C&D) with Snap-Type Switch (Non Explosion-Proof)
2	FS2	Fan Switch, Snap-Type, Upgrade to Explosion-Proof Switch (Class I, Division 1 Groups C&D)
2	LED2	Interior LED Low Profile Lighting Fixture, 20W (Class I, Division 2 Groups A-D) with Exterior Light Switch (Non Explosion-Proof)
2	LS2	Upgrade Light Switch to Explosion Proof (Class I, Division 1 Groups C&D)
1	ELAE	Emergency Local Alarm System, Explosion-Proof Switch (Class I, Division 1 Groups C&D) Non Explosion-Proof Alarm
1	ELAA	Additional Emergency Local Alarm Switch (Class I, Division 1 Groups C&D)
1	LC1	Load Center, Single Phase (Nema 3R)
1	CCP	Custom Color (Excludes Safety Colors)
1	TTU2	Two-Tone Finish
1092	MAX INT/EXT	Special Coating - Maxshell (Interior & Exterior)
240	CTU	Coal Tar Undercoat (Per Sq. Ft)
240	FRC	Florida Roof Coat, Required in Hurricane Zone (Per Sq. Ft)
2	TRITEM1071 FLSS	Upgrade Roll up Door to be installed in factory (Additional freight charges may apply) Florida State Seal

Item B: One (1) Model 2410FR4 Safety Storage Building.....*\$92,627.00

Qty	Quote Ref	Description
1	2410FR4	24L x 10W x 9H "4FR" Series Storage Building
1	OVHT	120" Overall Height
		10 GA HRS Sump Floor Upgrade (Per Square Ft) - Sump Wall not
240	TRITEM93	included
1	TRITEM1979	Upgrade Roof Only to 150 MPH Wind Load, Model 2410
19	TRITEM545	Upgrade Skin to 14Ga Galvannealed, 120" Overall Building Height maximum (Per Skin)
21	TRITEM552	Upgrade Skins to 20Ga Galvannealed, 120" Overall Building Height maximum (Per Skin)
-1	DR60	Door, Double, 60"W x 80"H, 3HR Fire-Rated
1	TRITEM1980	Rollup Door, 72"W X 80"H Fire-Rated, Non-Insulated, Chain Operated, Windstorm Door FL Approved (Shipped loose and installed and tested on site by others)
1	TRITEM1981	Rollup Door, 60"W X 80"H Fire-Rated, Non-Insulated, Chain Operated, Windstorm Door FL Approved (Shipped loose and installed and tested on site by others)
2	TRITEM1978	Custom Threshold, Painted 10Ga HRS (Shipped loose and installed on site by others)
1	PW4FR3	Partition Wall, 4Hr Fire-Rated (With Sump Separator), 10W Building
1	HDB3	Hold-Down Bracket, 3-Hole, Upgrade from Standard (4 Brackets)
1	DC2	Dry Chemical Fire Suppression System (Rated for Class A, B and C fires)
1	WS1	Water Sprinkler Subassembly, One (1) Sprinkler Head
46	SH22	Shelving with Standards, Stainless Steel (Adjustable, 22°D) (Per Linear Ft.)
138	SH22A	Shelving W/O Standards, Stainless Steel (Adjustable, 22°D) (Per Linear

1		Ft.)
2	SIGN7	Sign, "CONFINED ENTRY"
2	MVL	Exhaust Ventilation, Exterior Low Mount (Explosion Proof) (Class I, Division 1 Groups C&D) with Snap-Type Switch (Non Explosion-Proof)
2	FS2	Fan Switch, Snap-Type, Upgrade to Explosion-Proof Switch (Class I, Division 1 Groups C&D)
1	HS	Heat Sensor - Exhaust Shutdown (Explosion-Proof) (Class I, Division 1 Groups C&D)
2	LED2	Interior LED Low Profile Lighting Fixture, 20W (Class I, Division 2 Groups A-D) with Exterior Light Switch (Non Explosion-Proof)
2	LS2	Upgrade Light Switch to Explosion Proof (Class I, Division 1 Groups C&D)
1	ELAE	Emergency Local Alarm System, Explosion-Proof Switch (Class I, Division 1 Groups C&D) Non Explosion-Proof Alarm
1	ELAA	Additional Emergency Local Alarm Switch (Class I, Division 1 Groups C&D)
1	LC1	Load Center, Single Phase (Nema 3R)
11	CCP	Custom Color (Excludes Safety Colors)
11	TfU2	Two-Tone Finish
1092	MAX INT/EXT	Special Coating - Maxshell (Interior & Exterior)
240	CTU	Coal Tar Undercoat (Per Sq. Ft)
240	FRC	Florida Roof Coat, Required in Hurricane Zone (Per Sq. Ft)
2	TRITEM1071 FLSS	Upgrade Roll up Door to be installed in factory (Additional freight charges may apply) Florida State Seal

Total Purchase Price (3) Buildings Estimated Freight

Total Purchase Price

\$277,297.00 \$13,630.50 **\$290,927.50**

Building configuration

notes:

ITEM A BUILDINGS

- 1.) H3 Occupancy for storage only of flammable liquids (1A Flammables not allowed)
- 2.) Class I Div 2 min. Interior/ General Purpose Exterior
- 3.) Building will meet wind load requirements
- 4.) Door threshold height to be approved by end user before production
- 5.) Ducting, if required, to be supplied and installed on site by others
- 6.) Backup power to be supplied and installed on site by others
- 7.) Due to the ventilation requirements in hazardous material areas, Safety Storage cannot guarantee humidity control/condensation build up. Pre-conditioned air, if required, must be supplied and installed on site by others.
- 8.) Egress door may be required by the LAHJ and must be supplied and installed on site by others. SSI can supply at an additional cost
- 9.) Shelving will have 1.5" lip

Exceptions:

1.) Any additional requirements, not specifically identified in this quote, will be the sole responsibility of the end user

Bid No. 18/19-17, Household Hazardous Waste Buildings

Total Price of Three Buildings per specifications pages 15-18: \$_290,927.50			
Total Cost Written in Words: <u>Two Hundred Ninty Thousand Nine Hundred Twenty Seven dollars and Fifty</u> Cents			
(Bid based on above total) Bids require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.			
CORPORATE DETA	ILS		
Failure to complete all t	Telds may result in your bid being rejected as non-responsive.		
COMPANY NAME:	Safety Storage Inc.		
ADDRESS:	855 North 5th Street		
	Charleston, IL 61920		
TELEPHONE:	888-345-4470		
FAX #:	217-345-4428		
E-MAIL:	KARAS@SAFETYSTORAGE.COM		
Name of Person submit	ting Bid: KARA PEARCY		
	Title: PROJECT MANAGER		
•	Signature: Haa Klarcy		
	Date: 4/22/19		
Area Representative Co	ntact Information: STEVE LAUBER		
	877-265-8820		
ADDENDA ACKNOW Bidder acknowledges re	<u>LEDGMENT:</u> eceipt of the following addendum:		
Addendum NoI	Date: 4/17/19 Acknowledged by: KARA PEARCY		
Addendum NoI	Date:Acknowledged by:		
Addendum NoI	Date:Acknowledged by:		

BID #18/19-17, Household Hazardous Waste Buildings

SCOPE OF SERVICES

(As provided by Environmental Services Department)

Clay County is located in Northeast Florida just south of Jacksonville. The County's household hazardous waste program is operated by the Department of Environmental Services. The County utilizes three (3) Hazardous Waste Storage Buildings to store residential household hazardous wastes until it is ready for shipment. These storage buildings are integrated into the main building. The intent of this Bid is to procure new hazmat storage buildings to replace the existing buildings.

Contractor's Responsibility:

The Contractor will manufacture and deliver three (3) new portable hazardous materials storage buildings that adhere to the specifications provided by the County. The County will be responsible for installation of the buildings and power connection. The portable buildings must fit in the existing footprint and must align with openings in the permanent household hazardous waste (HHW) building. It shall be the responsibility of the Contractor to ensure that the new storage buildings will properly fit in the area provided. It is strongly recommended that the Contractor visit the site and confirm all measurements.

All systems (doors, lights, exhaust fans, fire safety equipment, shelves, etc.) shall be properly tested prior to delivery to the County.

The Contractor will deliver the units to the County's site at 3545 Rosemary Hill Road, Green Cove Springs, FL 32043. No less than 15 days prior to delivery, the Contractor shall: (1) notify the County of the scheduled delivery date, (2) provide the gross weight of each building, and (3) deliver a schematic of each building that includes the lifting points for unloading and moving.

The existing buildings will be removed by the County's landfill maintenance Contractor.

Specifications (Hazmat Storage Buildings)

- Three (3) New Portable Hazardous Materials Storage Buildings
- Manufacture and deliver buildings only
- Must meet EPA, NFPA 30 and OSHA standards for storage of household hazardous wastes
- Buildings must fit into existing footprint and must align with building openings
 - Proper alignment includes floor height level with permanent building and door openings between building support girders. (Height of floor is 10.5" from concrete pad)
 - Building Size (length x width x height) shall be equal to or larger than current units
 - Exterior (maximum) 24' x 10' x 10'
 - Existing units size (exterior) 22°5" x 8'6" x 8'

- Current building measurements are for reference only. Contractor is responsible for new buildings proper fit.
- Roof must slope front (door side) to back and away from permanent building
- All welded heavy gauge steel construction
 - Exterior walls 12 gauge minimum
 - Interior walls 20 gauge minimum
 - Floor grates 10 gauge minimum
 - Sump containment area 10 gauge minimum
- Tie down pads at four (4) corners compliant with anchoring requirements of State of Florida Building Codes and Wind Codes for Eastern Clay County.
- Forklift pockets for lifting and moving building
- Exterior Coating
 - Walls and roof painted the color selected by the County
 - o Contractor will provide County with color options
 - Weather and chemical resistant coating, including on underside of building
 - Provide touch up paint of same color (one half gallon minimum)
- Four (4) hour fire rating
- Separation walls dividing each unit, including sump floor
- Lockable roll up doors for each room (6'8" minimum height)
- Low profile door threshold (10 gauge steel), each door. Must extend to connect flush with floor of permanent building. (current threshold extends 2.5")
- Secondary Containment sump in floor 750 gallon minimum
- Galvanized steel grate flooring with removable sump access grate
- Explosion proof exhaust fan in each room
- Explosion proof light(s) in each room
- Automatic Fire Suppression System for each room
 - Chemical fire suppression for five of six rooms (standard ABC dry chemical)
 - Water suppression in oxidizer room (1/3 sized room, East side of Building 3)
- Power connection locations
 - Building #1 mount box at corner of unit on the East side at the South end
 - Building #2 mount box at center of unit on the South end
 - Building #3 mount box at center of unit on the West end
- Interior Coating
 - Walls and shelving will be anti-corrosive resin coated to protect against chemical corrosion

- Walls and shelves painted bright white in color
- Adjustable and removable shelving for each room
 - Mounting brackets, shelves and hardware shall be of the same design and size for universal fit within all three buildings
 - Mounting hardware and shelving shall be installed on the rear and side walls of each room (3 walls)
 - Brackets must allow shelves to be mounted at 16" above floor,
 16" below ceiling and at any height in between with adjustment intervals of no larger than 2"
 - o Shelves will have a minimum depth of 18"
 - o Shelving will extend end to end (corner to corner) on each wall
 - Must install four (4) vertical shelves each wall
 - Shelves will be of a solid surface and will have a leak proof containment lip (1.5" minimum) on all four sides to contain spilled liquids
 - Corrosion resistant, fitted shelf liners will be supplied for each shelf
- Buildings #1 & #2 [East (back) side of HHW building]
 - Each Building will be divided into two (2) rooms of equal size
 - Door opening in center of each room
 - o 6' wide roll up door for each room
 - o Tag board holders (10 ¾" x 10 ¾") adjacent to each door
- Building #3 [South (right) side of HHW building]
 - Divided into two (2) rooms of unequal size
 - East side (left side when facing front) shall be 1/3 of total size (oxidizer room)
 - West side (right side when facing front) shall be 2/3 of total size
 - Door opening in center of each room
 - o 5' wide roll up door East room (1/3)
 - o 6' wide roll up door West room (2/3)
 - o Tag board holders (10 3/4" x 10 3/4") adjacent to each door
- Contractor's Warranty
 - Structure and systems 10 year minimum
 - Chemical resistant coatings and paint 3 year minimum

Bidders may be requested to provide a schedule of values at time of bid review.

Bid Invitations Sent to the Following Companies for: Bid #18/19-17, Household Hazardous Waste Buildings

U. S. Chemical Storage

Chem-Stor

ECP Environmental Compliance Products

Safety Storage, Inc.

Freedom Steel Buildings

D J Haycook Construction Co.

MCC Development, Inc.

Handi House of Orange Park

LD Buildings

HC Buildings

Southern Structures, Inc.

Cooks Portable Warehouses

Keen's Buildings

Thomas May Construction Company

Core Construction Company

Construction Journal

Construct Connect

Dodge Data & Analytics

Mid State Builders Exchange, Inc.

Prime Vendor, Inc

NAPC Data Specialist

Conner Services, LLC

DDI Southeast

Dodge Data & Analytics

Ideal Sales



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee DATE: 5/10/2019

FROM: Administrative and Contractual Services

SUBJECT: Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This will assist Clay County Veterans Services with tracking veteran's claims and assist veterans and eligible dependents in accessing all benefits to which they are entitled.

<u>Is Funding Required (Yes/No):</u> <u>If Yes, Was the item budgeted (Yes/No/N/A):</u>

No No

Funding Source: Not Applicable

Sole Source (Yes\No): Advanced Payment (Yes\No):

No No

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

FDVA Memorandum of Agreement Public

REVIEWERS:

Department Reviewer Action Date Comments

Administrative

and Contractural Thomas, Karen Approved 5/15/2019 - 1:15 PM

Services

County Mock, Lorin Approved 5/15/2019 - 2:38 PM

Memorandum of Agreement

between

Florida Department of Veterans' Affairs

and

Clay County

on behalf of the

County Veteran's Service Officer

Table of Contents

1.	Purpose	2
2.	Background	2
3.	Scope	2
4.	Roles and Responsibilities	3
	4.1 FDVA shall:	3
	4.2 County shall:	3
5.	Terms of the Agreement and Period of Effectiveness	5
6.	FDVA Point of Contact	5
7.	Execution of Agreement	6
Au	thority and Reference	6
Δcı	ronyms	7

Memorandum of Agreement Between Florida Department of Veterans' Affairs (FDVA) and <u>Clay</u> County Veteran's Service Office

1. Purpose

In order to create greater efficiencies through cooperation as contemplated by Section 163.01, Florida Statutes, this Memorandum of Agreement (herein referred to as "MOA") establishes and formalizes the interlocal relationship between the State of Florida Department of Veterans' Affairs (herein referred to as "FDVA") and <u>Clay County</u>, a political subdivision of the State of Florida, on behalf of the County Veteran's Service Officer (herein referred to as "the County") under Section 292.11, Florida Statutes, as an authorized user of FDVA's VetraSpec technology acquired through its contract with DataSpec, Inc., Contract No. FDVA-ITN-15-004N, to manage veterans' case files and records in furtherance of FDVA's mission to advocate with purpose and passion for Florida veterans and link them to superior services, benefits and support. In this MOA, FDVA and the County will collectively be known as "the Parties."

2. Background

VetraSpec is a secure, web-based application that FDVA has purchased and implemented as a solution to track veterans' claims, and assist veterans and eligible dependents in accessing all benefits to which they may be entitled.

FDVA makes this application available for authorized users of FDVA and Florida County Veteran Service Officers (herein referred to as "CVSOs") that have paid, directly to DataSpec, Inc., for the licenses to receive services. Qualifying CVSOs become authorized users through the execution of this MOA and in compliance with the terms and conditions of this agreement.

FDVA, in its sole discretion, shall determine if a person qualifies as an authorized user of the FDVA VetraSpec application (herein referred to as "VetraSpec").

3. Scope

The Parties to this MOA agree to be bound by its terms and conditions governing access to VetraSpec by authorized users. Authorized users of VetraSpec shall be responsible for the confidentiality of veteran records and shall not access records of veterans for whom the authorized user does not have specific, written authorization to access on behalf of the veteran.

This MOA applies to all FDVA's VetraSpec authorized users that may include CVSOs; system administrators; and system users.

No person shall have access to VetraSpec without first being approved by FDVA, in writing, as an authorized user.

Authorized users shall operate, at all times, in compliance with the terms and conditions of this MOA and at the express direction of the FDVA.

Memorandum of Agreement Between Florida Department of Veterans' Affairs (FDVA) and <u>Clay</u> County Veteran's Service Office

4. Roles and Responsibilities

4.1 FDVA shall:

- **4.1.1** Approve qualifying persons as authorized users and coordinate access to VetraSpec for intended use under this MOA.
- **4.1.2** Monitor usage of VetraSpec by authorized users through compliance checks and quality assurance measures, including conducting audits of authorized user VetraSpec credentials and written authorizations from veterans allowing authorized users to access veteran records.
- **4.1.3** Ensure all authorized users receive training by DataSpec, Inc., for use of VetraSpec prior to gaining rights and credentials to access and work within the application, and partake in additional training should VetraSpec upgrades so require.
- **4.1.4** Freely cooperate with authorities legally empowered to investigate, audit, or otherwise review the procedures, data and conduct including the operation and its authorized users under the licensed database held by FDVA.
- **4.1.5** Report any violation of intended use of accessing VetraSpec under the licensed FDVA database. All violations shall be promptly reported to FDVA and DataSpec, Inc.
- **4.1.6** Revoke authorized user access to the FDVA VetraSpec database for those whom, in the sole discretion of FDVA, have been deemed to have violated the intended use of the application.
- **4.1.7** All electronic discharges that are in the possession of FDVA will be maintained in VetraSpec under the "FDVA" office code.

4.2 County shall:

- **4.2.1** Pay the annual fee per user in the amount of \$399.00, or subsequently-assessed current rate, to DataSpec, Inc. All payments are billed annually on anniversary of signing up for the system and are due and payable to DataSpec, Inc., in accordance with Chapter 218, Part VII, Florida Statutes.
- **4.2.2** Provide the resources necessary, including computer hardware, software, and personnel support, to effectively operate VetraSpec by each authorized user.
- **4.2.3** Allow only accredited County Veteran' Service Officers ("CVSOs") under Section 292.11, Florida Statutes, representing or assisting veterans and eligible dependents within the authorized user's office, to access and use VetraSpec. For purposes of this MOA, "authorized user" means any person appointed or designated by FDVA, in writing, to act on behalf of, or in place of a veteran or veteran's eligible dependent.

Memorandum of Agreement Between Florida Department of Veterans' Affairs (FDVA) and Clay County Veteran's Service Office

- **4.2.4** Access or view only files within the County as authorized by the veteran or eligible dependent, or as required and essential to assisting the veteran or eligible dependent in accessing benefits to which they may be entitled.
- **4.2.5** Cooperate fully in the mandate that: if a veteran or eligible dependent chooses representation outside his or her home county, the home county office will not access or view that veteran's file unless subsequently authorized to do so, in writing, by the veteran or veteran's eligible dependent which authority can only be granted when the power granted supersedes and replaces the earlier authorization.
- **4.2.6** Ensure that all inquiries and use of veterans' records are "For Official Use Only." To verify that all access to VetraSpec is "For Official Use Only," authorized users must comply with the following requirements:
 - (a) Have and keep on file written authorization for release of information, including written appointment of authorized agent, if applicable, executed by the veteran or eligible dependent for whom information is being accessed.
 - **(b)** Ensure that all work and inquiries pertaining to a veteran's file shall be limited to, and shall not exceed, the scope of the specific purpose in assisting the veteran and eligible dependent.
 - (c) Access records of discharges from the US Armed Forces in the possession of FDVA that are not part of an active claim, provided that the authorized user accessing the discharge record has authorization in accordance with section 4.2.6(a).
 - **(d)** Ensure that all discharge records in the possession of FDVA will not be viewed outside the scope of official business.
 - **(e)** Obtain and review a copy of the release of a discharge to verify that a veteran has authorized access to the record, or if the veteran is deceased, that a qualified official has signed on behalf of the veteran or dependent.
- **4.2.7** Abide by the existing policies and instructions, as listed in Appendix A to this MOA, for supporting the transmission, use, release, or storage of veterans' and dependents' information.
- **4.2.8** The Parties acknowledge that VetraSpec facilitates access to data that is protected by State and Federal law. Therefore, strict adherence to the terms and conditions of this MOA are of paramount importance for both Parties to achieve legal compliance. Recognizing that all information in the VetraSpec database is subject to the public records laws of the State of Florida, protecting the privacy of veterans and dependents is imperative. Information obtained under this agreement shall only be disclosed to persons to whom disclosure is authorized under Florida and Federal law. CVSOs shall not use or disclose any information received from VetraSpec under this MOA that is identified as confidential or exempt from public disclosure in accordance

Memorandum of Agreement Between Florida Department of Veterans' Affairs (FDVA) and Clay County Veteran's Service Office

with Chapter 119 and Section 282.318, Florida Statutes, and HIPAA Privacy and Security Rules. Disclosure is restricted to authorized intended uses to assist the veteran or eligible dependent. No information may be disclosed outside these limits without written consent from the veteran and eligible dependents.

Any person who willfully and knowingly violates any of the provisions of this section may be charged with noncriminal infractions up to a third degree felonies as provided in Section 119.10, Florida Statutes, and subject to penalties found in Chapter 775, Florida Statutes. In addition, any person who knowingly discloses any information in violation of HIPAA may be subject to criminal sanctions and civil liability. The duty of each CVSO, to maintain confidentiality of information under this section, continues and survives beyond the term of this MOA or separation from employment by the County.

- **4.2.9** Information from veterans' files will only be used to assist veterans and eligible dependents. At no time will any CVSO use information for any other purposes including but not limited to:
 - Recruitment for membership to organizations, including veterans' organizations.
 - Solicitation for firms, whether "for profit" or "not for profit" organizations, seeking to do business with veterans.
 - Listing of names for inclusion or inscription on monuments or memorials.
- **4.2.10** All requests for customization of access to VetraSpec or its reporting or other capabilities shall be submitted to FDVA, in writing, for consideration. FDVA will determine if such customization is beneficial to the State, and if approved, FDVA will submit the request to DataSpec, Inc.

5. Terms of the Agreement and Period of Effectiveness

This MOA will be effective on the date last signed below by the Parties, and will be reviewed annually by the signatories or successors. This MOA shall remain in effect until it is modified or terminated by the Parties. Minor modifications may be made when mutually agreed upon by written addendum, signed by FDVA and the County. Either party, upon 90 days' advance written notice, may terminate this MOA. FDVA may terminate immediately, if, in FDVA's sole discretion, it determines that the County has failed to comply with the terms and conditions of this MOA.

6. FDVA Point of Contact

Alene Tarter FDVA Director, Benefits and Assistance 727-319-7421

tartere@fdva.state.fl.us

Clay County Point of Contact

Name: <u>Kimberley Glover</u>

Title: <u>Veteran's Services Officer</u>

Phone: 904-269-6326

E-mail: Kimberley.Glover@claycountygov.Com

Memorandum of Agreement Between Florida Department of Veterans' Affairs (FDVA) and Clay County Veteran's Service Office

7. Execution of Agreement

The Parties have taken all actions necessary and secured all levels of approval to enter into this MOA. Each signatory has legal authority to bind the public entity it represents and hereby signs to memorialize accord with all terms and conditions.

Clay County A political subdivision of the State of Florida	Florida Department of Veterans' Affairs
By: Mike Cella, Chairman (printed name)	Colonel Alfred D. Carter, US Army Ret. Deputy Executive Director
Signature:	Signature:
Date:	-
ATTEST:	Date:
By: Lorin L. Mock, Acting County Manager and	Reviewed as to form and legal sufficiency
Clerk to the Board (printed name)	Noneway as to form and toget summerty
By: (Signature)	
Date:	
Reviewed as to form and legal sufficiency:	

APPENDIX A

Authority and Reference

5 U.S.C. 552, Freedom of Information Act

38 U.S.C. 5902, Recognition of Representatives of Organizations

45 Code of Federal Regulations, HIPAA Privacy

Privacy Act of 1974 as amended by 5 U.S.C. 552a

Section 1106 (A), Social Security Act

Florida Administrative Code, Chapter 55A-3.009, Accreditation to the United States Department

of Veterans Affairs

Florida Statutes 119.10, Public Records

Florida Statutes 292.11, County and City Veteran Service Officer

Florida Statutes 775, General Penalties

Acronyms

HIPAA Health Insurance Portability and Accountability Act

MOA Memorandum of Agreement

FDVA Florida Department of Veterans Affairs

POC Point of Contact United States

CVSO County Veteran Service Officer



Clay County Administration Building Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee

DATE: 5/1/2019

FROM: Karen Thomas, Administrative & Contractual Services

SUBJECT:

Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing. Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Bid provides playground equipment, amenities and lighting for all parks in Clay County as needed and other entities wishing to utilize this RFP. Pricing will be utilized for repairing, adding additional equipment, and new park projects.

<u>Is Funding Required (Yes/No):</u> <u>If Yes, Was the item budgeted (Yes/No\N/A):</u>

Yes Yes

Funding Source: General Fund / Parks & Recreation / Repairs and Maintenance

Account # 001-3201-546100 Amount - Varies by project

Sole Source (Yes\No): Advanced Payment (Yes\No):

No No

ATTACHMENTS:

Description

RFP #18 19-2, Various Equipment and Amenities for Parks and Playgrounds

REVIEWERS:

Department Reviewer Action Date Comments

Administrative

and Contractural Thomas, Karen Approved 5/16/2019 - 2:12 PM

Services

County Manager Slaybaugh, Jaclyn Approved 5/17/2019 - 3:28 PM

			SURFACIN	IG			
Distributor	Manufacturer	Surfacing	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Director (004) 754 0020							
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dura Play	Safety Surface Systems	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Fibar	Playground Safety Surfaces	10%	Priced Per Job	Yes	Request Quote	On Website
	First Coast Mulch	Mulch, Erosion Control	5%	Priced Per Job	www.firstcoastmulch.com	Request Quote	On Website
	Forestry Resources	Mulches, Sod, Fertilizer, Sod	5%	Priced Per Job	www.gomulch.com	Request Quote	On Website
	Innovative Mulching	Mulch Surfacing for Patios,	10%	Priced Per Job	www.innovativemulching.com	Request Quote	On Website
	PlayGuard	Playgrounds, Play Spaces Rubber Surface for	5%	Priced Per Job	www.playguardsurfacing.com	Request Quote	On Website
	Playsafe Surfacing	playgrounds, play spaces	5%	Priced Per Job	Yes	Request Quote	On Website
	Premier Tennis Courts	Tennis Court Surfacing	5%	Priced Per Job	No Website	Request Quote	No Website
	Rubber Recycling/Playsafer	Recylced Rubber Mulch, Map	5%	Priced Per Job	Yes	Request Quote	On Website
	Sand Lock Sandbox	Sandboxes, Accessories, covers	5%	Priced Per Job	www.sandlock.com	Request Quote	On Website
	Shaw Industries	Carpet, Hardwood, Tile ect	5%	Priced Per Job	www.shawfloors.com	Request Quote	On Website
	Stewart Tennis Courts	Tennis, Bocce, Basketball, Shuffleboard Courts	Priced Per Job	Priced Per Job	www.stewarttennis.com	Request Quote	On Website
	Wood Mulch Products	Mulch	5%	Priced Per Job	www.woodmulchproducts.com	Request Quote	On Website

	Tennis Unlimited	Tennis Court Sufacing	Priced per job	Priced Per Job	N/A	Request Quote	On Website
	X-Grass	Syntheitc Turf	5%	Priced Per Job	Yes	Request Quote	On Website
			Discount Allowed			Current MSRP List	
	Manufacturer	Product	from MSRP	Installation Discount	Catalog Provided	Supplied	Warranty
	Rubber Designs	Rubber Surface for					•
Advanced Recreational Concepts (321)		playgrounds, play					
775-0600 info@arcflorida.com		spaces	5%	5%	Yes	Digital Copy	Digital Copy
	Boiling Forest Mulch 4						
	You and Inovative	Mulch	5%	75%	No	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
			Discount Allowed			Current MSRP List	
	Manufacturer	Product	from MSRP	Installation Discount	Catalog Provided	Supplied	Warranty
Miracle Recreation/True North (407)		Rubber Surface for					
883-8463	No Fault	playgrounds, play	5%	Priced Per Job	Yes	Yes	Yes
		Rubber Mulch					
	IMC-Nuplay	Nuggets	10%	Priced Per Job	www.imcoutdoorliving.com	Yes	Yes
			Discount Allowed			Current MSRP List	
			6 34655	l	0		
6 4 - 4 (042) 040 2200	Manufacturer	Product	from MSRP	Installation Discount	Catalog Provided	Supplied	Warranty
Swartz Associates (813)-949-2288	Manufacturer Cowart Mulch	Engineered Wood					•
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Cowart Mulch	Engineered Wood Mulch	from MSRP	Installation Discount 60%	Catalog Provided Flyer	Supplied Attached to Flyer	Warranty Yes
		Engineered Wood					•
	Cowart Mulch International Mulch	Engineered Wood Mulch Recylced Rubber	10%	60%	Flyer	Attached to Flyer	Yes
	Cowart Mulch International Mulch	Engineered Wood Mulch Recylced Rubber	10% 6% 10%	60%	Flyer	Attached to Flyer Attached to Flyer Attached to Flyer	Yes
	Cowart Mulch International Mulch Co USA Mulch	Engineered Wood Mulch Recylced Rubber Mulch, Natural Mulch	10% 6% 10% Discount Allowed	60% 50% 60%	Flyer Flyer Flyer	Attached to Flyer Attached to Flyer Attached to Flyer Current MSRP List	Yes Yes Yes`
• • •	Cowart Mulch International Mulch Co	Engineered Wood Mulch Recylced Rubber Mulch,	10% 6% 10%	60% 50%	Flyer	Attached to Flyer Attached to Flyer Attached to Flyer	Yes Yes

Playmore West, Inc (239) 791-2400							
info@playmoreonline.com	Playmore Surfacing	Wood, Rubber Mulch	5%	varies-see price list	Flyer	Included in Flyer	Yes
			Discount Allowed			Current MSRP List	
	Manufacturer	Product	from MSRP	Installation Discount	Catalog Provided	Supplied	Warranty
Robertson Industries, Inc/Totturf Safety							
Surfacing (954) 882-1366 ghaab@totturf.com		Turf, Rubber Tiles,					
	Robertson Industries	Aquatic Surfacing	10%	Included in Discount	Yes	Yes	Yes
			Discount Allowed			Current MSRP List	
	Manufacturer	Product	from MSRP	Installation Discount	Catalog Provided	Supplied	Warranty
Playspace Services (321) 775-0600	Boiling Forest Mulch 4						•
info@playspaceservices.com	You and Inovative						
into@piayspaceservices.com	Mulch	Mulch Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
		Recreation Surfacing					
	Polysoft Surfacing	Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Play Space Services	Surfacing Installation	N/A	Per Discount Catalog	Yes	Yes	Yes
	Rubber Designs	Rubber Surface for					
		playgrounds, play spaces	5% or per discount		Disital Carry	Disital Carry	Disital Care
		Installation	catalog Discount Allowed	5%	Digital Copy	Digital Copy Current MSRP List	Digital Copy
	Manufacturer	Product	from MSRP	Installation Discount	Catalog Provided	Supplied	Warranty
	No Fault Safety						,
	Surfacing	Rubber Turf	2%	Included n SF Price	Flyer	No	Yes
Playworx Playsets LLC (386) 697-4426							
Tracy@playworx.com	Shawgrass	Syntheitc Turf	2%	Included in SF Price	Flyer	No	Yes
			Discount Allowed			Current MSRP List	
	Manufacturer	Product	from MSRP	Installation Discount	Catalog Provided	Supplied	Warranty
	Vitriturf	Cushioned Flooring	2%	Included in SF Price	Yes	Yes	Yes

Rep Services, Inc (407) 831-9658		Rubber Mulch,					
nathan@repservices.com	No Fault	Synthetic Turf	2%	50%	Yes	Yes	Yes
		Engineered Wood					
	Irvine Wood Recovery	Mulch	2%	50%	Flyer	Yes	Yes
	Robertson						
	Recreatonal Surfaces	Rubber Synthetic Turf	2%	Included in SF Price	Flyer	Yes	Yes
	Forever Lawn	Playground Grass	2%	Included in SF Price	Flyer	Yes	Yes
			Discount Allowed			Current MSRP List	
Miller Recreation Equipment & Design	Manufacturer	Product	from MSRP	Installation Discount	Catalog Provided	Supplied	Warranty
(941) 792-4580		Wear Mats, Acces					
MRECFLA@TAMPABAY.RR.COM	Fibar	Ramps, Engineered	5%	27%	Yes	No	Yes
	Foerverlawn	Sythetic Grass	5%	27%	<u>www.foerverlawn.com</u>	No	No
		Playground and					
	No Fault	Athletic Surfaces	5%	N/A	Yes	No	No

SHELTERS, SHADES & STRUCTURES

Distributor	Manufacturer	Shelters, Shades, Structures	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Distributor	Iviandiacturei	Sherters, Shades, Structures	Hom witter	Discount	catalog i fovided	Заррпеа	vvairanty
Bliss Products (904) 751-0830		Fabrics for shade structues,					L.
dewitt@blissproducts.com	Alterations & More	canopies, and pads	5%	Priced Per Job	N/A	Request Quote	N/A
	CemRock	Artificial Environments	5%	Priced Per Job	www.cemrock.com	Request Quote	On Website
		Ramps, Stars, Gangways,					
	G & A Manufacturing Inc.	Docks, Railings	5%	Priced Per Job	www.gamanufacturing.com	Request Quote	On Website
	Newsome Fence	Fencing	5%	Priced Per Job	www.newsomfence.com	Request Quote	On Website
	Outback Shelters	Shade Structures	5%	Priced Per Job	N/A	Yes	On Price Sheet
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	Priced Per Job	www.rcpshelters.com	Request Quote	On Website
	Shade America	Canopies	10%	Priced Per Job	Yes	Request Quote	In Catolog
	Spiral Court King	Spiral Stairs	5%	Priced Per Job	www.spiralstarsofamerica.com	Request Quote	On Website
	Structural Wood Systems	Structural Glued Laminated Timber	5%	Priced Per Job	www.structuralwood.com	Request Quote	On Website
	Superior Shade	Umbrellas, Canopies, Sails	5%	Priced Per Job	Yes	Yes	In Catolog
	Superior Shelters	Shelters, Gazebos, Shades	5%	Priced Per Job	Yes	Yes	In Catolog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600	Superior Recreation	Floudet	HOIH WISKF	Discount	Catalog Flovided	Зиррпеи	vvairanty
info@arcflorida.com	Shades	Domes, Umbrellas, Shades	5%	49%	Yes	Digital Copy	Digital Copy
	UltraShade	Shade Canopies	5%	49%	Yes	Digital Copy	Digital Copy
	Icon Shleters	Shade Shelters, Entry Ways,	5%	69%	Yes	Digital Copy	Digital Copy
	Superior Shelters	Shelters, Gazebos, Shades	5%	69%	Yes	Digital Copy	Digital Copy
	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos	5%	69%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390							•
terry@southernrecreation.com	SRP Shades	Sails, Shades, Canopies	5%	30%	Yes	??	Yes
	SRP Shelters	Gazebos, Pavilions	5%	30%	Yes	??	Yes
			Discount Allowed	Installation		Current MSRP List	
	Manufacturer	Product	from MSRP	Discount	Catalog Provided	Supplied	Warranty
Miracle Recreation/True North (407) 883-8463							
miracle@truenorthrecreation.com	USA Shade	Shades, Canopies	5%	N/A	Yes	Yes	Yes
			Discount Allowed	Installation		Current MSRP List	
	Manufacturer	Product	from MSRP	Discount	Catalog Provided	Supplied	Warranty
Custom Canopies, Inc (888) 776-3350 ext 1 chrs@customshadecanopies.com	Custom Canopies Inc.	Sails, Shades, Canopies	5%	Priced Per Job	Yes	Yes	Yes
·	·		Discount Allowed	Installation		Current MSRP List	
	Manufacturer	Product	from MSRP	Discount	Catalog Provided	Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	USA Shade	Shade Canopies	5%	180%	Yes	In Catalog	Yes
· ·	Classic Recreation						
	Systems, Inc	Shelters,	5%	75%	Yes	In Catalog	Yes
			Discount Allowed	Installation		Current MSRP List	
	Manufacturer	Product	from MSRP	Discount	Catalog Provided	Supplied	Warranty
RCP Shelters, Inc (772) 288-3600		Pavilions, Gazebos, Fabric					
info@rcpshelters.com	RCP Shelters	Shades, Concessions,	15%	175%	Yes	Yes	Yes
			Discount Allowed	Installation		Current MSRP List	
	Manufacturer	Product	from MSRP	Discount	Catalog Provided	Supplied	Warranty
Regal Contractors Inc (561) 906-7321		Installation of Shade					
regalcontractorsinc@gmail.com	Shade Systems Inc	Structures	N/A	100%	No	No	No
reguleonicactorsine@gmain.com	Apollo Sunguard (Shade)	Installation of Shade	i i i i i i i i i i i i i i i i i i i	10070	140	110	110
	Systems Inc	Structures	N/A	110%	No	No	No
	Systems me	Installation of Shade	1.47.1	220/0			
	RCP Shelters	Structures	N/A	150%	No	No	No
		Installation of Shade	.,,				
	Poligon by Porter	Structures	N/A	150%	No	No	No
		Installation of Shade	,		-	-	-
	Ball Fabrics	Structures	N/A	110%	No	No	No
			Discount Allowed	Installation		Current MSRP List	-
	Manufacturer	Product	from MSRP	Discount	Catalog Provided	Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359					<u> </u>	.,	,
info@toplinerec.com	Shade Systems Inc	Shades, Sails	5%	125%	Yes	In Catalog	In Catolog

	Americana Building	Gazebos, Walkway Covers,					
	Products	Roofs	5%	100%	Yes	In Catalog	In Catolog
			Discount Allowed	Installation		Current MSRP List	
	Manufacturer	Product	from MSRP	Discount	Catalog Provided	Supplied	Warranty
Playspace Services (321) 775-0600		Shelters, Bridges, Dugouts,			-		
info@playspaceservices.com	Cedar Forest Products	Gazebos Installation	5%	69%	Digital Copy	Digital Copy	Digital Copy
		Sails, Shades, Canopies					
	SRP Shades	Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
		Sails, Shades, Canopies			Digital Capy		
	Ultra Shades	Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
		Shade Shelters, Entry Ways,			Digital Copy		
	Icon Shleters	Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shelters	Gazebos, Pavilions Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426			Discount Allowed	Installation		Current MSRP List	
Tracy@playworx.com	Manufacturer	Product	from MSRP	Discount	Catalog Provided	Supplied	Warranty
		Shade Canopies					
	USA Shade	·	5%	75%	No	No	No
Rep Services, Inc (407) 831-9658	Manufacturer	Product	Discount Allowed	Installation	Catalog Provided	Current MSRP List	Warranty
nathan@repservices.com			from MSRP	Discount		Supplied	-
	Claurence Charde	Caila Chadaa Cananiaa	20/	750/	V	V	V
	Skyways Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	USA Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	OSA Silade	Salis, Silades, Callopies	270	75/0	163	163	163
	Poligon/Parasol Shade	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	1 2607	Tarabas, energia, carroptes	2,0			. 55	. 55
	Porter/Poligon Shelters	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
Miller Recreation Equipment & Design (941) 792- 4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	USA Shade	Shade Canopies	5%	N/A	Yes	No	No
		Pavilions, Gazebos, Fabric					
	RCP Shelters	Shades, Concessions	5%	N/A	No	No	No
	Coverworx Shelters	Pavilions, Gazebos, Shelters	5%	N/A	Yes	No	No

		SITE AMENITIES &	FURNISHINGS				
Distributor	Manufacturer	Site Amenities & Furnishings	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dero	Bike Racks	5%	Priced Per Job	Yes	Yes	In Catalog
	Doty & Sons Concrete	Concrete Containers, Benches, Tables	5%	Priced Per Job	www.dotyconcrete.com	Request Quote	On Website
	Forte	Plastic Fixtures, Trash Cans, ect	5%	Priced Per Job	www.forteproducts.com	Request Quote	Yes
	GT Grandstands	Bleachers	10%	Priced Per Job	Yes	Yes	On Website
	Jayhawk Plastics/FROG	Tables, Benches, Trash Cans	10%	35%	Yes	Yes	In Catalog
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	Priced Per Job	www.kaypark.com	Request Quote	On Website
	Kings River Casting	Benches, Receptacles, Tables, Bike Racks	5%	Priced Per Job	www.kingsrivercasting.co m	Request Quote	On Website
	Most Dependable Fountains	Fountains	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Murdock Fountains	Fountains	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Site	Benches, Receptacles, Tables,	5%	Priced Per Job	Yes	Yes	In Catalog
	Wausau International	Banches, Tables, Trash Cans, ect	5%	Priced Per Job	www.wausaumade.com	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreational Site Amenities	Tables, Benches, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digistal Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Park Catalog Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	No	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy

	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans	5%	30%	Yes	??	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	30%	Yes	??	Yes
	Ultra Site	Tables, Benches, Bike Racks, Trash Cans	5%	30%	Yes	??	Yes
Aireada Bassastian/Tsua North (407) 992 9462	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Wabash Valley	Tables, Benches, Trash Cans	Tier	Priced Per Job	www.wabashvalley.com	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Recycled Plastic Factory (941) 473-1618 cgoogins@recycledplasticfactory.com	Recycled Plastic Factory	Recycled benches, tables, lumber, Parking Curbs	25%	15%	N/A	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Wausau Tile, Inc (863) 816-8070 kprecast@msn.com	Wausau Tile, Inc	Planters, Benches, Bike Racks	10%	N/A	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	MyTCoat	Tables, Benches, Bike Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Frog Furnishings	Tables Benches, Trash Cans, Kiosks	8%	35%	Yes	In Catalog	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	6%	35%	Yes	In Catalog	Yes
	SiteScapes Inc.	Tables, Benches, Trash Cans, Bike Racks	5%	35%	Yes	In Catalog	Yes
	Superior Site Amenities	Tables, Benches, Bike, Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Vista Furnishings	Benches, Trash Cans, Bike Racks	6%	35%	Yes	In Catalog	Yes

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Dominica Recreation Products (800) 432-0162 robd@gametime.com	Ultrasite Furnishings	Benches, Bike Racks, Tables,	5%	30%	Yes	No	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Wabash Valley	Tables, Benches, Trash Cans	5%	32%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Ultrasite	Site Furnishing Installation	N/A	45%	No	No	No
	Dumor Site Furnishings	Site Furnishing Installation	N/A	75%	No	No	No
	Wausau Tile, Inc	Site Furnishing Installation	N/A	100%	No	No	No
Top Line Recreation Inc. (386) 575-8359	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
info@toplinerec.com	Premier Polysteel	Benches, Tables, Trash Cans, Bike Racks	5%	45%	Yes	In Catalog	In Catalog
	Patterson-Williams	Benches, Tables,	5%	45%	Yes	In Catalog	In Catalog
	Frog Furnishings	Benches, Tables, Trash Cans,	5%	45%	Yes	In Catalog	In Catalog
	MyTCoat	Benches, Tables, Trash Cans	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy

	Park Catalog/Highlands Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%			
					Digital Copy	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	N/A	N/A	Digital Copy	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Wabash Valley	Tables, Benches, Trash Cans	2.50%	50%	Yes	In Catalog	Yes
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
		Benches, Trash Cans, Bike Racks,					
	Dumor Site Furnishings	Tables	2%	50%	Yes	Yes	Yes
	Anova Site Furnishings	Tables Benches, Trash Cans,	2%	50%	Yes	Yes	Yes
Miller Recreation Equipment & Design (941) 792- 4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Murdock Fountains	Water Fountains	5%	27%	Yes	No	No
	Wabash Valley	Tables, Benches, Trash Cans	5%	27%	Yes	In Catalog	In Catalog
	Recycle Design	Benches	5%	27%	Yes	No	No
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	5%	27%	Yes	No	Yes
	Madrax	Bike Lockers	5%	27%	www.madrax.com	No	No

PLAYGROUND EQUIPMENT & STRUCTURES

Distributor	Manufacturer	Playground Equipment & Structures	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830		Boarders, Ramp Systems,					
dewitt@blissproducts.com	Action Play	Mats	5%	Priced Per Job	Yes	Yes	Varies Per Product
	Bark Park	Dog Park Products	8%	35%	Yes	Yes	On Price Sheet
	Big Toys	Interactive Playgrounds	5%	42%	Yes	Yes	On Price Sheet
	Dynamo Playgrounds	Innovative Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Elephant Play	Playgrounds	10%	35%	Yes	Yes	In Catalog
	Everlast Climbing	Climbing Walls, Jungle Gyms, ect	10%	Priced Per Job	Yes	Request Quote	In Catalog
	Free Note- Harmony Park	Musical Play Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Jensen Swings	Playgournd Swings, Slides	5%	Priced Per Job	www.jensenswing.c om	Yes	On Price Sheet
	Play & Park Structures	Playgrounds, Play Structures, Swings	10%	42%	Yes	Yes	In Catalog
	Safety 1st Surfacing	Expand, Install, Renew, Relocate	5%	Priced Per Job	www.safetyfirstplay ground.com	Request Quote	On Website
	Sportsplay	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Play	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Playoraft Suntana	Playground Equip, Tables,	20/	37%	Vos	Digital Com.	Digital Conv
into@arctiorida.com	Playcraft Systems	Benches, Bike Racks	2%	3/%	Yes	Digital Copy	Digital Copy
	Dynamo Playgrounds	Innovative Playgrounds	2%	37%	Yes	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	2%	37%	Yes	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	2%	60%	www.idsculpture.co m	Digital Copy	Digital Copy

	Superior Recreation Playgrounds	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	2.7.2	/ 6 3		2.79	. 55	- 10:12:1	0 201
	Childforms	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	2%	37%	Yes	Digital Copy	Digital Copy
	Sportsplay	Playground Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Playgrounds	Playground, Fitness Equip	5%	30%	Yes	??	Yes
terry@southermetreation.com	31ti Flaygrounus	r layground, r tiress Equip	370	3070	163	• • •	163
	Sportsplay	Playground Equipment,	5%	30%	Yes	In Catalog	Yes
	Free Note- Harmony Park	Musical Play Equipment	5%	30%	Yes	??	Yes
	Ultra Play	Playground Equip, Dog Parks	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463							,
miracle@truenorthrecreation.com	Miracle/True North	Playground Equipment,	Tier System	30%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288							
mail@ParkPlayUSA.com	Henderson Recreation	Playground Equipment,	6%	35%	Yes	In Catalog	Yes
	Action Play	Boarders, Ramp Systems, Mats	10%	35%	Yes	In Catalog	Yes
	Big Toys	Playgrounds, Musical, Benches	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Dominica Recreation Products (800) 432-0162							
robd@gametime.com	GameTime	Playground Equipment,	10%	30%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561							
JRose20@comcast.net	Kidstuff Playstystems	Playground Equpment	18%	20%	Yes	No	Yes

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400							
info@playmoreonline.com	Playworld	Playground Equpment	5%	32%	Yes	No	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Dynamo Industries, Inc (613) 446-0030							
ivan.hoffmann@dynamoplaygrounds.com	Dynamo Playgrounds	Playgrounds,	10%	45%	Yes	Yes	Yes
	Dynamo Playgrounds	Ropes Course	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Custom Products	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Nature Play	5%	42%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Landscape Structures Inc	Playground Installation	N/A	40%	No	No	No
	Playcore Branded Products	Playground Insallation	N/A	45%	No	No	No
	GameTime	Playground Installation	N/A	45%	No	No	No
	Playworld Systems Inc	Playground Installation	N/A	40%	No	No	No
	Henderson Recreation	Playground Installation	N/A	45%	No	No	No
	Miracle Recreation	Playground Installation	N/A	45%	No	No	No
	PlayPower/Little Tikes	Playground Installation	N/A	45%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359							
info@toplinerec.com	BCI Burke Company	Playground Equipment,	7% Discount Allowed	34%	Yes	In Catalog	In Catalog
into@topinierec.com			I DISCOUNT Allowed	Installation Discount	Catalog Provided	Current MSRP List	Warranty

Playworx Playsets LLC (386) 697-4426							
Tracy@playworx.com	Little Tikes	Playground Equipment,	10%	40%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658							
nathan@repservices.com	Landscape Structures Inc	Playground Equip	2%	50%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miller Recreation Equipment & Design (941) 792-4580							
MRECFLA@TAMPABAY.RR.COM	Miracle Recreation Equip	Playground Equip	8-20%	27%	Yes	Yes	Yes
	Action Play	Boarders, Ramp Systems, Mats	5%	25%	No	No	No
	Elephant Play	Playgrounds	5%	25%	No	No	No
	Ultra Play	Playground Equip, Dog Parks	5%	27%	No	No	No
	UPC Parks	Nature Play	5%	27%	Yes	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600							
info@playspaceservices.com	Playcraft Systems	Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Dynamo Playgrounds	Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	SRP R3	Recycled Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	N/A	60%	Digital Copy	Digital Copy	Digital Copy
	Childforms	Playground Sets,	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	N/A	37%	Digital Copy	Digital Copy	Digital Copy

		Splash Features, Skate	Discount Allowed from	Installation		Current MSRP List	
Distributor	Manufacturer	Parks, Outdoor Rec	MRSP	Discount	Catalog Provided	Supplied	Warranty
Bliss Products (904) 751-0830	Compac Filtration	Pads, Structures,					
dewitt@blissproducts.com		Filtration	5%	Priced Per Job	Yes	Request Quote	Priced Per Jo
	Spohn Ranch/True						
	Ride	Skate Park	5%	Priced Per Job	www.spohnranch.com	Request Quote	On Website
	Waterworks	Architectural Fountains,					
	International	SplashPads	5%	Priced Per Job	www.waterworksinternational.com	Request Quote	On Website
		Wood Carpet, Synthetic					
	Zeager	Turf,	5%	Priced Per Job	Yes	Request Quote	On Website
	NAforet	Dundunt	Discount Allowed from	Installation	Catalan Bussidad	Current MSRP List	14/
	Manufacturer	Product	MSRP	Discount	Catalog Provided	Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600							
info@arcflorida.com	Water Splash	Splash Parks	2%	75%	Yes	Digital Copy	Digital Copy
			Discount Allowed from	Installation		Current MSRP List	
	Manufacturer	Product	MSRP	Discount	Catalog Provided	Supplied	Warranty
Playspace Services (321) 775-0600	Water Splash						
info@playspaceservices.com	Installation	Splash Parks	N/A	75%	Digital Copy	Digital Copy	Digital Copy
			Discount Allowed from	Installation		Current MSRP List	
_	Manufacturer	Product	MSRP	Discount	Catalog Provided	Supplied	Warranty
Rep Services, Inc (407) 831-9658		Splash Pads, Water		Included in price			

		SPORTS & FIT	NESS EQUIPME	NT			
Distributor	Manufacturer	Sports 9 Eithors Equipment	Discount Allowed from MRSP	Installation Discount	Catalog Bravidad	Current MSRP List	Warranty
Distributor	ivianuiacturer	Sports & Fitness Equipment	Hom WK3P	Installation Discount	Catalog Provided	Supplied	vvarranty
Bliss Products (904) 751-0830							<u> </u>
dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilties,	5%	Priced Per Job	Yes	In Catalog	In Catalog
	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website
	Gared Sports	Team Sports, Fitness, Facilties,	10%	Priced Per Job	Yes	Yes	On Website
	CT C v . l · · · · ·	Bleachers, Press Boxes,	4607	District Day 1.1	, ,	,	0.14.1.2
	GT Grandstands	Benches	10%	Priced Per Job	Yes	Yes	On Website
	JayPro Sports	Team Sports, Fitness, Facilties,	5%	Priced Per Job	Yes	On Website	Varies Per Product
	, ,	, , ,					
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.majordisplay.com	Yes	On Website
	National Recreation Systems	Bleachers, Benches	5%	Priced Per Job	Yes	Yes	In Catalog
	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra-Action Fitness	Fitness Parks and Equiment	5%	Priced Per Job	Yes	Yes	In Catalog
		•	Discount Allowed			Current MSRP List	
	Manufacturer	Product	from MSRP	Installation Discount	Catalog Provided	Supplied	Warranty
vanced Recreational Concepts (321) 775-0600	Consideration	Caranta Farria	20/	750/	Vaa	Disital Cam	Distract Co.
info@arcflorida.com	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy

	JayPro Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
		Bleachers, Press Boxes,					
	GT Grandstands	Benches	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	National Recreation Systems	Bleachers, Benches	6%	35%	Yes	In Catalog	Yes
	National Recreation Systems	bleachers, benefics	070	3370	103	iii catalog	103
	JayPro Sports	Team Sports, Fitness, Facilties,	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561							
jrose20@comcast.net	Sportsplay	Sports Equip	13%	20%	No	No	??
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
			HOIH WISKE			Зиррпеи	
Greenfields Outdoor Fitness Inc (888) 315-9037 sam@greenfieldsfitness.com	Greenfields Outdoor Fitness	Outdoor Fitness Equipment	2%	Varies	Yes	Yes	In Catalog
samægreenneidsittness.com	Manufacturer Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
			HOIII WISKF			Зиррпеи	
Nevco Sports, LLC (618) 664-0360							
sales@nevco.com	Nevco Sports, LLC	Scoreboards		Available upon Request	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321							
regalcontractorsinc@gmail.com	Greenfields Outdoor Fitness	Fitness Equipment Installation		40%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Musco Sports Lighting LLC (800) 825-6030				,			
musco.contracts@musco.com	Musco Sports Lighting	Sports Lighting	Prices as listed	/	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359							
info@toplinerec.com	Burke Fitness	Fitness Course	7%	34%	Yes	No	In Catalog
	Patterson-Williams Athletics	Sports Equip, Bleachers	5%	45%	Yes	1. 61	
		L Sports Equip Bloochors	E 0/	/I L 0/.	Voc	In Catalog	In Catalog

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com							
	Sportsplay	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilties,	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Miller Recreation Equipment & Design (941) 792- 4580 MRECFLA@TAMPABAY.RR.COM	- Manufacturer Product		Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
		Sports Equip, Bleachers,					
_	Bison Sports	Padding	5%	27%	Yes	No	Yes
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS – SCOPE OF SERVICES

(Provided by Parks and Recreation Department)

SCOPE:

The purpose of this bid invitation:

- 1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
- 2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
- 3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
- 4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their "critical height" (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission 4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association 22377 Belmont Ridge Road Ashburn, VA 20148-4150 (703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a "promotional" basis from the manufacturer to the county. It will be the bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder's job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

Bid Invitations Sent to the Following Companies for: RFP #18/19-2, Various Equipment And Amenities For Parks And Playgrounds

Miracle Recreation - True North

Musco

Playmore Recreation Products

REP Services

Advanced Recreational Concepts

Southern Recreation, Inc.

J. Durgan Associates, Inc.

Victor Stanley, Inc.

Robertson Recreational Surfaces

Recycled Plastic Factory, LLC

Greenfields Outdoor Fitness, Inc.

Gulf Coast Sports, LLC

Bliss Products

Apollo Sunguard Systems, Inc.

Miller Recreation Equipment & Design, Inc.

Dominica Recreation Products/Game Time

Site Horizons

M. Gay Constructors, Inc.

Advanced Eco Designs

Florida Playstructures, Inc.

Seating Constructors UDS, Inc.

Shell Scape of Florida, LLC

ParknPool Corporation

Prosales

Hunter Knepshield Company

Team C Sports

Gary Yeomans Ford

Kompan, Inc.

BASCA, Inc.

Qualite Sports Lighting

Bill Fritz Sports Corporation

American Park & Recreation

Top Line Recreation

Atlantic Coast Recreation

Gopher Sports

Foreverlawn Palm Beach

Sail Shade Structures

Park Warehouse

Custom Canopies, Inc.

Dynamo Playgrounds

Prescision Playgrounds

Playworx Playsets, LLC

Rosette Equipment Company

Prime Vendor, Inc.

Regal Contractors, Inc.

No Fault Sport Group

Korkat Playgrounds & Site Amenities

Construction Journal

Wausau Tile, Inc.

Project Innovations, Inc.

Coast to Coast Recreation, LLC

Vortex

RCP Shelters, Inc.

Sail Shade Structures

Swartz Associates, Inc.

Nevco

Medley Sports Construction



Clay County Administration Building Tuesday, May 21 3:00 PM

TO: Committee	DATE:
---------------	-------

FROM: Purchasing Dept.

SUBJECT: Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

AGENDA ITEM TYPE:

<u>Is Funding Required (Yes/No):</u> <u>If Yes, Was the item budgeted (Yes/No/N/A):</u>

Yes

Matching funds will be paid pending approval of the FY19/20 budget.

Sole Source (Yes\No): Advanced Payment (Yes\No):

No No

REVIEWERS:

Department Reviewer Action Date Comments

Administrative

and The Contractural

Thomas, Karen Approved 5/15/2019 - 1:14 PM

Services

County Mock, Lorin Approved 5/15/2019 - 2:38 PM



Clay County Administration Building Tuesday, May 21 3:00 PM

TO: Committee	DATE:
10. Committee	DAI

FROM: Purchasing Dept.

SUBJECT:

Discussion regarding the following Agreements related to the SWEAT Program:

- 1. Program Director Services Curtis Enterprises, LLC
- 2. Mentoring and Tutoring Services Bright Minds Youth Development, Inc. (K. Thomas)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

When the program was initially started the Board approved waiving the Purchasing Policy related to selecting William F. Curtis/Curtis Enterprises, LLC as the Program Director based on his experience with the Department of Juvenile Justices System.

A Request for Proposals was issued in FY 16/17 for Mentoring and Tutoring Services in which only 2 proposals were received. The proposal from K16 Ready Society, Inc. far exceeded the Program budget and was being offered by an out of State company. Bright Minds Youth Development, Inc. was award the bid and issued an Agreement.

<u>Is Funding Required (Yes/No):</u> <u>If Yes, Was the item budgeted (Yes\No\N/A):</u>

Yes Yes

Funding Source: Grant Funding

Sole Source (Yes\No): Advanced Payment (Yes\No):

No No

REVIEWERS:

Department Reviewer Action Date Comments

Administrative

and Contractural Thomas, Karen

Approved 5/15/2019 - 1:13 PM

Services

County Mock, Lorin Approved 5/15/2019 - 2:38 PM



Clay County Administration Building Tuesday, May 21 3:00 PM

TO: Board of County Commissioners DATE: 5/17/2019

FROM: Teresa Capo

SUBJECT:

Approval of TDC Marketing Grant Applications for Ham Jam 2019 in the amount of \$2,200.00 and Clay County Veterans Event in the amount of \$1,000.00. Funding Source 109-1910-548005 (Tourism Development Fund - Tourism & Film Development - Reimbursement Grants) (K. Morgan)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The Tourism Department Staff received two TDC Event Marketing Grant Applications. Using the Board approved scoring metrics for all TDC Event Marketing Grant awards, the Tourism Department Staff scored both applications in order to supply a recommendation at their May 15, 2019 TDC meeting.

At that meeting, the TDC awarded the following:

- Ham Jam 2019 \$2,200
- · Clay County Veterans Event \$1,000

Is Funding Required (Yes/No): If Yes, Was the item budgeted (Yes\No\N/A):

Yes Yes

Funding Source: Tourism Development Fund - Tourism & Film Development - Reimbursement Grants

Account # 109-1910-548005 Amount - \$2,200.00 Ham Jam 2019

Account # 109-1910-548005 Amount - \$1,000.00 Clay County Veterans Event

Sole Source (Yes\No): Advanced Payment (Yes\No):

No No

ATTACHMENTS:

Description

CC Vet Application Public

Ham Jam Application Public

REVIEWERS:

Department Reviewer Action Date Comments

Finance Goodermote, Angela Approved 5/17/2019 - 11:52 AM Item Pushed to Agenda

Kimberly Morgan

From:

webform@claycountygov.com

Sent:

Thursday, May 09, 2019 3:32 PM

To:

Kimberly Morgan

Subject:

Clay County, FL: 2018/19 TDC Grant Application

A new entry to a form/survey has been submitted.

Form Name:

2018/19 Clay County TDC Grant Application

Date & Time:

05/09/2019 3:31 PM

Response #:

18

Submitter ID:

20167

IP address:

172.24.96.110

Time to complete: 10 min., 33 sec.

10 ---! - 22 ---

Survey Details

Page 1

Clay County Tourist Development Council Grant Application 2018/19

(October 1, 2018 through September 30, 2019)

1. General Organization Information

Name of Organization

Clay County Veterans Services Department

Event Name

3rd Annual Veterans Appreciation Day Event

Address

PO Box 1366

City

Green Cove Springs

State

Florida 32043

Postal Code

(904) 278-3735

Phone Website

claycountygov.com

Contact Name

Kimberley Glover

Contact Email Address

karen.thomas@claycountygov.com

Contact Phone

(904) 278-3735

Contact Cell Phone

(904) 540-3389

2. Requesting Organization's Net Reported Assets in 2017

Upload Document

last yr budget TDC.pdf

3. Event Information

Event Name

3rd Annual Veterans Appreciation Day Event

Date(s) of Event

09/28/2019

Time(s) of Event

9:00-3:00

Location of Event

Moosehaven

Website

www.claycountygov.com

Not acceptable: To create goodwill within our community. OR To boost local awareness of our organization.

Acceptable: Create an event experience that will generate 100 room nights, a 30% increase over last year, by using a digital marketing campaign that will run 1 month prior to our event and will target southeast Georgia, Orlando and Tampa.

6. 2018/19 Event Funding

Event Budget (both

draft budget.pdf

revenue and

expenditures)

Sponsorship

Sponsor list TDC.xlsx

Plan/Commitments

What alternative source of funding will you seek if your request is not eligible for funding?

Seek additional sponsorships.

7. 2018/19 Event Marketing Plan

Include size/length of

Advertising Plan.pdf

advertisement,

distribution channel(s)

used, when

advertisement will

appear, targeted

audiences, etc.

Visitor Survey

Thank you, Clay County, FL

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

PAGE NUMBER: 1

AUDIT21

DATE: 05/09/2019 TIME: 12:01:36

CLAY COUNTY BOCC FY 2019 EXPENDITURE AUDIT TRAIL

SELECTION CRITERIA: orgn.fund='001' and expledgr.key_orgn='1601' ACCOUNTING PERIODS: 1/18 THRU 13/18

SORTED BY: FUND, FUNCTION, ACTIVITY, DEPARTMENT, DIVISION, ACCOUNT

TOTALED ON: FUND, FUNCTION, ACTIVITY, DEPARTMENT, DIVISION

PAGE BREAKS ON: DEPARTMENT

FUND - 001 - GENERAL FUND

DIVISION - 1601 - VETERANS SERVICE OFFICER

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	CUMULATIVE DESCRIPTION BALANCE						
001-550-553	001-550-553-1601-050-1601 - VETERANS SERVICE OFFICER													
512000 RE 10/04/17 10/10/17 10/10/17 10/10/17 11/03/17 11/03/17 11/03/17 11/03/17 11/16/17 12/01/17 12/01/17 12/28/17 01/11/18 01/25/18 02/08/18 02/22/18 03/08/18 03/22/18 04/05/18 04/19/18 05/17/18 06/01/18 06/01/18 06/14/18 06/28/18 07/12/18 07/26/18	GULAR 11-1 19-1 19-1 19-1 19-1 19-2 19-2 19-2	SALARIES	20180030 20180028 20180029 20180131 20180138	ICE OFFICER	.00 48,226.00	.00 331.00 -331.00 331.00 2,402.88 1,615.38 1,615.38 1,615.39 1,999.99 1,807.69	.00	BEGINNING BALANCE POSTED FROM BUDGET SYSTEM P/R ACCRUAL FY 17 P/R ACCRUAL FY 17 P/R ACCRUAL FY 17 P/R ACCRUAL FY 17 PREVERSAL OF JE20180028 PAYROLL CHARGES PAYROLL CHARGES OPT OUT PPE 10/17/17 OPT-OUT PPE 10/03/17 PAYROLL CHARGES						
08/23/18 09/07/18 09/20/18 10/05/18	3 22-13 3 22-13	2				1,807.69 1,807.69 1,807.69 1,807.69		PAYROLL CHARGES PAYROLL CHARGES PAYROLL CHARGES PAYROLL CHARGES						
10/09/18 TOTAL		} LAR SALARIES	20181655		48,226.00	-361.00 4 7,105.51	.00	REVERSE P/R ACCRUAL 1,120.49						

^{*} THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

TIME: 12:01:36

CLAY COUNTY BOCC FY 2019 EXPENDITURE AUDIT TRAIL PAGE NUMBER: 3

AUDIT21

SELECTION CRITERIA: orgn.fund='001' and expledgr.key_orgn='1601'

ACCOUNTING PERIODS: 1/18 THRU 13/18

SORTED BY: FUND, FUNCTION, ACTIVITY, DEPARTMENT, DIVISION, ACCOUNT

TOTALED ON: FUND, FUNCTION, ACTIVITY, DEPARTMENT, DIVISION

PAGE BREAKS ON: DEPARTMENT

FUND - 001 - GENERAL FUND

DIVISION - 1601 - VETERANS SERVICE OFFICER

ACCOUNT									CUMULATIVE
DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	BALANCE
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		NT CONTRIBUT		t uj	2.0	2.2	22		
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10/10/1			20180030		3,830.00	26.00		P/R ACCRUAL FY	
10/10/1			20180036 20180028			-26.00		P/R ACCRUAL FY1	
10/10/1			20180026			26.00		REVERSAL OF JE2	
10/20/1			20160025			187.34		PAYROLL CHARGES	
11/02/1						127.94		PAYROLL CHARGES	
11/16/1						127.94		PAYROLL CHARGES	
12/01/1						127.94		PAYROLL CHARGES	
12/14/1						158.40		PAYROLL CHARGES	
12/28/1				1		143.17		PAYROLL CHARGES	
01/11/1						143.17		PAYROLL CHARGES	
01/11/10						143.17		PAYROLL CHARGES	
02/08/18						143.17		PAYROLL CHARGES	
02/08/18						143.17		PAYROLL CHARGES	
03/08/18						143.17		PAYROLL CHARGES	
03/22/18								PAYROLL CHARGES	
04/05/18						143.17		PAYROLL CHARGES	
04/19/18						143.17			
						143.17		PAYROLL CHARGES	
05/03/18						143.17		PAYROLL CHARGES	
05/17/18						143.17		PAYROLL CHARGES	
06/01/18						143.17		PAYROLL CHARGES	
06/14/18						143.17		PAYROLL CHARGES	
06/28/18						149.32		PAYROLL CHARGES	
07/12/18						149.32		PAYROLL CHARGES	
07/26/18						149.32		PAYROLL CHARGES	
08/09/18						149.32		PAYROLL CHARGES	
08/23/10						149.32		PAYROLL CHARGES	
09/07/1						149.32		PAYROLL CHARGES	
09/20/1						149.32		PAYROLL CHARGES	
10/05/10						149.32		PAYROLL CHARGES	
10/09/1			20181655			-30.00		REVERSE P/R ACC	
TOTAL	RETIR	EMENT CONTRI	BUTIONS		3,850.00	3,781.33	.00		68.67
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10/04/1					17,828.00	. 00	.00	POSTED FROM BUL	
11/02/1					17,020.00	37.50		PAYROLL CHARGES	
11/03/1			20180131			37.50		OPT OUT PPE 10/	
11/03/1	13-2		5010012T			37.50		011 001 FEB 10/	

^{*} THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

PAGE NUMBER:

AUDIT21

DATE: 05/09/2019 TIME: 12:01:36

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TOTALED ON: FUND, FUNCTION, ACTIVITY, DEPARTMENT, DIVISION

PAGE BREAKS ON: DEPARTMENT

FUND - 001 - GENERAL FUND

DIVISION - 1601 - VETERANS SERVICE OFFICER

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
523100 L	IFE INS	TRANCE	(cont'd	1)					
03/22/1		ORAICE	(COIL C	ι,		2.16		PAYROLL CHARGES-	PRINCE
04/05/1						2.16		PAYROLL CHARGES-	
04/19/1						2.16		PAYROLL CHARGES-	
05/03/1						2.16		PAYROLL CHARGES-	
05/17/1						2.16		PAYROLL CHARGES-	
06/01/1						2.16		PAYROLL CHARGES-	
06/14/1						2.16		PAYROLL CHARGES-	
06/28/1						2.16		PAYROLL CHARGES-	
07/12/1)				2.16		PAYROLL CHARGES-	
08/09/1						2.16		PAYROLL CHARGES-	
08/23/1						2.16		PAYROLL CHARGES-	
09/07/1						2.16	•	PAYROLL CHARGES-	
09/20/1						2.16		PAYROLL CHARGES-	
10/05/1						2.16		PAYROLL CHARGES-	
TOTAL		INSURANCE			52.00	51.84	.00	PAIROLL CHARGES-	.16
IOIAL	DYED	INSURANCE			32.00	31.04	.00		.10
523200 D	ר זמייואים	INSURANCE			- 00	.00	0.0	BEGINNING BALANC	· E
10/04/1		INSURANCE			194.00	.00	.00	POSTED FROM BUDG	
10/20/1					134.00	7.52		PAYROLL CHARGES-	
11/02/1						7.52		PAYROLL CHARGES-	
11/16/1						7.52		PAYROLL CHARGES-	
12/01/1						7.52		PAYROLL CHARGES-	
12/14/1						7.52		PAYROLL CHARGES-	
12/28/1						7.97		PAYROLL CHARGES-	
01/11/1						7.97		PAYROLL CHARGES-	
02/08/1						7.97		PAYROLL CHARGES-	
02/03/1						7.97		PAYROLL CHARGES-	
03/08/1						7.97		PAYROLL CHARGES-	
03/03/1						7.97		PAYROLL CHARGES-	
04/05/1						7.97		PAYROLL CHARGES-	
04/19/1						7.97		PAYROLL CHARGES-	
05/03/1						7.97		PAYROLL CHARGES-	
05/03/1						7.97 7.97		PAYROLL CHARGES-	
06/01/1						7.97 7.97		PAYROLL CHARGES-	
06/01/1						7.97 7.97		PAYROLL CHARGES-	
06/14/1						7.97 [.]		PAYROLL CHARGES-	
07/12/1		١				7.97		PAYROLL CHARGES-	
08/09/1						7.97 7.97		PAYROLL CHARGES-	
08/09/1	0 22-11	L				1.31		FAIROUL CHARGES-	- LIVINGE

^{*} THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

TIME: 12:01:36

CLAY COUNTY BOCC FY 2019 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 7

AUDIT21

SELECTION CRITERIA: orgn.fund='001' and expledgr.key_orgn='1601' ACCOUNTING PERIODS: 1/18 THRU 13/18

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FUND - 001 - GENERAL FUND

DIVISION - 1601 - VETERANS SERVICE OFFICER

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
541100 T	ELEPHON	E/COMMUNICAT	TIONS (cont'd	D)					
08/03/1			324337		MOBILITY NA	53.84	.00	ATT CELL PHONES	
09/07/1	8 21-12		325225		MOBILITY NA	53.84	.00		
10/17/1	8 25-13	,	180281		108.00			FROM OFFICE SUPP	LIES
10/18/1	8 21-13	1	326584	904949 AT&T	MOBILITY NA	53.84	.00	WIRELESS CHARGES	
TOTAL	TELEF	PHONE/COMMUNI	CATIONS		708.00	638.97	.00		69.03
541200 P	೧ ೯ ۳⊅೧೯	AND FREIGHT			. 00	.00	00	BEGINNING BALANC	די
10/04/1		AND INDIGHT			700.00	.00	.00	POSTED FROM BUDG	
11/03/1			20180134		700.00	4.29		POSTAGE EXP OCT	
11/21/1			180039		-300.00	4.25		TO TELECOMMUNICA	
12/05/1			20180266		300.00	20.32		DIST POSTAGE EXP	
01/04/1			20180406			33.48		POSTAGE 12/1-12/	
01/16/1	8 19-4		20180459			9.21		POST EXP 1/1-11/	
02/07/1			20180584			1.41		DISTRIBUTE EXP 1	
02/21/1	8 19-5		20180644			2.35		DIST POSTAGE EXP	
03/07/1	8 19-6		20180708			12.84		POSTAGE EXP 2/16	
04/03/1	8 19-7		20180852			4.50		DIST POSTAGE 3/1	9-1/18
04/17/1	8 19-7		20180916			15.79		DIST POSTAGE EAC	H DEPT
05/01/1			20180976			9.78		DISTRIB POST 4/1	6-29/18
05/17/1			20181051			10.21		DIST POSTAGE 4/3	0-5-13/18
06/06/1			20181135			32.23		VET SVC	
06/20/1			20181186			4.70		VET SVC	
07/03/1			20181242			10.67		VET SVC	
07/18/1			20181307			6.58		VET SVC	
08/08/1			20181388			31.25		VET SVC	
08/24/1			20181472			19.47		VET SVC	
09/06/1			20181525			15.03		VET SVC	
09/21/1			20181590			5.17		VET SVC	
10/04/1			20181646			48.63		DIST POST EXP 9/	
TOTAL	POSTA	GE AND FREIG	HT		400.00	297.91	.00		102.09
543000 U	TILITY	SERVICES			.00	.00	.00	BEGINNING BALANC	E
10/04/1					.00			POSTED FROM BUDG	ET SYSTEM
TOTAL	UTILI	TY SERVICES			.00	.00	.00		. 00
546100 R	EPAIRS	AND MAINTENA	NCE		.00	.00	.00	BEGINNING BALANC	E

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TIME: 12:01:36

CLAY COUNTY BOCC FY 2019 EXPENDITURE AUDIT TRAIL PAGE NUMBER:

AUDIT21

9

SELECTION CRITERIA: orgn.fund='001' and expledgr.key_orgn='1601'

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FUND - 001 - GENERAL FUND

DIVISION - 1601 - VETERANS SERVICE OFFICER

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
548200 VE	TERANS	DAY EVENT	(cont'd)						
02/15/18			20180625			-50.00		HUNTER DOUGLAS/V	A VENDOR
02/23/18	19-5		20180655			-50.00		CAMP CHOW/VA	
02/23/18	19-5		20180655			-3,000.00		CAMP CHOW/VA	
02/23/18	19-5		20180655			-250.00		CAMP CHOW/VA	
03/02/18	19-6		20180702			-50.00		CHOW, VA, COPIES	RECORD
03/07/18			20180721			-50.00		VA DAY	
03/07/18			20180721			-50.00		VA DAY	
03/07/18			20180721			-3,000.00		VA DAY	
03/07/18			20180721			-300.00		VA DAY	
03/09/18			20180742			-2,000.00		CHOW, VA, RENT, I	REC FEE
03/12/18			20180750			-250.00		CAMP CHOW & VA	
03/12/18			20180750			-50.00		CAMP CHOW & VA	
03/15/18			20180766			-100.00		CAMP CHOW/VA	
03/15/18			20180766			-100.00		CAMP CHOW/VA	
		20182085-01			TRUGREEN			INSECT AND LAWN	
03/15/18		20182086-01			SPEEDPRO IMAGING			RETRACTABLE BANNI	
03/21/18		20182138-01		904732	CLAY TODAY/CLAY		270.00	ADVERTISEMENT FOR	
03/23/18			20180808			-100.00		CHOW, VA, & RETI	
03/23/18		20182184-01		906267	FL TIMES UNION M		1,180.00	ADVERTISEMENT ON	
03/26/18			20180809			-50.00		CHOW, VA, RENTALS	
03/26/18			20180809			-250.00		CHOW, VA, RENTALS	
03/27/18			20180821			-500.00		CHOW, VA, RENT, CC	
		20182221-01			GOLF CAR SERVICE			4 GOLF CARTS FOR	
		20182222-01			EVANS MEDIA SOUR			ENTERTAINMENT AND	
		20182223-01			SPACE WALK OF JA			KIDS ZONE ITEMS	
03/28/18		20182224-01			GEORGE L ASPINAL			PERFORMANCE DURIN	
03/29/18		20182237-01			SPEEDPRO IMAGING			BANNERS & SIGNS A ADVERTISEMENT FOR	
		20182258-01 20182085-01			BRADFORD COUNTY	75 00		INSECT AND LAWN	
		20182085-01			TRUGREEN TRUGREEN	75.00 175.00		INSECT AND LAWN	
		20182086-01			TRUGREEN SPEEDPRO IMAGING	465.57		RETRACTABLE BANNI	
		20182138-01			CLAY TODAY/CLAY	270.00		ADVERTISEMENT FOR	
		20182221-01			GOLF CAR SERVICE	200.00		4 GOLF CARTS FOR	
		20182222-01			EVANS MEDIA SOUR	3,500.00		ENTERTAINMENT AND	
		20182222-01			SPACE WALK OF JA	1,065.00		KIDS ZONE ITEMS I	
04/03/18		20182223-01			GEORGE L ASPINAL	600.00		PERFORMANCE DURIS	
04/04/18		20102224-01	20180856	500275	GEORGE E ASPINAL	-100.00	-000.00	RENTALS/VA	1110 211
04/04/18			20180856			-500.00		RENTALS/VA	
		20182282-01		905850	THE MORGAN COMPA	300.00	1,420.20	EVENT TOTE BAGS	(1000) FO

^{*} THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

TIME: 12:01:36

CLAY COUNTY BOCC FY 2019 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 11

AUDIT21

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FUND - 001 - GENERAL FUND

DIVISION - 1601 - VETERANS SERVICE OFFICER

ACCOUNT DATE	T/C ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION CUMULATIVE BALANCE
	HER CURRENT CHARGE		.)				
	21-9 20182569-01		905029 CARROT-T		395.68		8 X 12" US FLAGS FOR CEME
TOTAL	OTHER CURRENT CHA	ARGES		1,700.00	1,364.00	.00	336.00
549300 TR	AINING & CERTIFICA	TION		.00	.00	.00	BEGINNING BALANCE
10/04/17	11-1			400.00	, , ,		POSTED FROM BUDGET SYSTEM
12/05/17		317796	906149 DISABLED	AMERICA	70.00	.00	SEMINAR
06/01/18		322353	160000 CLAY CO		50.00	.00	INDIVIDUAL TICKET
06/01/18		322353	160000 CLAY CO		50.00		INDIVIDUAL TICKET
06/06/18		322671	906127 KIMBERLE		160.00		TRAVEL EXPENSE
TOTAL	TRAINING & CERTIE	ICATION		400.00	330.00	.00	70.00
551000 OF	FICE SUPPLIES			.00	_ 00	0.0	BEGINNING BALANCE
10/04/17	11-1			500.00			POSTED FROM BUDGET SYSTEM
11/21/17	25-2	180039		-200.00			TO TELECOMMUNICATIONS
01/08/18	21-4	318620	605979B OFFICE	DEPOT BUS	80.70	.00	OFFICE SUPPLIES
01/08/18		318620	605979B OFFICE	DEPOT BUS	5.46	.00	OFFICE SUPPLIES
03/02/18		319950	605979B OFFICE		99.61		OFFICE SUPPLIES
05/16/18		322070	605979B OFFICE		76.57	.00	PAPER, TAPE ETC
07/05/18		180160		300.00			FROM PRINTING & BINDING
07/06/18		323334	605979B OFFICE		76.97		OFFICE SUPPLIES
10/17/18		180281		-108.00			TO TELECOMMUNICATIONS
TOTAL	OFFICE SUPPLIES			492.00	339.31	.00	152.69
552000 OP	PERATING SUPPLIES			.00	.00	.00	BEGINNING BALANCE
10/04/17	11-1			900.00			POSTED FROM BUDGET SYSTEM
11/17/17	17-2 20180846-02	!	906142 LYNCH PR			205.00	TABLECLOTH FOR VETERAN SE
11/21/17			906142 LYNCH PR		217.58		TABLECLOTH FOR VETERAN SE
12/28/17		318036	00901641 WINNIN		9.00		NAME BADGES
	3 17-6 20182146-01		902991 LOGO X P				TWO CORNERSTONE POLO SHIR
04/10/18		321181	159500 CLAY COU		81.85		TITLE & TAG TRANSFER
06/01/18		322449	659015 PRIDE EN		29.00		BUSINESS CARDS
07/03/18		323216	00901641 WINNIN		67.14		PURCHASING STAMP
	21-10 20182146-01		902991 LOGO X P		60.96		TWO CORNERSTONE POLO SHIR
08/17/18 TOTAL	OPERATING SUPPLIE	324739	659015 PRIDE EN		29.00	.00	CLAY CO BUSINESS CARD 405.47
TOTAL	OPERALING SUPPLIE	13		900.00	494.53	.00	405.47

^{*} THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

Estimated Budget for 3nd Annual Veterans Appreciation	Day Events	
estimated Budget for 3nd Annual Veterans Appreciation	Day Event:	
Revenue:		Total
County Promotional Budget	5,000.00	
County Budget plus reserves	16,068.00	
Sponsorship Funds	5,055.00	
Committed sponsor/donations (not received)	8,000.00	
TOTAL REVENUES		34,123.00
Expenses (estimates)		
Rental Fee	4,500.00	
Kid Zone	3,500.00	and the second s
Entertainment	4,500.00	
Marketing & Advertisment	5,000.00	
Portable Toilets	6,000.00	· · · · · · · · · · · · · · · · · · ·
Parade of Flags	150.00	
Sight and Sound (tents & sound system)	6,500.00	**************************************
Signage/Printed material (estimate)	1,000.00	
Golf Carts	250.00	
Dumpster	300.00	
Security	500.00	
		32,200.00
Current Net Income/Loss:		
Revenues	34,123.00	
Expenses	32,200.00	
Adjusted Account Balance	1,923.00	

Advertising/Marketing Plan:

Florida Times-Union

Clay Today

Bradford Telegraph

Starke Journal

Palatka Daily News

Neighbor to Neighbor

Action News Jax

First Coast News

WOKV Radio

WAY Radio in Green Cove Springs

Officials from the Cecil Field POW/MIA Memorial

Jaxairnews

Mayport

The Public Affairs officer at NAS Jacksonville

The Public Affairs officer at Camp Blanding and the Florida National Guard

Vietnam Veterans of America Florida State Council

Patriot Reader (based in St. Johns County)

Vets4Vets (based in Duval County)

VVA Florida State Council

St. Johns Veterans Council

Surrounding VSO offices (Baker, Bradford, Dual, Nassau, Putnam, St. Johns)

Surrounding Counties Local Paper (Baker, Bradford, Dual, Nassau, Putnam, St. Johns)

Social Media Outlets

Local Events

Local Meetings

Local Partners

From: <u>Kimberly Morgan</u>
To: <u>Samantha Radomski</u>

Subject: FW: Clay County, FL: 2018/19 TDC Grant Application

Date: Monday, May 20, 2019 8:54:14 AM

Ham Jam 2019 Application I re-entered for compliance purposes.

Kimberly Morgan

Director of Tourism & Film Development

Clay County Board of County Commissioners

P.O. Box 1366

477 Houston Street

Green Cove Springs, Florida 32043

Phone: 904-278-3734 Cell: 904-295-5802 www.exploreclay.com

kimberly.morgan@claycountygov.com

From: webform@claycountygov.com [mailto:webform@claycountygov.com]

Sent: Friday, May 17, 2019 4:44 PM

To: Kimberly Morgan < Kimberly. Morgan@claycountygov.com>

Subject: Clay County, FL: 2018/19 TDC Grant Application

A new entry to a form/survey has been submitted.

Form Name: 2018/19 Clay County TDC Grant Application

Date & Time: 05/17/2019 4:44 PM

Response #: 19 **Submitter ID:** 20178

IP address: 12.199.59.138 **Time to complete:** 39 min. , 58 sec.

Survey Details

Page 1

Clay County Tourist Development Council Grant Application 2018/19

(October 1, 2018 through September 30, 2019)

1. General Organization Information

Name of Organization Frist Coast Ham Jam

Event Name Ham Jam

Address 739 Duart Drive
City Orange Park
State Florida
Postal Code 32073

Phone (904) 276-4746 **Website** firstcoasthamjam.com

Contact NameRonnie MunseyContact Email Addressmunsey69@att.netContact Phone(904) 838-5530Contact Cell Phone(904) 838-5530

2. Requesting Organization's Net Reported Assets in 2017

Upload Document

3. Event Information

Event Name First Coast Ham Jam

 Date(s) of Event
 10/17/19

 Time(s) of Event
 10:00 am

Location of Event County Fairgrounds

Website www.firstcoasthamjam.com

Projected Number of Event 25000

Attendees

Local (Clay County) 16000

Attendees

Out-of-Town Attendees 9000 Projected Number of 100

Vendors

Projected Number of Hotel 300

Room Nights

TDC Event Marketing Grant Request

\$15.000

What method was used to determine your projected numbers for this event?

Historical data of previous Ham Jam events.

4. Event History

Date of Past Event 11/07/2007 Location of Past Event Reynolds Park

Number of Attendees 2000 Number of Vendors 90

Estimated Economic Impact \$2,500,000 How did you estimate the economic impact?

Clay County Chamber of Commerce **Hotel Room Nights** 300

Generated by this Event How many years has the 20

event existed?

What method was used to capture the number of attendees?

Ticket sales

What method was used to capture the number of vendors?

Applications and rental fees from each vendor

What method was used to capture the number of hotel room nights?

In 2007, we didn't have the method of tracking hotels rooms, the hotels corresponded with Ham Jam verbally. However, promotional codes are available now and that is what we will be using to track rooms.

Of the number of 8850 attendees, how many were day visitors (tourists/visitors from outside of Clay County, but

not staying overnight in

hotels)?

5. 2018/19 Event Information

Share 3 Event Objectives (Must be SMART- Specific, Measurable, Achievable, Realistic/Relevant, Timebound)

submitted seperately

Not acceptable: To create goodwill within our community. OR To boost local awareness of our organization.

Acceptable: Create an event experience that will generate 100 room nights, a 30% increase over last year, by using a digital marketing campaign that will run 1 month prior to our event and will target southeast Georgia, Orlando and Tampa.

6. 2018/19 Event Funding

Event Budget (both HamJam 2019.pdf

revenue and expenditures)

Sponsorship HamJam 2019.pdf

Plan/Commitments

What alternative source of funding will you seek if your request is not eligible for funding? sponsorships

7. 2018/19 Event Marketing Plan

Include size/length of HamJam 2019.pdf advertisement, distribution channel(s) used, when advertisement will appear, targeted audiences, etc.

Visitor Survey

Thank you,

Clay County, FL

Event Marketing Plan

Advertising

Television

Chnnel 4 50-15 sec spots Channel 12 50-15 sec spots

Radio

WQIK 200-30 sec spots WSOS 200-30 sec spots WYKB 200-30 sec spots

Written Advertisement

Billboards 6 total @ 20'x30'

Flyers 3000 total @ 8 1/2" x 11" Posters 100 Total @ 30" x 20"

Projected Revenue:

Sponsorship	\$ 50,000.00
Vendors	\$ 15,000.00
Ticket Sales	\$ 500,000.00
Bev Sales	\$ 25,000.00
	\$ 585,000.00

Projected Expenses:

ıter		

Easton Corbin	\$ 40,000.00
Mark Chestnut	\$ 20,000.00
Brett Meyers	\$ 7,500.00
Entertainer Exp	\$ 5,000.00
Lights, Sound & Stage	\$ 15,000.00
Security	\$ 35,000.00
Boy Scouts (Parking, Trash)	\$ 5,000.00
Advertisement:	\$ 25,000.00
Radio	\$ 15,000.00
Television	\$ 3,000.00
Billboards	\$ 5,000.00
Adv. Admin. Supplies	\$ 2,000.00
Catering	\$ 7,500.00
C.O.G.S. (Beverages)	\$ 5,000.00
C.O.G.S. (other)	\$ 1,500.00
Lease	\$ 5,500.00
Utilities	\$ 4,500.00
Insurance	\$ 3,000.00
Misc Supplies	\$ 1,000.00
	\$ 205,500.00

Sponsorship Commitments

First Coast Ham Jam

Sponsorship Sample package

Ham Jam Sponsorship Target List

Fields Cadillac Clay Electric

Hanaina Auto Group North Florida Well Drilling

Rick Baker R/V Orange Park Florist

Quality Mobile Homes Orange Park Furniture

Metro PCS Vallancourt Const.

Champion Brands Prestige Builders

ST Vincents Carlton Const.

OP Medical Center Vystar Credit Union

WQIK Radio Farm Credit

Coca Cola Kileys Tire

Ronnies Wings Clay county Tire

Reynolds Park Miller Electric

Go Minis Pats Nursery

Sam's Club Community First Bank

Clay County Transmission W W Gay

Holiday Inn Sun Pass Florida

Simply Architectural Custom Graphics

Winn Dixie John Deer

Unicorn Web Outhouse Portables

Budweiser AA propane

State Farm Ins. Thrasher Horn Center

Safe Touch Security Partridge Well Drilling

Southern Enclosers Burkhardt Sales

United Health Zachs Mowers

DuVal Fields CPA Group, PA 428 Walnut Street Green Cove Springs, FL 32043 (904) 269-1069 info@duvalfields.com

March 15, 2019

HAM JAM CHARITIES, INC. 739 DUART DRIVE ORANGE PARK, FL 32073

Dear Client,

Enclosed is the 2017 U.S. Form 990-N, Electronic Notice for Tax-Exempt Organization not Required to File Form 990 or 990-EZ, for HAM JAM CHARITIES, INC. for the tax year ending October 31, 2018.

Your 2017 U.S. Form 990-N, Electronic Notice for Tax-Exempt Organization not Required to File Form 990 or 990-EZ, return will be electronically filed.

We very much appreciate the opportunity to serve you. If you have any questions regarding this return, please do not hesitate to call.

Sincerely,

Stephen J. DuVal, CPA, MBA, CVA, CBM

Form 990-N

Electronic Notice (e-Postcard) for Tax-Exempt Organization Not Required to File Form 990 or 990-EZ

2017

For Electronic Filing Only DO NOT MAIL -- e-POSTCARD WILL BE SENT FOR YOU

Small tax-exempt organization with gross receipts of \$50,000 or less is required to use this form per enactment of the Pension Protection Act of 2006 (PPA)

For calendar year 2017, or tax year

beginning	Nov 1	, 2017, ending	Oct 31	, 2018
-----------	-------	----------------	--------	--------

	t I – Identifying Information
	ne of Organization HAM JAM CHARITIES, INC.
	ress
	om/Suite
-	ORANGE PARK
	e <u>FL</u>
111	Code
Emi	ployer Identification Number 54-2080372
-	
ar	t II – Required Information
A	Check this box to verify that organization's annual receipts are normally \$50,000 or less Note: Not eligible to file Form 990-N if gross receipts are more than \$50,000
	Note: Not eligible to the Form 990-N il gross receipts are more than \$50,000
В	Other Names Organization is Doing Business As
_	Office Harriso Organization to Daily Decimoto No
С	Website:
	Delegated Officer of the Organization DONNIE MUNCHY
D	Principal Officer of the Organization RONNIE MUNSEY Person X Business
	Address 739 DUART DRIVE
	City ORANGE PARK State . FL ZIP Code 32073
	Foreign Country
E	
E	Check this box if organization is going out of business
E	
E	Check this box if organization is going out of business
E	Check this box if organization is going out of business Form 990-N, also known as the e-Postcard, must be filed
E	Check this box if organization is going out of business Form 990-N, also known as the e-Postcard, must be filed electronically with the Internal Revenue Service. There will be no



Ham Jam FLORIDA'S OFFICIAL BBQ COOKING CONTEST



Ham Jam Charities Inc. 739 Duart Dr. Orange Park FL, 32073

We are proud to announce that the First Coast Ham Jam Festival will be at our new home in beautiful Green Cove Springs, at the Clay county Fair Grounds on October 17^{th,} 18^{th,} 19^{th,} and 20^{th,} 2019. We thank Kimberly Morgan and The Board of County Commissioners for making it happen.

We are also proud to announce that the cooking contest rules will still apply with some modifications. This year we are offering four categories, pork shoulder or Boston Butt, {either or}, Pork, Ribs, Brisket and Chicken. Cook teams must enter all four categories to be eligible for the grand championship. We are expecting teams from all over the southeast to compete for trophies and prize money in Florida's Official BBQ Cooking contest.

This year we will triple the vendors and exhibits, and Ham Jam coordinators are working to make this the best event ever.

With over 40,000 expected to attend this year it will be overwhelming.

As always, all charities and non-profit organizations are welcome to come in and participate at no charge.

What an excellent marketing opportunity for sponsors.

- 1 Making a presence in the community.
- 2 Region wide product exposure.
- 3 Multi-audience focus.
- 4 Name association with a well established family event.
- 5 Unlimited promotional opportunities.
- 6 Customer relation's opportunities.
- 7 Continuous expansion and improvement.

Visit our web Site at first coast ham jam . com

We look forward to seeing you at the 2019 First Coast Ham Jam.





FLORIDA'S OFFICIAL BBQ COOKING CONTEST

To: Hanania Auto Group From: Ronnie Munsey

Subject: Sponsor and advertising Package's for The First Coast Ham Jam

Festival.

October 17th, 18th, 19th, and 20th, 2019.

As A Sponsor of The First Coast Ham Jam Festival your company will receive the following.

- Exclusivity for 2020.
- ♦ First right of refusal for 2020.
- ♦ 1 03'x 25' Banner above the stage.
- Banner Rights and live PA announcements on site throughout the events.
- ♦ MENTIONS IN All Advertising on radio stations WQIK 99.1, and WYKB FM Jax Country 105.3 three weeks prior to the event.
- ♦ Logo on Six Billboards throughout Duval, Clay, and St John's Counties.
- · Headlining on The Sponsor Board.
- ♦ Headlining in all newspaper print.
- ♦ 20 General Admission Tickets ALL FOUR DAYS
- 4 'Meet & Greet' passes for each concert.
- · On site display.
- 10 Parking Passes for each day.
- Admission for 10 guest to the VIP party friday October 18th, Dinner and cocktails included.

25,000.00

Approved by:	
Ham Jam Coordinator:	



Ham Jam FLORIDA'S OFFICIAL BBQ COOKING CONTEST



Ham Jam's, Twenty First Anniversary

To: Our Valued Sponsor From: Ronnie Munsey

Subject: Sponsorship and Advertising Package for the Twenty First annual First Coast Ham Jam Festival, October 17th, 18th, 19th, and 20th

2019.

As a sponsor your company will receive the following:

 Banner Rights and live PA announcements on site throughout the event. (4 days) (Sponsor provides banner)

◆ 2 Two VIP Invitations Includes, two cocktails per person and Dinner with VIP seating for the concert Friday October 18th entertainment TBA.

> Total Value: \$1,500.00 Total Investment: \$500.00

Approved by: _____ Ham Jam Coordinator: _____





FLORIDA'S OFFICIAL BBQ COOKING CONTEST

HAM JAM'S TWENTY FIRST ANNIVERSARY

To: OUR VALUED SPONSOR

FROM: TRESA CALFEE

SUBJECT: SPONSORSHIP AND ADVERTISING PACKAGE FOR THE FIRST COAST HAM JAM FESTIVAL OCTOBER 17TH, 18TH, 19TH, AND 20TH, 2019

AS A SPONSOR YOUR COMPANY WILL RECEIVE THE FOLLOWING

- BANNER RIGHTS AND LIVE PA ANNOUNCEMENTS THROUGH OUT THE FOUR DAY FESTIVAL SPONSOR PROVIDES BANNER
- TWO VIP INVITATIONS INCLUDES, TWO COCKTAILS PER PERSON AND DINNER, WITH VIP SEATING FOR THE CONCERT FRIDAY OCTOBER 18TH, ENTERTAINMENT TBA.
- FOUR GENERAL ADMISSION TICKETS INCLUDES RIDES AND CONCERT.
- TWO VIP PARKING PASSES

TOTAL VALUE: \$2000.00

TOTAL INVESTMENT \$1000.00





FLORIDA'S OFFICIAL BBQ COOKING CONTEST

To: Our valued sponsor From: Ronnie Munsey

Subject: sponsorship and advertising package for the Twenty First annual First Coast Ham Jam October 17th, 18th, 19th, and 20th, 2019.

As a Sponsor of the First Coast Ham Jam Festival your company will receive the following:

- Banner Rights and live PA announcements on site throughout the 4 day event. (Sponsor provides banners)
- * Inclusion on sponsor board
- ♦ Two VIP Invitations includes, two cocktails per person and dinner with VIP seating for the concert Friday October 18th entertainment TBA.
- Four General Admission Tickets.
- On site display (booth).

Total Value: \$3,500.00 Total Investment: \$2,000.00

Approved by: ______

Ham Jam Coordinator: _____





FLORIDA'S OFFICIAL BBQ COOKING CONTEST

To: Our Valued Sponsor From: Ronnie Munsey

Subject: Sponsorship and Advertising Package for the Twenty First Annual First Coast Ham Jam Festival: October 17th, 18th, 19th, and 20th,

2019.

As a sponsor of The First Coast Ham Jam Festival your company will receive the following:

- Banner Rights and live PA announcements on site throughout the event.
 (Sponsor provides banners)
- ♦ Mentions on Radio stations WQIK, and WYKB FM.
- · Inclusion on The Sponsor Board.
- Inclusion in all newspaper print. Includes Logo
- ♦ 4 General Admission Tickets with VIP seating for the concert Friday October 18th Entertainment TBA

\$6,000.00

• On site display (booth).

Total Value:

- 2 VIP Parking Passes
- Admission for 4 guest at the VIP party Friday October 18th,

Total Investment	\$2,500.00
Approved by:	
Ham Jam Coordinator:	





FLORIDA'S OFFICIAL BBQ COOKING CONTEST

To: Our valued sponsor From: Ronnie Munsey

Subject: Sponsorship and Advertising Package for the Twenty-first Annual First Coast Ham Jam Festival October 17th, 18th, 19th, and 20th, 2019.

As a sponsor of The First Coast Ham Jam Festival your company will receive the following.

- ♦ Exclusivity for 2019
- Banner Rights and live PA announcements on site throughout the event
- ♦ Mentions on radio stations WQIK 99.1, WYKB FM JAX Country 105.3 two weeks prior.
- Inclusion on the Sponsor Board.
- ♦ Inclusion in all newspaper print. Includes logo
- 10 General Admission Tickets. Friday and Saturday Oct.18th, and 19th,
- On site display (booth).
- ♦ Two 'meet & Greet passes each day entertainers TBA.
- 4 VIP parking passes.

Total Value:

Admission for 4 guests at the VIP party Friday October 18th, 2019.

\$20,000.00

Total Investment	\$5,000.00
Approved by:	
Ham Jam Coordinator:	



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee DATE: 5/17/2019

FROM: Courtney K. Grimm

SUBJECT:

Approval of the Interlocal Agreement for Reimbursement of Property Appraiser (Stormwater Maintenance MSBU). The purpose of this Agreement is for the County and the Property Appraiser to establish and agree upon the undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Property Appraiser for all necessary administrative costs incurred by the Property Appraiser in such activity as provided in said statute. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M) (C. Grimm)

AGENDA ITEM TYPE:

<u>Is Funding Required (Yes/No):</u> <u>If Yes, Was the item budgeted (Yes\No\N/A):</u>

es Yes

Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M)

Sole Source (Yes\No): Advanced Payment (Yes\No):

No No

ATTACHMENTS:

Description

Property Appraiser Agt Stormwater MSBU 2019 Public

REVIEWERS:

Department Reviewer Action Date Comments

County Attorney Grimm, Courtney K. Approved 5/17/2019 - 4:19 PM

County Manager Slaybaugh, Jaclyn Approved 5/17/2019 - 4:23 PM

INTERLOCAL AGREEMENT FOR REIMBURSEMENT OF PROPERTY APPRAISER (STORMWATER MAINTENANCE MSBU)

This Interlocal Agreement	for Reimbursement of Property Appraiser (the "Agreement")
is made and entered into as of	, 2019, by Clay County, a political
subdivision of the State of Florida (the "County"), and Roger A. Suggs, in his official capacity as
Property Appraiser of Clay County,	Florida (the "Property Appraiser").

Now therefore, in consideration of the mutual promises, covenants, representations, and agreements contained herein, together with the ten dollars (\$10.00) and other good and valuable consideration exchanged between the parties, the parties to this Agreement do undertake, promise and agree for themselves, and their successors as follows:

ARTICLE I

- <u>Section 1.01</u>. <u>Findings, Recitals and Acknowledgments</u>. It is hereby ascertained, determined and declared by the County that:
- (a) the County is authorized to impose non-ad valorem assessments and by appropriate resolution has expressed its intent to use the uniform method of levy, collection and enforcement of non-ad valorem assessments as provided in Section 197.3632, Florida Statutes, under which assessments are included on an assessment roll and certified, in a compatible electronic medium tied to the property identification number, by the County to the Tax Collector for merging with the ad valorem tax roll, for collection by utilizing the tax notice provisions described in Section 197.3635, Florida Statutes, and for sale of tax certificates and tax deeds under the non-payment provisions of the ad valorem tax laws (the "Uniform Method");
- (b) the Uniform Method, with its enforcement provisions including the use of tax sale certificates and tax deeds to collect delinquent annual payments, is less expensive and more equitable to the delinquent landowner than the traditional lien and foreclosure methodology;
- (c) the Uniform Method will provide for more efficient collection by virtue of the assessment being on the tax notice issued by the Tax Collector and will produce positive economic benefits to the affected landowners and the County;
 - (d) the Uniform Method will promote local government accountability;
- (e) this Agreement is intended to conform with the requirements of Section 197.3632, Florida Statutes, that the County and the Property Appraiser enter into a written agreement providing for reimbursement of necessary administrative and actual costs incurred as a result of the use of the Uniform Method, such administrative and actual costs including, but not being limited to those costs associated with personnel, forms, supplies, data processing, computer equipment and programming;

- (f) the duties of the Property Appraiser under Section 197.3632, Florida Statutes, are ministerial; and,
- (g) this Agreement is entered into in order to allow for the use of the Uniform Method relative to non-ad valorem assessments to be imposed and levied by the County for stormwater maintenance within the unincorporated area of Clay County, said area being more particularly described in Resolution No. 18/19-20 adopted by the Board of County Commissioners of the County on December 11, 2018.
- <u>Section 1.02</u>. <u>Incorporation</u>. The findings, recitals and acknowledgments contained herein are true, correct and incorporated into this Agreement.

ARTICLE II

Section 2.01. Purpose. The purpose of this Agreement is for the County and the Property Appraiser to establish and agree upon the undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Property Appraiser for all necessary administrative costs incurred by the Property Appraiser in such activity as provided in said statute.

ARTICLE III

Section 3.01. Compliance With Laws and Regulations. The parties shall abide by all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments, and any ordinance promulgated by the County, not inconsistent with, nor contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, as amended, and any applicable rules, including Rule 12D-18, Florida Administrative Code, duly promulgated by the Florida Department of Revenue.

ARTICLE IV

Section 4.01. Duties and Responsibilities of the County. The County shall:

- (a) be solely responsible for imposing and levying valid non-ad valorem assessments;
- (b) reimburse the Property Appraiser for the necessary administrative costs incurred by the Property Appraiser in performing his duties under this Agreement. Said costs are more particularly provided for in Rule 12D-18.004(2), Florida Administrative Code, and Section 197.3632, Florida Statutes.
- (c) to the extent not prohibited by law, hold the Property Appraiser harmless from any liability he may incur arising out of any court action brought against him by any third party challenging the validity of the non-ad valorem assessments levied by the County, including but not limited to attorneys fees and costs incurred by the Property Appraiser in the defense thereof;

provided, the Property Appraiser must first notify the County Attorney promptly upon receipt of a summons and complaint or any other process served on him in said action, simultaneously providing a copy thereof to the County Attorney, and the County reserves the right to provide competent counsel at its expense to represent the Property Appraiser in such action, and to directly pay all reasonable costs and expenses associated therewith. If the County exercises such right and performs in accordance therewith, the Property Appraiser may nevertheless retain his own counsel to represent him in the action, but all expenses associated therewith, including fees and costs, shall be borne solely by him, and the hold harmless provisions hereof for any liability and for such fees and costs shall not apply. Moreover, the hold harmless provisions hereof shall not apply in the event either (1) the Property Appraiser does not reasonably cooperate with and assist the County in defending the suit challenging the validity of the assessment, or (2) the Property Appraiser brings an action directly against the County pertaining to the assessment.

- (d) make all reimbursement or payment to the Property Appraiser hereunder in accordance with the Florida Prompt Payment Act, Chapter 278, Part VII, Florida Statutes, or its successor in function.
- (e) designate and authorize a person, other than the Property Appraiser, to receive and process any request for changes, modifications or corrections to the subject non-ad valorem assessment roll, and if necessary, file with the Property Appraiser an appropriate certificate of correction.

<u>Section 4.02.</u> <u>Duties and Responsibilities of the Property Appraiser.</u> The Property Appraiser shall:

- (a) annually by June 1 provide to the County at least the following information by compatible electronic medium: (1) the legal description of the property affected by the levy, (2) the names and addresses of the owners of such property, (3) the property identification number of each parcel in a manner that conforms to the format of the ad valorem tax roll submitted to the Department of Revenue.
- (b) although the Property Appraiser is not required by law to submit information other than items (1), (2), and (3) in paragraph (a) of this Section, furnish to the County other information as is found on the ad valorem roll submitted to the Department of Revenue as requested by the County 60 days prior to each June 1; and,
- (c) provide to the County a written itemized statement of any necessary administrative costs incurred by the Property Appraiser for which reimbursement is sought, and allow the County to audit back up material supporting the same; provided, the Property Appraiser in his discretion may elect not to seek reimbursement for any of the duties provided herein.

ARTICLE V

Section 5.01. Term. The term of this Agreement shall commence upon the date first above written and shall run through the end of the collection period for the non-ad valorem assessments levied for the upcoming fiscal year. This Agreement shall be automatically renewed thereafter, for successive one year periods, to run through the end of each collection period for assessments imposed in subsequent years. However, the County shall inform the Property Appraiser and the Tax Collector and the Florida Department of Revenue by January 10 in any calendar year the County intends to discontinue using the Uniform Method of collecting the non-ad valorem assessments referred to in this Agreement. Either the County or the Property Appraiser may terminate this Agreement upon thirty days' written notice to the other.

ARTICLE VI

Section 6.01. Compensation and Reimbursement. In consideration of the performance of the various duties and tasks of the Property Appraiser provided under Section 4.02 hereof, the Property Appraiser shall be entitled to compensation for administrative costs for which an itemized statement is submitted as provided under Section 4.02(c) hereof.

IN WITNESS WHEREOF, the County and the Property Appraiser have executed and delivered this Agreement as the date first above written.

	County:
	Clay County, a political subdivision of the State of Florida
	By: Mike Cella, Its Chairman
Attest:	
Lorin L. Mock Acting County Manager and Clerk of the Board of County Commissioners	

Property Appraiser:
Roger A. Suggs in his official capacity as
Property Appraiser of Clay County, Florida

Ordinances/stormwater msbu/2018-creation/propertyappraiser agt



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee DATE: 5/17/2019

FROM: Courtney K. Grimm

SUBJECT:

Approval of the Interlocal Agreement for Reimbursement of Tax Collector (Stormwater Maintenance MSBU). The purpose of this Agreement is for the County and the Tax Collector to establish and agree upon the undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Tax Collector for all necessary administrative and collection costs incurred by the Tax Collector in such activity as provided in said statute. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M) (C. Grimm)

AGENDA ITEM TYPE:

<u>Is Funding Required (Yes/No):</u> <u>If Yes, Was the item budgeted (Yes/No/N/A):</u>

es Yes

Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M)

Sole Source (Yes\No): Advanced Payment (Yes\No):

No No

ATTACHMENTS:

Description

Interlocal Agreement for Reimbursement of Tax Collector Public

REVIEWERS:

Department Reviewer Action Date Comments

County Attorney Grimm, Courtney K. Approved 5/17/2019 - 4:20 PM

County Manager Slaybaugh, Jaclyn Approved 5/17/2019 - 4:23 PM

INTERLOCAL AGREEMENT FOR REIMBURSEMENT OF TAX COLLECTOR (STORMWATER MAINTENANCE MSBU)

This Interlocal Agreement for Reim	bursement of Tax Collector (the "Agreement") is
made and entered into as of	, 2019, by and between Clay County, a political
subdivision of the State of Florida (the "Cou	nty"), and Jimmy Weeks, in his official capacity as
Tax Collector of Clay County, Florida (the "7	Tax Collector").

Now therefore, in consideration of the mutual promises, covenants, representations, and agreements contained herein, together with the sum of ten dollars (\$10.00) and other good and valuable consideration exchanged between the parties, the parties to this Agreement do undertake, promise and agree for themselves, and their successors as follows:

ARTICLE I

- <u>Section 1.01</u>. <u>Findings, Recitals, and Acknowledgments</u>. It is hereby ascertained, determined and declared by the parties that:
- (a) the County is authorized to impose non-ad valorem assessments and by appropriate resolution has expressed its intent to use the uniform method of levy, collection and enforcement of non-ad valorem assessments as provided in Section 197.3632, Florida Statutes, under which assessments are included on an assessment roll and certified, in a compatible electronic medium tied to the property identification number, by the County to the Tax Collector for merging with the ad valorem tax roll, for collection by utilizing the tax notice provisions described in Section 197.3635, Florida Statutes, and for sale of tax certificates and tax deeds under the non-payment provisions of the ad valorem tax laws (the "Uniform Method");
- (b) the Uniform Method, with its enforcement provisions including the use of tax sale certificates and tax deeds to collect delinquent annual payments, is less expensive and more equitable to the delinquent landowner than the traditional lien and foreclosure methodology;
- (c) the Uniform Method will provide for more efficient collection by virtue of the assessment being on the tax notice issued by the Tax Collector and will produce positive economic benefits to the affected landowners and the County;
 - (d) the Uniform Method will promote local government accountability;
- (e) this Agreement is intended to conform with the requirements of Section 197.3632, Florida Statutes, that the County and the Tax Collector enter into a written agreement providing for reimbursement of necessary administrative and actual costs incurred as a result of the use of the Uniform Method, such administrative and actual costs including, but not being limited to those costs associated with personnel, forms, supplies, data processing, computer equipment and programming;

- (f) the duties of the Tax Collector under Section 197.3632, Florida Statutes, are ministerial;
- (g) this Agreement is entered into in order to allow for the use of the Uniform Method relative to non-ad valorem assessments to be imposed and levied by the County for stormwater maintenance within the unincorporated area of Clay County, said area being more particularly described in Resolution No. 18/19-20 adopted by the Board of County Commissioners of the County on December 11, 2018; and
- (h) Section 197.3632(7), Florida Statutes, provides that the County shall bear all costs associated with any separate notice mailed thereunder in the event the Tax Collector is unable to merge a non-ad valorem assessment roll with the ad valorem tax roll to produce a combined notice under Section 197.3635, Florida Statutes.
- <u>Section 1.02</u>. <u>Incorporation</u>. The findings, recitals and acknowledgments contained herein are true, correct and incorporated into this Agreement.

ARTICLE II

Section 2.01. Purpose. The purpose of this Agreement is for the County and the Tax Collector to establish and agree upon the undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Tax Collector for all necessary administrative and collection costs incurred by the Tax Collector in such activity as provided in said statute.

ARTICLE III

Section 3.01. Compliance With Laws and Regulations. The parties shall abide by all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments, and any ordinance promulgated by the County, not inconsistent with, nor contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, as amended, and any applicable rules, including Rule 12D-18, Florida Administrative Code, duly promulgated by the Florida Department of Revenue.

ARTICLE IV

<u>Section 4.01</u>. <u>Duties and Responsibilities of the County</u>. The County shall:

- (a) be solely responsible for imposing and levying valid non-ad valorem assessments;
- (b) cooperate with the Tax Collector to implement the Uniform Method of notice, levy, collection and enforcement of the subject non-ad valorem assessment roll, pursuant to, and consistent with, all the provisions of Chapter 197 and, specifically, Sections 197.3632 and 197.3635, Florida Statutes, as amended;

- (c) reimburse the Tax Collector for the necessary administrative costs incurred by the Tax Collector in performing the duties under this Agreement. Said costs include those provided for in Rule 12D-18.004(2), Florida Administrative Code, and in Section 197.3632(8)(c), Florida Statutes.
- to the extent not prohibited by law, hold the Tax Collector harmless from any (d) liability he may incur arising out of any court action brought against him by any third party challenging the validity of the non-ad valorem assessments levied by the County, including but not limited to attorneys fees and costs incurred by the Tax Collector in the defense thereof; provided, the Tax Collector must first notify the County Attorney promptly upon receipt of a summons and complaint or any other process served on him in said action, simultaneously providing a copy thereof to the County Attorney, and the County reserves the right to provide competent counsel at its expense to represent the Tax Collector in such action, and to directly pay all reasonable costs and expenses associated therewith. If the County exercises such right and performs in accordance therewith, the Tax Collector may nevertheless retain his own counsel to represent him in the action, but all expenses associated therewith, including fees and costs, shall be borne solely by him, and the hold harmless provisions hereof for any liability and for such fees and costs shall not apply. Moreover, the hold harmless provisions hereof shall not apply in the event either (1) the Tax Collector does not reasonably cooperate with and assist the County in defending the suit challenging the validity of the assessment, or (2) the Tax Collector brings an action directly against the County pertaining to the assessment.
- (e) make all reimbursement or payment to the Tax Collector hereunder in accordance with the Florida Prompt Payment Act, Chapter 278, Part VII, Florida Statutes, or its successor in function;
- (f) designate and authorize a person, other than the Tax Collector, to receive and process any request for changes, modifications or corrections to the subject non-ad valorem assessment roll, and if necessary, file with the Tax Collector an appropriate certificate of correction;
- (g) pursuant to Section 197.3632(7), Florida Statutes, pay for or alternatively reimburse the Tax Collector for any separate tax notices if the Tax Collector cannot merge the non-ad valorem assessment roll certified by the County; and
- (h) cause the Chairperson of the Board of County Commissioners of the County, or his or her designee, to certify, by September 15 of each year to the Tax Collector the non-ad valorem assessment roll on compatible electronic medium, tied to the property parcel identification number, in a manner that conforms to the format of the ad valorem tax roll submitted by the Property Appraiser to the Florida Department of Revenue.

Section 4.02. Duties and Responsibilities of the Tax Collector. The Tax Collector shall:

(a) merge all rolls, prepare a collection roll and prepare a combined notice for both the ad valorem and non-ad valorem assessments in accordance with Chapter 197, Florida

Statutes, any applicable rules promulgated by the Florida Department of Revenue and in accordance with any specific ordinances and resolutions adopted by the County, so long as said ordinances and resolutions shall themselves not be inconsistent with or contrary to the provisions of Chapter 197, and, specifically, Sections 197.3632 and 197.3635, Florida Statutes;

- (b) collect the non-ad valorem assessments of the County pursuant to the non-ad valorem assessment roll as certified no later than September 15 of each year to the Tax Collector; provided, such non-ad valorem assessment roll is on compatible electronic medium tied to the property identification number for each parcel and in the format used by the Property Appraiser for the ad valorem roll submitted to the Florida Department of Revenue and such non-ad valorem roll is free of errors and omissions;
- (c) provide the County with a written itemized statement of any necessary administrative costs incurred by the Tax Collector for which reimbursement is sought, and allow the County to audit back-up material supporting the same; provided, the Tax Collector in his discretion may elect not to seek reimbursement for any of the duties provided herein;
- (d) if he discovers any errors or omissions on any roll, request the County to file a corrected roll or the correction of the amount of any assessment by filing with the Tax Collector a certificate of correction, with a copy to the Property Appraiser and the Florida Department of Revenue, pursuant to the applicable rules promulgated by the Florida Department of Revenue; and
- (e) upon determining that a separate mailing is required pursuant to Section 197.3632(7), Florida Statutes, mail, or require the County to mail, a separate notice of the particular non-ad valorem assessment.

ARTICLE V

Section 5.01. Term. The term of this Agreement shall commence upon the date first above written and shall run through the end of the collection period for the non-ad valorem assessments levied for the upcoming fiscal year. This Agreement shall be automatically renewed thereafter, for successive one year periods, to run through the end of each collection period for assessments imposed in subsequent years. However, the County shall inform the Property Appraiser and the Tax Collector and the Florida Department of Revenue by January 10 in any calendar year the County intends to discontinue using the Uniform Method of collecting the non-ad valorem assessments referred to in this Agreement. Either the County or the Tax Collector may terminate this Agreement upon thirty days' written notice to the other.

ARTICLE VI

<u>Section 6.01</u>. <u>Compensation and Reimbursement</u>. In consideration of the performance of the various duties and tasks of the Tax Collector provided under Section 4.02 hereof, the Tax Collector shall be entitled to compensation and reimbursement as follows:

(a)	for	collecting	the	non-ad	valor	em as	sessm	ents,	the	Tax	Colle	ector	shall	be
compensate	d in ac	cordance	with	Sections	197.3	632(8)	(c) an	d 192	.091	(2)(b)	2, F1	orida	Statut	ies,
and is entit	led to	deduct th	e cor	npensati	on to	which	he is	entit	led 1	nereui	nder	at the	time	of
distribution	of coll	ections; an	d											

(b)) for performing the various duties required of him under Section 4.02 hereof othe
than colle	ecting and disbursing the non-ad valorem assessments, pursuant to Section 197.3632(2)
Florida St	tatutes, the Tax Collector shall be reimbursed by the County for actual costs incurred by
him there	by and for which an itemized statement is submitted as provided under Section 4.02(c
hereof.	·

IN WITNESS WHEREOF, the County and the Tax Collector have executed and delivered this Agreement as of the date first above written.

County:
Clay County, a political subdivision of the State of Florida
By:Mike Cella, Its Chairman

Jimmy Weeks in his official capacity as	Tax Collector:	

Ordinances/stormwater msbu/2018-creation/taxcollector agt



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 21 3:00 PM

TO: Finance & Audit Committee DATE: 5/13/2019

FROM: Angela Goodermote

SUBJECT:

Presentations of the FY 19/20 Nonprofit Agency Grant Applicants for budget funding for the upcoming fiscal year. (D. Sileo)

Florida Art License Plate Fund:

- A. Clay County Community Band, Inc. (not presenting)
- B. First Coast Highlanders, Inc. (not presenting)

General Fund:

- C. Challenge Enterprises of North Florida, Inc.
- D. Episcopal Children's Services, Inc.
- E. Kids First of Florida, Inc.
- F. Quigley House, Inc.

County Alcohol & Drug Abuse Fund:

G. Clay Behavioral Health Center, Inc.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Presentations from the nonprofit agency grant applicants allow the Board of County Commissioners the opportunity to ask questions from each applicant.

Is Funding Required (Yes/No): If Yes, Was the item budgeted (Yes\No\N/A):

No No

Funding sources and amounts to be determined within the approval of the FY 19/20 Clay County Budget.

Sole Source (Yes\No): Advanced Payment (Yes\No):

No No

ATTACHMENTS:

Description

- <u>n</u> 19-20 Grant Application Challenge Enterprises Public
- n 19-20 Grant Application Clay Behavioral Health Ctr Public
- n 19-20 Grant Application Clay Co Comm Band Public
- 19-20 Grant Application ECS Public
- <u>19-20 Grant Application First Coast Highlanders Complete Public</u>
- n 19-20 Grant Application Kids First of Florida Public
- 19-20 Grant Application Quigley House Public
- FY19-20 Nonprofit Historical Analysis Public

REVIEWERS:

Department Reviewer Action Date Comments

Goodermote, Angela Approved 5/14/2019 - 11:51 AM

Budget Office County Manager

Mock, Lorin

Approved

5/14/2019 - 3:01 PM

Clay County Nonprofit Agency Funding Program FY 2019-2020

Agency Name	Funding Source	Service Provided to Citizens	Applid FY 15/16	ations FY 16/17	FY 17/18	Approved FY 18/19	Requested FY 19/20	Increase (Decrease) in <u>REQUESTED</u>	% Increase / (Decrease)
Challenge Enterprises of N FL, Inc	General Fund	Grants in Aid	61,200	61,200	61,200	61,200	61,200	-	0%
Episcopal Children's Services	General Fund	Grants in Aid	108,000	108,000	108,000	108,000	112,000	4,000	4%
Kids First of Florida, Inc	General Fund	Grants in Aid	45,000	45,000	45,000	45,000	45,000	1	0%
Quigley House, Inc	General Fund	Grants in Aid	51,412	51,412	51,412	51,412	70,170	18,758	36%
The Way Free Medical Clinic, Inc	General Fund	Health	15,000	15,000	15,000	15,000	25,000	10,000	67%
BASCA, Inc	General Fund	Grants in Aid	-	-	-	10,000	50,000	40,000	400%
Children's Home Society of FL (CPS)	General Fund	Grants in Aid	-	-	-	-	60,384	60,384	100%
JC Penney Memorial Scenic Highway	General Fund	Grants in Aid	-	-	-	-	40,000	40,000	100%
Town of Penney Farms	General Fund	Grants in Aid	-	-	-	-	40,000	40,000	100%
	GENERAL FUND AID TO NO	NPROFIT ORGS	280,612	280,612	280,612	290,612	503,754	213,142	
Clay Behavioral Health Center	County Alcohol & Drug Abuse Fund	Mental Health	10,000	5,000	5,000	4,000	4,000	-	0%
General Fund Transfer to 105-County Alcohol & Drug Abuse Fund	General Fund Transfer	Mental Health	340,000	345,000	345,000	346,000	396,000	50,000	14%
	COUNTY ALCOHOL & DRU	G ABUSE FUND	350,000	350,000	350,000	350,000	400,000	50,000	
Clay County Community Band, Inc	Florida Art License Plate Fund	Culture / Recreation	1,412	1,000	1,000	1,000	1,600	600	60%
First Coast Highlanders, Inc (FKA Clay County Sheriff's Office Pipes & Drums, Inc)	Florida Art License Plate Fund	Culture / Recreation	1,063	1,000	1,000	1,000	2,000	1,000	100%
	FLORIDA ART LICENSE PLATE FUND		2,475	2,000	2,000	2,000	3,600	1,600	
	OVERALL AID TO OTHER NONPROFIT GR		633,087	632,612	632,612	642,612	907,354	264,742	-

Clay County Board of County Commissioners Nonprofit Agency Grant Application Funding request for <u>FY 2019-2020</u>

A. Applicant Information:

Applicant Name: Clay County Communit	y Band		
Physical Address: 2750 Moody Ave Oran	ge Park FL. 32073	}	
Mailing Address: 602 Lorn Ct.	City/State: O. P. F		Zip: 32073
Phone: (904)891-2053 Fax: (904)779-1202			
Website: www.claycountyband.com			
Executive Director: Jim Layton			
Primary Contact: Burk Shields Title: Grant Comm. Chair			
Email: trainut@bellsouth.net (904)477	7-0395		
Amount Requested: \$1600.00	Amount Awarded (Bu	dget Off	ice use only):

1. Please provide a brief statement of your organization's mission and goals.

Mission:	
Goals:	1. Please see attached page A1
	2.
	3.

^{2.} Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an <u>asterisk</u> in front of any program or service that is supported by County funds.

^{*30} years of providing musical entertainment and cultural enlightenment via Concert Band and Swing Band performances for Municipal and Civic activities and fund raising performances for other Public Services organizations.

3. Board Member Listing - Please provide a list of your agency's board members and their affiliation.

Board Member	Affiliation
Jim Layton	President
Burk Shields	Vice President
Kathy Robertson	Treasurer
Bobby Rahn	Secretary
Billy Bullock	At Large

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

Support of a continuing program of live, in person musical performances utilizing local, non professional volunteer musicians in a harmonious social context at the request of private and Civic organizations in NE Florida and the surrounding area.

2. Describe the grant's target population and benefits received from the citizens of the County.

As the OFFICIAL BAND OF CLAY COUNTY our primary target audience is the entire population of Clay County and as much of the population of the surrounding area as possible

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant.

Our By-Laws state that all expenditures of less that \$250.00 may be voted on and approved by a majority vote of the 5 member Board. Any expenditure in excess of \$250.00 or for durable goods are discussed by the full Band and then voted on to approve or disapprove in accordance with our By-Laws.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage
D. N. A.	

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

Historically we have used feedback from our audiences, repeated requests from our prior clients and audience participation in our events which have proven to be the most accurate indications as to our benefit to the community and our effectiveness in accomplishing our goals. Most recently we have received feedback regarding our willingness to perform at low key but needy events instead of focusing purely on "high visibility" events. We are very proud of that accomplishment

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2018-2019: Total projected revenue for Fiscal Year 2019-2020:

Because all of our work is done on a volunteer basis we traditionally do not work from a fixed budget. We work with what we have in the bank and what we get during the season in donations and Grant funding.

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of	FY 19/20 Proposed	% of Proposed Budget
Clay County Government		\$1000.00		\$1000.00	
Other Cities or Counties					
State Funding					
Federal Funding					
Foundations					
Program-Generated Revenue					
Program-Specific Revenue					
Total Revenue:		\$5064.00		\$4000.00	

Expenses (Note: B+C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
Personnel Sub-total:				
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)				
Telephone				•
Postage & Shipping				
Printing & Publication				
Equipment Rental & Maintenance				
Travel				
Professional Development				
Office Supplies				
Computers & Equipment				
Other				
Operation Expenses Sub-total:				
Total Expenses				

3.	Is County funding a mandated requirement?	YES	NO	
	If yes, please explain requirement:			

4. Schedule of Positions:

% of Budget Allocated to Administration:

Position Titles and/or Employee Name	Full Time Equivalent*	FY 17/18 Actual Salary	FY 18/19 Estimated Salary	FY 19/20 Proposed Salary	% of Proposed Salary Increase
We do not have any paid staff		\$	s	s	%
We are all volunteers		\$	S	\$	%
		\$	S	S	%
		\$	s	\$	%
		\$	s	\$	%
		\$	s	s	%
		\$	s	s	%
		\$	s	\$	%
		\$	s	\$	%
		\$	S	\$	%
		S	\$	S	%

^{*} Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

Funds will be expended for musical arrangements, upgrades, repairs and maintenance of Band owned equipment and purchase of musical instruments and supplies as needed.

<u>Note</u>: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up frout nor for uses other than requested above.

2.	What percentage of grant funding goes to A	Administration and what	percentage goes d	irectly to Programm	ning?
	1 5 5		1 00	J (u

Administration 0 Programming 100%	
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F. Other

- 1. Along with submission of the funding request, the following supporting documents shall be furnished:
 - IRS tax-exempt letter confirming 501(c)(3) nonprofit status
 - most recent Solicitation License; if exempt, submit exemption letter
 - Certificate of Liability Insurance
 - most recent IRS income tax return (Form 990)
- 2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.
- 3. Submit seven (7) copies of your completed application no later than 4:00 PM Monday, March 11, 2019 to:

Clay County Board of County Commissioners Attn: Budget Office PO Box 1366 477 Houston Street, 4th Floor Green Cove Springs, FL 32043 Signing below aeknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statues.

Executive Director	Board Chair
Jim Layton	Burk Shields
(Type Name)	(Type Name) B. S. Minn
(Signature)	(Signature)
3/10/2019	3/9/2019
(Date)	(Date)

Attachment Page 1-A

As the Official Band of Clay County, the Clay County Community Band serves three primary functions. First, to provide an opportunity for non-professional volunteer musicians from within the community to participate in a concert band, making a unique cultural contribution to the life of the community.

Second, as a mentoring organization for Middle School and High School musicians which they get educational credit for.

Third, as a not for profit organization, to foster a spirit of camaraderie among the wind and percussion instrument players in the community, to bring a needed complement to the area of amateur arts in the community and to provide a musical experience not provided by any other musical organizations.

This mission is accomplished by giving concerts both for entertainment and to assist various civic groups in their fund raising activities.

Our concerts will occasionally include vocal and Jazz instrumental solo and groups. We play music from a wide range of musical genre including marches, folk tunes, musicals, contemporary pop, classical, swing and jazz.

Clay County Community Band

Clay County Board of County Commissioners Grant Request for FY 2019/2020

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RECEIVED PURCHASING DIVISION

2019 MAR 11 AM 10: 44

CHAY COUNTY BOARD OF

Clay County Purchasing Division 477 Houston Street PO Box 1366 Green Cove Springs, FL 32043

Receipt for Bid #:		
Company Name:		2
Clay Co.	Community	Danc

Clay County Board of County Commissioners Nonprofit Agency Grant Application

Funding request for FY 2019-2020

A. Applicant Information:

	Pun	- 111/1
Applicant Name:	LOUNGET & ADMI	WISTRATIVE SERVICES
First Coast Highlanders, Inc.		NOTRATIVE OF
Physical Address:		SERVICES
1905 Park Avenue, Orange Park, Florida		
Mailing Address:	City/State:	Zip:
9703 NW 29th Street	Starke, Florida	32091
Phone:	Fax:	
(904) 368-8177	(904) 368-8177	
Website:		Federal Tax ID#:
www.firstcoasthighlanders.com		80-0624860
Executive Director:		
Gayward Hendry		
Primary Contact:	Title:	
Arthur Tenney	Business Manager	
Email:		
Piper10y@aol.com		
Amount Requested:	Amount Awarded (B	Sudget Office use only):
\$2,000		

1. Please provide a brief statement of your organization's mission and goals.

Mission :	First Coast Highlanders, Inc. shall strive for excellence in musical performance and ceremonial drill, to increase knowledge of Celtic heritage and culture in the community through performance of traditional Celtic music and the display of traditional dress.
Goals:	1. To teach, promote and foster quality playing of highland bagpipes and drums
	2. To strive for excellence in musical performance and ceremonial drill
	3.To provide free concerts to schools, veteran organizations, and other charitable organizations.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an <u>asterisk</u> in front of any program or service that is supported by County fund

The First Coast Highlanders is a performance and entertainment band, a teaching organization and a cultural group. We are a community band and promote culture through music.

3. Board Member Listing - Please provide a list of your agency's board members and their affiliation.

Board Member	Affiliation
Evan Brown	President
Scott Young	Vice President
Will Wheeler	Treasurer
Danise Young	Secretary
Greg McClelland	Member at Large
Arthur Tenney	Band Manager
Gayward Hendry	Executive Director

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

The funding from this arts grant will be used to purchase needed equipment and uniforms as well as maintaining and repairing older equipment and uniforms. We currently have sixt students. We also have several people who showed interest in learning pipes or drums at the NE Florida Scottish Games.

2. Describe the grant's target population and benefits received from the citizens of the County.

Our target is anyone interested in learning the great highland bagpipe or highland drum as well as learning Celtic culture. We teach anyone in Clay and surrounding counties without discrimination

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant.

Arthur Tenney is responsible for implementing the grant. He has over 45 years in the finance field and has been involved with other musical organizations and responsible for grant programs in several of those organizations.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

Our mission is ongoing 100% of the time. We accomplish our mission and goals at every performance. The First Coast Highlanders is a successful organization. We receive many repeat requests to perform at many Clay County functions. Last year we completed 32 performances in and around Clay County. Some of the organizations we performed for included the Special Olympics opening, Children's Miracle Network, Clay County Fair, The Allegro, police events, various veteran's and military group events, and other non-profit groups. In addition, we have performed in several schools.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2018-2019: \$16,300 Total projected revenue for Fiscal Year 2019-2020: \$19,200

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Donations	\$8,737.19	\$5,350.00		\$6,200	
Performance Fees	\$5,950.00	\$6,396.00		\$7,000	
Merchandise Sales	\$1,432.78	\$1,287.00		\$3,000	
Grants	\$1,000.00	\$2,400.00		\$2,500	
Other	0	0		\$ 500	
Program-Generated Revenue	0	0		0	
Program-Specific Revenue	0	0		0	
Fundraising	0	0		0	
Total Revenue:	\$17,119.87	\$15,483.00		\$19,2000	

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages				
Fringe Benefits				<u> </u>
Personnel Sub-total:				
Operating Expenses				
Insurance, Fees and Taxes	\$1,200	0	0	0
Purchase of sales merchandise	\$2,300	0	0	0
Postage & Shipping	\$ 100	0	0	0
Printing & Publication	\$3,500	0	0	0
Uniforms	\$5,000	0	0	0
Travel	\$ 200	0	0	0
Scholarships	\$2,500	0	0	0
Office Supplies	\$ 800	0	0	0
Equipment	\$1,000	0	0	00
Other, Good and Welfare	\$2,600	0	0	0
Operation Expenses Sub-total:	\$19,200	0	0	0
Total Expenses	\$19,200	0	0	0

If yes, please explain requirement:

4. Schedule of Positions:

% of Budget Allocated to Administration: 0%

% of Budget Allocated to Administration Position Titles and/or Employee Name	Full Time	FY 17/18 Actual Salary	FY 18/19 Estimated Salary	FY 19/20 Proposed Salary	% of Proposed Salary Increase
		\$	\$	S	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	s	\$	%
		s	s	\$	%
		s	\$	s	%
		s	s	s	%
		s	\$	\$	%
		s	\$	\$	%
		s	s	s	%
		s	s	s	%

^{*} Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

The funding from this arts grant will be used to purchase needed equipment and uniforms as well as maintaining and repairing equipment and uniforms

<u>Note</u>: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?

None

F. Other

- 1. Along with submission of the funding request, the following supporting documents shall be furnished:
 - IRS tax-exempt letter confirming 501(c)(3) nonprofit status
 - most recent Solicitation License; if exempt, submit exemption letter
 - Certificate of Liability Insurance
 - most recent IRS income tax return (Form 990) E Postcard
- 2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.
- 3. Submit seven (7) copies of your completed application no later than 4:00 PM Monday, March 11, 2019 to:

Clay County Board of County Commissioners Attn: Budget Office PO Box 1366 477 Houston Street, 4th Floor Green Cove Springs, FL 32043 Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statues.

Executive Director	Board Chair
Gayward Hendry	Evan Brown
(Trune Name)	(Type Name)
(Signature)	(Signature)
March 7, 2019	March 7, 2019
(Date)	(Date)

Clay County Board of County Commissioners Nonprofit Agency Grant Application Funding request for FY 2019-2020

A. Applicant Information:

Applicant Name:			
Challenge Enterprises of North Florida, Inc.			
Physical Address:			
3530 Enterprises Way			
Mailing Address:	City/State:		Zip:
	Green Cove Springs,	FL	32043
Phone:	Fax:		·
904 284-9859	904 284-9497		
Website:		Federa	I Tax ID#:
challengeenterprises.org		59-147	8621
Executive Director:		··-··	
Nancy C. Keating			
Primary Contact:	Title:		
Katie Vineyard	Chief Operations Off	icer	
Email:	•	•	
katiev@challengeenterprises.org			
Amount Requested:	Amount Awarded (Bu	dget Offic	e use only):
\$61,200			

1. Please provide a brief statement of your organization's mission and goals.

Mission:	To promote the Power of People and Possibilities for individuals living with disabilities.
Goals:	1. Secure employment for people with disabilities earning Florida minimum wage or better
	2. Increase the number of residents in group homes for adults with intellectual and developmental disabilities.
	3. Collaborate with local, state and national agencies to advocate for transportation for job training, placement, employment and affordable housing and meaningful volunteer opportunities.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an <u>asterisk</u> in front of any program or service that is supported by County funds.

Challenge Enterprises of North Florida, Inc. is a nonprofit agency organized in Clay County in 1972 and has consistently assisted citizens with disabilities for more than 46 years. A variety of programs and services are offered to individuals with intellectual and developmental disabilities. Over the decades, the mission expanded to include persons with varying disabilities; visually impaired, hearing impaired, physically impaired, emotionally challenged, brain injury, disabled veterans and wounded warriors. Challenge Enterprises offers a choice of meaningful programs, services and employment to assist individuals achieve their personal goals and gain financial independence.

*Life Skills Developmental Training began in March 1974 and continues today in a warehouse at the Harbor Road Industrial Park in Green Cove Springs. Adults with severe to moderate intellectual and developmental disabilities engage in activities of daily living, academics, computer skills, work opportunities and recreation skills. This project is funded in

part by the State Agency for Persons with Disabilities. County support for this service enables the most vulnerable citizens to access services with trained personnel to keep them safe, healthy and engaged in meaningful activities.

*Residential Services began in June, 1982 providing small group homes for adults seeking community living. Today, the agency operates three small group homes for seven senior men and three women. A few of the first group home residents' moved successfully into homeownership more than 12 years ago and are taxpayers in Clay County. Agency staff provides coverage in the individual's homes to assist them with meal preparation, medication administration, financial guidance and personal care. A few of the homeowners that are in their senior years now require additional supports to ensure their health and safety to avoid nursing home settings.

- *Work Opportunities: Challenge Enterprises utilizes a Social Entrepreneurial approach to assist individuals with a variety of disabilities become successful workers, taxpayers, contributors and homeowners. Challenge Enterprises has secured small work contracts providing job training and paid employment since 1974. This successful approach has provided many individuals with significant disabilities and wounded warrior's long-term employment in a variety of business lines. In March 2019, Challenge Enterprises employs 201 individuals with severe disabilities on 11 Federal Government contracts (DOD, USMC, GSA, IRS, DOL, HUD, DeCA, DLA, USGS) and at a number of commercial contracts. These include the Penney Farm Retirement Community, Clay Behavioral Health Centers, Supervisor of Elections and The Way Free Clinic providing custodial and or grounds maintenance services. Job training and employment opportunities are provided at the warehouse serving commercial customers: Armor Holdings, Landsberg, Global Consumer Innovations, LLC Deluge Sandless Sandbags and other businesses for short term contract fulfillment services.
- *Shred for Good division of Challenge Enterprises is a secure document destruction service with AAA Certification awarded by the National Association of Information Destruction. This level of security has earned Shred for Good customers from prominent federal, state, county and local governments. Shred for Good serves almost 200 commercial operations including hospitals, medical offices, law firms, accountants, and commercial businesses.
- *County Commodities Distribution is a Clay County Agreement that enables Challenge Enterprises trainees to engage in receiving, material handling, sorting, packaging, and distribution at the warehouse in Green Cove Springs. Commodities are now ordered, purchased and tracked for delivery on a monthly schedule to six locations in Clay County for income eligible individuals to receive additional groceries. All equipment including trucks, pallet jacks, fork lift, dry, refrigerated, frozen storage unit are available at the Challenge Enterprises warehouse. This is labor intense and provides work for a number of the adults each month. The County Commodities Agreement is a separate agreement not included in this request for funding.
- 3. Board Member Listing Please provide a list of your agency's board members and their affiliation.

Board Member	Affiliation
Denise Adams	Retired, Education Administrator
Edward Kelly, Esq	Rogers, Towers, Bailey, Jones & Gay, PA
Tim Simpson	Kindred Hospital Regional Administrator
Tina L. Crowder	First Citizens Bank
Bryan Campbell	Duval County Medical Society
Bill Powers	Business Owner/Florida Powertrain and Hydraulics
Iris King	Wells Fargo Education and Training
Martin S. Kosiek	Retired, United States Navy Captain

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

The County grant will support a portion of the benefits for staff at the adult Life Skills Development center and the Residential program, utilities and communication systems. The staff supervise, train and care for men and women with intellectual and developmental disabilities in activities of daily living, self-help, prevocational training, employment and recreational skills.

Financial support from the County is very important to maintain skilled, ethical, and compassionate personnel.

2. Describe the grant's target population and benefits received from the citizens of the County. The population Challenge Enterprises serves, for this grant, is individuals with varying intellectual and developmental disabilities ages 18 years through senior years. Prior to 1972, there were no organizations in Clay County providing services and families were traveling to different areas in Jacksonville for specific medical services, therapies, and programs. Since 1974, Challenge Enterprises' adults with developmental disabilities are participating in ongoing training, employment and healthy living programs in Green Cove Springs and Orange Park. Challenge Enterprises responded to the needs of Clay County families when adults returned to the community after decades in State Sunland centers. Challenge Enterprises opened its first group home in 1982, the ACT Lodge, in Green Cove Springs. The individuals served in the three small group homes are long term Clay County citizens. Fifty-five percent of the residents had Fathers that gave a life time of service to the US Military. The men and women receive quality care and protection under the supervision of Challenge Enterprises personnel.

The Life Skills Development center for adult training is located at the Harbor Road Industrial Park in Green Cove Springs and 100% enrolled are Clay County citizens. The residential homes/apartments are located in Orange Park, Fleming Island, Green Cove Springs, Middleburg and Lake Asbury. A number of the homes have adaptive equipment and are accessible for health and safety as the residents as they advance in their senior years. The health and safety issues of residents are the agency's primary focus.

Challenge Enterprises partners with the Clay County School Board and eight other job focus agencies to coordinate Project SEARCH and internship program for Clay County students to prepare for successful gainful employment. Job placement and on the job training are essential to secure paid Competitive Integrated Employment. The Workforce Innovation and Opportunity Act that went into effect June 2016, Federal Legislation, requires all Exceptional Education students to engage in job searching upon leaving high school. Challenge Enterprises Employment Specialists are prepared to evaluate, match skills with job openings and provide on-the-job supports. The agency will be actively educating businesses and industry about an untapped resource that will be dependable and grateful for the work.

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant. Challenge Enterprises staff that supervise the programs have earned professional level degrees including Masters and Bachelor Degrees, Certificates equal to Associate Degrees, State Employment and Job Coach Certification and served in the US Military for more than 20 years. All direct care staff at the training centers and residential programs meet and exceed the required educational training for the programs standards and guidelines established by Agency for Persons with Disabilities. The project managers meet and exceed the standards for all AbilityOne federal job programs. One staff member hold a Masters level Certificate in Non Profit Management thanks to the support of the Reinhold Foundation's mission for nonprofit capacity building. Many agency staff attend the professional development seminars offered by Rollins College and sponsored by the Reinhold Foundation.

Before a new employee is hired to provide direct care services to an individual with disability, the new hire is fingerprinted and background screened. On the job training and direct supervision is provided for a minimum of 30 hours before the new employee can provide direct care or training independently with the individuals. This best practice is to ensure the health and safety of all the individuals Challenge Enterprises serves. Volunteers providing support in the training center, in the homes, or on recreational outings are also background screened and under the supervision of staff. Some volunteers require a higher level of screening including fingerprinting and drug testing for authorization to work

independently with an adult(s) in the community for field trips, job seeking, and transportation to an event of their choice or working side by side at the Shred for Good site.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage
Securing qualified personnel paid and volunteer to engage adults	Ongoing with growth/by September 2020/budget committee authorizations for job postings
Secure part time jobs for 10 adults at Florida Minimum wage or better	May/2020/7 interns in training for jobs, 3 seeking first job
Increase census at two groups homes	Ongoing/ July 2019/ currently interviewing
Secure volunteer activities for adults to gain job skills in Green Cove	Starts/ October 2019/implementation plan development per individual

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

The population Challenge Enterprises serves, for this grant, is individuals with varying intellectual and developmental that have resided in state institutions and some never completed basic educational programs. The evaluation method used to determine the satisfaction by the individuals and their families is an annual Satisfaction Survey. The survey seeks comments on rights, dignity, respect, achieving personal goals and what other services are necessary for them to be accomplishing their personal goals. Challenge Enterprises is a person center agency and each person has their own likes and dislikes that address where they want to be with skills and work annually. Families and friends are recommended to assist each person with their own survey for submission to the Challenge Enterprises receptionist. All responses are reviewed and actions plans established to address any requests or unfavorable comments. Action plan is reviewed and authorized by the executive staff. The surveys are for all training programs funded by the State of Florida Agency for Persons with Disabilities.

The men and women that go to work for Challenge Enterprises receive annual evaluations on their work performance and have the opportunity to transfer or seek employment outside of Challenge Enterprises with Job Coach Support if requested by Vocational Rehabilitation. Collaborating with other nonprofits in Clay County offering employment opportunities to their clientele enriches the citizenry of Clay County and the economic impact with the employees' new spending power. The agency produces a one page annual report identifying the milestones, contracts, earnings for persons with disabilities cumulative from 1988 which is now at \$ 33, 600.696. That's the POWER of Work!

The Board of Directors examine the financial reports monthly and direct specific questions to the COO for details on expenditures and revenue streams. Independent audits are conducted annually to determine if the funds are managed and benefiting the mission.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2018-2019: \$8,408,717 Total projected revenue for Fiscal Year 2019-2020: \$8,576,891

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Clay County Government	61,200	61,200	1%	61,200	1%
Other Cities or Counties					
State Funding	1,036,949	1,002,072	11%	1,042,155	11%
Federal Funding					
Foundations					
Program-Generated Revenue					
Program-Specific Revenue	74,898	86,263	1%	89,714	1%
Work contracts, federal & commercial, rental, misc	6,675,784	7,259,182	87%	7,383,822	87%
Total Revenue:	7,848,831	8,408,717	100%	8,576,891	100%

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	4,909,628		4,909,628	
Fringe Benefits	1,749,857	50,250	1,699,607	.02
Personnel Sub-total:	6,659,485	50,250	6,609,235	.0075
Operating Expenses				!
Occupancy (Rent/Lease/Mortgage)	470,000	8,450	461,550	.01
Telephone	80,000	2,500	77,500	.03
Postage & Shipping	2,000		2,000	
Printing & Publication	150		150	
Equipment Rental & Maintenance	55,000		55,000	
Travel	6,000		6,000	
Professional Development	15,000		15,000	
Office Supplies	16,000		16,000	
Computers & Equipment	60,000		60,000	
Other	799,304		799,304	
Operation Expenses Sub-total:	1,503,454	10,950	1,492,504	.0072
Total Expenses	8,162,939	61,200	8,101,739	.0074

3. Is County funding a mandated requirement? YESX NO
If yes, please explain requirement: The APD funding through Medicaid wavier program does expect a
12.5% local match to ensure the services meet the minimum standard and guidelines under the CMS rules
and regulations for Home and Community Based Services.

4. Schedule of Positions:

% of Budget Allocated to Administration: 5%

Position Titles and/or Employee Name	Full Time Equivalent*	FY 17/18 Actual Salary	FY 18/19 Estimated Salary	FY 19/20 Proposed Salary	% of Proposed Salary Increase
CEO	1	111,388	116,957	116,957	0%
coo	1	96,789	101,628	101,628	0%
VP-Business Development	1	72,076	74,239	74,239	0%
VP-Human Resources	1	63,000	64,890	64,890	0%
Building & Fleet Manager	1	57,461	59,185	59,185	0%
Accounting Supervisor	1	50,646	52,672	52,672	0%
Residential Director	1	51,995	50,000	50,000	0%
Programs Manager	1	45,000	46,350	46,350	1%
SDD Sales	1	35,000	35,000	35,000	0%
Residential Supervisor	1	32,960	33,949	33,949	0%
Others & 201 employees (mostly pt) with disabilities	159	\$ 3,737,684	\$ 4,178,491	\$ 4,274,758	2 %

^{*} Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

Clay County funds will be used to support benefits for personnel providing direct care services to the individuals with intellectual and developmental disabilities. Expenditures for mandated health insurance coverage and other eligible benefits will be paid and then submitted for reimbursement. Challenge Enterprises will pay for utilities and supplies at the program to be submitted to the County for reimbursement.

<u>Note</u>: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?

100% of the grant will be allocated towards support of direct care personnel and the program essentials of the individuals enrolled in the training and activities.

F. Other

- 1. Along with submission of the funding request, the following supporting documents shall be furnished:
 - IRS tax-exempt letter confirming 501(c)(3) nonprofit status
 - most recent Solicitation License; if exempt, submit exemption letter
 - Certificate of Liability Insurance
 - most recent IRS income tax return (Form 990)
- 2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.
- 3. Submit seven (7) copies of your completed application no later than 4:00 PM Monday, March 11, 2019 to:

Clay County Board of County Commissioners Attn: Budget Office PO Box 1366 477 Houston Street, 4th Floor Green Cove Springs, FL 32043 Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statues.

Executive Director	Board Chair	
Nancy C Keating	Denise Adams	
(Type Name)	(Type Name)	
Many CKealing	Denise W. adams	
(Signature)	(Signature)	
03/11/2019	03/11/2019	
(Date)	(Date)	



PURCHASING DIVISION

2019 MAR 11 PM 2: 49

CLAY COUNTY BOARD OF COMMISSIONERS

Clay County Purchasing Division 477 Houston Street PO Box 1366 Green Cove Springs, FL 32043

Receipt for Bid #:	
Company Name:	

Clay County Board of County Commissioners

Nonprofit	Agency	Grant	Applicati	on
Funding	request	for FV	2010 202	(10

A. Applicant Information:

Applicant Name: Episcopal Children's Services	BUDGET &	ADMINISTRATIVE SERVICES
Physical Address: 8443 Baymeadows Rd., Suite 1		31,1110(3)
Mailing Address: 8443 Baymeadows Rd., Suite 1	City/State: Jacksonville, FL	Zip: 32256
Phone: 904-726-1500 ext. 247	Fax: 904-726-1520	
Website: ecs4kids.org	Federal Tax II 59-1146765	
Executive Director: Connie Stophel		
Primary Contact: Teresa Matheny	Title: Chief of Programs a	and Administration
Email: tmatheny@ecs4kids.org		
Amount Requested: \$112,000	Amount Awarded (Budget Office use only):

1. Please provide a brief statement of your organization's mission and goals.

Mission:	To Create opportunity so that the children we serve can achieve their full potential.
Goals:	1. To provide School Readiness (subsidized child care) to families that qualify so that they can work or go to school in order to achieve economic self-sufficiency
	2. To ensure that child care programs serving these children are of high quality and able to promote school readiness 3.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an <u>asterisk</u> in front of any program or service that is supported by County funds.

Child Care Resource and Referral (CCR&R) – ECS's Child Care Resource and Referral program provides parents with free information about local child care providers so they can make informed decisions based on their family's specific needs. CCR&R Calls Answered: 36,015 19 Years

*School Readiness – Our School Readiness program helps lower-income families pay for child care so their parents can work. We also work with child care providers to improve and maintain high-quality programs that promote children's success in school. Children Served: 4,000 19 years

Voluntary Pre-Kindergarten (VPK) — VPK is a free pre-kindergarten program open to all Florida four-year old children. It's offered during the school year and summer at Florida public schools, child care centers and private schools. Children Served: 5,600; Providers Participating: 201. 14 Years

Early Head Start – Early Head Start provides high-quality educational, nutritional, health and social services to low-income and at-risk children from birth to age three and their families. Our goal is to provide a strong foundation for children entering Head Start and other Pre-K programs. 19 Years

Head Start – Our Head Start program reaches out to low-income and at-risk children ages three to five and their families. We provide them with comprehensive educational, nutritional, health, and social services, as well as tools and resources to promote their development so they enter kindergarten ready to learn. 19 Years

CoachJax! - Our staff works with directors and teachers to improve the quality of their environment, teaching methods and curriculum, and to promote the Guiding Stars of Duval. This program is in partnership with Jacksonville's Kid's Hope Alliance and provides for continuity of services for all programs hoping to receive Jacksonville's Guiding Stars rating. 13 Years

Early Learning Center at Good Shepard-ECS's Early Learning Center at Good Shepard is our newest center that opened in the fall of October 2014 in the Riverside area of Jacksonville. It offers care for children ages one to five years of age. 4.5 Years

Regional Training Institute — Our Regional Training Institute for Early Childhood Education provides a variety of free or low-cost trainings monthly. Topics for trainings are based on provider, family, and community needs. Training sessions are centered on the eight areas required for a Child Development Associate Credential. 17 years

3. Board Member Listing - Please provide a list of your agency's board members and their affiliation.

Board Member	Affiliation
Derrick Smith, President	Grand Central Ventures, LLC.
Vicki Adams, Vice President	Vystar Credit Union
Jennifer Holden, Treasurer	UBS Financial Services, Inc.
Kristi Aiello, Secretary	Florida Blue
The Rt. Rev. Samuel Howard	The Episcopal Diocese of Florida
Mark Middlebrook	Wells Fargo

Thabata Batchelor	Wolfson Children's Hospital	·
Brooke Yencarelli	Accounting Principals & Ajilon	
Dr. Heidi Maier	Marion Public Schools	
Bob Ohrablo	The Jacksonville Icemen	
Fr. Wiley Ammons	The Church of the Redeemer	
Malachi Beyah	M &M Maintenance Plus, Inc.	·

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

The School Readiness (SR) program assists low income parents with the cost of quality child care and is primarily funded by state and federal funds but requires 6% matching funds from local sources. The lack of affordable care puts these parents at risk of unemployment and unable to attend classes that would increase their ability to obtain high wage jobs.

The County grant funds will provide the matching funds required to draw down the state and federal funding used to provide School Readiness, (subsidized child care) to families that work but are still at or below 200% of the federal poverty level. This grant serves an average of over 950 children per month in Clay County. At least 750 of these children's families qualified based on their income and working status while the others may receive a referral from DCF of CareerSource. This is an increase of 50 children per month because of an increase in state funding. However, the increase in funding does require increased match. This is the reason for the increase in our request this year from \$108,000 to \$112,000.

At more than \$8,000 per year per child, the high cost of child care is prohibitively expensive for many working families, often approaching 15-50% of a family's yearly income. The School Readiness program serves families who want to work—who are active participants in the Clay County economy. Without this funding many parents could not afford child care and would be forced to stay home with their children—relying on public support as a result. With the loss of so many children from the child care system, many of the 127 local child care programs in the county could not remain in business

2. Describe the grant's target population and benefits received from the citizens of the County.

Our target population is low income working parents and their children. These families have incomes at or below 150% of the Federal Poverty Level at entry into the program and up to 200% thereafter. These are the same families identified in the United Way ALICE report for Clay County which shows that a ALICE family of 4 with one infant and one preschool child would pay \$1,052 a month for child care while that family's monthly income if living at the poverty line may only be \$2,020.

Our largest source of referrals comes from child care providers that are participating in the SR and by parents currently receiving services. The children and families served by this program are located

throughout the Clay County community. These children are in the urban Orange Park area, as well as the rural areas of Keystone Heights and Green Cove Springs, and in all the other large and small communities of Clay County.

School Readiness creates opportunities for a better life for the entire community but is especially critical because of the impacts to both the child and the family. Each child benefits as early education creates long-lasting academic and social benefits that extend into adulthood. Families can improve their economic well-being as the full costs of quality childcare are out of reach for low-income working parents leaving lower income parents the undesirable choice of whether to pay for child care and keep working or pay the rent and remain housed. The choice is truly that stark because without subsidy a single mother working full-time but earning 200% or less of the Federal Poverty Level spends at least 33% of her income on child care for just one child. With School Readiness that is reduced to 10% on average. This allows parents to provide stable homes and supportive environments for their children, reducing homelessness and food insecurity.

While the benefits to each child and family are significant, the impact extends well beyond the immediate recipients of services, as benefits accrue to:

- The school system as the significant achievement gaps created by poverty can be reduced, or even eliminated with early childhood education
- The economic health of the community, as early education creates economic value Early education makes economic sense.

Notably, the Federal Reserve Bank of Minneapolis, received national attention for their 2003 publication "Early Childhood Development: Economic Development with a High Public Return", Rolnick and Grunewald, 2003. Their research identified that quality early education offers a 12 percent return on investment, even accounting for inflation, which exceeds the stock market.

The economic argument is further bolstered by the more recently "Preschool and Prosperity" by Timothy Bartik published in 2014, which showcased the sizable benefits to state and local economies, with a \$2 to \$3 return for every dollar invested. His analysis notes that investment in early education has similar benefits to well-designed business incentives to fuel economic growth.

To maximize effectiveness, Episcopal Children's Services implements these services using a two-generation approach that addresses the needs of the parents concurrently with addressing the needs of the children leading to a stronger community.

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant.

The Family Services staff that qualify families for the School Readiness services this grant supports are fully trained and certified Level II Specialists, a designation earned by completing an exam administered by Florida's Office of Early Learning. Additionally, each Family Services Specialist has undergone formal diversity training to increase cultural sensitivity. A bachelor's degree in a related field is preferred for this position but in some cases experience in the field may be substituted. The Program management staff for this grant has a Bachelor's Degrees in accounting and over 19 years' experience with managing this grant successfully. ECS through its partner and funder, the Early Learning Coalition of North Florida has over 100 volunteers that go into child care programs and read to children as well as put on special programs for them. Many of these volunteers are retired educators with many years of experience working with children.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage
Twelve-month average number of children served will be equal or greater than economically disadvantaged children 750 served.	September 30, 2020
Contracted School Readiness childcare providers will submit contract indicating which approved curriculum and agreeing to child screening requirements.	July 1, 2018 and ongoing as new providers join the program.
Child screenings are completed annually at initial enrollment and then annually. Referrals are made for additional follow-up as indicated by the screening results	October 1, 2018 and ongoing
Parents receiving School Readiness Services will experience fewer instances of unemployment than parents on the waiting list for services	October 1, 2018 through September 30, 2019

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

We will monitor the utilization of School Readiness services by Clay county clients to ensure that maximum number of children possible are served. Additionally, we will survey parents both receiving and waiting for services to assess the effectiveness of child care assistance on employment. We will track the number of children screened and referred for additional services monthly. Lastly, child care providers will be monitored to ensure they are using an approved curriculum and in instances where they are not, a corrective action plan will be required.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2018-2019: \$62,987,085 Total projected revenue for Fiscal Year 2019-2020: \$63,304,106

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Clay County Government	108,000	108,000	.7%	112,000	.7%
Other Cities or Counties	217,206.00	217,206	1.4%	112,000	1.3%
State Funding	15,361,963	15,361,963	97.9%	221,206	98%
Federal Funding				16,442,456	
Foundations					
Program-Generated Revenue					
Program-Specific Revenue					
Total Revenue:	15,687,184	15,687,184	100%		100%

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	1,578,251		1,578,251	0.00%
Fringe Benefits	277,996		277,996	0.00%
Personnel Sub-total:	1,856,248		1,856,248	0.00%
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)	102,676		102,676	0.00%
Telephone	4,808		4,808	0.00%
Utilities	25,020		25,020	
Postage & Shipping	16,373		16373	0.00%
Printing & Publication	11,280		11,280	0.00%
Equipment Rental & Maintenance	38,754		38,754	0.00%
Travel	53,242		53,242	0.00%
Professional Development	53,498		53,498	0.00%
Office Supplies	25,780		25,780	0.00%
Program Supplies	127,819		127,819	0.00%
Dues and Subscriptions	3,115		3,115	0.00%
Direct Child Care Costs (OEL)	13,172,558		13,172,558	0.00%

Local Mileage	36,103		36,103	
Other				0.00%
Match Funds (Direct Child Care Costs)	112,000.00	112,000.00	-	100.00%
Operation Expenses Sub-total:	13,783,026	112,000	13,671,026	.81%
Total Expenses	15,639,274	112,000	15,527,274	.72%

3. Is County funding a mandated requirement? YES If yes, please explain requirement:

NO X

4. Schedule of Positions: 27

% of Budget Allocated to Administration: 7.65%

Position Titles and/or Employee Name	Full Time Equivalent*	FY 17/18 Actual Salary	FY 18/19 Estimated Salary	FY 19/20 Proposed Salary	% of Proposed Salary Increase
Chief Executive Officer	1	187,000	\$187,000	\$189,592	1.38%
Chief Financial Officer	1	105,964	\$110,988	\$112,953	1.6%
Fiscal Staff	10	620,343	\$543,699	\$554,664	2.0%
VP of HR	1	104,021	\$108,854	\$108,854	0.0%
HR Staff	6	218,893	\$284,071	\$291,546	2.63%
Director of IT (Manager Promoted to Director)	1	75,000	\$76,200	\$85,000	11.5%
IT Staff	1	31,200	\$31,200	\$32,000	2.56%
Executive assistant	1	50,502	\$51,310	\$53,788	4.8%
Chief of Program Administration	1	116,595	\$120,201	\$122,000	1.5%
Family Services Specialists	3	98,880	\$99,730	\$102,721	3.00%
Family Services Manager	1	43,260	\$44802	\$46,146	3.00%

^{*} Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

Clay County funding will be used solely for matching funds for the School Readiness program. One hundred percent of all county funds will be used to pay for child care direct services. Any administrative or other programmatic expenses will be paid out with state or federal funds. The \$112,000 will allow ECS to draw down \$1,754,667 in state and federal funding.

<u>Note</u>: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming? 100% of this grant goes to direct services programming with no administrative costs taken out. Overall for all grants and funding, administration costs for ECS are less than 8% and 92% of all funding goes to programming.

F. Other

- 1. Along with submission of the funding request, the following supporting documents shall be furnished:
 - IRS tax-exempt letter confirming 501(c)(3) nonprofit status
 - most recent Solicitation License; if exempt, submit exemption letter
 - Certificate of Liability Insurance
 - most recent IRS income tax return (Form 990)
- 2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit seven (7) copies of your completed application no later than 4:00 PM Monday, March 11, 2019 to:

Clay County Board of County Commissioners Attn: Budget Office PO Box 1366 477 Houston Street, 4th Floor Green Cove Springs, FL 32043

Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statues.

Executive Director	Board Chair	
Connie Stophe.	Derrick Smith	
(Type Name)	(Type Name)	
Connie Ston to	Derrich Stulle	
(Signature)	(Signature)	
2/22/2019	2/22/2019	
(Date)	(Date)	

Clay County Board of County Commissioners Nonprofit Agency Grant Application Funding request for FY 2019 - 2020

A. Applicant Information:

A multipant Name			
Applicant Name:			
Kids First of Florida, Inc.			
Physical Address:			
1726 Kingsley Ave, Suite 2			
Mailing Address:	City/State:	Zip:	
1726 Kingsley Ave, Suite 2	Orange Park, FL	32073	
Phone:	Fax:	• •	
(904) 278-5644 Ext 2006	(904) 278-5658		
Website:	· · · · · · · · · · · · · · · · · · ·	Federal Tax ID#:	
www.KidsFirstOfFlorida.org		43-1992162	
Executive Director:			
Irene M. Toto			
Primary Contact:	Title:	· · · -	
Kevin Davidson CFO			
Email:	•		
Kevin.Davidson@Firstinclay.org			
Amount Requested:	Amount Awarded (Bu	dget Office use only):	
\$45,000.00		-,	
	·		

1. Please provide a brief statement of your organization's mission and goals.

	ovide a offer statement of your organization's mission and goals.
Mission:	To ensure the safety of children through a holistic approach designed to support the
	health and well being of families.
Goals:	1. To keep at-risk children safe.
·-·	2. To provide services and ongoing outreach and education to the community in an effort
	to reduce child abuse and neglect.
	3. To finalize at least 50 adoptions in FY 2019 – 2020.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an <u>asterisk</u> in front of any program or service that is supported by County funds.

Kids First of Florida (KFF) is the non-profit Community Based Care (CBC) lead agency providing Child Welfare services to Clay County. KFF is one of eighteen Lead Agencies in the state of Florida. KFF was founded in 2003, in response to the Florida Legislature and the Department of Children and Families (DCF) initiative to privatize child welfare services. KFF joined the collective expertise and resources of local organizations to focus on the task of building a child protection system that is firmly rooted in the community. KFF focuses on children and families in Clay County. KFF currently employs approximately seventy staff, at our headquarters located on Kingsley Avenue, in Orange Park.

As the Lead CBC (Community Based Carc) Agency for Clay County, KFF manages the provision of the following services to children and families:

- ❖ Protective Supervision (Provide supervision of at risk children in Clay County)
- Foster Care (Provide a safe home-like environment for children removed from their own homes)
- ❖ Case Management (Provide case manager for each child in care)
- ❖ Adoption Case Management (Provide a case manager for each child in adoption placement or in the legal system to be adopted)
 - Adoption Subsidy (Provide payments to families who adopt a child)
- ❖ Independent Living (Provide ongoing support for former foster children who are between 18 to 23 years old)
- ❖ Placement (Locate a safe alternative living environment for children in care) Medicaid Assistance (Assist families and children in the foster care system to apply for Medicaid) Relative Caregiver /TANF Assistance (Help families and children to apply for assistance from the state)
- * Recruitment, Training and Licensing of Foster/Adoptive Parents (Develop community foster and adoptive homes)
 - Development of a comprehensive network of service providers and resources (Provide access to physical health, behavioral health and other needed services through a network of community providers)

All of the above services have been provided since 2004.

KFF continues to develop systems that efficiently and effectively care for vulnerable children and families by focusing on early intervention, assessment and coordinated services in order to assure family stabilization, reunification, and permanency for the children.

Cases are referred to KFF by DCF, as a result of a report of alleged abuse, neglect or abandonment to the Florida abuse hotline. The Child Protective Investigator (CPI) addresses allegations of child abuse, child neglect, abandonment or other special circumstances that affect the health and safety of the children. The CPI interviews all family members, observes family interaction and the conditions of the home to make a preliminary determination of risk to the child(ren).

If the CPI needs access to the 24/7 services of crisis counseling or family preservation, access can be sought through the established referral process with the provider. If it is determined that resources can be provided to the family without jeopardizing the safety of the child, they will be made available.

When it is determined that the child can remain safely at home, in-home services will be provided to the family by KFF on a voluntary basis, when possible or court ordered, if necessary.

Services such as crisis counseling and preservation services, in home and group parenting services, prevention assistance funding, individual, group and family counseling will be offered to the family intending to ameliorate those situations that brought the family to the attention of the agency, including mental health and substance abuse services. The Family Services Counselor monitors the family until it is determined that the family no longer needs services and the case can be closed.

If it is determined that, for the child's safety, it is necessary that removal from the family unit take place, the CPI notifies the KFF Placement Coordinator to seek appropriate shelter care placement. When children are removed from their homes, all efforts are made to ensure that the placements made will allow children to stay connected to their community, near families, friends and schools. Each child who comes

into care has a medical evaluation within 72 hours. This evaluation will include a dental, vision, and hearing screening with a referral for necessary services. Each child in care has a case plan that is developed within 30 days. The case plan is designed to identify and target those areas that put the children at risk and provide effective services to reduce that risk so the child can safely return home. KFF makes needed referrals for the children and parents to assure each of their needs are addressed and parents receive services to assist them in meeting the goals established in their case plan. The FSC has regular contact with family members and service providers to monitor the family's progress and coordinate case management activities. Reports to the court are made in compliance with Florida Statute.

3. Board Member Listing - Please provide a list of your agency's board members and their affiliation.

Affiliation
J.P. Morgan Chase
Buncome Technologies, Inc.
Law Offices of Joseph F. Pippen, Jr. & Assoc. PL
Regions Bank
WJW Associates, LTD

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

KFF provides children protective supervision, foster care, case management, independent living, adoptions, licensing of foster homes and child placement services. Additionally KFF provides prevention services to families in Clay County to keep children safe and to prevent the need for more intensive services. KFF utilizes County Funding to help in the provision of the services above.

2. Describe the grant's target population and benefits received from the citizens of the County.

The target populations are at risk children and families in Clay County.

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant.

Professional staff at KFF hold degrees from accredited universities and colleges. Many are also certified and/or credentialed in specific areas. Family Service Counselors are certified through the State of Florida.

Irene Toto, the Chief Executive Officer, holds a Master of Science in Mental Health and is a Licensed Mental Health Counselor. Irene has been working in the non-profit field for 36 years and holds a certification in Non-Profit Management from Rollins College. Irene has been the CEO for KFF since 2005.

Joanne Robertson, the Chief Operating Officer, holds a Master degree in Social Work from Boston University and is a Licensed Clinical Social Worker. Joanne has worked in the non-profit field for over 31 years with a specific concentration in the field of child welfare for approximately 23 years. Joanne has been the COO for KFF since 2017.

Kevin Davidson, the Chief Financial Officer, holds a Bachelor of Science in Accounting and a Master of Business Administration. Kevin has worked in the non-profit social services field for 29 years. Kevin has been with KFF since 2005.

KFF utilizes volunteers in various capacities, primarily around activities and events for children. A number of community groups, churches and service organizations have focused on specific target groups of youth and families to benefit from their volunteer activities.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage
Finalize at least 50 adoptions.	Starting July 1, 2019 and finalized by June 30, 2020
To maintain a community based system of care providing foster care, independent living and child welfare services.	Ongoing review of programmatic success indicators via DCF review and monitoring. Meet with DCF, on a quarterly basis, to assess the scorecard and key measurements.

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

KFF is a participant in the State-wide monitoring of ten contract performance measures, three additional critical measures and the Florida State Families Network (FSFN) Data Trends. There are regular on site monitoring of a number of programmatic and fiscal indicators by DCF. There is daily submission of data into the statewide data system which tracks progress on all measures. There is an extensive internal QA program monitored by our QA Manager which tracks statewide indicators as well as internal indicators.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2018 - 2019: \$9,849,473.00 Total projected revenue for Fiscal Year 2019 - 2020: \$10,280,307.00

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Clay County Government	\$45,000.00	\$45,000.00	0.46%	\$45,000.00	0.44%
Other Cities or Counties	-	-	0.00%	-	0.00%
State Funding	4,284,502.00	4,600,000.00	46.70%	4,800,000.00	46.69%
Federal Funding	4,694,929.00	4,960,000.00	50.36%	5,185,000.00	50.44%
Foundations	2,500.00	4,000.00	0.04%	4,300.00	0.04%
Program-Generated Revenue	184,542.00	205,000.00	2.08%	210,000.00	2.04%
Program-Specific Revenue	-	-	0.00%	-	0.00%
Individual, Church Donations	35,424.00	35,473.00	0.36%	36,007.00	0.35%
Total Revenue:	9,246,897.00	9,849,473.00	100.00%	10,280,307.00	100.00%

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	3,182,371.85	45,000.00	3,137,371.85	1.41%
Fringe Benefits	636,474.37	-	636,474.37	0.00%
Personnel Sub-total:	3,818,846.22	45,000.00	3,773,846.22	1.18%
Operating Expenses				
Occupancy	301,500	-	301,500	0.00%
Communications	73,000		73,000	0.00%
Postage & Shipping	14,000	-	14,000	0.00%
Printing & Publication	4,000	-	4,000	0.00%
Equipment Rental & Maintenance	8,000	-	8,000	0.00%
Travel	115,000	-	115,000	0.00%
Professional Development / Training	80,000	-	80,000	0.00%
Office Supplies	17,000		17,000	0.00%
Computers & Equipment	8,000	-	8,000	0.00%
Prof. Services	26,000	-	26,000	0.00%
Dues & Accreditation	2.000	-	2,000	0.00%

Temporary Employment	3,000	-	3,000	0.00%
Furniture / Equipment	10,000	-	10,000	0.00%
Recruitment	10,000	_	10,000	0.00%
Background Screenings	37,000	-	37,000	0.00%
Professional Services	30,500	-	30,500	0.00%
Vehicles	12,000	-	12,000	0.00%
Insurance	115,000	-	115,000	0.00%
Janitorial / Maintenance	15,000	-	15,000	0.00%
Storage	15,000	-	15,000	0.00%
Contracted Services	375,000	-	375,000	0.00%
Misc / Other Administration	33,000	-	33,000	0.00%
Foster, Group Homes, Adoptive	4,250,000	-	4,250,000	0.00%
Children Mental Health Services	95,051	-	95,051	0.00%
Family Preservation	57,797	-	57,797	0.00%
Family Support	29,059	-	29,059	0.00%
Visitation Reunification Services	30,246	-	30,246	0.00%
Adoption Services	11,308	_	11,308	0.00%
Other Client Services	555,000	-	555,000	0.00%
Prevention Services	40,000	-	40,000	0.00%
Foster Care Training / Pre-service	5,000	-	5,000	0.00%
Life Skills	1,000	-	1,000	0.00%
Safety Mgt Services	5,000	<u>-</u>	5,000	0.00%
Unallowable	30,000	-	30,000	0.00%
In- Kind	20,000	-	20,000	0.00%
Depreciation	20,000	-	20,000	0.00%
Fundraising	6,000	-	6,000	0.00%
Bank Charges	2,000	-	2,000	0.00%
Operating Expenses Sub-total:	6,461,461	-	6,461,461	0.00%
Total Expenses	10,280,307	45,000	10,235,307	0.44%

3. Is County funding a mandated requirement? No If yes, please explain requirement:

4. Schedule of Positions: 77

% of Budget Allocated to Administration: 6.0%

Position Titles and/or Employee Name	Full Time Equivalent*	FY 16/17 Actual Salary	FY 17/18 Budgeted Salary	FY 18/19 Proposed Salary	% of Proposed Salary Increase
A/P	1	39,491.71	41,071.38	41,892.81	2%
Receptionist	1	20,800.00	21,632.00	22,064.64	2%
Family Service Counselor Adoptions	1	40,771.52	42,402.38	43,250.43	2%
Family Service Counselor Adoptions	1	43,664.69	45,411.28	46,319.50	2%
Family Service Counselor Adoptions	1	40,771.52	42,402.38	43,250.43	2%
Family Service Counselor Adoptions	1	40,771.52	42,402.38	43,250.43	2%
Family Service Counselor Adoptions Supervisor	1	55,295.88	57,507.72	58,657.87	2%
Family Service Counselor Supervisor	1	48,900.28	50,856.29	51,873.42	2%
Family Service Counselor Supervisor	1	48,900.28	50,856.29	51,873.42	2%
Family Service Counselor Supervisor	1	48,900.28	50,856.29	51,873.42	2%
Family Service Counselor Supervisor	1	48,900.28	50,856.29	51,873.42	2%
Family Service Counselor Supervisor	1	48,900.28	50,856.29	51,873.42	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
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Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
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Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	37,080.00	38,563.20	39,334.46	2%
Family Service Counselor	1	37,080.00	38,563.20	39,334.46	2%
Family Service / ICPC Counselor	1	44,912.12	46,708.60	47,642.78	2%
Family Service / ICPC Counselor	1	39,338.32	40,911.85	41,730.09	2%
Family Service / ICPC Counselor	1	40,430.94	42,048.18	42,889.14	2%
Family Service / ICPC Counselor	1	40,430.94	42,048.18	42,889.14	2%
Family Service Counselor	1	37,080.00	38,563.20	39,334.46	2%
Family Service Counselor	1	37,080.00	38,563.20	39,334.46	2%
Family Service Counselor	1	37,080.00	38,563.20	39,334.46	2%
Family Service Counselor	1	38,110.00	39,634.40	40,427.09	2%
Family Service Counselor	1	38,110.00	39,634.40	40,427.09	2%
Family Service Counselor	1	38,110.00	39,634.40	40,427.09	2%
Family Service Counselor	1	38,110.00	39,634.40	40,427.09	2%
Family Service Counselor	1	39,140.00	40,705.60	41,519.71	2%
Family Service Counselor	1	39,140.00	40,705.60	41,519.71	2%
Program Director	1	54,590.00	56,773.60	57,909.07	2%
Program Director	1	68,711.86	71,460.33	72,889.54	2%
Program Director	1	55,000.00	56,784.00	57,919.68	2%
Records Specialist	1	20,800.00	21,632.00	22,064.64	2%
FSFN Accounting Coordinator	1	42,774.09	44,485.05	45,374.75	2%
Quality Assurance Supervisor	1	43,496.90	45,236.78	46,141.51	2%
Quality Assurance Coordinator	1	39,253.30	40,823.43	41,639.90	2%
Quality Assurance Coordinator	1	35,000.00	36,400.00	37,128.00	2%

Data Analysis	1	64,334.13	66,907.50	68,245.65	2%
Contract Manager	1	35,000.00	36,400.00	37,128.00	2%
Family Team Conference Coordinator	1	47,239.92	49,129.52	50,112.11	2%
Administrative Assistant	1	29,399.30	30,575.27	31,186.78	2%
Transporter Supervisor	1	32,864.00	34,178.56	34,862.13	2%
Administrative Assistant	ı	31,904.84	33,181.03	33,844.65	2%
Clerical Support	ı	29,800.78	30,992.81	31,612.67	2%
Family Support Worker	1	21,112.00	21,956.48	22,395.61	2%
Family Support Worker	ı	32,177.14	33,464.23	34,133.51	2%
Family Support Worker	1	28,581.12	29,724.36	30,318.85	2%
Family Support Worker	1	10,400.00	29,724.36	30,318.85	2%
Placement Coordinator	1	47,476.00	49,375.04	50,362.54	2%
License Counselor	1	42,828.93	44,542.09	45,432.93	2%
License Counselor	1	38,147.00	39,672.88	40,466.34	2%
License Counselor	1	38,147.00	39,672.88	40,466.34	2%
Rev Max Specialist	1	26,650.00	27,716.00	28,270.32	2%
Rev Max Specialist	Ī	26,650.00	27,716.00	28,270.32	2%
Rev Max Coordinator	1	27,040.00	29,120.00	29,702.40	2%
Rev Max / Clinical Supervisor	1	43,339.25	45,072.82	45,974.28	2%
Independent Living Supervisor	Ĭ	52,563.99	54,666.55	55,759.88	2%
Independent Living Counselor	1	37,080.00	38,563.20	39,334.46	2%
Program Support Coordinator	1	41,200.00	42,848.00	43,704.96	2%
FSC Certification Coordinator	1	43,496.90	45,236.78	46,141.51	2%
Family Finder	1	44,577.99	46,361.11	47,288.33	2%
Safety Services Coordinator	1	40,545.35	42,167.16	43,010.51	2%
Safety Services Supervisor	i	48,000.00	49,920.00	50,918.40	2%

	1				
Maintenance Worker	0.5	8,190.00	13,520.00	13,790.40	2%
	i .	l			

^{*} Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

KFF will utilize county funding to help subsidize the staff salaries for those who are providing children protective supervision, foster care, case management, independent living, adoption, licensing and placement services.

<u>Note</u>: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monics will be distributed up front nor for uses other than requested above.

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?

100% of the grant funding goes to support direct program service staff.

F. Other

- 1. Along with submission of the funding request, the following supporting documents shall be furnished:
 - IRS tax-exempt letter confirming 501(c)(3) nonprofit status
 - most recent Solicitation License; if exempt, submit exemption letter
 - Certificate of Liability Insurance
 - most recent IRS income tax return (Form 990)
- 2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.
- 3. Submit your completed application no later than 4:00 PM Monday, March 11, 2019 to:

Clay County Board of County Commissioners Attn: Budget Office PO Box 1366 477 Houston Street, 4th Floor Green Cove Springs, FL 32043 Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statues.

Executive Director	Board Chair
Irene M. Toto	Don Martin
(Type Name)	(Typê Name)
200	Con Hart
(Signature)	(Signature)
3/8/19	3/8/19
(Date)	(Date)

RECEIVED
PURCHASING DIVISION

2019 MAR 11 AM 9: 08

CLAY COUNTY BOARD OF

Clay County Purchasing Division 477 Houston Street PO Box 1366 Green Cove Springs, FL 32043

Receipt for Bid #:		
Company Name:	0	
Company Name:	of	Florida

Clay County Board of County Commissioners Nonprofit Agency Grant Application Funding request for FY 2019-2020

A. Applicant Information:

Applicant Name:		
Quigley House, Inc.		
Physical Address:		
3373 U.S. Hwy 17 Green Cove Springs, FL 32043		
Mailing Address:	City/State:	Zip:
P.O. Box 142	Orange Park, FL	32067-0142
Phone:	Fax:	
904-284-0340 x315	904-284-7650	
Website:	-	Federal Tax ID#:
www.quigleyhouse.org		59-2935027
Executive Director:		
Anadelle Martinez-Mullen		
Primary Contact:	Title:	
Anadelle Martinez-Mullen	Chief Executive Office	r
Email:		
amartinez@quigleyhouse.org		
Amount Requested:	Amount Awarded (Bu	dget Office use only):
\$70,170		

1. Please provide a brief statement of your organization's mission and goals.

Mission:	Our Mission is to provide advocacy and empowerment to victims of domestic violence and sexual assault while providing community education to heighten awareness.
Goals:	1. Our number one priority is victim safety. Emergency shelter, the 24-hour hotline, and other core services are designed to provide safety and meet the immediate, basic needs of victims and their children.
	2. We aim to break the generational cycle of violence through awareness and prevention efforts. Our goal is to challenge the mindset and behaviors that promote violent relationships, make the public aware of our free services, and influence how others respond/report incidents of domestic and/or sexual violence.
	3. Wrap around services such as case management, legal assistance, and economic justice advocacy reduce barriers survivors face when escaping abuse. Our goal is to give survivors the tools to live stable and self-sufficient lives while decreasing future incidents of violence.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an <u>asterisk</u> in front of any program or service that is supported by County funds.

Domestic Violence is a critical issue in Clay County, Florida. One-third of violent crimes in our county are domestic related and while crime is down overall, incidents of domestic violence and sexual assault remain the same. Quigley House is the only certified Domestic Violence and Sexual Assault Center for residents in Clay County. We understand the complex needs that victims of domestic/sexual violence present and are best positioned to meet those needs. Quigley House's mission is to provide advocacy and empowerment to victims of domestic violence and sexual assault while providing community education to heighten awareness.

Quigley House is a trusted partner in North Florida. Our organization has served thousands of victims of domestic violence for nearly 30 years, and victims of sexual assault for 21 years. In 2018, we provided safe shelter to 271 victims and their children and served an additional 1,000 individuals through outreach programs. Pets are welcome too, allowing the entire family to be safe. Quigley House often operates at or near capacity year round with an average stay of 3 ½ weeks. Specially trained staff and volunteers provide advocacy and accompaniment to survivors of sexual assault 24/7 as well. Last year, staff provided 1,264 hours of sexual assault counseling and accompanied survivors in 38 forensic medical exams. All services are free and confidential. At Quigley House, we believe in taking a collective stand to end domestic violence and sexual assault in our community. To that end, we reach tens of thousands of individuals through community education and professional trainings each year.

Quigley House provides the following free services to victims of domestic violence and/or sexual assault:

- *24 Hour Emergency Shelter- Domestic violence victims and their families may stay in shelter anywhere from a few days to eight weeks or longer depending on the case. This service has been offered for 30 years.
- *24-Hour Crisis Hotline- Staffed by trained advocates who provide crisis intervention, safety planning, and information and referral to primary and/or secondary victims of domestic violence. This service has been offered for 30 years.
- *Individual and Group Counseling* In-shelter as well as outreach (in the community) counseling is offered to victims of domestic violence and sexual assault, helping survivors understand the dynamics of power and control. This service has been offered for 30 years.
- *Advocacy Advocates are responsible for meeting participant's immediate needs- safe shelter, food, clothing, necessities. In addition to meeting basic needs, Advocates offer the emotional support that facilitates healing. Advocates also answer the hotline and engage in safety planning. This service has been offered for 30 years.
- *Victim Advocacy- Victim Advocates may be located at the courthouse, shelter, or outreach center. Advocates assist victims of domestic violence and sexual assault in obtaining services from social service agencies, legal and judicial system, medical and educational personnel, as well as from social service agencies. The Victim Advocate provides service management, counseling, advocacy, support, crisis intervention, safety planning, lethality assessment, and follow up services to Quigley House adult clients and their families. Victim Advocates also help survivors secure safe, affordable

- housing through the ESG (Emergency Solutions Grant-Rapid Rehousing) program. Advocacy has been offered for 20 years and the ESG program for 5 years.
- Sexual Assault Advocacy- Trained advocates are available, 24 hours a day/365 days a year, to provide on-the-scene advocacy, crisis intervention, and support after a sexual assault report. This service has been offered for 20 years.
- Injunction for Protection Project Attorney- the Attorney provides legal counseling and represents domestic violence victims so they may obtain injunctions for protection against violence from their abusers. This service has been offered for two years.
- **Economic Justice-** Clients receive access to training and resources in order to address the economic conditions that create barriers to long-term independence and safety of survivors and their children. This service has been offered for two years.
- *Child Assessment and Counseling- Each child in shelter receives an assessment to evaluate their needs and the most appropriate support services. Our Child Advocate engages children in healing activities, teaches coping and conflict resolution skills, and helps them create a plan to stay safe upon leaving shelter. The Child Advocate also works in the community to educate others on healthy relationships. The Child Advocacy and Counseling programs have been provided for 24 years.
- Primary Prevention Program- We believe in taking a collective stand as a community to prevent domestic violence before it begins. Primary prevention strategies introduce values and ways of thinking that promote healthy, non-violent relationships. Staff and volunteers work with children in early learning centers through college students. In February 2019, staff visited 11 Clay County Junior High and High Schools for Teen Dating Violence Prevention Awareness. Nearly 1,200 students pledged to maintain healthy relationships free from violence. This program has been provided for 10 years.
- Community Education- Quigley House also delivers professional trainings to law enforcement officers, members of the judicial system, medical personnel and others who come into contact with victims of domestic violence and/or sexual assault. Staff members also participate in events to promote awareness of our services. Quigley House has provided Community Education Services for 30 years.
- Case Management- Each participant works with a Victim Advocate to assess needs, coordinate services, and develop an individualized plan. Participants receive information and referral to the appropriate agencies for housing assistance, WAGES/TANF benefits, job training, etc. Quigley House has provided case management services for 30 years.
- Sexual Assault Center Certified by the Florida Council Against Sexual Violence (FCASV), Quigley House's Sexual Assault Center is the only certified provider of sexual assault services in Clay County. A Sexual Assault Counselor is available on-call 24-hours a day, 365-days a year to respond to the health and advocacy needs of victims upon sexual assault. Staff respond to calls in the field, work with local law enforcement, contact the licensed physician and Sexual Assault Nurse

Examiner, stay with the victim throughout the forensic exam, and provide continued support through advocacy and counseling. This service has been offered for 6 years.

- **Pet Shelter** An on-site Pet Shelter Program with a 10-run dog kennel and a 160sft. small animal facility allows victims to bring their pets with them as they seek refuge from abuse. Our program is one of only a few such programs in the State of Florida! This service has been offered for 10 years.
- 3. Board Member Listing Please provide a list of your agency's board members and their affiliation.

Board Member	Affiliation
Kathy Hester	RN, Supervisor of Nursing
	Orange Park Medical Center, HCA Healthcare
Jerry Coxen, Jr.	Investigations, Public Defenders Office
David Mullennix	Criminal Investigator, Public Defenders Office
Shannah Kosek	Supervisor, Adult & Community Education, Clay County School District
Raynetta Marshall	Engineer, JEA
Wayne McKinney	Chief of Support Services Division, Clay County Sheriff's Office
Lorin Mock	Acting County Manager
Esther Nichols	CPA, The Nichols Group
Janie M. Simpson	Licensed Clinical Social Worker, Retired
Nancy Edelenbos	Retired Nurse
Billi West	Branch Manager, Network Funding
	Business Owner
Latanya Peterson	Consultant

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

Victim Advocates may be housed at the courthouse, shelter, or outreach center. Victim Advocates meet with and evaluate the needs of clients served by Quigley House and throughout the community. They provide crisis intervention, case management, safety planning, and referrals to other service providers. Understanding that victims may be intimidated by the judicial system and unsure of options available to them, the advocate plays an important role guiding clients through the legal process. Advocates may assist victims with filing injunctions

for protection, accompany them to court proceedings for support, or help them file victim's compensation claims. Quigley House's attorney and Victim Advocates work closely with the Clerk of Courts and the State Attorney's Office. In FY2017-2018, Victim Advocates provided 1,484 advocacy hours.

The **Child Advocacy Program** provides healing activities for children sheltered at Quigley House. The Child Advocate leads individual and group sessions with topics including how to employ strategies to stay safe, conflict resolution, and setting healthy boundaries. The Child Advocate also leads activities for the children while their parent participates in group counseling. Each child receives an assessment to identify their needs and provide referrals if needed. In FY 2017-2018, the Child Advocate provided 207 child assessments.

Sexual Assault Therapy- We hope to expand our therapy services offered by the Sexual Assault Center. We seek to fund a part-time Therapist to reduce trauma and long-term consequences following an assault.

We are truly grateful for Clay County Government's partnership and dedication to the Sexual Assault Center. Since Quigley House began providing forensic medical exams for the county, we have witnessed a growing demand for services. In 2017, the Florida Dept. of Law Enforcement reported 133 incidents of sexual assault and 41 incidents within the context of domestic violence. CCSO reported a rise in both sexual assault and domestic violence reports in 2018. Last year, staff conducted 38 forensic medical exams and provided over 1,200 counseling hours. In an effort to enhance services offered, we added a support group specifically for teen survivors of sexual violence. Quigley House provides the following services for survivors of sexual assault.

Core Services

- 1. 24/7 hotline services
- 2. Information and referral
- 3. Crisis intervention
- 4. Advocacy and accompaniment services
- 5. Community awareness
- 6. System coordination

Enhanced Services

- 1. Support groups/personal growth groups
- 2. Therapy
- 3. Prevention/risk reduction education
- 4. Medical intervention/forensic evidence collection
- 2. Describe the grant's target population and benefits received from the citizens of the County.

Quigley House primarily serves Clay County victims of domestic violence and sexual assault. Last year, 95% of clients were Clay County residents. At times, we do provide shelter to victims outside the county when nearby shelters reach capacity or if deemed safer to leave their own community. We always keep a room available for Clay County residents. Quigley House services are available to all individuals without discrimination. In FY2017-2018, we served 81% female and 19% males; 67.4% White, 18.5% African American, 8.2% Hispanic or Latino, .6% Asian American, .2% American Indian, 5% Other.

Additionally, of those we served in 2018, 28% were under the age of 18, 11% were ages 18-24, 59% were ages 25-59, and 2% were older than 60. Approximately half of participants in shelter were children.

Typically, individuals have exhausted all other options when they turn to us for services. Once a person enters shelter, additional needs are usually identified. Victim Advocates are able to help victims in a number of ways that lead to independence and self-sufficiency, for example, securing a job and affordable housing. The needs for safe housing and economic resources to maintain housing are the two most pressing concerns amongst individuals leaving abuse. Offering emergency shelter reduces the number of displaced or homeless families, as domestic violence is the leading cause of homelessness for women. With support from our partner organizations and donors, we are able to provide all basics needs, such as food, clothing, personal items, diapers, and over-the-counter medications. Participants in shelter and outreach also receive vouchers to the Thrift Store for clothing and other household items. We offer transportation to job interviews, medical appointments, and counseling. The Child Advocacy program allows children who have witnessed and felt the stress of domestic violence in their life a chance to heal. When victims and their children are able to live and work without fear and interference from their abuser, the result is a more stable workforce and healthier community.

Studies show that domestic and sexual violence has an enormous economic impact. According to a study by the Center for Disease Control and Prevention, the cost of intimate partner violence exceeds \$5.8 billion each year, \$4.1 billion of which is for direct medical and mental health services. After homicide, sexual violence is the most costly violent crime in the U.S., costing \$151,423 per incident (DeLisi, et al., *The Journal of Forensic Psychiatry & Psychology* Vol. 21, No. 4, August 2010). Sexual violence survivors experience reduced income in adulthood as a result of victimization in adolescence with a lifetime income loss estimated at \$241,600. Sexual abuse also interferes with an individual's ability to work. Fifty percent of sexual violence victims had to quit or were forced to leave their jobs following an assault.

Early intervention can mitigate costs and consequences. A 2006 study found that when victims receive advocate-assisted services following assaults, they receive more referrals and services and experience less trauma and psychological distress. Survivors with advocates are 59% more likely to have police reports taken that survivors without advocates, whose reports were only taken 41% of the time. Supportive interventions and therapy help prevent complex, long term health and mental health struggles among survivors.

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant.

Victim Advocate

Qualifications: BA in human services field with experience in crisis intervention and working with victims of domestic violence preferred. AA or equivalent considered with at least two years applicable experiences. HS diploma or GED considered with at least four years applicable experience preferably working in a certified domestic violence center. The Victim Advocate receives Core Competency Certification from the

Florida Coalition Against Domestic Violence and Advocacy Core Training from the Florida Council Against Sexual Assault.

Responsibilities include:

- Direct services to shelter and/or adult domestic violence and/or sexual assault clients. Services include case management, crisis intervention, legality assessment, safety planning, advocacy, information and referral, and assistance filing victims' compensation.
- Contact and follow-up with referral providers to ensure that victims' needs are being met.
- Participate in coordinated community response meetings and other related community support meetings to further implement services for victims. Network with referral sources and other service providers as appropriate.
- Assists victims with completing, filing, and obtaining an IFP as well as support, preparation and accompaniment to civil court hearings.
- Provides support, preparation and accompaniment for victims regarding criminal court hearings as well as obtaining services from the State Attorney's Office.
- Preserves integrity and quality of client service programs by maintaining accurate and thorough statistics and records of domestic violence and sexual assault client services and staff activities.
- Participates in community education presentations and/or public relations events promoting Quigley House services and domestic violence education/prevention programs.

Child Advocate

Qualifications: Minimum high school diploma; two years of college preferred. Child Advocate must have experience in working with children. Completion of advocacy training required within three months of hire. Child Advocate must be certification in first aid and C.P.R. Child Advocate receives Core Competency Certification from the Florida Coalition Against Domestic Violence and Advocacy Core Training from the Florida Council Against Sexual Assault.

Responsibilities include:

- Coordinates basic needs assessment, intervention, and supportive counseling services for children.
- Provides guidance and counseling services in a group setting to children in shelter.
- Provides evening activities to children in shelter through educational and recreational activities to include but not limited to, tutoring, birthday parties, and holiday events.
- Maintains contact with child's counselor and parent regarding their behavior, progress, and notes any concerns.

Sexual Assault Therapist

Quigley House seeks to fund a part-time Licensed Therapist. Qualifications include:

- Minimum of a Master's Degree in psychology, social work, or related area. State of Florida License
 or license eligible: LCSW or LMHC. Clinical experience with emphasis on domestic violence or
 sexual assault is preferred.
- Knowledgeable about the principles of sound therapeutic practices with survivors of sexual violence, working with the continuum of sexual violence services.

- Evidence of using therapeutic practices including alternative/holistic methods of healing from trauma.
- Completion of ACT (Advocacy Core Training) training from the Florida Coalition Against Sexual Violence
- *Therapy is a Direct Service Standard for certification through the Florida Coalition Against Sexual Violence

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage
Hire Sexual Assault Therapist	Q1
Provide 400 sexual assault counseling hours	Ongoing- total by the end of FY2019-2020
Provide shelter to 260 individuals.	Ongoing- total by the end of FY2019-2020
Provide 1,000 domestic violence counseling hours	Ongoing- total by the end of FY2019-2020
200 children served by Child Advocate	Ongoing- total by the end of FY2019-2020
Assist 120 clients with filing for Victims Compensation	Ongoing- total by the end of FY2019-2020
Provide 1,200 units of Information and Referral to other services, supports, and resources (including legal, medical, and other social services)	Ongoing- total by the end of FY2019-2020
97% of adult victims in shelter more than 72 hours will have a safety and security plan when they leave shelter.	Ongoing
97% of adult survivors leaving emergency shelter will have a case management in place.	Ongoing
20% of adults leaving emergency shelter will receive housing assistance.	Ongoing

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

At Quigley House, our first responsibility is to the victim. We provide the necessary services to guide domestic violence and sexual assault victims through the healing process while respecting each individual's wishes and needs. Successful completion is difficult to measure for some of our services. We measure our success by the successes of our clients. These can include: calling the crisis hotline in the first place (which takes a lot of courage), finding a job, relocating, pursuing legal and criminal charges, or regular attendance at support groups.

Program success is measured through various means. These may include follow-up surveys and questionnaires. Participants are asked to fill out a survey; once the survey is complete the survey is placed in a sealed envelope and placed in the CEO's mailbox.

Participants are asked:

- 1. If they felt safe and their confidentiality was maintained.
- 2. If they developed strategies to enhance safety.
- 3. If they gained knowledge of community resources.

We measure the effectiveness of our Child Advocacy Program through exit surveys. Each resident leaving the shelter completes an exit survey, which includes the following questions:

- a. My child seems less angry and less easily upset
- b. I have noticed my son(s) or daughter(s) are getting along better with others
- c. My child has benefited from counseling
- d. The Child Advocate related well to my child
- e. I felt comfortable talking about my child

We report monthly activities and progress to our certifying agencies, funders, and the Board of Directors. Each program participant and unit of service is tracked. Staff also track the number of presentations/professional trainings to measure our reach in the community.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2018-2019: \$1,922,963

Total projected revenue for Fiscal Year 2019-2020: \$2,037,791

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Clay County Government	\$44,235	\$51,412	2.67%	\$70,170	3.44%
Local: United Way	\$77,345	\$74,694	3.88%	\$72,500	3.56%
State Funding	\$429,245	\$499,179	25.96%	\$551,412	27.06%
Federal Funding	\$609,211	\$811,998	42.23%	\$903,009	44.31%
Foundations	\$115,731	\$159,880	8.31%	\$112,000	5.5%
Program-Generated Revenue-Fundraising	\$61,151	\$58,000	3.02%	\$60,000	2.94%
Program-Specific Revenue-Alternatives	\$22,325	\$0	0%	0	0%
Program-Specific Revenue-Public Contributions	\$77,294	\$70,300	3.66%	\$69,700	3.42%

SAC-Victim's Compensation	\$3,000	\$3,500	.18%	\$3,500	.17%
Interest Income	\$4,845	\$5,000	.26%	\$5,500	.27%
Thrift Store	\$210,281	\$189,000	9.83%	\$190,000	9.32%
Total Revenue:	\$1,654573	\$1,922,963	100%	\$2,037,791	100%

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	\$1,303,965	\$55,123	\$1,248,842	4.23%
Fringe Benefits	\$182,555	\$15,046	\$167,509	8.24%
Personnel Sub-total:	\$1,486,520	\$70,169	\$1,146,351	4.72%
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)	\$114,000	\$0	\$114,000	0%
Telephone (Shelter/Admin only)	\$50,000	\$0	\$50,000	0%
Postage & Shipping	\$2,000	\$0	\$2,000	0%
Printing & Publication	\$1,500	\$0	\$1,500	0%
IT Computers/ Equipment/Maintenance	\$59,771	\$0	\$59,771	0%
Property/Liability Insurance	\$42,000	\$0	\$42,000	0%
Professional Development	\$10,000	\$0	\$10,000	0%
Office Supplies	\$15,000	\$0	\$15,000	0%
Professional Services(Legal/Accounting)	\$19,000	\$0	\$19,000	0%
Education & Prevention, Website	\$1,500	\$0	\$1,500	0%
Direct Client Expenses (Food & Consumables)	\$75,000	\$0	\$75,000	0%
Security/Fire Monitoring	\$5,000	\$0	\$5,000	0%
Sexual Assault Center	\$55,000	\$0	\$55,000	0%
Thrift Store (excluding salaries)	\$70,000	\$0	\$70,000	0%
Dues (subscriptions, licenses, fees)	\$8,000	\$0	\$8,000	0%
Fundraising Expenses	\$20,000	\$0	\$20,000	0%
Other	\$3,500	\$0	\$3,500	0%
Operation Expenses Sub-total:	\$551,271	\$0	\$551,271	0%
Total Expenses	\$2,037,791	\$0	\$1,967,622	3.44%

3. Is County funding a mandated requirement? YES X NO If yes, please explain requirement:

In addition to funding these three key positions, many of our Federal grants require us to supply "Matching" funds in order to receive federal funding. The Clay County grant serves as matching funds to fulfill the matching requirement needed to secure federal funds.

4. Schedule of Positions: 35.83 FTE

% of Budget Allocated to Administration: 16.1%

Position Titles and/or Employee Name	Full Time Equivalent*	FY 17/18 Actual Salary	FY 18/19 Estimated Salary	FY 19/20 Proposed Salary	% of Proposed Salary Increase
CEO	1.0	\$111,834	\$99,000	\$101,970	3.00%
Administrative Assistant	1.0	\$ 37,886	\$38,688	\$39,850	3.00%
Receptionist	1.0	\$ 13,842	\$25,709	\$26,480	3.00%
Director of Shelter Services	1.0	\$49,755	\$50,000	\$51,500	3.00%
Resident Advocates	8.0	\$105,787	\$174,710	\$214,823	22.96%
Victim Advocates	2.0	\$41,061	\$59,906	\$58,675	3.11%
CPI Advocate	1.0	\$21,441	\$31,200	\$32,135	3.00%
Child Advocate	1.0	\$23,031	\$28,080	\$29,900	2.92%
Lead Victim/Resident Advocate	1.0	\$41,492	\$32,760	\$32,760	0%
Community Education Specialist	1.0	\$19,615	\$29,120	\$30,000	3.02%
Maintenance Coordinator	1.0	\$20,935	\$24, 960	\$25,700	2.96%
Director of Sexual Assault Services	1.0	\$45,943	\$50,000	\$52,000	4%
Sexual Assault Advocates (1 FT + weekend on call)	1.3	\$32,742	\$31,200	\$32,100	2.88%
Sexual Assault Therapist	1.0	\$0	\$0	\$26,000	0%
Sexual Assault Counselor	1,0	\$ 34,665	\$34,840	\$34,840	0%
Finance Director	1.0	\$52,130	\$54,080	\$53,560	96%
IFP Attorney (Injunction for Protection)	1.0	\$ 62,143	\$68,202	\$70,240	2.99%
IFP Paralegal	1.0	\$0	\$37,440	\$37,440	0%
Economic Justice Advocate	1.0	\$35,771	\$ 36,067	\$37,150	3.00%
Finance Assistant	1.0	\$ 41,475	\$40,560	\$39,100	-3.60%
Outreach Advocate	1.0	\$ 19,688	\$34,320	\$35,350	3.00%

Volunteer Coordinator	1.0	\$37,692	\$29,994	\$30,850	2.85%
Development Asst./Grant Compliance Specialist	1.0	\$ 20,831	\$29,120	\$29,950	2.85%
Development Director	1.0	\$48,012	\$52,000	\$53,560	3.00%
Thrift Store Staff	3.5	\$ 104,388	\$125,274	\$129,032	3.00%%
Total	35.83	\$ 1,012,158	\$1,214,230	\$1,303,965	7.39%

^{*} Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

The Clay County Grant provides funding for three very key positions in the organization – the Child Advocate, one of our two Victim Advocates and a part-time Sexual Assault Therapist. The Child Advocate works with children living in shelter and offers structured healing activities and counseling to learn better ways to cope with life than the violent and abusive environment they came from. The Victim Advocate is responsible for providing Quigley House Courthouse-based and Outreach services, including safety planning, crisis intervention and assisting victims of domestic violence and sexual violence in obtaining services from the legal and judicial system as well as social service agencies, and serves as liaison with the judicial system. The Sexual Assault Therapist is responsible for providing professional trauma informed, psycho-educational counseling and/or crisis intervention to individuals and family members who are survivors of domestic violence and/or sexual assault.

<u>Note</u>: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming? 76.3% of funding goes to Programming; 23.7% to Administration

- 1. Along with submission of the funding request, the following supporting documents shall be furnished:
 - IRS tax-exempt letter confirming 501(c)(3) nonprofit status
 - most recent Solicitation License; if exempt, submit exemption letter
 - Certificate of Liability Insurance
 - most recent IRS income tax return (Form 990)
- 2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.
- 3. Submit seven (7) copies of your completed application no later than 4:00 PM Monday, March 11, 2019 to:

Clay County Board of County Commissioners Attn: Budget Office PO Box 1366 477 Houston Street, 4th Floor Green Cove Springs, FL 32043

Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statues.

Executive Director	Board Chair	
Anadelle M. Martinez-Mullen	Kathryn Hester	
(Type Name)	(Type Name)	
anadur Mr. Muller	Alster	
(Signature)	(Signature)	
03/11/2019	03/11/2019	
(Date)	(Date)	

RECEIVED PURCHASING DIVISION

2019 MAR 11 PM 2: 49

SLAY COUNTY BOARD OF

Clay County Purchasing Division 477 Houston Street PO Box 1366 Green Cove Springs, FL 32043

Receipt for Bid #:	
Company Name:	

Clay County Board of County Commissioners Nonprofit Agency Grant Application Funding request for FY 2019-2020

A. Applicant Information:

Applicant Name:		
Clay Behavioral Health Center, Inc. (CBHC)		
Physical Address:		
3292 County Road 220, Middleburg, FL 32068		
Mailing Address:	City/State:	Zip:
3292 County Road 220	Middleburg	32068
Phone:	Fax:	
904-291-5561	904-291-5575	
Website:	Federal Tax ID#:	
www.ccbhc.org	w.ccbhc.org 59-221931'	
Executive Director:		
Irene M. Toto, LMHC		
Primary Contact:	Title:	
Tina M. Swathwood	Director of Business Operations	
Email:		
Tina.Swathwood@Firstinclay.org		
Amount Requested:	Amount Awarded (Budget Office use only):	
\$400,000		
- · · · · · · · · · · · · · · · · · · ·		

1. Please provide a brief statement of your organization's mission and goals.

Mission:	Mission Statement: Clay Behavioral Health Center is dedicated to improving the quality of life for Clay County residents by providing affordable mental health and substance abuse services through a comprehensive community-based approach to care. Vision Statement: Building a Healthier Community, One Life at a Time.
Goals:	1. Create and sustain healthy communities that support prevention and wellness in areas where people live, learn, work and play. Streamline services and reduce barriers to services.
	 2. Advocate for increased access to behavioral health services, adequate funding and a place in the overall continuum of healthcare services. Maximize agency resources and maintain fiscal responsibility. 3. Increase community awareness of behavioral health issues.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an <u>asterisk</u> in front of any program or service that is supported by County funds.

ACCESS/EMERGENCY SERVICES

- * Crisis Intervention Triage and/or referral for people experiencing mental health and substance abuse problems can be obtained by dialing 904-291-5561 x 5002, 24 hours a day. Walk in intervention is also available Monday-Friday, during regular business hours. (31+ years)
- * Intake/Admission Screening Assessment for services and financial assistance to pay for services can be obtained on walk in basis Monday through Friday. The Agency also offers Open Access allowing individuals to walk in without an appointment and be seen by a counselor, based on availability, Monday through Friday 8:00am 4:00 pm. If a counselor is not available, an appointment will be scheduled for an intake. (31+ years)
- * Mobile Response Team CBHC recently became the provider of Mobile Crisis Services to individuals up to age 25 who live in Clay County and are experiencing a mental health crisis. Services available 24/7 365 days a year with a 60-minute response time. CBHC is coordinating crisis response in collaboration with community partners including the Clay County School District and local law enforcement. (in implementation phase)

MEDICAL SERVICES

* Medication Management – CBHC provides Psychiatric Evaluations and Medication Management follow-up services for Clay County residents who have mental health or behavioral illnesses that require medication. These services are provided by a staff of licensed Psychiatrists, Physicians, Nurse Practitioners, Registered Nurses, and Certified Medical Assistants. This also includes injections, prior authorizations, and collaboration/coordination with other programs and organizations. For example, case management services, outpatient counseling services, substance abuse services, Clay County schools, Clay County jail system, and other community wide organizations.

CBHC has several programs to assist clients who are low income or uninsured in obtaining costly psychotropic medications which they can't afford or have access to. The **Indigent Drug Program** (IDP) obtained through our state contract for over 30 years, provides access to over \$50,000 annually for discounted psychotropic medications. The **Patient Assistance Program** provides needed medications through drug companies that offer medications to these clients through an application process. Approximately 100 county residents are participating currently. They are receiving over \$800,000 annually in psychotropic medications from this particular program. **Americares** is a program which provides donated medications to medical providers. CBHC applied for membership in 2015 when psychotropic medications were added to the available stock. These medications are available to any one of our approximately 1500 active medication management clients that exhibit the need.

* Health Matters - SAMHSA grant funded program to provide Integrated Health Care in a behavioral health setting. Our program provides primary care 40 hours per week at our County Road 220 location in Middleburg. Also, through the grant, we provide groups and classes in order to promote health and wellness. Target participation of 101 clients was met for year one as well as 248 for year two. We currently have met and exceeded our third-year goal of 387 participants. The goal is to improve client outcomes based on treating the person as a whole person; integrating mental and physical health while providing support and coping skills, not just treating isolated symptoms. Grant will end September 30, 2019. We will provide transition services to our clients linking them with primary care providers in the community to continue to promote and integrate physical health with their psychological wellbeing. (5 years)

CLINICAL SERVICES

Intensive Family Services

- * In-home Family Counseling and Reunification Program provides prevention, intervention, preservation, and treatment services to high risk families involved with the child welfare system. These families have had children removed from the home due to abuse and neglect or are at risk of having their children removed. Services are individualized and may be provided in home or out of home depending on the family's needs. The goal of services is to preserve and/or reunify families. The client is successfully discharged upon completion of their treatment plans goals which are developed with the child, family, and clinician. (12 years)
- * Trauma-Informed Care Certified Trauma Professionals available to assist in providing treatment to children and adults in Clay County who are experiencing a traumatic event. Trauma Clinicians participate with DCF, Kids First of Florida and Law Enforcement. Crisis Intervention services available to those experiencing an immediate traumatic even such as but not limited to death of a parent, death of a child, fire, suicide, etc. The client is successfully discharged upon completion of their trauma informed treatment plans goals which are developed with the child, family, and clinician; utilizing trauma focused cognitive behavioral therapy. (7 years)
- * In-home Parenting Education and Support Preventative services for parents who are at risk of losing their children or are requesting more skills to better parent their children in their home utilizing evidenced based practices. Active engagement and homework completion for 10 parent education and support session clients will be successfully discharged and receive a certificate of completion. Attendance certificate will be given if they showed up for each session and were not actively engaged and showing behavior changes. (11 years)
- * Parenting Co-parenting- Program to assist parents who are not living together but co-parenting their children. Services are provided to each parent individually in an environment that is comfortable to them. Active engagement and homework completion for 10 parent education and support session clients will be successfully discharged and receive a certificate of completion. Attendance certificate will be given if they showed up for each session and were not actively engaged and showing behavior changes. (6 years)
- * Parenting In-jail- Program provides evidenced based services to a parent who is in jail and in need of parent education, sessions occur at the jail. Active engagement and homework completion for 10 parent education and support session clients will be successfully discharged and receive a certificate of completion. Attendance certificate will be given if they showed up for each session and were not actively engaged and showing behavior changes. (6 years)
- * Parenting Group- Treatment services for parents who have lost custody of their children and are in need of an evidenced based parent education program. Program meets in an office setting. Upon completion and active engagement of entire six parenting groups participants will receive a certificate of completion. Attendance certificate will be given if they showed up for each session and were not actively engaged and showing behavior changes. (22+ years)
- * Therapeutic Visitation- Court ordered visitation with a master's level clinician. Sessions are driven by the child's willingness to share and process feelings regarding removal or lack of contact with the guardian. Three therapeutic visitations are given and then a letter regarding clinical recommendations are given to the CPI/FSC. (3 years)

Adult Community Based Services

* **Psychosocial Rehabilitation** – Intensive outpatient program for adults with serious and persistent mental illness, focuses on independent living, pre-vocational and coping skills. (30+ years)

- * Life Skills Structured education and counseling curriculum to develop coping/emotion regulation, communication and interpersonal skills. Evidence based treatment utilizing the Dialectical Behavioral Therapy model. (23+ years)
- * Lombard Apartments Supported Housing Four apartments able to house eight clients who are receiving case management services and who have an income to support independent living. (22+ years)
- * Vocational Services Support in finding, maintaining and keeping competitive employment. Includes job coaching and on-call support to clients and employers. The vocational program has two contracts with the Department of Education (VR) for Supported Employment and Employment Services. (23 years)
- * **Drop-in Center** Consumer-run peer support, providing social and recreational opportunities for clients during non-treatment hours. (27+ years)
- * Adult Crisis Alternative Program (ACAP) A short-term community-based alternative to hospitalization for people with mental illness. Designed to serve clients who are in need of respite services to avoid the need for more restrictive and intensive interventions. The service may also be utilized by individuals who have been hospitalized for psychiatric care, and are now ready for a less restrictive setting, but not ready to be discharged home. It is a six-bed adult facility with 24-hour staff. Performance indicators for most recent quarter show that 95% of persons receiving services will not require a higher level of care within 30 days of admission, and 95% of persons served will achieve an increased level of functioning from admission to discharge. (15 years)
- * Unashamed Overcoming victimization of sexual abuse. Unashamed is a 12-week program that meets weekly. Information covered will include: effects of victimization; emotions; identifying personal strengths; learning coping skills; understanding ambivalence; managing intrusive thoughts; the psychobiology of trauma; establishing boundaries; and building self-esteem. Participants can obtain individual counseling as a part of the group. (2 year)
- * The Loss/Grief Group This is a 10-week group that meets weekly at the Knight Boxx location. This group will serve adult men and women who have experienced a grief or loss issue, such as loss of job, limb, health, loved one, home, divorce, and so forth. The information covered will include the following: dealing with loss; exploring myths about grief; learning about the differences between mourning and grieving; identifying supports; increasing self-care; developing coping skills; and starting the recovery journey. Participants may obtain individual counseling as a part of the group. The group is "open" for two sessions then closes though clients may still be referred and will be seen individually until the new group cycle opens. (2 years)
- * After Life Skills is a group targeted for adult clients who have successfully completed the Life Skills program and desire continued interactions to incorporate learned skills to manage interpersonal interactions, regulate their emotions, and tolerate distress. The purpose is to provide client's opportunity to process current events in their own life that have necessitated the use of learned skills and to share successes and barriers to their continued progress. The group is an open group meeting twice monthly. (22+ years)

Children's Community Based Services

- * School-Based Mental Health Clinicians Services are provided within schools to students with counseling indicated on their IEP and are referred only by the Clay County district office. These services are designed to assist students with emotional/behavioral issues to increase their functioning and skills, both at home and at school so that they can achieve maximum potential. (25+ years)
- * School-Based Mental Health Clinicians Services are provided in two Title I schools. Clinicians are at the school daily to work with students and families both individually and in groups. (25+ years)

- * Student Assistance Program Services are provided at every Junior and Senior High. Staff meet with at risk students individually and in groups to reduce risk factors and increase protective factors. Staff engage students using the evidenced based curriculum, Too Good for Drugs. (21 years)
- * Moving Up Program One-day program of structured activities geared to increase positive behaviors, socialization and provide improved confidence to students who are transitioning into the Junior High School. This program is done in each Junior High School after the school year has ended. (5 years)

Adolescent Substance Abuse Services

- * Outpatient Counseling Outpatient Counselors provide individual and group counseling for youth involved with alcohol and/or other drugs. This may include working in conjunction with the Department of Juvenile Justice and other referral sources. Drug testing is included during the individual and group process. (31 years).
- * School-Based Prevention Individual and group services provide support and prevention to at-risk students in each Clay County Junior and Senior High school, including Bannerman. Students receive education about choices involving alcohol and other drugs, and to avoid the need for more intensive services. Prevention Specialist's use the Evidence Based Programs Project Success and Too Good for Drugs. These services include an ongoing collaboration with the Clay County School Board and the Clay Action Coalition. (21 years)
- * **Drug Testing** An initial drug test and consultation is available to parents who are concerned about a child's suspected or potential drug use. If requested, recommendations for treatment can be provided. (31 years)
- * Community Action Treatment Team (CAT) is a team of therapists, case managers, mentors, nurse, and psychiatrist. The team provides intensive services to high risk youth and their families. Wrap around services are focused on keeping children, adolescents, and young adults in their homes, schools and communities. Services are designed to coordinate multiple systems and resources while removing any barriers that may prevent access to care. (2 years)

Adult Substance Abuse Services

- * Outpatient Counseling The Traditional Outpatient (8 weeks) and Extensive Outpatient (12 weeks) programs use a solution-focused evidenced based treatment curriculum, Living in Balance, this program can be used either individually or in a group setting for adults who are abusing substances. This is an abstinence-based program whose referral sources can be The Department of Children and Families, Kids First of Florida, Probation (Misdemeanor and Felony), Northeast Florida Safety Council as well as others. The groups are offered in the morning and evening. Consumers who participate are drug tested weekly, attend community support meetings and education is be provided for interested family members and friends. (31 years)
- * Intervention Interactive 4-week education program for those at risk of substance abuse. This is abstinence based and includes weekly drug screens and attendance at community support meetings. (31 years)
- * Adult Drug Court Program A coordinated effort between the courts, law enforcement, probation and treatment services. The goal of Drug Court is to intervene and break the cycle of substance use, addiction and crime, by offering a diversion from incarceration in certain cases. This program is a year-long abstinence- based program that uses the Evidence Based curriculum, The Matrix. Clients participating in the Drug Court program also can be referred for Psychiatric services and various other groups within the agency, (Anger Management, DBT, Depression and Anxiety group among others). Adult Drug Court clients must complete Moral Reconation Therapy. Gender specific groups meet weekly. Group members attend community support groups and are seen in court in the beginning weekly and then as they progress, at lesser intervals. (14 years)

- * Veterans Drug Court Program A coordinated effort between the courts, law enforcement, Veterans Administration and treatment services. The goal of Veterans' Drug Court is to intervene and break the cycle of substance use, addiction or mental health, by offering a diversion from incarceration in certain cases. This program is a year-long abstinence- based program that uses the Evidence Based curriculum. The Matrix. Clients participating in the Drug Court program also can be referred for Psychiatric services and various other groups within the agency, (Anger Management, DBT, Depression and Anxiety group among others). Group members attend community support groups and are seen in court in the beginning weekly and then as they progress, at lesser intervals. (4 years)
- * HIV Education Consumers are provided community-based education for HIV/AIDS. Substance Abuse clients are required to complete a one-hour course before the end of their treatment. HIV testing is available if requested. (16+ years)
- * Marchman Court- Family members and friends can petition the court to intervene in a family members substance use/abuse. The court system can order an evaluation and treatment if needed. CBHC assess the client and makes a recommendation to the court. The court can then order the client to complete the recommended treatment. (ongoing)
- * **Dual Diagnosis/Co-Occurring Services** This 12-week group is designed specifically for individuals with co-occurring substance abuse and mental health disorders. This program uses a solution-focused evidenced based treatment curriculum, Living in Balance. This can be used either individually or in a group setting for adults who are abusing substances and have a mental health diagnosis who need monitoring or treatment. This is an abstinence -based program that requires weekly drug screens and attendance at community support meetings. (16+ years)

Outpatient Mental Health Services

- * Outpatient Counseling Outpatient Mental Health Counselors use Cognitive Behavior Therapy as well as other brief solution-focused treatment to provide individual and group counseling for children, adolescents and adults. Groups include Adult and Adolescent Anger Management, Depression/Anxiety, Social Skills for Elementary, Junior High and Services provided at our locations in Middleburg, Keystone Heights and Green Cove Springs. Mental Health counseling services are provided in the Clay County Schools for children who have counseling on their Individual Education Plan (IEP) (36 years)
- * Outreach CBHC provides a counselor one day per week at PACE Center for Girls. Students are seen individually and, in the Teens, United group which provides social skills for teenage girls. (3 year)
- * Outreach In an effort to address higher than average suicide rates, CBHC and the Department of Health Clay County formed a collaboration to provide a Mental Health counselor at the Bear Run Teen Clinic. Resource and referral information is provided to interested teens. (1 year)
- * Parenting Program Counseling and education program designed to help parents learn and apply principles of positive parenting. Parenting, communication, and nurturing skills may be delivered either in a group or individual format depending on the needs of the family. (21+ years)

Helping Everyone's Life Matter

* **HELM Program** – Services provided to individuals ages 15-36 who are experiencing their first episode of psychosis. Using the evidence based NAVIGATE model, the program is recovery based and provides Individual skills training along with family education and support. (3 years)

CASE MANAGEMENT SERVICES

* Adult Case Management – Case Managers provide advocacy, link with resources and monitor progress of adults with serious and persistent mental illness who have a history of hospitalizations. Services are designed to assist these individuals with remaining successfully in the community. (32+ years)

- * Children's Case Management Staff develops linkages for families in need of multiple services; client advocacy, monitoring and liaison among schools, agencies and families. Services are designed to assist youth in remaining in the least restrictive setting while receiving services and treatment for their behavioral health issues. Clients will be successfully discharged from CCM when stable for four months as reported by teachers, parents, and clinicians (32+ years)
- * Family Intervention Specialist-Staff develops linkages and assessments for parents and adolescents in need of substance abuse interventions. Staff completed Mental Health and Substance Abuse assessments and recommends level of treatment individualized for each person. Discharge will occur when parents/adolescents have engaged in substance abuse services for a minimum of half the recommended treatment duration and show no need for outside supports. (12 years)
- * Substance Abuse Case Management The Case Manager can provide advocacy, link with resources and monitor progress of adults with substance abuse issues. Services are designed to follow up with individuals who are not attending substance abuse services, need additional drug screening or need to be linked to additional services designed to help these individuals with remaining successfully in the community. The Case Manager is available each week during Dependency Court. (22+ years)
- 3. Board Member Listing Please provide a list of your agency's board members and their affiliation.

Board Member	Affiliation	
William J. Simmons, Ph.D.	Board Chair	
1828 North Glen Circle	Retired Provost of St. John's River Community	
Middleburg, FL 32068	College, Orange Park Campus	
Nancy Sweatland	Board Vice-Chair	
1000 Pinewood Court Apt 206	Client Advocate	
Green Cove Springs, FL 32043		
Daniel Becton, Ph.D.	Board Member	
2408 Golden Bell Lane	Retired School Board	
Fleming Island, FL 32003		
Mike Elia	Board Member	
2671 Countryside Drive	Principal of Clay County School	
Fleming Island, FL 32003		
Maude B. Jackson	Board Member	
2774 Burroughs Road	Retired School Teacher	
Middleburg, FL 32068		
Kent Rutherford	Board Member	
205 N. Bartram Trail	Retired Florida Air Guard	
Jacksonville, FL 32259-8816		
Janet S. Fox	Board Member	
1476 Scarlett Way	Retired LMHC	
Fleming Island, Florida 32003		
Rindetta D. Stewart	Board Member	
5315 Razorback Court	Retired Educator	
Middleburg, FL 32068		
Nate Woodrum	Board Member	
2352 College Street Apt B	Adams & Harper, P.A.	
Jacksonville, FL 32204	Orange Park, FL 32073	

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

County Grant funding is allocated across many programs and services. Funding received from the County grants is used as match funding required by our contract to leverage other state and federal dollars. The funding provided by the County grant assists CBHC in meeting this match requirement which allows an additional two million dollars in funding to be utilized to provide services to Clay County residents.

2. Describe the grant's target population and benefits received from the citizens of the County.

CBHC serves residents of Clay County. Our priority target population is legislatively mandated and is outlined in our contract as follows:

- Adults with Severe and Persistent Mental Illness
- Adults with Serious and Acute Episodes of Mental Illness
- Adults with Mental Health Problems
- Families involved with the Child Welfare system.
- Children who are Seriously Emotionally Disturbed
- Children who are Emotionally Disturbed
- Children who are At Risk of Emotional Disturbance
- Adults with Substance Abuse Problems
- Children with Substance Abuse Problems

Clients may be self-referred or referred by family, the court system, local health care providers, hospitals, community agencies, teachers, social workers and other school employees, local churches and law enforcement, among others.

CBHC services are available to all residents of Clay County and clients served come from all areas of the County. Demographics of clients served closely resemble overall demographics of the County. Green Cove Springs, Middleburg and Orange Park are most represented in the number of residents served, and the number of clients from Keystone Heights is growing. CBHC works in collaboration with local schools, area churches and other agencies to coordinate care to the residents in the Keystone Heights area. CBHC continues to operate Neighborhood Resource Centers in Keystone Heights and Green Cove Springs, which allows community residents to access needed referrals and resources. The space is also available for community partners to use for community events. DCF and the Florida Department of Health are among the groups using the resource Centers to offer services to community members. CBHC has recently opened an additional location in Orange Park to provide outpatient substance abuse services including medication assisted treatment.

The most recent County Health Improvement Plan conducted by the Health Planning Council of Northeast Florida and the Florida Department of Health identified Mental Health, Healthcare Access and Healthy Behaviors and Prevention as priority issues. There is a need for community residents to have access to affordable effective behavioral health services. CBHC continues to provide that access to the degree possible with existing funding, although it is recognized that demand often exceeds capacity. A work group of Community stakeholders including CBHC regularly meet to review the action plans and update progress towards goals.

Research indicates 1 in 5 individuals experience a diagnosable mental illness in any given year. It is important to acknowledge that behavioral health is as important to overall functioning as physical health.

Research also shows that behavioral health treatment works. The best treatments for mental illnesses today are highly effective; between 70% and 90% of individuals have significant reduction of symptoms and improved quality of life with a combination of pharmacological and psychosocial treatments and supports. Recovery is possible, and prevention and intervention programs are effective and can prevent the need for more intensive services.

Clay Behavioral Health Center, Inc. (CBHC) is the nonprofit agency providing mental health and substance abuse services to the residents of Clay County. CBHC has been a community partner to Clay County since 1982. CBHC provides treatment services to children, adults and families in the community who struggle with mental illness and substance abuse. These priority clients are able to access quality services that allow them to function successfully in the community. CBHC provides outreach and prevention services designed to identify problems and allow access to early intervention.

Services are provided on a sliding fee scale based on income. 94% of all persons served by CBHC are indigent, at or below the poverty level.

In FY 2017-2018 Clay Behavioral Health Center provided services to 5,679 Clay County residents, 4,052 adults and 1,627 children. CBHC continues to advocate for ongoing state funding to maintain the Crisis Alternative Program and expand services provided to those County residents experiencing a mental health or substance abuse crisis.

CBHC maintains a relationship with local law enforcement and provides trainings to CCSO and police department professionals. Trauma Certified therapists from CBHC are routinely contacted to assist DCF and law enforcement with removals due to child abuse and other traumatic events involving children.

The impact of untreated mental illness on health and productivity in the United States has been long underestimated, and recent data from studies conducted by the World Health Organization, among others, reveals that mental illness accounts for over 15% of the disease burden in the United States. This is more than the disease burden caused by all cancers. Mental Disorders are the leading cause of disability in the United States.

Individuals with serious mental illness face an increased risk of having chronic medical conditions. Adults with serious mental illness die 25 years younger than other Americans, largely due to treatable medical conditions.

In 2015 CBHC was awarded a grant from the Substance Abuse and Mental Health Services Administration for the integration of primary care and behavioral health services. This has allowed increased access to healthcare for underserved and high-risk populations and is an additional resource for Clay County residents which aligns with the needs identified in the Health Improvement Plan.

CBHC continues to collaborate with local health care providers and to provide outreach for behavioral health services to physical health care locations. CBHC works closely with the Way Free Clinic and provides onsite counseling to high risk individuals. All efforts are targeted to reach priority populations and to maximize resources. We maintain ongoing collaborations with Orange Park Medical Center, Palms Medical Group, Azalea Health, St Vincent's Clay, Baptist Medical Center and the Clay County Department of Health.

CBHC continues to emphasize the need to improve the integration of appropriate substance use/misuse prevention messaging, screening and assessment into routine medical care, especially for youth. CBHC works closely with and is a partner of the Clay Action Coalition. The Coalition is a group of community stakeholders working to implement county wide strategies to combat underage drinking and address other issues facing our youth. Underage drinking costs Florida \$3.7 billion or an estimated \$2,383 for each youth. CBHC has increased services to at- risk students in Clay County schools, and currently has Prevention Specialists located in junior and senior high schools throughout the county. Additionally, qualified counselors provide onsite services to EBD students in Clay County schools, and CBHC has expanded services to provide counseling at three Title I schools in the County.

Suicide is listed as one of the top ten leading causes of death in the county. Having a 24- hour crisis line available and providing walk in access and crisis intervention services at our Main Center allows CBHC to provide outreach to county residents who may be experiencing a crisis. CBHC continues to have staff trained in Suicide Risk Assessment techniques and Mental Health First Aid, allowing them to become more proficient in assessing at risk individuals. CBHC also offers the Mental Health First Aid training to interested community members at no charge. CBHC's Resource Centers provide outreach access and follow up to parts of the county identified as high use areas.

CBHC was recently awarded the contract to provide a Mobile Response Team (MRT) to Clay County residents. The MRT is a mobile crisis team that is available for individuals up to age 25. who are experiencing a mental health crisis. The MRT is accessible 24/7 365 days a year and provides onsite crisis response within 60 minutes of a call for assistance anywhere within Clay County.

The Florida Department of Children and Families utilizes a Managing Entity (ME) model to contract for Mental Health and Substance Abuse Services in the state. In the North-East Florida Region, the ME is Lutheran Services of Florida. (LSF) CBHC maintains compliance with all contractual requirements of LSF and routinely meets or exceeds performance measures. Clients in crisis continue to be seen immediately, and CBHC utilizes an Open Access Model, which reduces wait times for individuals seeking services and allows same day service. For FY 18/19 the anticipated, uncompensated care total is over 400,000.

Additional statistics from the Department of Children & Families indicate the following:

Despite being the third most populated state, Florida's per capita funding for mental health and substance abuse services remains near the bottom of the funding scale in the nation.

- Nearly two thirds of Florida's inmates report significant alcohol and drug problems.
- 70% of youth in Juvenile Justice Systems have at least one mental health disorder with at least 20% experiencing significant functional impairment from a serious mental illness.
- It is estimated that between 50% to 85% of all cases of child abuse and/or neglect involve mental health or substance abuse.
- An estimated 50% of abused or neglected children in the child welfare system have a mental health problem.
- A significant percentage of men (25 50 %) who commit acts of domestic violence also have substance abuse problems.

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant. Agency CEO Irene M. Toto has over 36 years of experience with non-profit agencies. She holds a Masters Degree, a Certificate in Non Profit Management from Rollins College and is a Licensed Mental Health Counselor. She has been with CBHC since 1994. Irene oversees the Senior Management Team of CBHC, which includes Tina Swathwood, Director of Business Operations (20 years with CBHC) and Elizabeth Franco, Director of Clinical Operations. (20 years with CBHC).

CBHC currently employs 136 regular employees (120 full-time, 16 part-time, including 6 peer specialists) and 7 PT contract employees. The agency also has 8 interns. There are currently 8 full time vacancies. New employees, interns and volunteers must satisfactorily complete a level 2 background screening which includes FBI/FDLE fingerprinting, local county screening and a pre-employment drug screening. Level 2 background rechecks are completed with every five years of employment.

CBHC has a large number of professional, educated, experienced and dedicated staff. 20% of employees are licensed in the State of Florida (MD, PSY, ARNP, RN, CMA, CNA, LMHC, LMFT, LCSW, CAP). Professional licensure is verified at time of initial hire and then on an annual basis.

76% or 103 employees have earned advanced college degrees, 36% with Bachelor's degrees; 37% with Master's degrees and 3% with higher level academic degrees. All clinical positions require a minimum of one year's related work experience with a majority of employees coming to the agency with at least three to five years' experience.

70% of positions provide direct service to clients; 22% are in program support positions; and 8% are in senior management; mid-management or supervisory positions.

25% of employees have been with CBHC less than three years. 41% of employees have been with the agency at least three years; 16% have been with the agency five or more years; 9% have been with the agency over fifteen years.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage
To sustain a comprehensive community-based system of care, to meet the identified needs of the community. Expand existing resources and secure additional sources of funding to meet the growing demand for services. CBHC continues to develop services and expand programs in response to community needs.	Added 1 st episode psychosis services to eligible children and young adults – latest funding secured in July 2017. Awarded contract through RFP for Community Action Team in October 2017 - intensive wrap around services provided to high risk youth and families in the community. CBHC added care coordinator position in 2017 to provide outreach to local hospitals and crisis stabilization units. Participating in pilot project with Clay County DOH to provide outreach to teens in the area of suicide prevention. Annual and ongoing

	review of achievement of fiscal and
Secure recurring legislative funding through the Department of Children and Families for the Community Crisis Alternative Program	programmatic benchmarks. Submitted legislative funding request to secure recurring funding for the Community Crisis Program and for additional substance abuse services for high risk individuals in the community including parents involved with the child welfare system. Request submitted in November 2017, continued funding approved pending Governors approval.
CBHC submitted an additional legislative funding request for funding to address the growing opioid crisis in Clay County. Collaborative partners are St. Vincent's Clay and Gateway Community Services	Request submitted in December 2017 – funding approved pending Governors approval
Activities and services for PBHCI (Primary and Behavioral Health Care Integration) grant federal funding through SAMHSA in partnership with community providers.	Continue to offer primary care services to individuals with Mental Health and Substance Abuse Disorders – plan to apply for new grant funding at end of current cycle. Current grant runs through 2019, CBHC will submit new grant request for additional 3 years of funding.
Maintain CARF accreditation – through reaccreditation process	Re -accreditation achieved in June 2017. Agency received maximum 3 year accreditation with commendations.

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

CBHC has maintained accreditation through the Commission on Accreditation of Rehabilitation Facilities (CARF) since 1996, with the most recent re-accreditation in 2017. Accreditation from CARF indicates that programs and services substantially meet internationally recognized standards. CARF accreditation also means that an organization has made a commitment to continually enhance the quality of its services and programs. CBHC utilizes a Quality Improvement Program that establishes goals and measures progress towards meeting those goals. Assessments are completed on each client served upon admission, at regular intervals during treatment and at discharge. CBHC is required to meet specific contractual performance measures as defined by the regional managing entity, Lutheran Services of Florida (LSF). Outcomes are reported on a monthly basis and are monitored regularly by the state. Each person served is expected to participate fully in prescribed treatment and must follow the steps outlined in an individual treatment or service plan. Clients are surveyed at discharge and at a period of time after discharge to gauge satisfaction with and effectiveness of treatment. Pre and post tests are utilized in many of the programs offered by CBHC to determine levels of functioning before and after treatment interventions. Standardized functional assessments are also completed at regular intervals during treatment to determine progress. Confidential client surveys are completed and turned into LSF monthly. Currently CBHC has an overall satisfaction rating of 93% for Adult Services and 95% for Children's Services.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2018-2019: \$7,906,100 Total projected revenue for Fiscal Year 2019-2020: \$7,766,000

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Clay County Government	\$596,205	\$630,000	8%	\$680,000	9%
Other Cities or Counties	\$0	\$0	0%	\$0	0%
State Funding	\$299,887	\$810,000	10%	\$510,000	7%
Federal Funding	\$2,861,204	\$3,125,500	39%	\$3,140,500	39%
Foundations	\$0	\$0	0%	\$0	0%
Program-Generated Revenue	\$2,399,061	\$2,550,600	32%	\$2,625,500	34%
Program-Specific Revenue	\$436,626	\$450,000	6%	\$460,000	6%
Other	\$328,604	\$340,000	5%	\$350,000	5%
Total Revenue:	\$6,921,587	\$7,906,100	100%	\$7,766,000	100%

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	\$4,822,283	\$350,000	\$4,472,283	7%
Fringe Benefits	\$1,060,902	\$50,000	\$1,010,902	5%
Personnel Sub-total:	\$5,883,185	\$400,000	\$5,483,185	7%
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)	\$240,000	\$0	\$240,000	0%
Telephone	\$35,000	\$0	\$35,000	0%
Postage & Shipping	\$4,000	\$0	\$4,000	0%
Printing & Publication	\$7,000	\$0	\$7,000	0%
Equipment Rental & Maintenance	\$64,000	\$0	\$64,000	0%
Travel	\$115,000	\$0	\$115,000	0%
Professional Development	\$25,000	\$0	\$25,000	0%
Office Supplies	\$40,000	\$0	\$40,000	0%
Computers & Equipment	\$46,000	\$0	\$46,000	0%
Other	\$1,306,815	\$0	\$1,306,815	0%
Operation Expenses Sub-total:	\$1,882,815	\$0	\$1,882,815	0%
Total Expenses	\$7,766,000	\$400,000	\$7,366,000	5%

3. Is County funding a mandated requirement? YES
If yes, please explain requirement: Pursuant to Section 394.76(9)(a), Florida Statutes

4. Schedule of Positions: 129.25

% of Budget Allocated to Administration: 8%

					% of
		FY 17/18	FY 18/19	FY 19/20	Proposed
	Full Time	Actual	Estimated	Proposed	Salary
Job Title	Equivalent	Salary	Salary	Salary	Increase
ACAP Coordinator	1.00	\$33,959.64	\$35,009.94	\$36,060.24	3%
Access Clinician	1.00	\$38,800.00	\$40,000.00	\$41,200.00	3%
Access ES Manager	1.00	\$48,500.00	\$50,000.00	\$51,500.00	3%
Access/ES Specialist	1.00	\$30,719.77	\$31,669.87	\$32,619.97	3%
Accounting Assistant	1.00	\$31,428.00	\$32,400.00	\$33,372.00	3%
Accounts Rec Billing Spec	1.00	\$27,290.86	\$28,134.91	\$28,978.96	3%
Administrative Assistant	1.00	\$30,629.99	\$31,577.31	\$32,524.63	3%
Administrative Assistant	1.00	\$22,504.15	\$23,200.15	\$23,896.15	3%
Administrative Assistant	1.00	\$32,977.07	\$33,996.98	\$35,016.89	3%
Adult Case Manager	1.00	\$34,712.21	\$35,785.78	\$36,859.35	3%
Adult Case Manager	1.00	\$30,763.15	\$31,714.59	\$32,666.03	3%
Adult Case Manager	1.00	\$26,974.10	\$27,808.35	\$28,642.60	3%
Adult Case Manager	1.00	\$36,401.34	\$37,527.15	\$38,652.96	3%
Adult Community Services Clinician	1.00	\$36,974.79	\$38,118.34	\$39,261.89	3%
Care Coordinator	1.00	\$41,710.00	\$43,000.00	\$44,290.00	3%
Care Coordinator	1.00	\$32,980.00	\$34,000.00	\$35,020.00	3%
CAT Case Manager	1.00	\$31,040.00	\$32,000.00	\$32,960.00	3%
CAT Case Manager	1.00	\$33,473.59	\$34,508.86	\$35,544.13	3%
CAT Clinician	1.00	\$33,950.00	\$35,000.00	\$36,050.00	3%
CAT Clinician	1.00	\$33,950.00	\$35,000.00	\$36,050.00	3%
CAT Clinician	1.00	\$40,740.00	\$42,000.00	\$43,260.00	3%
CAT Therapeutic Mentor	1.00	\$22,193.60	\$22,880.00	\$23,566.40	3%
CAT Therapeutic Mentor	1.00	\$26,190.00	\$27,000.00	\$27,810.00	3%
CAT Therapeutic Mentor	1.00	\$26,190.00	\$27,000.00	\$27,810.00	3%
CATT Program Coordinator	1.00	\$37,830.00	\$39,000.00	\$40,170.00	3%
CATT Registered Nurse	1.00	\$25,220.00	\$26,000.00	\$26,780.00	3%
CCPT Substance Abuse Clinician	1.00	\$34,920.00	\$36,000.00	\$37,080.00	3%
Certified Medical Assistant	1.00	\$27,259.79	\$28,102.88	\$28,945.97	3%
Certified Medical Assistant	1.00	\$24,695.42	\$25,459.20	\$26,222.98	3%
Certified Medical Assistant	1.00	\$26,228.80	\$27,040.00	\$27,851.20	3%
Certified Medical Assistant	1.00	\$22,637.47	\$23,337.60	\$24,037.73	3%
Children's Case Manager	1.00	\$25,220.00	\$26,000.00	\$26,780.00	3%
Children's Case Manager	1.00	\$26,756.00	\$27,583.50	\$28,411.01	3%
Clerical Support Specialist	1.00	\$27,237.60	\$28,080.00	\$28,922.40	3%
Clinical Director	1.00	\$74,278.45	\$76,575.72	\$78,872.99	3%
Clinical Mgr Adult Comm Svc	1.00	\$56,513.73	\$58,261.58	\$60,009.43	3%

Clinical MGR O/P MH Svcs	1.00	\$48,500.00	\$50,000.00	\$51,500.00	3%
Clinical MGR O/P MH Svcs	1.00	\$56,177.30	\$57,914.74	\$59,652.18	3%
Data Analyst	1.00	\$43,533.76	\$44,880.16	\$46,226.56	3%
Director of Business Operations	1.00	\$74,817.90	\$77,131.86	\$79,445.82	3%
Diversion Specialist	1.00	\$26,228.80	\$27,040.00	\$27,851.20	3%
Diversion Specialist	1.00	\$26,228.80	\$27,040.00	\$27,851.20	3%
Diversion Specialist	1.00	\$26,228.80	\$27,040.00	\$27,851.20	3%
Diversion Specialist	0.25	\$6,557.20	\$6,760.00	\$6,962.80	3%
Diversion Specialist	0.25	\$6,557.20	\$6,760.00	\$6,962.80	3%
Doctor of Medicine	1.00	\$168,780.00	\$174,000.00	\$179,220.00	3%
Drop In Center Assistant	0.25	\$4,539.60	\$4,680.00	\$4,820.40	3%
Drop In Center Assistant	0.25	\$4,503.08	\$4,642.35	\$4,781.62	3%
Drop In Center Assistant	0.25	\$4,292.39	\$4,425.15	\$4,557.90	3%
Drug Court Clinician	1.00	\$31,166.27	\$32,130.18	\$33,094.09	3%
Drug Screen Specialist	1.00	\$21,404.72	\$22,066.72	\$22,728.72	3%
Eligibility Specialist	1.00	\$26,228.80	\$27,040.00	\$27,851.20	3%
Emergency Services Specialist	1.00	\$35,184.52	\$36,272.70	\$37,360.88	3%
Family Intensive Svcs Special	1.00	\$36,860.00	\$38,000.00	\$39,140.00	3%
Family Intervention Specialist	1.00	\$33,950.00	\$35,000.00	\$36,050.00	3%
Family Intervention Specialist	1.00	\$33,950.00	\$35,000.00	\$36,050.00	3%
Family Preservation Clinician	1.00	\$33,712.28	\$34,754.93	\$35,797.58	3%
Family Preservation Clinician	1.00	\$33,950.00	\$35,000.00	\$36,050.00	3%
Family Preservation Specialist	1.00	\$34,467.26	\$35,533.26	\$36,599.26	3%
Fiscal Relations Specialist	1.00	\$28,823.84	\$29,715.30	\$30,606.76	3%
Fiscal Relations Supervisor	1.00	\$40,612.87	\$41,868.94	\$43,125.01	3%
Front Desk Assistant	1.00	\$20,176.00	\$20,800.00	\$21,424.00	3%
Front Desk Assistant	1.00	\$21,352.86	\$22,013.26	\$22,673.66	3%
Front Desk Assistant	1.00	\$20,176.00	\$20,800.00	\$21,424.00	3%
Front Desk Assistant	1.00	\$20,176.00	\$20,800.00	\$21,424.00	3%
Front Desk Assistant	1.00	\$21,404.72	\$22,066.72	\$22,728.72	3%
Front Desk Assistant	1.00	\$21,404.72	\$22,066.72	\$22,728.72	3%
Front Desk Coordinator	1.00	\$23,545.19	\$24,273.39	\$25,001.59	3%
Front Desk Coordinator	1.00	\$24,211.20	\$24,960.00	\$25,708.80	3%
HELM Case Manager	1.00	\$29,100.00	\$30,000.00	\$30,900.00	3%
HELM Clinician	1.00	\$32,980.00	\$34,000.00	\$35,020.00	3%
HELM Clinician	1.00	\$35,967.76	\$37,080.16	\$38,192.56	3%
HELM Peer Support Specialist	1.00	\$22,193.60	\$22,880.00	\$23,566.40	3%
IFS - Support Services Specialist	1.00	\$26,190.00	\$27,000.00	\$27,810.00	3%
IFS Coordinator	1.00	\$41,212.91	\$42,487.54	\$43,762.17	3%
Information Mgmt Evaluator	0.50	\$25,661.35	\$26,455.00	\$27,248.65	3%
Intensive Services Manager	1.00	\$53,350.00	\$55,000.00	\$56,650.00	3%
Lead Nurse Care Coordinator	1.00	\$53,511.80	\$55,166.80	\$56,821.80	3%
Maintenance Support Specialist	0.50	\$27,289.24	\$28,133.23	\$28,977.23	3%
Manager Grants & Projects	1.00	\$51,410.00	\$53,000.00	\$54,590.00	3%
Medical Records Assistant	1.00	\$21,285.68	\$21,944.00	\$22,602.32	3%
Medical Records Assistant	1.00	\$20,176.00	\$20,800.00	\$21,424.00	3%
Medical Records Assistant	1.00	\$21,404.72	\$22,066.72	\$22,728.72	3%

Medical Records Assistant	1.00	\$20,176.00	\$20,800.00	\$21,424.00	3%
Medical Records Coordinator	1.00	\$26,753.38	\$27,580.80	\$28,408.22	3%
Medical Records Supervisor	1.00	\$48,856.44	\$50,367.46	\$51,878.48	3%
Medication Mgmt Nurse	1.00	\$49,230.86	\$50,753.46	\$52,276.06	3%
Medication Mgmt Nurse	1.00	\$50,419.82	\$51,979.20	\$53,538.58	3%
Mobile Response Team Clinician	1.00	\$48,500.00	\$50,000.00	\$51,500.00	3%
Outpatient Clinician	1.00	\$33,959.64	\$35,009.94	\$36,060.24	3%
Outpatient Clinician	0.50	\$19,335.17	\$19,933.16	\$20,531.15	3%
Outpatient Clinician	1.00	\$32,970.30	\$33,990.00	\$35,009.70	3%
Outpatient Clinician	0.50	\$25,220.00	\$26,000.00	\$26,780.00	3%
Outpatient Clinician	0.50	\$16,979.31	\$17,504.45	\$18,029.58	3%
Outpatient Clinician	1.00	\$33,045.47	\$34,067.49	\$35,089.51	3%
Outpatient Clinician	1.00	\$32,980.00	\$34,000.00	\$35,020.00	3%
Outpatient Clinician	1.00	\$33,918.48	\$34,967.50	\$36,016.53	3%
Outpatient Mental Health Coordinator	1.00	\$35,909.50	\$37,020.10	\$38,130.70	3%
Outpatient Services Specialist	1.00	\$21,608.50	\$22,276.80	\$22,945.10	3%
Peer Support Specialist	0.50	\$11,298.56	\$11,648.00	\$11,997.44	3%
Peer Support Specialist	1.00	\$26,228.80	\$27,040.00	\$27,851.20	3%
Peer Support Specialist	1.00	\$25,220.00	\$26,000.00	\$26,780.00	3%
PSR Coordinator	1.00	\$33,955.20	\$35,005.36	\$36,055.52	3%
PSR Specialist I	1.00	\$26,753.38	\$27,580.80	\$28,408.22	3%
Psychiatric ARNP	1.00	\$116,400.00	\$120,000.00	\$123,600.00	3%
Psychiatric ARNP	1.00	\$114,896.50	\$118,450.00	\$122,003.50	3%
Psychosocial Rehabilitation Clinician	1.00	\$32,210.98	\$33,207.20	\$34,203.42	3%
Psychosocial Rehabilitation Clinician	1.00	\$32,987.76	\$34,008.00	\$35,028.24	3%
QI/Training Manager	1.00	\$49,955.00	\$51,500.00	\$53,045.00	3%
Resource & Referral Clinician		1,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1 1,0 0 0 0 0		
Coordinator	1.00	\$41,759.47	\$43,051.00	\$44,342.53	3%
Saint Vincent's Clinician	1.00	\$38,800.00	\$40,000.00	\$41,200.00	3%
SAP Coordinator	1.00	\$36,533.49	\$37,663.39	\$38,793.29	3%
SAP Specialist	1.00	\$23,745.60	\$24,480.00	\$25,214.40	3%
SAP Specialist	1.00	\$23,280.00	\$24,000.00	\$24,720.00	3%
SAP Specialist	1.00	\$23,745.60	\$24,480.00	\$25,214.40	3%
School Based Intervention/Prevention		1 2 3,7 10 10 1		, , , , , , , , , , , , , , , , , , , ,	
Specialist	1.00	\$26,201.93	\$27,012.30	\$27,822.67	3%
School Based Intervention/Prevention					
Specialist	1.00	\$25,212.27	\$25,992.03	\$26,771.79	3%
School Based Intervention/Prevention					
Specialist	1.00	\$26,755.97	\$27,583.47	\$28,410.97	3%
School Based Intervention/Prevention					
Specialist	1.00	\$24,697.75	\$25,461.60	\$26,225.45	3%
School Based Intervention/Prevention					
Specialist	1.00	\$26,201.93	\$27,012.30	\$27,822.67	3%
School Based Intervention/Prevention					
Specialist	1.00	\$24,240.30	\$24,990.00	\$25,739.70	3%
School Based Intervention/Prevention					
Specialist	1.00	\$29,328.84	\$30,235.92	\$31,143.00	3%

School Based Outpatient Clinician	1.00	\$30,872.31	\$31,827.12	\$32,781.93	3%
SOAR Specialist	1.00	\$30,872.31	\$31,827.12	\$32,781.93	3%
Substance Abuse Clinician	1.00	\$35,967.76	\$37,080.16	\$38,192.56	3%
Substance Abuse Clinician	1.00	\$33,959.64	\$35,009.94	\$36,060.24	3%
Substance Abuse Coordinator	1.00	\$42,162.19	\$43,466.18	\$44,770.16	3%
Substance Abuse Specialist	1.00	\$32,010.00	\$33,000.00	\$33,990.00	3%
Support Assistant	1.00	\$26,753.38	\$27,580.80	\$28,408.22	3%
Supported Employment Spec	1.00	\$27,901.05	\$28,763.97	\$29,626.89	3%
Supported Employment Spec	1.00	\$31,040.00	\$32,000.00	\$32,960.00	3%
Targeted Case Manager/Forensic					
Specialist	1.00	\$32,980.00	\$34,000.00	\$35,020.00	3%
Training Specialist	1.00	\$24,211.20	\$24,960.00	\$25,708.80	3%
Trauma Treatment Clinician	1.00	\$34,629.00	\$35,700.00	\$36,771.00	3%
Trauma Treatment Clinician	1.00	\$33,950.00	\$35,000.00	\$36,050.00	3%
VA Court Clinician	1.00	\$38,508.32	\$39,699.30	\$40,890.28	3%

^{*} Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

All County nonprofit grant funds are used to support the availability of qualified professional staff to provide needed services for Clay County children, adults and families. 76% of our total agency budget is allocated to these line items, as our product is the staff who deliver outreach, education, prevention, intervention, emergency response, treatment and follow up services. As the needs increase, our capacity must be expanded to meet these demands. The County funding contributes to this growth.

<u>Note</u>: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?

100% to program funding, 0% to administration

F. Other

- 1. Along with submission of the funding request, the following supporting documents shall be furnished:
 - IRS tax-exempt letter confirming 501(c)(3) nonprofit status
 - most recent Solicitation License; if exempt, submit exemption letter
 - Certificate of Liability Insurance
 - most recent IRS income tax return (Form 990)
- 2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.
- 3. Submit seven (7) copies of your completed application no later than 4:00 PM Monday, March 11, 2019 to:

Clay County Board of County Commissioners Attn: Budget Office PO Box 1366 477 Houston Street, 4th Floor Green Cove Springs, FL 32043 Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statues.

Executive Director	Board Chair
Irene M. Toto, CEO	William Simmons, Ph.D.
(Type Name)	(Type Name)
tun Xo	Afimmon
(Signature)	(Signature)
3/11/19	3-8-2019
(Date)	(Date)

Clay County Board of County Commissioners Nonprofit Agency Grant Application Funding Request for FY 2019-2020

Clay Behavioral Health Center, Inc.

Company Name:
Receipt for Bid #:
Green Cove Springs, FL 32043
PO Box 1366
477 Houston Street
Clay County Purchasing Division

2819 MAR I I PM 3: 22

THAY COUNTY BOARD OF DWAISSIONERS







BOARD OF COUNTY COMMISSIONERS MEETING AGENDA

May 24, 2022
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Condon

PLEDGE

LCDR Edward E Tucker III, Supply Corps, USN Ret.

CALL TO ORDER

ROLL CALL

PET ADOPTIONS

PROCLAMATIONS/RESOLUTIONS

- National Safe Boating Week
- 2. Memorial Day/Military Service Day

PRESENTATIONS

APPROVAL OF MINUTES

- 3. Board of County Commissioner Meeting Minutes, May 10, 2022.
- 4. Finance and Audit Meeting Minutes, May 17, 2022.

PUBLIC COMMENTS

CONSENT AGENDA

- 5. Acceptance for Final Plat for Recording Rolling Hills Unit 2A (District 5, Commissioner Burke)
- Finance Business

The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1) FL Statute. Acceptance and disposal of various Board property and various documents are submitted

- for the Board's information. At times, approval is requested for various finance related issues.
- 7. Consent Agenda Items from the May 17th, 2022 Finance & Audit Committee Meeting

DISCUSSION/UPDATES

ITEMS FOR RATIFICATION

OLD BUSINESS

- 8. Approval of Opioid Litigation Participation Form for participation in the state-wide settlement agreement with Walgreens
- 9. Solid Waste Management Brief

PLANNING AND ZONING

NEW BUSINESS

- 10. First Coast Connector from US 17 to County Road 218 (T. Nagle)
 - 1. Approval of naming of First Coast Connector Cathedral Oak Parkway
 - 2. Approval of Plat of Cathedral Oak Parkway (Reinhold Corporation)
 - 3. Approval of Plat of Cathedral Oak Parkway (Peters Creek Investment LLP)
 - 4. Approval of Willow Springs Phase 2 Tract A Replat (Peters Creek Investment LLP)
- 11. Partial Easement Release Lot 37 Spring Creek at Eagle Harbor, 2509 Sunny Creek Drive, for Pool Construction (District 1, Comm. Cella)
- 12. Award of RFP No. 21/22-33, CDBG Junk/Debris Removal and Approval of Agreement (V.Hapner/K.Thomas)
 - 1) Approval to accept staff's evaluation and award RFP No. 21/22-33, CDBG Junk/Debris Removal to 904 Junk Removal company at the unit prices submitted in the proposal. Approval will be effective after 72 hour period for protest has expired.
 - 2) Additional approval of the accompanying Agreement with 904 Junk Removal at the specified rates listed in Attachment B. Services under this Agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.
 - 1. 904 Junk Removal = 88.66
 - 2. Conner Construction and Demolition = 84

- Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)
- 13. Award of Bid No. 21/22-34, CDBG Demolition & Removal Services and Accompanying Agreement (K.Smith/V.Hapner)
 - 1) Approval to post notice of intent and award Bid No. 21/22-34, CDBG Demolition & Removal Services to Conner Construction and Demolition at the individual rates provided in the proposal. Approval will be effective after the 72 hour period of protest has expired.
 - 2) Additional approval of the accompanying Agreement with Conner Construction and Demolition at the specified rates listed in Attachment B. Services under this agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

CONSTITUTIONAL OFFICERS

COMMISSION AUDITOR

COUNTY ATTORNEY

COUNTY MANAGER

TIME CERTAINS

- Collective Bargaining Agreement between Clay County and the Clay County Fire/Rescue Professionals Unit "B", International Association of Firefighters Local 3362B - Fiscal Years 2022-2024
- 15. 5:00 p.m. or as soon thereafter as can be heard Adoption of Resolution approving the execution of an Interlocal Agreement with the City of Jacksonville, Florida (the Issuer), approving the issuance by the Issuer of its Health Care Facilities Revenue Bonds (Baptist Health), Series 2022
- 16. 5:00 p.m. or as soon thereafter as can be heard Final Public Hearing to consider REZ-2022-04. (District 5, Comm. Burke) Planning Commission voted 6-0 to recommend approval. (M. Brown)
 - This application is to rezone a 2.07 acre parcel on Henley Road from PS-1 to LA RF. The parcel is located within the LAMPA. The purpose of the rezoning is to allow for the development of a single family residence by the owner.

- 17. 5:00 p.m. or as soon thereafter as can be heard Final Public Hearing to consider adoption of LDC 2022-02. (District 5 Comm. Burke) Planning Commission voted 3-3 on a motion to approve. (M. Brown) Proposed text amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district.
- 18. 5:00 p.m. or as soon thereafter as can be heard Final Public Hearing to consider REZ-2022-03. (District 1, Comm. Cella) (M. Brown)
 <u>This item is being Continued to June 28th</u>. The Fleming Island Citizen Advisory Committee continued this item from April to May, therefore the Planning Commission won't hear this item until its June meeting. This application is to rezone a single parcel (114 Canova Street) totaling 1.61 acres from AR (Agricultural Residential) to PS-1 (Private Services).
- 19. 5:00 p.m. or as soon thereafter as can be heard First Public Hearing to consider LDC-2021-14. Planning Commission voted 6-0 to recommend denial of the Code changes.(M. Brown)

 This application has been Withdrawn by the Applicant. The application was a proposed text amendment to Article III Section 3-5(am), pertaining to the Mini-Warehouse conditional use criteria.
- 20. 5:00 p.m. or as soon thereafter as can be heard Workshop Topic Public Hearing to consider Transmittal of CPA-2022-04. (E. Lehman) This item has been Withdrawn by Staff. It will be amended and readvertised at a later date. The item was a proposed change to LA TRA Policy 1.1.3 which includes reference to the Lake Asbury Adequate Public Facilities (APF) fee. The BCC adopted the mobility fee that addressed the financial system referenced in the policy, including financing many, but not all, of the APF roadways. This change to the policy addresses the construction costs of the entire APF system.

LETTERS FOR ACTION

- 21. Discussion of Appointments to the Clay County Housing Finance Authority
 - Applications were received from Roger Higginbotham and James Ryan for the re-appointment of their seats on the Clay County Housing Finance Authority.
- 22. Acceptance of Resignation From Susan Hill Tourist Development Council
 - Susan Hill submitted her resignation from the Tourist Development Council effective June 1, 2022.

LETTERS OF DOCUMENTATION

- 23. Bid Opening Tabulations
 - Bid Opening Tabulation for May 10, 2022:
 - A. RFQ No. 21/22-41, Sponsor/Developer for Homeless Stabilization Under the Clay County SHIP Program
- 24. Charter Review Commission Minutes March 29, 2022

COMMISSIONERS' COMMENTS

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator by mail at Post Office Box 1366, Green Cove Springs, FL 32043, or by telephone at number (904) 269-6347 no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).



TO:

Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

FROM:			
SUBJECT:			
AGENDA ITEM TYPE:			

REVIEWERS:

Department Reviewer Action Date Comments

County Manager Streeper, Lisa Approved AM Streeper, Lisa App



TO:

Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

FROM:			
SUBJECT:			
AGENDA ITEM TYPE:			

REVIEWERS:

Department Reviewer Action Date Comments

BCC Streeper, Lisa Approved 5/18/2022 - 11:49 Item Pushed to Agenda



TO:

Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

FROM:			
SUBJECT:			
AGENDA ITEM TYPE:			

ATTACHMENTS:

Type File Name Description Upload Date

2022 National Safe Boating Week **Backup Material** 2022_Safe_Boating_Week.pdf 5/18/2022

REVIEWERS:

Department Reviewer Action Date Comments

Item Pushed to County 5/18/2022 - 11:50 Streeper, Lisa Approved

Manager Agenda AM

WHEREAS, National Safe Boating Week is observed each year in May, marking the beginning of the summer boating season, to bring attention to important life-saving tips for recreational boaters so that they can have a safe and fun experience out on the water; and

WHEREAS, the U.S. Coast Guard estimates that human error accounts for most boating accidents, not equipment or environmental factors, and that life jackets could prevent nearly 86 percent of boating fatalities; and

WHEREAS, safe boating begins with preparation, which includes basic boating safety procedures such as carrying emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating; and

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S., and 75 percent of those fatalities are caused by drowning; and

WHEREAS, a significant number of boaters who lost their lives by drowning would still be alive today if they had worn life jackets.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim May 21st through May 27th, 2022, as

SAFE BOATING WEEK IN CLAY COUNTY

and in so doing, supports the efforts of the U.S. Coast Guard and its partners to increase awareness about safe boating practices, and encourages boaters to enjoy the 39 miles of waterways, 13 public boat ramps, and the abundant boating, fishing, and paddling opportunities Clay County has to offer, while practicing safe boating habits and always wearing a life jacket.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 24th day of May 2022.

ATTEST:	BOARD OF COUNTY COMMISSIONERS CLAY COUNTY, FLORIDA
Tara S. Green	Wayne Bolla, Chairman
Clerk of Court & Comptroller	wayne Bona, Chanman
Ex Officio Clerk of the Board	
	Betsy Condon, Vice Chairman
	Mike Cella
	Jim Renninger
	Kristen Burke, DC



TO:

Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

FROM:		
SUBJECT:		
AGENDA ITEM TYPE:		

ATTACHMENTS:

Description Type Upload Date File Name

2022 Military Service Day
 Backup Material 5/18/2022
 2022_MILITARY_SERVICE_DAY.pdf

REVIEWERS:

Department Reviewer Action Date Comments

County Manager Streeper, Lisa Approved AM Streeper, Lisa Approved AM Approved AM Agenda

WHEREAS, courageous men and women throughout the history of the United States of America have given a part of their lives to defend our great nation by serving in the United States Armed Forces; and

WHEREAS, many of those men and women have made the ultimate sacrifice in service to our country- a debt of gratitude for which we can never fully repay; and

WHEREAS, those serving now, as well as those who have served in the past, serve with pride and honor and with our greatest respect; and

WHEREAS, In Clay County, we are united by a love of country and proud military heritage, and the conviction that our military service members -past and present- deserve to be honored for their selfless actions and dedication to serving the United States of America, and

WHEREAS, on this day, special recognition is given to the City of Green Cove Springs for their "Tribute to Fallen Soldiers" display in Spring Park, and for their efforts to recognize the dedicated men and women who have bravely served, made sacrifices defending the freedom and our republic, and have returned home as a wounded veteran with honor and pride; and

WHEREAS, the 34th Annual Memorial Day RiverFest celebration in Green Cove Springs will be held on Monday, May 30, 2022, in recognition of the brave men and women of our Armed Forces for their devoted service to the United States of America, and in recognition of the many Wounded Warriors and their families, as well as the brave men and women who have made the ultimate sacrifice defending our freedom.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim Monday, May 30, 2022, in Green Cove Springs, Florida, as

MILITARY SERVICE DAY

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida this 24th day of May 2022.

ATTEST:	BOARD OF COUNTY COMMISSIONERS CLAY COUNTY, FLORIDA
Tara S. Green Clerk of Court & Comptroller Ex Officio Clerk of the Board	Wayne Bolla, Chairman
	Betsy Condon, Vice Chairman
	Mike Cella
	Jim Renninger
	Kristen Burke, DC



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

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REVIEWERS:

Department Reviewer Action Date Comments

BCC Streeper, Lisa Approved 5/18/2022 - 1:59 PM Item Pushed to Agenda



BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

May 10, 2022 Administration Building, 4th Floor, BCC Meeting Room, 477 Houston Street, Green Cove Springs, FL 32043 4:00 PM

INVOCATION

Commissioner James Renninger, District 3, gave the Invocation.

PLEDGE

Retired US Army National Guard Brigadier General Michael Fleming, led the Pledge of Allegiance.

Chairman Wayne Bolla said that General Fleming is a career military officer with over 30 years of service, including nine years of service in the U.S. Marine Corps and 27 years in the Army National Guard, where he ultimately retired as a Brigadier General. He earned several military awards, including the Legion of Merit, Florida Cross, and the Florida National Guard Distinguished Service Award. General Fleming continues to serve his country and his community in many ways and is the founder and Chair of the Jacksonville Military Veterans Coalition and the Northeast Florida Military Veteran College Network. He also chairs the Fire Watch initiative to end veterans' suicide.

General Fleming thanked the Board and reiterated that he is the Chairman of the Fire Watch, and the Commission has been so supportive. They have now passed 2,000 watchstanders, and they are trying to reach the 90% who have never served in the military but want to be part of the solution. Fire Watch is doing great things, and they are taking it across the state of Florida.

Chairman Wayne Bolla asked General Fleming if there is a veteran that feels he needs help, how can he get connected with your program. General Fleming said they could go to firewatch.org or call 211, which will take them to direct services.

CALL TO ORDER

Chairman Wayne Bolla called the meeting to order at 4:02 pm.

ROLL CALL

Present: Commissioner District 2 Chairman Wayne Bolla

Commissioner District 4 Vice-Chairman Betsy Condon

Commissioner District 1 Mike Cella

Commissioner District 3 James Renninger Commissioner District 5 Dr. Kristen T. Burke

Absent: Commission Auditor Heather Boucher **Staff Present:** County Manager Howard Wanamaker

County Attorney Courtney K. Grimm

PET ADOPTIONS

Teresa Capo, Executive Assistant, presented a PowerPoint presentation of pets available for adoption - Fancy (dog) - Dixie (dog) - Casper (cat) - Tina (cat). See Attachment A. If you are interested in adopting a pet, contact - clayadoptions@claycountygov.com or call (904) 269-6342. Ms. Capo stated Clay County Animal Services also offers a community rabies and microchip clinic on the first Thursday of every month from 3:00 pm to 5:00 pm. The "Kitten Crew" is always looking for fosters. If you are interested, please contact clayfosters@claycountygov.com.

PROCLAMATIONS/RESOLUTIONS

1. Clay County History Month

Chairman Wayne Bolla and Commissioners encourage residents and visitors to learn more about our county's remarkable history dating back to the Revolutionary War, the turpentine industry, and the planned communities of the Roaring '20s. May is also recognized as National Historic Preservation Month, a time to celebrate the role of history in our lives and the contributions made by those dedicated to preserving the tangible aspects of the heritage that has shaped us as people, fostered local pride and given character to our communities.

Accepting the Proclamation are:

- Honorable Tara Green, Clay County Clerk of Court and Comptroller
- Mary Justino, PIO for Clay County Clerk of Court and Comptroller
- Vishi Garig Clay County Archives
- David Broskie Clay County School Superintendent
- Kelly Watt Social Studies Specialist with Clay County District Schools
- Kimberly Morgan Director of Tourism and Film Development
- Randy Harris Chairman of the Historic Preservation Board
- Melissa Clearman Vice-Chairman of the Historic Preservation Board
- Deirdre Murphy Board Member of the Historic Preservation Board
- Felicia Hirsch Board Member of the Historic Preservation Board

• Dr. Maureen Jung - Board Member of the Historic Preservation Board

Vice-Chairman Betsy Condon read the Proclamation for Clay County History Month.

Chairman Wayne Bolla made a motion for approval of the Proclamation, seconded by Commissioner Kristen Burke, which carried 5-0.

Ms. Justino thanked the Board and wanted to make sure that our community and the Board understand that this has been a huge partnership building for several years. There are history articles in the Clay Today and in Neighbor to Neighbor every month. Last week in Clay Today, there was a four-page special insert. It includes twenty-five local historical spots all over the county and is called Celebrate Clay History bingo. The intent is to make history fun. In partnership with county tourism, the school district, Vishi Garig -County Archivist, historical society contributions, and many more, they have developed the content with the idea that parents will hang on to the card all summer long and take their kids out to historical sites all over the county. Ms. Justino noted a hard copy in the paper and an online version that Ms. Morgan will give more details on. Ms. Kimberly Morgan, Director of Tourism, said a copy of the card in the vestibule to get a QR code for an online version. See Attachment B. The QR code leads to a link on exploreclay.com. You will be able to sign-up and see the bingo card on your phone and then check in. After ten visits, you will be entered to win a prize from the Tourism team and all of the great partners they put together to develop the bingo experience for visitors and locals.

Ms. Justino stated that they found a common thread in all the different projects for the students and tour groups. All the fun stuff is being done to expand everyone's awareness about the value of clay county's history. Sometimes we think history is just something that happens somewhere else or only in textbooks, but the truth is history happened here. We can not expect our kids to be proud of where they are from if they do not know anything about it. Ms. Justino explained their goal is to spread all the good stuff about Clay County.

2. May Mann Jennings, Florida Women's Hall of Fame

Chairman Wayne Bolla and Commissioners acknowledge the lifetime of service to the State of Florida by May Mann Jennings and offered their support for her induction into the Florida Women's Hall of Fame this fall. May Mann Jennings' numerous accomplishments in the field of conservation, public health, education, and her lifetime of advocacy for others have contributed to the welfare and progress of the State of Florida more than any other woman in the twentieth century.

Accepting the Proclamation are:

- Dianne Foerster General Federation Woman's Club Florida President
- Theresa Crockett General Federation Woman's Club Florida Legislative Public Policy Resolutions, Chairman

Annaleasa Winter, Public Information Officer for the Board of County Commissioners, read the Proclamation for May Mann Jennings - Women's Hall of Fame.

Vice-Chairman Betsy Condon made a motion for approval of the Proclamation, seconded by Commissioner Mike Cella, which carried 5-0.

Ms. Foerster thanked the Commissioners for the honor, and it is appreciated very much. May Mann Jennings is very important to them. She was a pioneer in Florida and is from Clay County; therefore, they feel this is an appropriate place for them and an appropriate proclamation. Ms. Foerster asked citizens to help get Ms. May Mann Jennings into the Women's Hall of Fame through the Governor's office.

Ms. Crockett recognized the GFWC members in the audience and asked Deborah Johnson and Candy Jackson to be in the picture. Ms. Foerster stated the GFWC has over 7,500 members.

PRESENTATIONS

North Florida TPO - Transportation Improvement Program (TIP) for Fiscal Years 2022/2023 through 2026/2027 (Elizabeth de Jesus)

The North Florida TPO is developing the Transportation Improvement Program (TIP) for Fiscal Years 2022/2023 through 2026/2027. The TIP identifies all publicly funded highway, transit and aviation projects within the North Florida TPO area which includes Clay, Duval, Nassau and St. Johns Counties.

Elizabeth de Jesus, Transportation Programs Manager at North Florida TPO (Transportation Planning Organization), presented a PowerPoint presentation attached to the agenda to the Board regarding the Transportation Improvement Program. Ms. de Jesus noted the TIP's responsibility is the short-range transportation plan for the urbanized area. There are several scheduled public meetings, and she is halfway through those meetings. The virtual public meeting is on May 24, 2022, from 4:30 to 5:30 pm. June 9, 2022, the approval date is at the North Florida TPO, 980 North Jefferson Street, at 10:00 am. Ms. de Jesus noted the projects listed in the TIP.

- I-295 (SR 9A) at Roosevelt Boulevard to South of Wells Road Interchange Modification - 2024
- Blanding Boulevard (SR 21) from South of Wells Road to North of Argyle Forest Boulevard - Intersection Improvement - 2023
- Blanding Boulevard (SR 21) from CR 215 to CR 218 Resurfacing 2023
- CR 220 Add Lanes and Reconstruct from Henley Road (CR 209) to Knight Boxx Road (CR 220B) - 2023 (FDOT)
- CR 220 Add Lanes and Reconstruct from Henley Road (CR 209) to Knight Boxx Road (CR 220B) - 2024 (Clay)
- Kingsley Avenue Resurfacing East of Blanding Boulevard (SR 21) to West of US 17 (SR 15) - 2023
- US 17 (SR 15) Resurfacing North of Eagle Harbor Parkway to Doctors Inlet

- Bridge 2023
- US 17 (SR 15) Resurfacing Water Oak Lane to Eagle Harbor Parkway 2024
- US 17 (SR 15) Resurfacing Oak Street to Black Creek 2026
- US 17 (SR 15) Resurfacing from the Putnam County line to Sweat Road
- US 17(SR 15) Intersection Improvement From Water Oak Lane to North of Eagle Harbor Parkway
- US 17 (SR 15) Bike Path/Trail From Ball Road to Black Creek Trail
- SR 16 South Fork of Black Creek Bridge No. 710022
- First Coast Expressway (SR 23) New Road Construction
- First Coast Expressway (SR 23) New Road Construction from North SR 16 to North of Blanding Boulevard (SR 21)
- First Coast Expressway (SR 23) New Road Construction From East of CR 16A (SPUR) to East of CR 209

Karen Tolley, Florida Department of Transportation, addressed the Board regarding an update on the TIP. Ms. Tolley said the section of the First Coast Expressway from East of 209 to North of SR 16 already has some construction started. Ms. Tolley referenced the balance of the project in the presentation. It will not be open by 2023. It is estimated to be a 1.5 to 2-year project. Chairman Wayne Bolla asked if it would be open by 2024. Ms. Tolley said she expects by 2024, if there are no hurricanes, no other weather impacts, and other economic impacts.

Commissioner James Renninger asked for clarification on the first project, I-295 (SR 9A) at Roosevelt Boulevard to South of Wells Road - Interchange Modification - 2024. Ms. de Jesus said this project would add lanes to the interchange, including Wells Road, Orange Park Road, Eldridge Avenue, and the East/Westbound off-ramps. Chairman Bolla asked when the New Shands Bridge is expected to be completed. Ms. de Jesus said construction would begin this year. Ms. Tolley said the new bridge would take several years to complete. FDOT does have a website http://nflroads.com/. The website links the specific roads, including the First Coast Expressway. It has several documents, including the plans, segments, toll entries, and an estimate of the construction timeframe. It is the best place to look for information regarding the project.

Chairman Bolla said he knows the project is ahead of schedule because the bridge funding was moved by a year. The bridge is a key thing to Clay County. Ms. Dolby agreed with Chairman Bolla and said Ms. de Jesus would present on the next segment located on the St. Johns County side, which will connect CR 16 A SPUR to I-95. Chairman Bolla asked for an update regarding CR 16 because of the congestion-related 2022 Fair traffic. Commissioner Mike Cella said it was from the interchange to the East of CR 17. Ms. de Jesus, the county requested a study, which will be completed during this next fiscal year. The general idea of the study is to look at potential access management, land use planning, and major intersections to determine what steps can be taken to prevent the deterioration of the operating performance of SR 16 from US 17 through Penny Farms to SR 21. This is planned for the next fiscal year, which will begin July 1, 2022. The plan is to begin by working with County Staff to have a scope of the study and then present an update to the Board. Chairman Bolla asked if all of the projects presented today are fully funded. Ms. de Jesus said they are in the program, yes. Commissioner Renninger asked for the website for these projects to be stated again. Ms. Tolley said http://nflroads.com/. Ms. de Jesus said the website is the best place to get information regarding any project.

Investment Committee Update Investment report for 1st Quarter and 2nd Quarter FY 21/22

Honorable Tara S. Green, Clay County Clerk of Court and Comptroller, addressed the Board regarding the Investment Committee update. Clerk and Comptroller Green said she would give a recap, and Ms. Amy Bramlitt would give an overview of the actions by the Committee. She also noted that Chairman Wayne Bolla is the newest member of the Investment Committee. Finally, Clerk and Comptroller Green did a recap of the October 2021 - March 2022 actions:

- Took \$110.5M excess cash from Wells Fargo and moved \$50.0M to Florida Class and \$60.5M to Florida Prime
- Moved \$33.3M to Florida Prime from Florida Safe

Amy Bramlitt, Finance Officer, continued the update from the Investment Committee.

Market Update:

- Federal Reserve raised interest rates in March for the first time since 2018
 - Strong economic activity and low unemployment rate
 - Inflation remains elevated "reflecting supply and demand imbalances related to the pandemic and higher energy prices"
- Federal Fund Rate targeted from 0.25% to 0.50%
- Anticipates the future increases will be needed
 - Economists state that they could potentially raise the target rate an additional
 50 basis points in May and then another 50 basis points in June
- Sends a message that the Federal Reserve is moving to a tighter monetary policy from a neutral policy

Ms. Bramlitt said we would continue to watch the market to invest prudently to improve yields. Ms. Bramlitt referenced a chart in the presentation of the Market Outlook, which came from Wells Fargo. The chart includes trends of historical and predicted Fed Funds Target (FFT). This forecast has negatively affected current long-term investments but will increase yields in the future. Ms. Bramlitt said by the end of 2018, the Federal Funds were 2.5 and had since dipped down to 0.25 and was nearing close to 0. Some said it was probably going to go negative. However, they did increase it from 0.25 to 0.50. basis points, but the Federal Reserve projections are expected to raise rates so that by the end of the calendar year/beginning of the first quarter, it should be back to the 2018 level. As a result, fixed income will see a better return on those funds.

Description of the Invested Funds:

- Florida Prime (Daily Liquidity)
 - Intergovernmental investment pool and currently serves over 700 participants across the state
 - Pooled assets of \$20.2 billion as of 3-24-2022 and is invested in short-term, high quality fixed income securities
 - Pool rated AAA by Standard & Poor's

- Florida Class (3-5 Day liquidity)
 - Intergovernmental investment pool with a longer term investment strategy generating a higher return
 - Pooled assets of \$569.9 million as of 3-30-2022
 - Value is affected by current interest rates
 - Pool rated AAAf/S1 by Fitch
- PFM/US Bank
 - Bond investments in PFM's Pooled funds and US Treasuries recommended by Financial Advisor

Ms. Bramlitt referenced a cash and investments snapshot of where all of the money is as of 3-31-2022. There is \$440.7M in cash, which is quite a bit to invest and use. Wells Fargo is an active account with almost \$70M. There is \$93M in the Bond portfolio, earning an average of 2.6% in FY 2022. The chart reports the actual amount for the first quarter and second quarter. The Florida Pam Bond investments are the short-term money to pay for the construction. It only earns 0.09% because that is the money used to pay those particular bills. Florida Class is the new one with 30 basis points and has increased interest in the second quarter with some of those growing interest rates. Lastly, the biggest investment is Florida Prime, which earned approximately \$125,000.00.

Ms. Bramlitt referenced a very detailed chart in the presentation, which summarizes Cash and Investments. It is the required information for the Board and the public. Everything in green is within the investment policy. Certain percentages cannot exceed in various types of investments. She highlighted that the S&P-rated GIP index is an index in the policy the financial advisors use. It needs to be looked at when a portfolio gets below that amount for an extended period. That is why the decision was made to move money out of Florida Safe and into other funds, which has proven to be a good move. The fair market value of the investments is reported as required disclosures. However, they will be held to term, and there will be no difference in the amount invested and the amount taken out of those funds. In the presentation, Ms. Bramlitt references a net earnings by investments FY 2021-2022 chart. The County has good and quality investments.

Commissioner James Renninger asked for clarification regarding a Wells Fargo reported interest rate on a slide from the presentation. Ms. Bramlitt said the County earns 25 basis points for everything there, with the caveat is they offset the banking fees. Therefore, the County is positive about the interest. However, it is a little misleading because the County pays all the banking fees, including cleared checks, ACHs, etc. Future reports can update with gross and net. Commissioner Renninger asked for clarification on the term excess cash. Ms. Bramlitt said excess cash is cash not needed for immediate payment of operating expenses, which means those funds can be invested in a good matching term of maturity to make a little extra money to provide services within the County. Then have it available when it is time for a construction project or work on several other projects. Commissioner Renninger asked where the excess cash came from. Ms. Bramlitt said excess cash comes from ad valorem, fuel taxes, and all the different tax base revenues, all in different funds with specific requirements to use the money. Commissioner Renninger stated for clarity the County gives a discount to pay taxes early, and people do. They pay all of their taxes in November. The County sits on that to run the County for the rest of the year.

APPROVAL OF MINUTES

- 3. Board of County Commissioners Meeting Minutes, April 26, 2022.
- 4. Finance and Audit Meeting Minutes, May 3, 2022.

Commissioner James Renninger made a motion for approval of the April 26, 2022, BCC meeting minutes and May 3, 2022, Finance and Audit meeting minutes, seconded by Commissioner Mike Cella, which carried 5-0.

PUBLIC COMMENTS

Chairman Wayne Bolla opened the floor for the public comment at 4:44 pm.

Nancy McDaniels, 1648 Sandy Hollow Loop, Middleburg, Florida 32065, addressed the Board regarding her disapproval of agenda item 18-LDC-2021-14. Ms. McDaniels said she provided pictures for the Board. See Attachment C. She said she understands the Board closed the item, but she still desired to express how her community feels on the matter. The community is faced with a six-story building on the property line of the neighborhood. She said she had been faced with challenges from this since January. We do not need six-story storage units in this County. The County does not need 6-story builds for anything. Our headquarters is only four stories. We do not need tall buildings next to any neighborhood. Many of the neighbors here in the audience do not want that building.

Katie Wigginton, 1646 Sandy Hollow Loop, Middleburg, Florida, 32068, addressed the Board's disapproval of agenda item 18-LDC-2021-14. She said she has spoken to many neighbors in Sandy Hollow. The different neighborhoods have participated in many meetings about the College Drive Initiative. No one is opposed to businesses coming into that end of the College Drive. We would love to see restaurants and family-friendly businesses. However, the neighbors have real safety concerns. We are the closest neighborhood to the light of Old Jennings. It is the last neighborhood that the child walks to Doctors Inlet Elementary school. Every child who goes to that school is transported by a parent or walks. Only one crossing guard is at College Drive and CR 220. Ms. Wigginton suggested that the County look at business operation times and subsequent safety steps to be implemented. Some younger children walk to school with a parent, but most walk by themselves. It is great fear to many in the neighborhood. Many residents have grandchildren that walk that road to go to that school. She has even spoken with business owners who want to see other thriving businesses. She wants to see Clay County stay a family-oriented community, not one that slaps up businesses to get revenue. Ms. Wigginton asked what kind of revenue storage units bring in that there are so many are being built. Chairman Wayne Bolla said they must bring in enough revenue for private investors to invest in them, or they would all go bankrupt. Therefore, people are using them. Ms. Wigginton said someone called existing storage facilities in Clay County and was told many of them are only 70% full.

Dennis Metheny, 1825 B Green Spring Circle, Fleming Island, Florida 32003,

addressed the Board, thanking them but stating he wanted to withhold positive or negative feedback since the item was withdrawn. However, Mr. Metheny did say he was at the Planning Commission meeting and was happy the vote was 6-0. He said he would be back when the item does come before the Board.

Gloria Solomon, 345 Aries Drive, Orange Park, Florida 32073, addressed the Board regarding her disapproval of item 18 - LDC-2021-14. She said she is a long-time resident of Clay County. It has become home. Ms. Solomon expressed her concern about the growth and density of Clay County and asked why any council would agree to allow any developer to change Clay County zoning. That should be up to the constituency and the Boards that are elected. The County should stay the way residents want it instead of it growing in leaps and bounds unrestricted. The zoning is there for a reason. She said she could see where allowing a variance for a specific piece of property is appropriate. However, she does not agree with letting someone come in and change it across the County.

Connie Thomas, College Drive Initiative, addressed the Board regarding several initiatives coming into play. Ms. Thomas said several things in the County that the community is buying in on and are positive for the County. The citizens are working hard to see things come to fruition. Ms. Thomas suggested that when the County is working on initiatives, special districting should be considered or a small moratorium. Then, they can do their job and get things up and running to allow for the initiative. It takes a while with community members because it requires a lot of meetings to bring things together. It is a real challenge to fight a mini-storage project while at the same time trying to get the initiative running and make something really special. Ms. Thomas requested just some time to work.

Hearing no other comments, Chairman Wayne Bolla closed public comment at 4:55 pm.

CONSENT AGENDA

- 5. Consent Agenda Items from the May 3, 2022 Finance & Audit Committee Meeting
- 6. Approval of Resolution 89-21R(C) updating the Planning Districts map. Resolution 89-21R(C) will amend the previous resolution by replacing Exhibit A (the Planning Districts Map) with an updated map in order to correct an error found in one of the planning district names and to rename a second planning district. The Doctors Inlet/Ridgewood planning district was previously mislabeled as Doctors Inlet/Ridge on the earlier map. The Penney Farms/Asbury planning district will be renamed the Lake Asbury/Penney Farms planning district.

7. Finance Business

The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order

to meet the requirements of Ch. 136.06 (1) FL Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.

Vice-Chairman Betsy Condon made a motion for approval of the consent agenda, seconded by Commissioner Mike Cella. Which carried 5-0.

DISCUSSION/UPDATES

8. Progress Report on the Bonded Transportation Program (E. Dendor)

Ed Dendor, Bonded Transportation Program Manager, gave the Board a progress report on the bonded transportation program. Mr. Dendor said the designers continue with their design and permitting processes with input from the contractors from Projects 1, 2, 3, 4, 5, and 6A. Project 6B the County and Superior Construction Company Southeast, LLC circulated draft agreements between the organizations for review and signatures for the design build contract for the First Coast Connector. There will be a kick-off meeting tomorrow for that project. Project 1 - CR 218 from Cosmos Avenue to Pine Tree Lane, Anderson Columbia, mobilized the week of the April 25th and started clearing work for the four pond sites that exist for that project. Project #4 (Sandridge Road) on April 5th and 6th, the project team held value engineering sessions with the designer, contractor, WGI, and County representatives to manage the project scope within the project budget and work toward a guaranteed maximum price (GMP) for this project. Final recommendations are being formulated. Mr. Dendor said he presented a program overview for the Northeast Florida Builders Association for community outreach. The meeting was held at the Holiday Inn on Wells Road. He will participate in a presentation next week at the First Coast Summit. Furthermore there will be a groundbreaking ceremony this summer near the CR 218 project. Finally, there will be an open house informational session for all 5 CMAR projects later this summer or early fall. Overall, as the turbulent economic world continues to spiral in unforeseen ways, the team continues to refine the Bonded Transportation Program financial forecast while considering pricing variables and changing commodities as we continue to refine the scope to remain in the BTP finance budget.

Commissioner James Renninger asked what the one near miss was. Mr. Dendor said the survey team WGI was out in the field and got their four-wheel-drive pick-up truck stuck in the mud. A wrecker pulled it from the mud and nicked a tree. Mr. Dendor did a thorough investigation. Commissioner Renninger asked for a near miss to be included in future reports. Mr. Dendor said he would include them if they happen in the future.

Commissioner Mike Cella said he is starting to get phone calls about what will happen to their properties as these projects begin. He asked Mr. Dendor what the best way to handle these questions was. Mr. Dendor said to manage the expectation and answer questions. The County website is the best place. Questions can be funneled to him either via the website or the Board. Someone came to the engineering floor, and he was able to walk them through the projects. Many people want to know how their personal

property will be affected right now. However, most projects are not finished with the design yet, so it is difficult to answer those questions. Mr. Dendor said he would entertain and attempt to answer questions as they went along.

Business Tax Update (T. Nagle)

Troy Nagle, Assistant County Manager, presented a PowerPoint presentation to the board regarding the business tax update. See attachment I.

Local Business Tax:

- Enacted by Ordinance
- Most counties collect through the Tax Collector (20% admin fee)
- Exemptions are allowed per Statute (Various businesses)
- Not a Revenue Generator
- Benefits
 - Allows analysis of businesses in the county
 - Allows Public Safety to have an accurate list of all businesses

Requirements:

- Beginning October 1, 1995, a county or municipality that has not adopted a business tax ordinance or resolution may adopt a business tax ordinance.
- The business tax rate structure and classifications in the adopted ordinance must be reasonable and based upon the rate structure and classifications prescribed in ordinances adopted by adjacent local governments that have implemented s.205.0535.
- If no adjacent local government has implemented s.205.0535, or if the governing body of the county or municipality finds that the rate structures or classifications of adjacent local governments are unreasonable, the rate structure or classifications prescribed in its ordinance may be based upon those prescribed in ordinances adopted by local governments that have implemented s.205.0535 in counties or municipalities that have a comparable population.

Mr. Nagle referenced a slide reporting on comparable counties that have a study Clay County could use in the presentation. He noted although Alachua, Leon, Hernando, and Bay County could be considered comparable counties, they do not have a Business Tax. However, Escambia County exceeds Clay County's population by over 100,000, so it would not be comparable. Staff recommends looking at Martin and Indian River Counties, but that is at the pleasure of the Board. Courtney Grimm, County Attorney, said that staff looked for an adjacent county to a model based on the statutory language and tried to determine whether or not they had completed a study. Many of them had difficulty determining if they had completed a study because it would have been done in the 1995 timeframe. Duval did do the study. However, to move passed Duval, the Board would have to determine that it is unreasonable and not comparable for all the reasons Mr. Nagle said. Then you move to comparable population-wise. All counties above Clay County population-wise do not qualify because they have not done the study. One of them was St. Johns County, but they did not qualify. Charlotte, Indian River, and Martin are all below us. Something to consider is the way the statute reads, and because of how

Clay County will have to adopt it under the statute, we are not allowed ever to increase the business tax. Therefore, the statute's only outlet is to repeal it or reduce it.

Questions from Last Meeting:

- Reached out to St. Johns, Indian River, and Duval for Process
- None actively look for violators however, will:
 - send letters if they fail to register after previously registering
- Zoning
 - Self attestation is most common
- If complaint is filed, the action is then:
 - Send a letter or send to code enforcement for action
- Exempt Businesses:
 - If not required to have one by statute, then they are not listed (these are very limited)
 - If exempt from paying, then a \$0 tax receipt is issued (same information is still collected)

Mr. Nagle referenced a slide in the presentation describing Exemptions per Florida Statute. He noted that the bottom part of the report does not require a business tax receipt. The top part of the report is entitled to an exemption from a business tax receipt fee. However, it is considered a \$0 business tax since they are exempt from paying.

Mr. Nagle referenced a fee generation report. It has projections for assumed fees and expenses.

Commissioner Mike Cella asked how businesses first identify the first roll of business to receive letters about the tax if the County does not have a list. Mr. Nagle suggested reaching out to the Property Appraisers office and notifying the person who owns the property. Commissioner Cella said if the County does not catch a business the first year, that business could ride for years without receiving a letter. Commissioner Cella asked how business is going to be defined. County Attorney Grimm said it is a statutory definition. It is in the draft ordinance and set by statute—the reason being the way the exemptions are set. Chairman Bolla asked if the County could tie any future Federal Assistant criteria to recognizing the business license of Clay County. Mr. Nagle said yes. Commissioner Kristen Burke said it would be an advantage and a positive way to let people know they are there. Commissioner Mike Cella said he could argue the opposite. For example, if someone pays their business tax and receives a business tax receipt and does not do the job they are supposed to, someone could come to the Board and say the Board allowed them to be in business because they were sold a business tax receipt. Commissioner Burke noted the business tax is not recognizing the quality of work. The purpose is to know these business exist in the County simply. Chairman Bolla expressed his concern that Clay County will never be able to raise the rate once it is adopted.

Commissioner Mike Cella noted that Council Member Royal of Green Cove Springs volunteered to speak to the Board regarding a business tax receipt. Van Royal, Council Member of Green Cove Springs, addressed the Board regarding the business tax receipt process for the City of Green Cove Springs. Council Member Royal said he had supported it because it is a good registration system. However, he is concerned for the

County to adopt a similar business tax because that would be double taxation. He said the City of Green Cove Springs would be happy to share their list and information with the County. Chairman Wayne Bolla said if the County adopts the tax, they must tax every municipality. Courtney Grimm, County Attorney, said if Clay County adopts the tax, it must give a portion of the tax to the City of Green Cove Springs. Council Member Royal asked for clarity regarding the fee. County Attorney Grimm said the fee is approximately \$40.00, much less than Green Cove Springs. Council Member Royal expressed his concern about businesses responsible for two tax receipts. Mr. Nagle said by statute, the County cannot exempt any municipalities. Council Member Royal said it is a good idea. It gives people a list and lets people know who is doing what.

Courtney Grimm, County Attorney, said there are public hearing requirements due to the statute. The ordinance draft will be updated, and the advertisement for a public hearing will be in the first week of June. Chairman Bolla said he thinks the County should go with the higher rate. Commissioner Renninger noted that the higher rate of \$40.00 is cheaper than Green Cove Springs and Orange Park. He asked if there is a way to assess the impact this would have on the municipalities. Mr. Nagle said a report on the last page of the presentation lists the percentages. Commissioner Kristen Burke asked how a municipality could adopt such a high rate. County Attorney Grimm said they did not do it under the study. Certain classifications were allowed if a municipality adopted the tax during a certain timeframe. Vice-Chairman Condon said she is still a no. She has been a no the whole time. She does not believe government belongs in people's businesses. She said the EDC could provide business information to Clay County. That would illuminate the need to tax people for the information. Commissioner Burke asked if the County could get the list from the EDC. Mr. Nagle said that list does not give a comprehensive list of all the businesses in Clay County. It will only give the types of businesses. Chairman Wayne Bolla instructed staff to go ahead with writing the ordinance. The Board will vote on it after the public hearing in June.

OLD BUSINESS

PLANNING AND ZONING

NEW BUSINESS

10. Lien Reduction

Case No. CE-20-033; 105 Suzanne Avenue, Orange Park, Florida Emil David Bay, previous property owner James and Robin Stowers, current property owners

Chereese Stewart, Assistant County Manager, addressed the Board regarding lien reduction case number CE-20-033, 105 Suzanne Avenue, Orange Park, Florida. Ms. Stewart said Emil David Bay was the previous property owner and was the property owner when the case became active. The case was active for one year, eight months, and twenty-seven days for the violation of junk, trash, debris, and an overgrown yard. The Code Enforcement Special Magistrate imposed a fine of \$50.00 a day beginning August 21, 2020. As of December 8, 2021, the violations were corrected. The lien totals \$23,850.00. Staff's costs after 41 documents and eight inspections are calculated to be

\$1,620.00. On April 7, 2022, Special Magistrate Hartin recommended that the \$23,850.00 lien be reduced to \$1,620.00. Her decision was based on the fact that the previous owner had serious mental and physical health issues and could not maintain the property. Also, the current owners, Mr. and Mrs. Stowers, spent approximately \$13,000.00 to clean up the property, which took about 20 days.

James Stowers, Current Property Owner, addressed the Board regarding CE-20-033. Mr. Stowers said he grew up with Mr. Bay. Mr. Bay's parents passed away, and he has had some challenges over the years. Mr. Stowers has helped Mr. Bay clean up the property a couple of times. It got to a point where Mr. Bay could not care for himself. Mr. Stowers worked with Mr. Bay's ex-wife and daughter to get him medical help. He is doing well. Mr. Bay is now living in Texas with his daughter. Mr. Stowers and his wife assumed the property from him and cleaned it. He said it was atrocious. He said it was challenging to get it cleaned up in 20 days. However, he said he was happy to get it cleaned up to the point that the fines stopped and appreciate anything the Board could do for him.

Gloria Neely, Friend of Mr. and Mrs. Stowers, addressed the Board on behalf of Mr. and Mrs. Stowers. She said the Stowers had done a phenomenal job cleaning up the property. The property was atrocious, but they were diligent. It was so bad you couldn't even see a lot of things. However, they worked every day after work, every Sunday after church, and constantly cleaned. They had people stop to help, give a thumbs up, and say thank you.

Commissioner James Renninger made a motion for approval to reduce the lien amount to zero, seconded by Vice-Chairman Betsy Condon, which carried 5-0.

11. Request to use alternative procedure to notice public hearings for the consideration of potential purchase and sale agreements for the purchase of identified real property for the Bonded Transportation Program and Facilities Department

Courtney Grimm, County Attorney, addressed the Board regarding the request to use an alternative procedure to notice public hearings for consideration of potential purchase and sale agreements for the purchase of identified real property for the BTP and Facilities Department. There is a list of identified and listed properties attached to the agenda. The request is for the Board to approve the alternative procedures to allow the properties to be pursued. Many of the properties are in connection with the Bonded Transportation Program. Some of them will be used for ponds. Others will have to have more work done for the acquisition of right-of-way. There are additional ones in connection with facilities needs. There has not been a determination to enter into a purchase and sale agreement. That will have to come back before the Board. This request authorizes the alternative procedure.

Commissioner James Renninger asked for clarity regarding the purpose. County Attorney Grimm said the alternative procedure allows the timeframe to be reduced to bring a matter back to the Board. The Florida Statute has a 30-day notice with certain provisions to protect the appraisals and information from the public records. However, because this is being handled, the information does not need to be protected, especially

for the Bonded Transportation Program. The County is providing the appraisals immediately to the people for negotiation purposes. This will reduce the timeframe to provide notice to five days and bring the purchase and sale agreement more quickly.

Commissioner Mike Cella made a motion for approval, seconded by Commissioner Kristen Burke, which carried 5-0.

CONSTITUTIONAL OFFICERS

No comments were made by Constitutional Officers.

COMMISSION AUDITOR

Heather Boucher, Commission Auditor, was not present for comment.

COUNTY ATTORNEY

Courtney Grimm, County Attorney, noted to keep the Board apprised of the progress of the Charter Review Committee. There are three ballot items they are trying to forward and they had to have three public hearings. They held the first public hearing and the second and third are set for May 16, and May 31, 2022.

Chairman Wayne Bolla asked if they as a Commission could put out a referendum if they wanted to and what would the deadline be. County Attorney Grimm said they could and the deadline would be the middle of July.

COUNTY MANAGER

Howard Wanamaker, County Manager, noted that the impact fee study was kicked off yesterday. James Edison and Molly McKay with Willdan Financial Services came and gave an introduction and talked about the approach and the collection of data. CCSO, Clerk's Office, and all the department heads were present at the meeting. Staff feels that time is of the essence with this; with everything going on and things keep growing, they will work diligently to obtain the data and bring it before the Board.

County Manager Wanamaker noted that the workshop held this morning was very productive regarding the solid waste management study. Many of the items from the discussion will be coming up at the next BCC meeting. The topics covered were tonnage of drop-offs per year, recycling, funding, ordinances, and RFPs.

TIME CERTAINS

12. 5:00 p.m. or as soon thereafter as can be heard - Collective Bargaining Agreement between Clay County and the Clay County Fire/Rescue Professionals International Association of Firefighters Local 3362- Fiscal

Chief Lorin Mock and Lieutenant Eric Soles, President of the International Firefighters Labor Union, addressed the Board regarding the collective bargaining agreement between Clay County and the Clay County Fire/Rescue Professionals International Associations of Firefighters Local 3362 for fiscal years 2022/2024. Chief Mock said that Lieutenant Soles has been in negotiations with the labor union as well as himself on behalf of public safety, he is representing his bargaining team, and Chief Mock is representing the management bargaining team. They successfully concluded negotiations a few days ago. As a result, the union was able to vote on the proposal before the Board, they had a fairly large unanimous vote in favor, and they stand before the Board presenting that agreement with the Firefighters Local 3362. It is a three-year agreement that will commence on December 22, 2022.

Chairman Wayne Bolla said that is great news and commended both gentlemen. It was a tough one, and they worked many hours getting it right. The Board is happy, and he hopes the union is happy. Lieutenant Soles thanked the Board, staff, and administrative team with the fire department. They started a hard march back in September, and he also thanked the citizens and his fellow firefighters for their support. Lieutenant Soles said, "mission accomplished." Chairman Bolla said we really appreciate what you all do, and honestly, we can not do enough for you all.

Vice-Chairman Betsy Condon made a motion for approval, seconded by Commissioner Kristen Burke, which carried 5-0

 5:00 p.m. or as soon thereafter as can be heard - Confirmation of Clay County Precincts and Polling Places recommended by Supervisor of Elections Chris Chambless

Honorable Chris Chambless, Supervisor of Elections, addressed the Board regarding the confirmation of Clay County precincts and polling places. Supervisor of Elections Chambless acknowledged the collaborative effort of Troy Nagle, Assistant County Manager, and the GIS team. Specifically Ann Chaney, Management Information Services GIS, Holly DePaul, Elections Services Manager, and her GIS team, specifically Anthony Manzano. Over the years, re-precinting has evolved significantly with the evolution of early voting and no-excuse vote by mail, which accounted for more than 80% of the total vote in the 2020 General Election. Additionally, 20% of the vote in the 2020 Presidential election happened at the precinct. It is a fundamental shift in the way citizens are casting their ballots. That has allowed for an increased number of voters assigned to a precinct.

The new idea is this: polling locations with ample and accessible parking and spacious rooms allow for more equipment to accommodate more voters. To meet the needs of Clay County voters while minimizing wait times for voting, precincts are equipped to match the availability of the room and the parking. For example, nearly half of all polling

locations in Clay County can check in 4 to 6 voters at any given time. Additionally, one of the other bottlenecks in the process is that multiple ballot tabulators have been placed at each polling location, allowing voters to complete their ballot and cast it simultaneously. In past years, precincts were primarily by representative district lines. While this is primarily a considerable advancement in the ballot on demand, technology reduces the risk of voters not getting their specific ballot style and better security. It is much easier to secure blank paper than for ballots, and when the supply of blank paper is not used in the primary, it can then be used for the General Election. This is extremely important because of the supply chain issues. Acquiring enough paper can be a challenge. Lastly, it virtually eliminates waste. There is nothing more painful than paying for the ballots that are not used because you are producing them on the front end of the process, but because of the ballot on demand, when a voter authenticates themselves at the ballot polling location is produced at that moment. What is even more painful is when we have to pay to have that unused ballot securely shredded after the Election. Even with these changes, the focus is primarily on the immediate growth of certain areas, including Lake Asbury, Oak Leaf, and Green Cove Springs.

Supervisor of Elections Chambless referenced the Supervisor of Elections website: www.clayelections.gov and gave the Board a handout for information. See Attachment D. The proposed re-precincts changes for 2022, which includes all voters active and inactive, pre-registries. The moves were approximate for location and population.

Boundary Changes

- Precinct 112--Clay County Utility Authority
 - Fox Meadows moved to Precinct 110--Middleburg Civic Center
 - 7.400 to 5.900
 - Only 3 splits due to large number of CBDs
- Precinct 302--St. Johns River State College
 - 530 voters Westside of Night Box moved to Precinct 500--Pinewood Presbyterian Church
 - o 3,000 total voters
 - Eliminated all of the BCC splits created by the reapportionments
- Precinct 304--Salvation Army
 - o increase 184 voters
- Precinct 600--Russel Baptist Church
 - Moved voters North of Sandridge Road and East of Henley to Precinct 310--Clay County Shrine Club
 - 6,000 to 6,500
 - Facility can handle more people
 - 3 Tabulators within that facility
- Precinct 608--Green Cove Springs Church of Christ
 - CR 315 Traceland and Edgewater Estates

Supervisor of Elections Chambless said all of the changes that were made were made for the benefit of the voter. It also provides in certain areas room to grow. The largest polling location is approximately 10,000 voters.

- Precinct 113--Oak Leaf Baptist Church
 - 10.000 voters
 - Spacious Room
 - Ample Parking
- Precinct 115--Oakleaf Plantation Athletic Center
 - 10,000 voters
- Precinct 116--Argyle Elementary School
 - 10,000 voters
 - The only school because schools are a security risk.

The plan that has been put into place will not take us to the next redistricting year because the growth is too heavy for that. Therefore, we cannot poll locations. PUD and DRI's are limiting accessible space to allow for voting. Supervisor of Elections Chambless encouraged the Board to encourage new communities to consider 1,000 square feet per 5,000 voters for Community Centers to be used for polling locations. Chairman Wayne Bolla recommended Libraries. The Supervisor of Election said libraries would be great if they had ample space in the facility and parking lot. Chairman Bolla asked how long these changes would stay in place before they would need to be changed again. Supervisor of Elections Chambless said on the short side of four years and the long side of six years. It depends on the number of locations that come into these areas to allow growth. Vice-Chairman Betsy Condon said the video that explained election security was excellent, and she enjoyed going to the expo. Chairman Bolla asked how the changes were going to be communicated. Supervisor of Elections said:

- Information cards to every single voter in the county
- Probably the first week of June
- Sample ballot will have all precinct locations
- Postcard after the primary for the General Election

Commissioner Mike Cella made a motion for approval, seconded by Commissioner James Renninger, which carried 5-0.

 5:00 p.m. or as soon thereafter as can be heard - Presentations for RFQ No. 21/22-17, Professional Engineering Services for Stormwater Modeling (K.Smith/T. Abernathy)

Presentations from two Firms for RFQ No. 21/22-17, Professional Engineering Services for Stormwater Modeling. Firms have been requested to provide a 5-10 minute presentation. Presentations will be given in alphabetical order.

Jones Edmunds & Associates, Inc. = 92.00 Stinghofen & Associates, Inc. = 93.00

Following presentations, the Board will conduct a final ranking. Staff will then begin negotiations with the number one ranked firm. A committee consisting of ACM T. Nagle, Deputy Director of Engineering, and Public Works Director performed the initial evaluation and ranking.

Funding Source: FD1054-CC1233-PRJ100368-SC563000

Karen Smith, Director of Administrative and Contractual Services, addressed the Board regarding the presentations for RFQ 21/21-17, Professional Engineering Services for stormwater analysis and modeling services. Ms. Smith noted that there would be presentations from two firms that submitted proposals. The selected firm will be tasked with developing a stormwater master plan for the county and other stormwater-related services. Ms. Smith said that team member Taylor Abernathy from the Engineering Department, who was on the evaluation committee, was present to answer questions following the presentations, and she recognized Amber Hobbs from the Purchasing Department for her hard work on the RFQ. Ms. Smith noted that the project is funded with ARPA funds, and due to the close scoring, the Finance and Audit Committee recommended presentations. Firms have been requested to provide a 5-10 minute presentation. Presentations will be given in alphabetical order as follows:

- Jones Edmunds & Associates, Inc. = 92.00
- Stinghofen & Associates, Inc. = 93.00

Following the presentations, the Board is free to ask questions. After both presentations, there will be a roll-call vote.

Chairman Wayne Bolla asked for clarification for the public of a summary of what the study is to do. Mr. Taylor Abernathy stated this is an opportunity for the county to assess our stormwater as a comprehensive plan. The solicitation of the consultants is to identify local and regional drainage issues and plans to help with the development to help the engineering department curtail the issues. Chairman Bolla asked if this is what we will base our construction projects in the drainage area on in the next ten to twenty years. Mr. Abernathy answered yes, that would be correct.

 Mark Nelson - Senior Consultant/Vice-President, Justin Gregory - Project Manager, Jarrod Hirneise - Project Manager, and Alan Foley - Project Manager presented a PowerPoint to the Board. See Attachment E.

Chairman Wayne Bolla stated that he noticed the St. John's County's projects assessments were broken down into smaller pieces, and it appears that Clay County is going to be done in one. Could you give an explanation of the process. Mr. Foley said those were broken down to regional watersheds and were tackled over a period of time across funding years. Mr. Nelson said part of that was driven by the funding and partly due to the limitations of technology at the time. There were ten watersheds spread throughout the county. The high-resolution terrain information that forms the basis of a lot of the models was hard to work with. The advances in computer technology have driven all that forward to where we are now, and the ten different watershed models developed were all sewn into one model. Which is very important in the lower-lying areas that are flat and you are unsure where the water will drain; the innovations in the last five years have been fantastic in helping. Chairman Bolla said the project summary approach is we have the GIS in place, and we need to model that to the point we can predict where the water will go, and then you will break it up into a series of executable projects and then research funding those projects. Mr. Nelson said exactly, and now that the terrain data is available digitally, high-resolution aerial lidar drive data allows them with computing power to look at the whole county at once and quickly develop a rapid inundation process. Chairman Bolla asked if there is any validation to ensure what is being sent happens. Mr. Nelson said yes, and what they have done is taken temporary water level recorders and put them in locations. The team gets great photos when the rain comes through and observations of information that can be surveyed.

Commissioner James Renninger noted that Jones Edmunds has worked in Orange Park, and there is data from there; how important is that data and will it be used in the construct of this study. Mr. Jarrod Hirneise said that he worked extensively on the Orange Park project, and there was modeling that took place outside of the town limits, and data was collected. For example, they did a joint project with the county to assess the "big ditch" issues for flooding in the Northwest part of town. They collected survey cross-sections and data along that ditch and some outside the town that would play into the modeling techniques that we are discussing and the data within the town. If you wanted to incorporate that into a model, it could be used for this effort.

Commissioner James Renninger asked what experience they have with environmentally conscious solutions to resiliency. Mr. Nelson noted that on an aerial image of Gainesville on the south end, you could see a gator head in the vegetation, a treatment of wetland, we do a mix of hard and soft, and sometimes we have to go with bulkhead. Mr. Foley said they also helped develop one of the first state well impact manuals in partnership with Southwest Water Management District. Ms. Amy Goodden, Project Manager, noted that they had done design projects using soft armoring and environmental techniques as well as bulkheads where needed. They try to do as much on the environmentally resilient front as much as possible. For example, they have done the Sweet Water Wetlands Park for the City of Gainesville, which was designed for normal flow conditions. Even with all the hurricanes we have had since the park was built, it has operated through the hurricane and immediately after the park was utilized.

Vice-Chairman Betsy Condon noted that the town of Orange Park was granted a \$150,000.00 resiliency project. Are you still under contract with the Town of Orange Park. Mr. Gregory said yes, and they were contacted by Kyle Croce, the Town of Orange Park's Public Works Director, to do a scope of work for that funding. Vice-Chairman Condon asked if they were to get the project in Clay County do you see synergies for maximizing the grant funding for resiliency. Mr. Gregory said absolutely if they are working for both entities, they would be assessing projects and ideas that could help resiliency in the town and the county at the same time. Mr. Nelson added that funding partners like to see those synergistic projects to get multiple wins. So if they can fund one project while satisfying citizens in two communities or more, it is extra brownie points.

 Robert Gaylord - President of Stinghofen & Associates, Mark Troilo - Vice President, and Matthew Deal - Deputy Project Manager presented a PowerPoint presentation to the Board. See Attachment F.

Chairman Wayne Bolla asked how would you summarize what the project is about, with three or four major deliverables. Mr. Troilo said the first deliverable would be the database and spacial information to go with the model. The county has a GIS infrastructural database, and a lot of that information would hopefully be used for developing the model network. You would want to keep that intact and updated as you

build the model. Chairman Bolla asked if they would have access to the model after it was constructed. Mr. Troilo answered, of course, and in the past, there was training provided to the staff on how to use the model. Mr. Troilo gave examples of projects used to access the model for staff to utilize. Retrofits, capital improvement project, looking for a ten-year CIP program. The process normally is to build the existing condition model, and they rely heavily on the staff, maintenance crews, or public works because, more often than not, they know where the problems are and what needs to be done to correct the issue, also when we come up with the solution they want staff's feedback. Mr. Troilo said they also work to help update the flood maps. The proposal asked for incorporating that into the GIS, so it was accessible to the residents.

Commissioner Kristen Burke asked if they had recently opened an office locally. Mr. Troilo said the headquarters is in Orlando, and they share an office with WGI locally in Fleming Island.

Ms. Smith took the roll call vote:

- Commissioner Kristen Burke 1-Jones Edmunds 2-Stinghofen
- Vice-Chairman Betsy Condon noted that she votes the same as Commissioner Burke
- Chairman Wayne Bolla noted he votes the same
- Commissioner James Renninger noted he votes the same
- Commissioner Mike Cella 1-Stinghofen 2-Jones Edmunds

Ms. Smith said with scores of 6 for Jones Edmunds and nine for Stinghofen, the topranked firm is Jones Edmunds, and staff would begin negotiations, and per statute, if they negotiate a contract, staff would move to the second rank firm.

Commissioner James Renninger said he had the pleasure of working with Jones Edmunds in Orange Park, and quite honestly, the product they produced was one of the best he had seen, and he expects that on this project.

15. 5:00 p.m. or as soon thereafter as can be heard - Public Hearing on the Closing, Vacating and Abandoning of a portion of Vermont Avenue, St. Louis Avenue and Des Moines Avenue (all adjacent to the Goose Creek Subdivision)

Courtney Grimm, County Attorney, addressed the Board regarding the public hearing on closing, vacating, and abandoning of a portion of Vermont Avenue, St. Louis Avenue and Des Moines Avenue which are all adjacent to Goose Creek Subdivision. County Attorney Grimm noted the Board approved a plat for the Goose Creek subdivision at a previous meeting. The item is specifically in connection with the identified portions of roads that border along the edge of the subdivision and adjacent properties. The ROW of the roads have never been opened and this is the process to close those and provide half to the subdivision and the other half goes to the adjoining property owners. County Attorney Grimm stated that in the packet you will see that all the adjoining property owners that are affected have consented.

Chairman Wayne Bolla opened the floor for the public hearing at 6:04 pm.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 6:04 pm.

Commissioner James Renninger made a motion for approval, seconded by Commissioner Mike Cella, which carried 5-0.

16. 5:00 p.m. or as soon thereafter as can be heard - First Public Hearing to consider LDC-2022-03. (PC voted 6-0 to approve) (E. Lehman)
This application is a zoning text change to Art. XII, Sec. 12-6(11)(b) to add a reference to the code and to Sec. 12-6(11)(c) to add a reference to the code and to add a provision that no variance may be granted which allows for a use of the property contrary to the code.

Courtney Grimm, County Attorney, presented a PowerPoint presentation to the Board regarding the first public hearing to consider LDC-2022-03, an application for a zoning text change to Article XII, Section 12-6(11)(b) to add a reference to the code and Section 12-6(11)(c) to add a reference to the code and to add a provision that no variance may be granted which allows for the use of the property contrary to code. See Attachment G. County Attorney Grimm said this is in connection with the Board of Adjustments that handles variances that come in connection with our code, and Planning and Zoning is requesting the change to the powers and duties of the BOA. What this would do is clarify the power they do have. Any variance of something in the code can go before the BOA for their action. The portion of the code that provides for their powers has no limitation. The staff has proposed that the limitation be included so that they can not grant a variance that will affect particular land use. It would affect conditional uses, so they can not override those uses and allow a change. Staff has also included some clean-up with the language to clarify that in the section for the powers and duties, to make sure A, B, and C - all the references refer to the land development regulations code. County Attorney Grimm noted that staff recommends approval.

Chairman Wayne Bolla opened the floor for the public hearing at 6:06 pm.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 6:07 pm.

Vice-Chairman Betsy Condon asked if any Commissioners watched the BOA meeting during the discussion regarding this item. One of the members saw this on the agenda and addressed it. She is very grateful for the volunteer service of our BOA and does not want to minimize that at all, but there was a bit of a tone of possible arrogance that we would come with this proposal, and they wanted to know if it came from the Planning Commission or BCC. Vice-Chairman Condon clarified that this is to prevent a non-elected Board from making a decision that would greatly impact our places in Clay County. They could not override a situation or make a change that would, in effect, change our LDC or any application thereof. Vice-Chairman Condon said she supported this change when Commissioner Cella spoke of it at the meeting in April. Understanding they were caught off guard and had nothing to do with their decisions or the lack of our appreciation of their service, but to close a loophole in our LDC.

Commissioner Mike Cella thanked staff for their work and echoed the sentiments that Vice-Chairman Condon spoke about in terms of appreciation of our volunteers on all the different Boards. Although we often put the call to get people to step forward to serve the public, in this case, the code is what needed to be changed. Commissioner Cella said he has no issue taking the heat for a vote he has made; he does have a problem taking heat for a vote that he did not make that he had no control over making and did not find out about it until after it was made. That is, the essence of the thought process started with talking to staff, and they made the determination of how we could do that. We do not want to dissuade people from volunteering and thinking we will be second-guessing everything, but there was a loophole, and staff thought so as well.

Commissioner Mike Cella made a motion for approval, seconded by Commissioner James Renninger, which carried 5-0.

17. 5:00 p.m. or as soon thereafter as can be heard - First Public Hearing to consider adoption of LDC 2022-02. (District 5 Comm. Burke) Planning Commission voted 3-3 on a motion to approve. (M. Brown)
Proposed text amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

Mike Brown, Zoning Chief, presented a PowerPoint presentation to the Board regarding the first public hearing to consider the adoption of LDC-2022-02, a proposed text amendment to Article III, Section 3-33 B.B.a.i, of the land development code. See Attachment H. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district. The applicant is Frank Miller. Mr. Brown said that the Lake Asbury Village Center zoning district prohibits drive-thru uses. The intent of the Lake Asbury Village Center zoning district was for commercial uses to be "in a compact, walkable form accessible by a sidewalk. Select drive-thru uses are only allowed in the Lake Asbury Activity Center zoning district within the LAMPA. The applicant has requested an amendment to the Lake Asbury Village Center zoning district to allow specific drive-thru uses in this district. The specific uses that would be allowed with a drive-thru include delicatessens & sit-down fast food, pharmacies, laundry, dry cleaning, and banks. The proposed text changes are:

Permitted Uses:

• Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (without with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or carwash facilities; tobacco and related shops;

private clubs; libraries and museums; retail outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drivethru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and dry cleaning (with drive-thru but pickup station only); telephone sales and repair; government/public offices; magazines printing/copying/mailing outlets; books, and stationery: lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (without with drive-through thru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000 square feet.

Mr. Brown noted that all the other development criteria, i.e., architectural standards, setbacks, etc., required for all development and non-residential development in the Village Center zoning district would remain the same. In addition, it would allow for the listed five uses to utilize drive-thru's. The Lake Asbury CAC will meet on May 12, 2022, and this will be provided to them as an informational item. Because of the timing of the creation of the committee and the submittal, they have not heard the item. However, this is just the first hearing, so the Board would have any feedback from them before the adoption hearing. Staff has reviewed the proposed changes and recommends approval of the proposed changes as set forth above. On May 3, 2022, the Planning Commission voted 3-3 on a motion to recommend approval. As the Board is aware, a 3-3 is a vote of non-support.

Commissioner Kristen Burke asked what concerns were for the three votes against the application. Mr. Brown said the staff's take is that they desired to have feedback from the CAC. Commissioner Burke asked if Starbucks would be considered fast food. Mr. Brown answered yes, it would fall into the list.

Commissioner Mike Cella asked if there was a definition for a delicatessen. Mr. Brown said not an official one in the code. It would be left up to the director's interpretation.

Vice-Chairman Betsy Condon asked if there was discussion on why a drive-thru restaurant must have sit-down seating. Mr. Brown indicated that was the wording proposed by the applicant.

Frank Miller, 1 Independent Drive, Jacksonville, Florida, noted with respect to the sit-down question. They did not change the language that reads delicatessens and sit-down fast food. Their contemplation was a Dunkin' Donuts, and a Starbucks would fall within that category. Commissioner Burke said some Dunkin's have drive-thru only. Mr. Miller said that would be a problem as it is written now. Commissioner Burke asked if Mr. Miller could disclose who his client was requesting this change. Mr. Miller said his client was present and asked what they had in mind for the location. The client answered currently, it is a Dunkin' Donuts that will not be drive-thru only.

Commissioner James Renninger stated that he has two reservations; one is to move forward as a Commission without the advisory committee comment he can not support the request. The second one is the Lake Asbury Master Plan has village center to be walker-friendly, and the next thing you know, you are mixing in cars. It is contrary to the plan. Commissioner Burke said she has heard from many residents, and they are happy about it. Pandemic-wise, people go through a drive-thru more often than not. Mr. Miller noted that the Board does not have to take action tonight; this is the first reading. Also, he is planning to attend the CAC meeting Thursday night to answer any questions and see what concerns they may have. The most important thing to remember is you only have ten of these in 30,000 acres of Lake Asbury. When you talk about walkable within the village centers, it is refined walkable. You will not have people walk from six miles away to get to a village center; they will drive. Within that center, there will be multi-family projects where people will walk. But other people will drive their cars there, park and walk somewhere or do a drive-thru. The county's code under the Lake Asbury Development criteria calls for the county to control the curb cuts and interior road ways so drive-thru facilities can be drawn to divert walking traffic in a different direction or minimize the impact. There are several articles in the planning literature about how there is a need for drive-thrus within walkable neighborhoods, and it needs to be designed in such a fashion to retain the walkability because the cars would be there. Commissioner Burke asked if Mr. Miller could disclose the location. Mr. Miller said it would be near the Winn Dixie area in Lake Asbury.

Chairman Wayne Bolla opened the floor for the public hearing at 6:22 pm.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 6:22 pm.

Vice-Chairman Betsy Condon said given the location that Mr. Miller disclosed at the last meeting, the Board approved the gas station to be a fast-food restaurant and would it have a drive-thru. Commissioner Burke noted she asked the question, and it was allowed. Mr. Brown clarified that it was in a PUD that preceded the LAMP.

No action is required by the Board.

 5:00 p.m. or as soon thereafter as can be heard - First Public Hearing to consider LDC-2021-14. Planning Commission voted 6-0 to recommend denial of the Code changes.(M. Brown)

This application is a proposed text amendment to Article III Section 3-5(am), pertaining to the Mini-Warehouse conditional use criteria.

Chairman Wayne Bolla noted that item 18 has been withdrawn by the applicant.

LETTERS FOR ACTION

19. Discussion of Appointment to the Penney Farms/Asbury Citizens Advisory Committee

Applications were received from Colin Groff and Gary Hughes, seeking

consideration of appointment to fill the vacancy on the Penney Farms/Lake Asbury Citizens Advisory Committee.

Chairman Wayne Bolla opened the floor to discuss the appointment to the Penney Farms/Asbury Citizens Advisory Committee. Applications were received from Colin Groff and Gary Hughes to fill the vacancy. Chairman Bolla noted that Commissioner James Renninger was on that Board and asked if he had a recommendation for the Board.

Commissioner Mike Cella asked if they had to select one out of the two. Courtney Grimm, County Attorney, said this is for the citizen's advisory committee, so it is connected with the Planning Department, and they would review different zoning items for the Penney Farms/Lake Asbury area. Chairman Bolla asked for clarity on how many positions were to be discussed. County Attorney Grimm noted just one.

Following a brief discussion regarding the vacancy and the applicants, Commissioner Kristen Burke made a motion for approval of Colin Groff to be appointed to fill the vacancy, seconded by Commissioner James Renninger, which carried 5-0.

LETTERS OF DOCUMENTATION

20. Bid Opening Tabulations

Bid Opening Tabulations for April 26, 2022:

- A. Bid #21/22-24, Courthouse 2nd Floor Area Two Build-Out And Covered Parking
- B. RFP #21/22-33, CDBG Junk/Debris Removal
- C. Bid #21/22-34, CDBG Demolition & Removal Services

Bid Opening Tabulations for May 3, 2022:

- A. Bid #21/22-36, Right-Of-Way Mowing (North) RE-BID
- B. Bid #21/22-37, Right-Of-Way Mowing (South) RE-BID

Chairman Wayne Bolla acknowledged the Letters of Documentation.

PUBLIC COMMENTS

Chairman Wayne Bolla opened the floor for the public comment at 7:11 pm.

Hearing no comment, Chairman Wayne Bolla closed the public comment at 7:11 pm.

COMMISSIONERS' COMMENTS

Commissioner Mike Cella thanked the residents that wrote emails to the Board and

visited the BCC meetings and the Fleming Advisory Committee meetings. Their support showed their passion and commitment to their community and convinced the developer that it was not worth the effort to change the LDC for a mini-warehouse. Commissioner Cella said he wanted to clarify that he is not against mini-warehouses, but he is in favor of finding the right location for the right project. That is something they should strive for as they move along, even more than they have done in the past. Finally, Commissioner Cella thanked Ms. Connie Thomas and the College Drive Initiative members. They understood the dangers of having a global LDC change instead of specifically changing something of a local neighborhood level, and he is glad they were able to put that "to bed" at this time.

Commissioner James Renninger said General Fleming was present tonight and is the Chairman of the Fire Watch. Their goal is to interface with those contemplating suicide. People ask how many people have been saved. You do not know, and you do not have the "secret sauce" that will talk the individual off the ledge; it is a serious problem in the military. In the news, there was a nuclear aircraft carrier tied up to the pier in Norfolk, Virginia, going through an overhaul - refit type issue, and they have had seven suicides in the last twelve months. Commissioner Renninger said it could be PTSD or drugs; it is unknown; there have been midshipmen on summer break overdose. It is a real problem out in society; it is not just the military; it crosses every walk of life. It is our contribution to try and mitigate those issues that could cause someone to go down that dark path.

Commissioner Kristen Burke said she is a proud Momma with her son graduating from college this past weekend. However, he missed the graduation ceremony because the baseball team made it to the playoffs. They were traveling for graduation but ended up at a baseball game and were able to enjoy Mothers Day with family, and he is also getting married on June 3, 2022, and saying this for a reason, Commissioner Burke thanked Vice-Chairman Betsy Condon for standing in for her at the National Day of Prayer at Penney Farms. Commissioner Burke said they have a great Board and is appreciative of the other board members. It has been amazing even with the different personalities how well they all work together. Commissioner Burke noted that Food Truck Friday is this Friday, May 13, 2022.

Vice-Chairman Betsy Condon said she has enjoyed filling in for Commissioner Burke. Vice-Chairman Condon noted they had their second meeting of the Highridge Initiative, which Impact Clay has picked up as a supported project. They have one year of Gabbi's time to go through the Kettering Foundation's deliberative process. Last night only being the second meeting of that steering committee, had triple the citizen input and participation as the first meeting. The residents are participating, and it is not a gripe or blame session; it is residents that really want to transform the neighborhood. They keep at the front of the conservation the idea is at the end of the twelve months is to come back and present before the Board and get the same support as the College Drive Initiative and Gateway to Clay have. Commissioner Condon said she applauds the work that is completely volunteer. Commissioner Condon also said it is a pleasure working with this Board; it is a great joy to her to be able to deliver our firefighter's record raises and to be able to settle the contract. She has heard from many of them in appreciation and gratitude to the Board, staff, and management - Chief Mock and Chief Motes, and Courtney Grimm, County Attorney. She commends all the hard work put in because it is really making a difference in the lives of our dispatchers and firefighters, and at the end of the day, safety is their primary focus.

Chairman Wayne Bolla stated he also appreciates the camaraderie they have on the Board; they are doing things and going in the right direction. Chairman Bolla said he wanted to address the comment about developers being able to change our code. He has spoken to County Attorney Grimm regarding the issue and has been unaware of the status since the conversation. There may be nothing that can be done because the public has a right to petition for changes in the code. Courtney Grimm, County Attorney, said yes, however, they are following up with Jacksonville, and they responded that they would set up a time to talk to staff to go through their procedure, but it was not that it had to just come through a councilman. Chairman Bolla noted he would want it to come through staff certainly but would also search for a way to keep the staff from doing a lot of work if it is something the Board does not agree with at all. Having some sponsorship going into the staff process would close that loophole to have it come from the Board if it is a change in the base rules; if we can not figure it out, we will move on to something else. Chairman Bolla noted the density issues mentioned; as more and more people move into Clay County, we have only got so much flat space to build stuff. We are eating up every square inch of green space. There will come a time when we will have to consider building up. That takes heavy-duty density. There may need to be a designated area in the county that will take that next step and make it the "downtown" area for the high-density areas. The concept of building more and more flat storage with everyone moving here means there will be nothing left at the end of the day. Chairman Bolla said, looking at what happened with Jacksonville, they have 10,000 units in one acre, and the only way you can do that is by having skyscrapers. The discussion is that we do not want to go above four stories and part of that was a concern of a fire issue. We have hook and ladders, and a lot of that has to do with the building codes; if we specify that it has to be steel construction and fireproof, we could fix some of that issue. We have to address what we do with all the density coming in, and the only solution that has worked for other counties is to go up.

Hearing no further business, Chairman Wayne Bolla adjourned the meeting at 7:22 pm.

Attest:	
Town S. Croom	
Tara S. Green	
Clay County Clerk of Court and Comptroller	Chairman or Vice-Chairman
Ex Officio Clerk of the Board	

Acronym Definitions

- ACM Assistant County Manager
- ARPA American Rescue Plan Act
- BCC Board of County Commissioners
- BOA Board of Adjustment
- BTP Bonded Transportation Program
- CAC Citizen's Advisory Committee
- CBD Central Business District
- CCSO Clay County Sheriff's Office
- CDBG Community Development Block Grant
- CMAR Construction Management at Risk
- CR County Road
- DRI Development of Regional Impact
- EDC Economic Department Corporation
- FDOT Florida Department of Transportation
- FFT Feds Fund Target
- FY Fiscal Year
- GFWC General Federation Women's Club
- GIS Geographic Information System
- GMP Guaranteed Maximum Price
- LAMPA Lake Asbury Master Plan Area
- LDC Land Development Code
- PFM- Public Financial Management
- PIO Public Information Officer
- PUD Planned Unit Development
- QR Quick Response
- RFP Request for Proposal
- RFQ Request for Qualifications
- SR State Road
- TIP Transportation Improvement Plan
- TPO Transportation Planning Organization

Attachment "A" Pet Adoptions

Clay County Animal Services

Pet Adoptions





Fancy CLAY-A-1915

SEX: Spayed Female

BREED: Mix Breed, 3Years Old, 31 lbs.

LOCATION: CCAS Main Shelter in Green Cove

Springs

ABOUT: Fancy is a laid back girl with excellent leash manners! Although she does not do well with cats, she definitely likes other dogs. Fancy is looking for a home with no cats and a family that loves to dote on her.

Fancy is up to date on her age appropriate vaccines and is microchipped. While she is heartworm positive, her heartworm treatment is sponsored by our Friends of Clay County Animals, Inc.



Dixie CLAY-A-1664

SEX: Spayed Female

BREED: Mix Breed 8 Years Old, 41lbs

LOCATION: CCAS Main Shelter in Green Cove

Springs

ABOUT: Hugger alert!!! Dixie is a staff favorite because she is the sweetest girl and gives the best hugs. Dixie had a rough start but she does not let that bother her, she has plenty of love to give and life to live.

Dixie is up to date on all of her vaccines and microchipped. While she is heartworm positive, her heartworm treatment is sponsored by our Friends of Clay County Animals, Inc.



Casper CLAY-A-1750

SEX: Neutered Male

BREED: Domestic Short Hair, 4 Years Old

LOCATION: CCAS Main Shelter in Green Cove

Springs

ABOUT: Casper is a well rounded boy that likes other cats and has lived with dogs. Casper is a social boy so he would like to have a cat friend or at least a cat friendly dog to call his own.

Casper has had his age appropriate vaccines and he is microchipped.



Tina CLAY-A-1993

SEX: Spayed Female

BREED: Domestic Short Hair, 4 years Old

LOCATION: CCAS Main Shelter in Green Cove

Springs

ABOUT: Tina is a sweet girl with a lot of love to give. She came in with a leg injury and although she is healing well, she will need to be kept as an inside cat. Tina is just looking for a place with a comfy bed, some toys, some treats and a human to call her own.

Tina is up to date on all of her age appropriate vaccines and microchipped.

If you are interested in adopting please email us at

clayadoptions@claycountygov.com or call at 904-269-6342



Join our "Kitten Crew" We need fosters, if interested please contact clayfosters@claycountygov.com



www.facebook.com/ClayCtyAnimals www.claycountygov.com

Attachment "B" Bingo Card Example

CELEBRATE CLAY COUNTY HISTORY







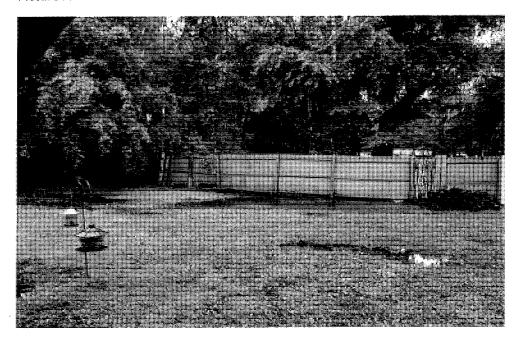


BINGO

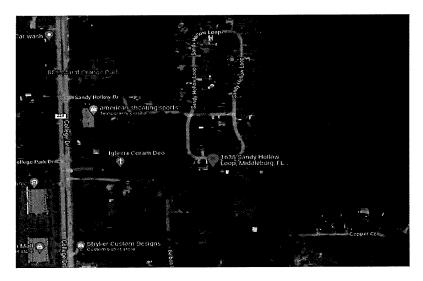
MIDDLEBURG'S HISTORIC MAIN STREET & HOMES / HISTORY MUSEUM (OPEN SUN 2-4PM)	HISTORIC TRIANGLE / OLD JAIL / 1890 COURTHOUSE / TAPS MONUMENT / GREEN COVE SPRINGS	NEPTUNE PARK HISTORIC MARKER / BALL FIELDS / FLEMING ISLAND	KEYSTONE HEIGHTS BEACH, HISTORIC PAVILION & PLAYGROUND	ORANGE PARK NORMAL SCHOOL HISTORICAL MARKER / TOWN HALL PLAYGROUND
BLACK CREEK PARK & BIKE TRAIL / FLEMING ISLAND	CLARKE HOUSE PARK & PLAYGROUND / ORANGE PARK	CAMP BLANDING MILITARY MUSEUM & AIRPLANE GARDEN	SPRING PARK / POOL & SPLASH PAD / PLAYGROUND / FISHING PIER / ST JOHNS RIVER / GREEN COVE SPRINGS	JENNINGS STATE FOREST HIKING TRAILS / MIDDLEBURG
GOLD HEAD STATE PARK & KEYSTONE . HEIGHTS	CAMP CHOWENWAW PARK / POOL / KAYAKS TREEHOUSES / DOCK / GREEN COVE SPRINGS	*	RONNIE VAN ZANT MEMORIAL PARK (LYNYRD SKYNYRD BAND) / LAKE ASBURY AREA	GENERAL ROY GEIGER BIRTHPLACE MARKER / FIRST BAPTIST CHURCH IN MIDDLEBURG
REYNOLDS PARK YACHT CENTER / NAVY MOTHBALL FLEET / GREEN COVE SPRINGS	ORANGE PARK RIVER ROAD WALKWAY / KINGSLEY EAST RIVER OVERLOOK	ST MARGARET'S CHURCH & CEMETERY AT HIBERNIA / FLEMING ISLAND	NORTH FLORIDA MILITARY MUSEUM / GREEN COVE SPRINGS	KEYSTONE INN HISTORICAL MARKER & NATUAL PARK / KEYSTONE HEIGHTS
CLAY HISTORY MUSEUM & RAILROAD DISPLAY / GREEN COVE SPRINGS (OPEN SUN 2-5PM)	BRANAN FIELD OUTLYING AIRFIELD SITE @ OAKLEAF / CECIL FIELD (DUVAL)	PENNEY FARMS TOWN HALL / JC PENNEY STATUE & MUSEUM	BLACK CREEK NATURE WALK / PLAYGROUND / BOAT RAMP / MIDDLEBURG	MIDDLEBURG METHODIST CHURCH & HISTORIC CEMETERY

Attachment "C" Public Comment Info

Picture A



Picture B



Picture C

Attachment "D" Supervisor of Elections Information

<u>Re-precincting Changes 2022:</u> NOTE: These numbers represent all voters- active, inactive, prereg and are Approximate

Boundary Changes

Pct. 112- CCUA

- Approx. 7400 Voters and 5 splits (2 SB and 2 CDD). With incorporated changes will have ~5900 and 3 splits (All CDD'S)
 - Moved voters (approx. 1500) from Foxmeadow Subdivision to Pct. 110
 Middleburg Civic Center

Pct. 302-SJRSC

- Approx. 4700 voters and 3 splits BCC 1,3,5. With incorporated changes will have ~3000 and no splits
 - Moved voters (approx. 530) West of Knight Boxx road to Pct. 500 Pinewood removes 1 split
 - o Moved voters (approx. 180) to Pct. 304 Salvation Army removes 1 split
 - Moved voters (approx. 1000) from SE Drs. Lake Dr. to the end of Cedar Rd. to Pct.
 218- removes 1 split

Pct. 600 Russell Baptist Church

- Approx. 6000 Voters. With incorporated changes will have ~6500 voters
 - Moved voters (approx. 1700) Everyone East of Henley Rd, North of Sandridge and East of Russell Rd. to Pct. 310 Clay Co. Shrine Club
 - Moved voters (approx. 1200) South of Sandridge and West of Russell Rd to Pct.
 600

Precinct Addition

Added New Pct. 608 GCS Church of Christ With incorporated changes will have ~1500 voters

- A portion of voters (approx. 500) from Pct. 410 W side of Hwy 17 and south of Black Creek
- A portion of voters (approx. 200) from Pct. 506 in the Traceland Subdivision east of CR
 315
- All voters in Pct. 604 (approx. 775) that are not in the city limits- north of Governors Creek and west of 17 to Russell Rd.

Some minor changes to clean up the line work and remove House splits.

- Pct. 102 VFW Post #8255
 - < 40 voters on Hibiscus and East St. moved to Pct. 508 South Middleburg Baptist Church to remove House split
- Pct. 113 Oakleaf Baptist Church
 - Small corner in Jennings State Forest with no voters to clean up a split that is there but not relevant.
- Pct. 106 Cornerstone Baptist Church
 - Added a small piece of Pct. 110 Middleburg Civic Center (429 voters) to clean up the line work

Polling Location Change

• Pct. 503 the American Legion -Polling location change to First Baptist Middleburg.

4 new CDDs going from 12 to 16....and we see more in our future.

28 Splits:

16 CDD's which creates 20 splits

4 Cities which creates 5 splits

1 MSBD

2 pcts with 1 split at each

Clay County will have 45 polling locations and 48 precincts

of polling locations in each BCC District

BCC 1- 9 (Fl area), BCC 2- 6 (Argyle/Oakleaf area), BCC 3- 11 (OP area)

BCC 4- 10 (West side of County KH/MB), BCC 5- 14 (Lake Asbury/GC)

Concerns

Going forward I'm concerned where large PUD (Planned Unit Development) or DRI (Development of Regional Impact) are created with little or no availability of facilities for use as polling locations. For example 113,115,116

BCC 1 - (9 precincts)

Pct 302-Thrasher Horne Center

Pct 304- Salvation Army

Pct 308-FOP

Pct 400-Orange Cove 7th Day Adventist

Pct 406-Eagle Harbor Soccer Club

Pct 408-CrossRoads Lutheran Church

Pct 410-FI Splash Park

Pct 412-River Christian Church

Pct 414-Hibernia Baptist Church

BCC 2- (6 precincts)

Pct 112-Clay Utility Authority

Pct 113-Oakleaf Baptist Church

Pct 115-Oakleaf Athletic Center

Pct 116/Split -Argyle Elementary

Pct 118-Asbury United Methodist Church

Pct 122/Split-Advent Lutheran Church

BCC 3- (11 precincts)

Pct 116/Split-Argyle Elementary

Pct 122/Split-Advent Lutheran Church

Pct 124- Advent Lutheran Church

Pct 128-Calvary United Methodist Church

Pct 202-Eleven22 Church

Pct 204-Outreach America

Pct 206-OP Town Hall

Pct 208-Club Continental

Pct 210-OP Library

Pct 216-Lakeside Church of Christ

Pct 218-OP Christian Church

BCC4- (10 precincts)

Pct 100-Clay Hill Baptist Church

Pct 102-VFW

Pct 106-Cornerstone Baptist Church

Pct 110-Middleburg Civic Center

Pct 508-South MB Baptist Church

Pct 700-Kingsley Lake Civic Center

Pct 702- KH Town Hall

Pct 704-First Baptist KH Church

Pct 706-Freedom Baptist Church

Pct 708-Gadara Baptist Church

BCC 5- (14 precincts)

Pct 310-Shrine Club

Pct 602-GCS City Hall

Pct 500-Pinewood Presbyterian

Pct 604-GCS City Hall

Pct 503-First Baptist Church MB

Pct 606-First Presbyterian Church

Pct 504-Lake Asbury Civic Center

Pct 608-GCS Church of Christ

Pct 506-Blackcreek Church of Christ

Pct 610-Shiloh Baptist Church

Pct 600-Russell Baptist Church

Pct 612-Shiloh Baptist Church

Pct 601-Ag Center

Pct 710-Penney Farms Town Hall

\\FSO1\Public\Elections\GIS\2022 Reprecincting Changes.docx

Mr. Chambless

.

1, 4

Attachment "E" Jones Edmunds Presentation











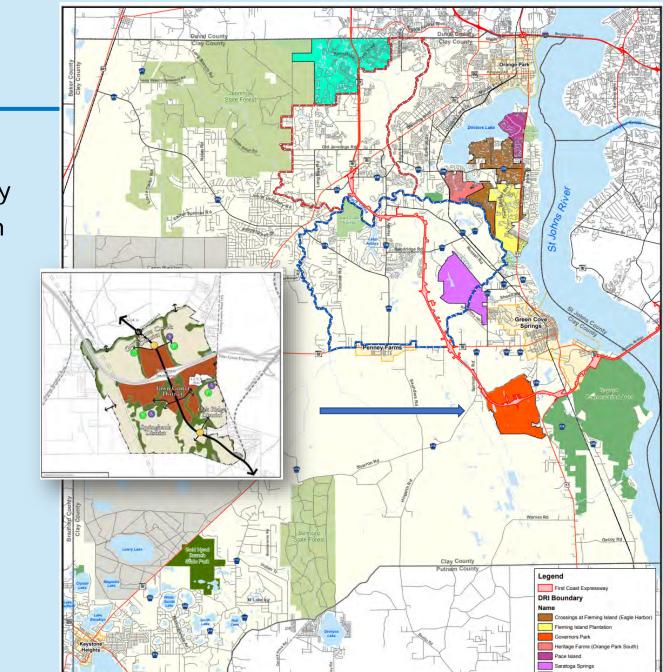




Project Understanding

Growth

- First Coast Expressway
- Bonded Transportation Program
- Saratoga Springs
- Governors Park
- Retain Character
- Legacy Issues
- FEMA
- Resiliency
- CIPs
- Funding





Team - Unparalleled Northeast Florida Experience

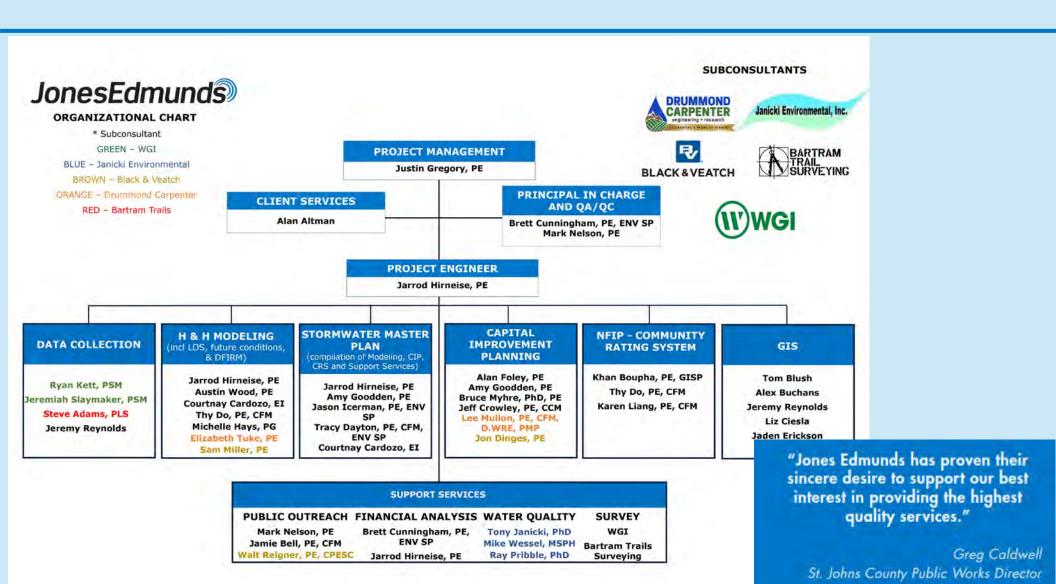


Data Collection 4. Coordination and Meetings							
. H&H Modeling	i	2	3	4	5	6	
3. CIP Recommendations 6. NFIP – Community Rating System							
Town of Orange Park	Stormwater Master Plan	Х	Х	Х	χ	Х	
City of Atlantic Beach	Stormwater Master Plan	X	X	X	X	X	
City of Gainesville	Tumblin Creek Watershed Management Plan	X	X	X	X		X
City of Gainesville	Sweetwater Branch Watershed Management Plan	X	X	X	X		X
City of Jax Beach	Stormwater Master Plan	X	X	X	X	χ	
Hillsborough County	Little Manatee WMP	X	X		X	X	X
St. Johns County	Mill Creek Regional Model WMP	X	Х	X	X	X	X
St. Johns County	West Augustine Regional Model WMP	X	X	X	X	X	X
St. Johns County	Southwest Regional Model WMP	X	X	X	X	X	X
St. Johns County	Southeast Regional Model WMP	X	X	X	X	X	X
St. Johns County	Northwest Regional Model WMP	X	Х	X	X	X	X
St. Johns County	West Central Regional Model WMP	X	Х	X	X	X	X
St. Johns County	Moultrie and Moses Creeks Regional Model WMP	X	X	X	X	X	X
St. Johns County	Ponte Vedra Regional Model WMP	X	X	X	Х	X	X



Team - Expertise and Depth

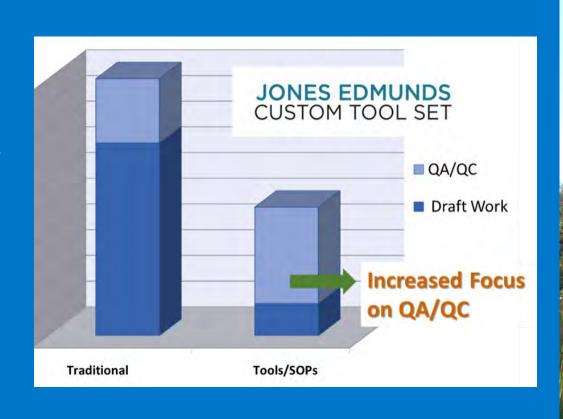




Stormwater Modeling Approach



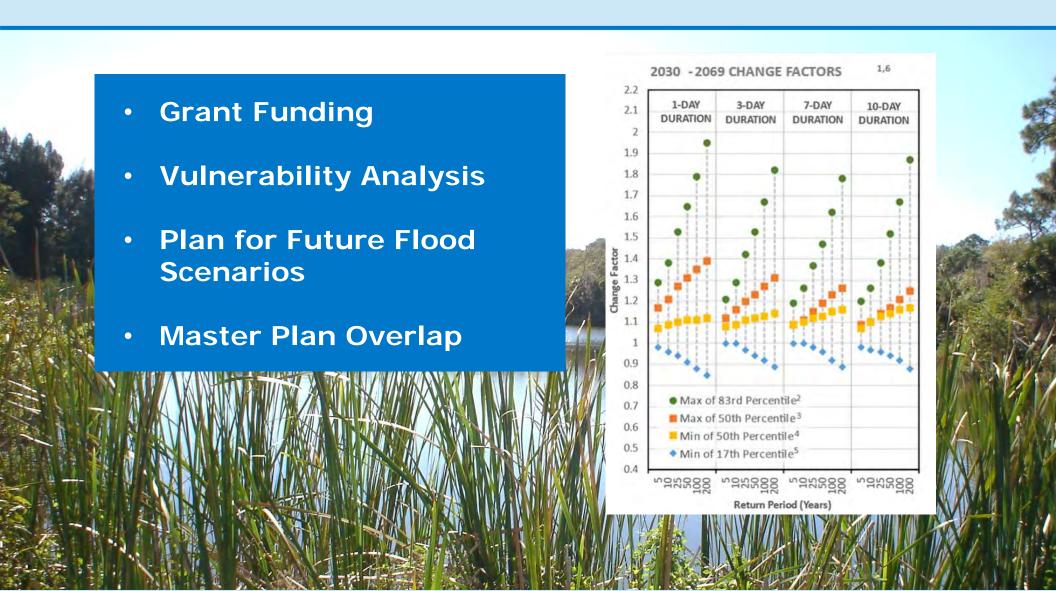
- Automation
- Local Experience
- Quality
- Schedule





Resilient Florida Grant





National Flood Insurance Program Community Rating System





- Stormwater Masterplan can help improve CRS Class
- Example:
 - Pinellas County 7 → 3
 - Saving Residents \$10
 Million Annually



National Flood Insurance Program Community Rating System

Addendum to the
2017 CRS Coordinator's Manual

2021





Grant Funding Success





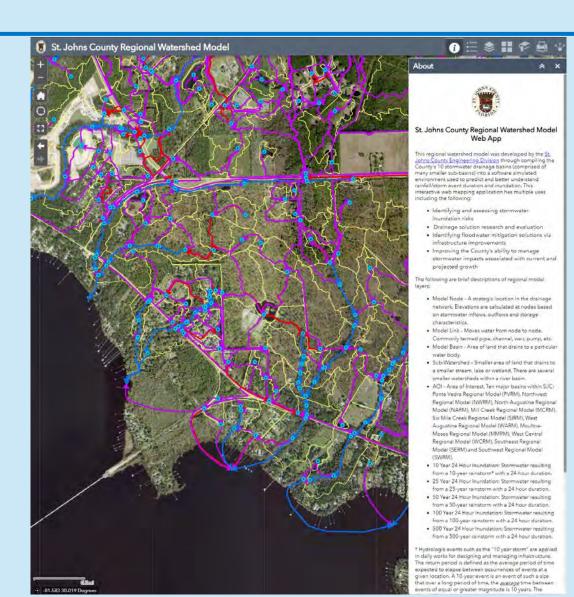
Outstanding Track Record for Grant Funding Assistance

One of our commitments will be developing capital improvement projects that will help you obtain future funding.

Program-Building Success



- Watershed models
- Water quality monitoring, analysis, and planning
- Stormwater design
- Capital Improvement Plans
- TMDL/BMAP strategies
- Permitting
- FEMA Maps
- Community Rating System
- Stormwater reviews
- Asset management
- Integrated WR planning
- Funding







Recognize Additional Benefits





Attachment "F" Stinghofen Presentation



Singhofen & Associates, Inc.
Stormwater Management and
Civil Engineering



May 10, 2022

RFQ # 21/22-17

Professional Engineering Services for Stormwater Modeling



Our Team Leads



Robert Gaylord, PE
President

Principal-in-Charge Chief Design Engineer



Kent Boulicault, PEVice President

Contract Manager Project Manager



Mark Troilo, PE, CFM Vice President

Sr. Engineer Chief Modeler



Matthew Deal, GISP

Deputy Project Manager Sr. GIS Specialist

> 14 yrs experience 14 yrs at SAI

Our Firm

- Established in 1983
- Intentionally maintained a narrow focus in stormwater management
- Continuity of staff (most key staff have been with SAI for over 10 years)
- Long-term client relationships (some for over 30 years)



Our Team







Eric Lanning, PE (Mentor / Protégé)







Our Team has a strong local presence – offices in Clay County & Jacksonville We have a vested interest in the success of this stormwater master plan



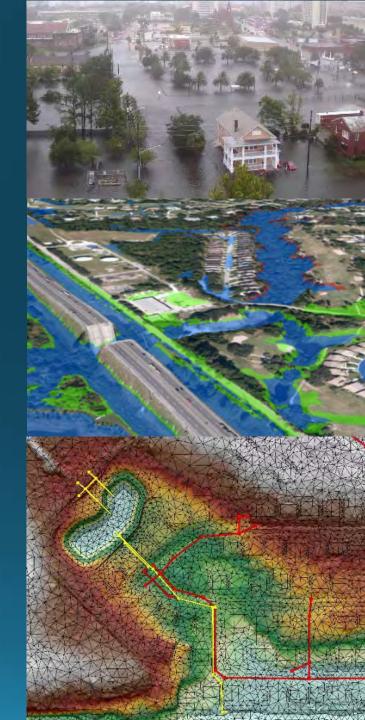
Watershed Modeling and Master Plan Development

- Clay County Loch Rane/Bel Med Stormwater Master Plan
- City of Jacksonville Resiliency Study
- Jacksonville Beach SRA1A Flood Mitigation
- City of Palm Coast Stormwater Management Master Plan
- North Merritt Island Watershed Model
- Palm City Farms Stormwater Master Plan Model
- Pinellas County county-wide Stormwater Model
- Mill Creek Watershed Management Plan and DFIRM Development

Each of the above examples are coastal and/or tidally influenced communities

Watershed Model Standards Development

Our clients have repeatedly turned to us to help them standardize their watershed modeling programs

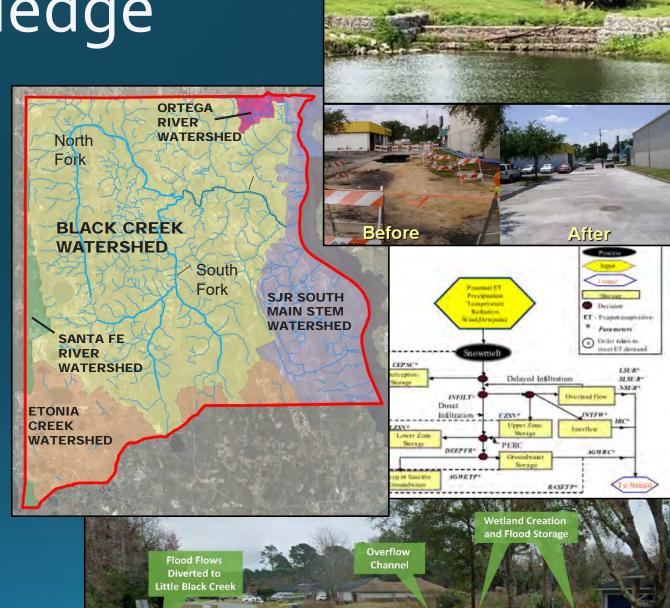




Our Local Knowledge

Significant Work Within Clay County

- Clay County Loch Rane/Bel Med SMP
- Black Creek Water Resource
- Development Project
- Continuing General Engineer Consultant
- Sandridge Rd. Box Culvert Replacement
- Owner's Rep Bonded Transportation Program
- FEMA Grant Applications
- Jacksonville Harbor Corrective Action Plan
 - Lower St. Johns River, Etonia Creek, Black Creek





Our Local Knowledge

An Understanding of Known Issues

- Orange Park
- Doctors Lake
- Indigo Branch
- Bel Med Ditch
- Lake Asbury Area
- Keystone Heights
- Tanglewood
- Cedar Road
- Ridge Crest
- Twin Lakes





Our Schedule

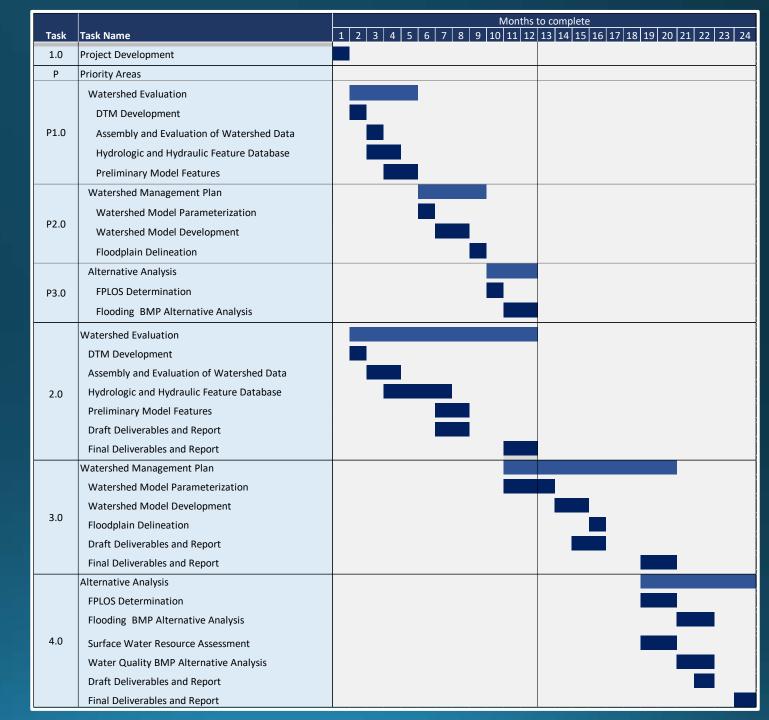
Project Completion with 24 months

Accelerated Focus Area

- Completion in 12 months
- Conceptual Design Alternatives

Availability of Personnel

Sharing of Resources with Teaming Partners



Our Innovation

Additional Elements

Integrated Water Resources

- Our Team members are currently working with Clay County Utility Authority to:
 - Finalize an integrated water resources plan
 - Improve water supply, flood control, and water quality

Funding Support

- Our team as assisted our clients in securing more than \$3.5B in grants and SRF loans
- Current / recent funding applications include FEMA HMGP & ARPA
- SAI Team also reviews FEMA HMGP grants under FEMA contract

Development Review Support

Conducting reviews of permit applications on behalf of the County

Our Innovation

Real Time Flood Forecasting

Resilience planning tool that is becoming the future of floodplain management

- Prepare Anticipate flooding before it happens
- Mitigate Take advance mitigation measures to minimize risks and damages
- Recover Put recovery measures in place earlier to accelerate recovery





(Left) Orlo Vista Area flood forecast 3 days prior to Hurricane Irma in 2017



Singhofen & Associates, Inc.
Stormwater Management and
Civil Engineering



May 10, 2022

RFQ # 21/22-17

Professional Engineering Services for Stormwater Modeling

Attachment "G" LDC-2022-03



Amendment to Section 12-6(11) of the code to amend the powers and duties of the Board of Adjustment

Applicant – Clay County

Board of County Commissioners May 10, 2022

Purpose of the Proposed Amendment

- The purpose of the amendment is to clarify the powers and duties of the Board of Adjustment
- The proposed language clarifies that decisions that affect land use are not subject to the granting of variances.
- Land use decisions are solely the responsibility of the Board of County Commissioners

Proposed Language

- (11) Powers and Duties The Board of Adjustment shall have the following powers and duties:
- (a) Appeals To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this code adopted pursuant to Chapter 163, Florida Statutes;
- (b) Interpretation To interpret these regulations <u>in this code</u> at the request of the zoning enforcement officials; and,
- (c) Granting of Variances To receive and consider appeals for the granting of variances from the terms of this ordinance this code and to grant such variances pursuant to the provisions established above, provided that no such variance may be granted which allows a use of the property contrary to this code.

Recommendation

• Staff recommends approval of the proposed amendments of the Code to Section 12-6(11).

Attachment "H" LDC-2022-02



BOARD OF COUNTY COMMISSIONERS

Code Change LDC-22-02

1st Public Hearing

May 10, 2022

APPLICATION INFORMATION

Applicant: Frank Miller, Gunster Law Firm

Request: Amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code to

allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

Planning Commission on May 3, 2022 voted 3-3 on a motion to recommend approval.

OVERVIEW

The Lake Asbury Village Center zoning district prohibits drive-thru uses.

The intent of the Lake Asbury Village Center zoning district was for commercial uses to be "in a compact, walkable form accessible by sidewalk".

Within LAMPA drive-thru uses are only allowed in the Lake Asbury Activity Center zoning district.

The applicant has requested an amendment to the Lake Asbury Village Center zoning district to allow drive-thru for delicatessens & sit down fast food, pharmacies, laundry and dry cleaning, and banks.

PROPOSED TEXT CHANGES

Permitted uses:

Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (without with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or carwash facilities; tobacco and related shops; private clubs; libraries and museums; retail outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drivethru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and dry cleaning (with drive-thru but pickup station only); telephone sales and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (without with drivethrough thru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000 square feet.

RECOMMENDATION

The application is a request to amend the Land Development Code to allow specific drive-thru uses in the Lake Asbury Village Center zoning district.

Lake Asbury CAC will meet on May 12th

Staff has reviewed the proposed changes and recommends approval of the proposed changes as set forth above.

Planning Commission voted 3-3 on a motion to recommend approval of the proposed LDC change.

QUESTIONS

Attachment "I" Business Tax

Business Tax

BCC Meeting 10 May 2022



Local Business Tax

- Enacted by Ordinance
- Most counties collect through the Tax Collector (20% admin fee)
- Exemptions are allowed per Statute (various businesses)
- Not a Revenue Generator
- Benefits
 - Allows analysis of businesses in the county
 - Allows Public Safety to have an accurate list of all businesses

Requirements

- Beginning October 1, 1995, a county or municipality that has not adopted a business tax ordinance or resolution may adopt a business tax ordinance.
- The business tax rate structure and classifications in the adopted ordinance must be reasonable and based upon the rate structure and classifications prescribed in ordinances adopted by adjacent local governments that have implemented s. 205.0535.
- If no adjacent local government has implemented s. <u>205.0535</u>, or if the governing body of the county or municipality finds that the rate structures or classifications of adjacent local governments are unreasonable, the rate structure or classifications prescribed in its ordinance may be based upon those prescribed in ordinances adopted by local governments that have implemented s. <u>205.0535</u> in counties or municipalities that have a comparable population.

Comparable Counties

	Clay (Proposed)	Charlotte	Martin	Indian River	Duval
Population	218,245	188,910	161,258	159,923	995,567
Fee:					
Retail Store (\$250,000 Inventory)	\$25 or \$40	\$35 or \$25	\$25	\$40	\$817.55
Contractor(10 Employees)	\$25 or \$40	\$35 or \$25	\$25	\$40	\$87.50
Boat Storage(100 spaces, 5 Employee)	\$25 or \$40	\$35 or \$25	\$25	\$40	\$138.75
Hobby Show(Per Show)	\$25 or \$40	\$35 or \$25	\$25	\$40	\$50.00
		Study	Study	Study	Not compatible as is a consolidated city\county Only adjacent local government that we have been able to determine has implemented .0535

Note: Although Alachua, Leon, Hernando and Bay County could be considered comparable counties, they do not have a Business Tax. Escambia County does however, it exceeds Clay County's population by over 100,000 so it would not be comparable.

Questions from Last Meeting

- Reached out to St Johns, Indian River, and Duval for process
- None actively look for violators however, will:
 - Send letters if they fail to register after previously registering
- Zoning
 - Self attestation is most common
- If complaint is filed, the action is then:
 - Send a letter or send to code enforcement for action
- Exempt Businesses:
 - If not required to have one by statute, then they are not listed (these are very limited)
 - If exempt from paying, then a \$0 tax receipt is issued (same information is still collected)

Exemptions per Florida Statute

The following are entitled to an exemption from a business tax receipt fee:

- A veteran of the United States Armed Forces who was honorably discharged upon separation from service, or the spouse or unremarried surviving spouse of such a veteran
- The spouse of an active duty military service member who has relocated to the county or municipality pursuant to a permanent change of station order
- A person who is receiving public assistance as defined in Florida Statute §409.2554
- A person whose household income is below 130% of the federal poverty level based on the current year's federal poverty guidelines as determined by the <u>U.S. Department of Health & Human Services</u>
- A person who is 65 years of age or older who uses less than \$1,000 of their capital investment and does not have any more than one employee or helper in connection with the business or occupation
- A person who is physically incapable of manual labor, who uses less than \$1,000 of their capital investment, and does not have more than one employee or helper in connection with the business or occupation
- A person who is a widow/widower with minor dependents(s), uses less than \$1,000 of their capital investment, and does not have more than one employee or helper in connection with the business or occupation

The following are not required to have a business tax receipt:

- Business owners engaged in selling of farm, aqua cultural, grove, horticultural, floricultural, tropical piscicultural or tropical fish farm products, or products manufactured from them when such products were grown or produced by the business owner
- Persons practicing religious tenets of any church
- Any charitable, religious, fraternal, youth, civic, service, or other such organization when the organization makes occasional sales or engages in fundraising projects when the projects are performed exclusively by the members and the proceeds derived from the activities are used exclusively in the charitable, religious, fraternal, youth civic and service activities of the organization.
- College and high school students who have been given approval from the athletic association or authority of their school to sell pennants, badges, insignia and novelties of their school
- Fishermen who have a fresh or salt water fish dealer's license and are selling or disposing of fish caught or acquired by them. The dealer must be selling directly to the consumer from vehicles within the county in which the fish were caught or acquired by the dealer

Fee Generated

Revenue is considered general revenue and is unrestricted

** Note once Clay County sets the fee it cannot be increased but can be decreased

Assumptions:		
Business Count	10000	10000
Percentage Compliance	70%	70%
Fee Charged	\$ 25.00	\$ 40.00
Total Collected		
Business Tax	\$ 175,000.00	\$ 280,000.00
Expenses:		
Tax Collector (20%)	\$ 35,000.00	\$ 56,000.00
Orange Park (4.16%)	\$ 5,824.00	\$ 9,318.40
Green Cove Springs		
(4.50%)	\$ 6,300.00	\$ 10,080.00
Penny Farms (.37%)	\$ 518.00	\$828.80
Keystone (.66%)	\$ 924.00	\$ 1,478.40
Review Code Cases		
(paying tax)	\$ 66,800.00	\$ 66,800.00
Total Revenue	\$ 59,634.00	\$ 135,494.40



BCC

Streeper, Lisa

Approved

Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

TO:	DA	ГЕ:				
FROM:						
SUBJECT:						
AGENDA ITEM TYPE:						_
ATTACHMEN	NTS:					
Description	п Туре	Upload Date	File Name			
Finance and Audit Meeting Minutes, May 17, 2022	Backup Materia	5/17/2022 1	2 Finance_and __	_Audit_Meeting_	Minutes_May_172022	ada.pdf
REVIEWERS	S:					
Department R	eviewer	Ac	tion	Date	Comments	

Item Pushed to

Agenda

5/18/2022 - 1:44 PM



FINANCE AND AUDIT COMMITTEE MEETING MINUTES

May 17, 2022
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
1:00 PM

PUBLIC COMMENTS

Chairman James Renninger called the meeting to order at 1:02 pm.

Chairman James Renninger opened the floor for the public comment at 1:03 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 1:03 pm.

BUSINESS

- 1. Award of Bid No. 21/22-36, Right-Of-Way Mowing (North) (RE-BID) and Accompanying Agreement (T.Gardner)
 - 1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.
 - 2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

 Award of Bid No. 21/22-37, Right-Of-Way Mowing (South) (RE-BID) and Approval of Accompanying Agreement (T.Gardner)

- 1) Approval to post notice of intent and award Bid No. 21/22-37, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.
- 2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

3. Rejection of bid submittals for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project (K. Smith)

Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be rebid allowing for additional time to secure construction materials and complete the project.

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

4. First Renewal to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (K.Smith/J.Pierce)

Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

After discussion, Chairman James Renninger recommended the Board

place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.

5. Memorandum of Understanding with Jacksonville Transportation Authority Re: Transit Study (T.Nagle)

Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area. The County will reimburse JTA once the Study is completed. The County and JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed \$100,000. JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

- 6. Budget Resolutions for Grant Awards (M. Mosley)
 Approval of the following two (2) budget resolutions for grant awards under \$50,000:
 - Humanities Grant for Libraries-ARPA: \$10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants - Culture and Recreation
 - 2. FDOT Local Agency Program Agreement #G1R36: \$35,000 awarded by the Florida Department of Transportation Local Agency Program to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road. Funding Source: Capital Improvement Plan (CIP) Projects Fund Grant Revenue / FDOT Safety LAP Grants

After discussion, Chairman James Renninger recommended the Board place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.

- 7. TDC Event Grant Requests (K. Morgan)
 Approval of the Tourist Development Council's (TDC) recommendations of the following grants:
 - 1.) May 28-29, 2022 Girls Lacrosse Showcase Sports Grant (600 athletes, coaches, families and collegiate scouts) Recommended Grant Award will be \$12,000 with the contingency that if the County can purchase required lacrosse equipment, there will be no need for an equipment rental expense. Tournament must also be a Stay-to-Play tournament with no other rebates.
 - 2.) August 20-21, 2022 Girls Lacrosse Showcase Sports Grant (Originally scheduled for May 20-21 but moved to August 20-21 70 teams with approximately 18 players per team, coaches, families and collegiate scouts) Recommended Grant Award will be \$10,000 with the contingency that if the County can purchase additional required lacrosse equipment within a budget of \$15,000. Tournament must also be a Stayto-Play tournament with no rebates.
 - 3.) Bella Notte, A Night of Art Under the Stars Special Event Marketing Grant (September 15) Recommended Grant Award of \$3,500 reimbursable marketing grant.
 - 4.) Rock the Box 2 Special Event Marketing Grant (August 13) Recommended Grant Award of \$3,000 reimbursable marketing grant.

Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

8. FY21/22 Budget Adjustments Within Non Capital Improvement Element (R.Kantor)

Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund (Non Capital Improvement Element CC1232) in the amount of \$81,265 to align budgets with bids for the Kingsley Lake and Thunderbolt Elementary to Calming Waters Sidewalk Projects. The

CR218 Beyond Taylor Road Sidewalk Project will be deferred to FY22/23. Funding Source: Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

COUNTY MANAGER

Howard Wanamaker, County Manager, said he had no discussion items pending questions from the Committee.

Hearing no other business, Chairman James Renninger adjourned the meeting at 1:22 pm.

Attest:		
Committee Chairman	Recording Deputy Clerk	



TO: Board of County

Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

Commissioners	DATE:
FROM: Richard Smith, Director of Engineering	
SUBJECT:	
AGENDA ITEM TYPE:	

BACKGROUND INFORMATION:

The applicant is requesting that the Board accept for recording the final plat of Rolling Hills Unit 2A. The plat consist of 24 single family homes and is located off of Sandridge Road.

ATTACHMENTS:

Description Type **Upload Date** File Name

Plat of Rolling Backup Material 5/20/2022 Rolling_Hills_2A_Final_Plat.pdf Hills 2A

REVIEWERS:

Action Date Comments Department Reviewer

Item Pushed to Plots 5/18/2022 - 1:44 PM Streeper, Lisa Approved

Agenda

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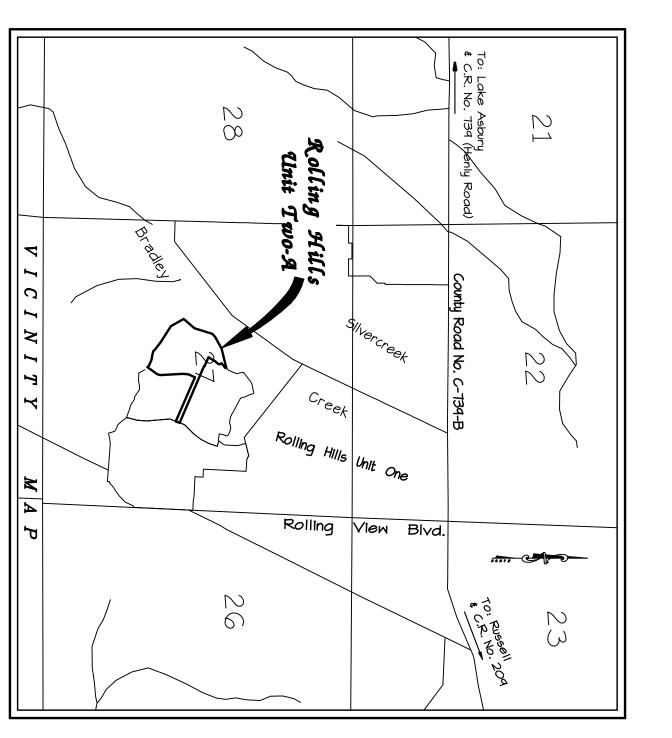
27. Township 5 South, Range 25 East, Clay County, Florida

CAPTION

A parcel of land studted in Section 27. Inchmospheric Particularly described as follows:

being more particularly described as follows:

Commence at the southwest corner of Lot 48. Cedar Creek at Rolling Hills. according to plat thereof commence at the southwest corner of Lot 48. Cedar Creek at Rolling Hills. The public records of said county; thence on the west line of Cedar Creek at Rolling Hills. In South 20 degrees 25 minutes 21 seconds West. 20.03 feet to the point of beginning; thence continue on said west line. South 20 degrees 25 minutes 21 seconds West. 20.03 feet; thence South 60 degrees 27 minutes 47 seconds West. 105.46 feet; thence South 60 degrees 21 minutes 42 seconds West. 31.32 feet; thence South 63 degrees 21 minutes 42 seconds Kest. 327.31 feet; thence South 63 degrees 21 minutes 42 seconds Kest. 327.31 feet; thence North 10 degrees 21 minutes 42 seconds Kest. 327.31 feet; thence North 10 degrees 21 minutes 53 seconds Kest. 327.31 feet; thence North 10 degrees 34 minutes 10 seconds West. 32.4 feet; thence South 65 degrees 53 minutes 64 seconds Kest. 175.6 feet; thence North 52 degrees 44 minutes 10 seconds Kest. 32.8 feet; thence North 66 degrees 53 minutes 54 seconds Kest. 32.2.3 feet; thence North 52 degrees 44 minutes 19 seconds Kest. 32.3 feet; thence North 52 degrees 45 minutes 19 seconds Kest. 13.6 feet; thence North 67 degrees 35 minutes 44 seconds Kest. 13.6 feet; thence North 45 degrees 16 minutes 44 seconds Kest. 13.6 feet; thence North 45 degrees 17 minutes 45 seconds Kest. 13.6 feet; thence North 17 degrees 27 minutes 35 seconds Kest. 32.8 feet; thence North 18 degrees 18 minutes 36 seconds East. 18.5 feet; thence North 18 degrees 27 minutes 36 seconds East. 18.5 feet; thence North 18 degrees 27 minutes 41 seconds Kest. 18.5 feet; thence North 18 degrees 28 minutes 38 seconds East. 18.5 feet; thence North 18 degrees 38 minutes 49 seconds Kest. 18.5 feet; thence North 18 degrees 29 minutes 30 seconds East. 18.5 feet; thence North 18 degrees 38 minutes 49 seconds Kest. 18.5 feet; th



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LA RF PUD 15.45 AC.+/-24 5808 Sq. Ft.

BOOK

Q SHEETS PAGE

TYPE I SUBDIVISION 'PUD' ZONE

ENGINEER
Hadden Engineering
Kingsley Avenue
Orange Park, FL

5 U R V E Y O R Elland + Associates 615 Blanding Blvd. Orange Park, FL

Ğ OPTION AND DEDICATION

Into is to certify that Waltham Development Co.. a Florida corporation, heremafter 'Dedicator', is the lawful owner of the lands described in the caption hereon known as Kalling Tills Unit Two-A. Invitig caused the same to be surveyed and subdivided. This plat being made in accordance with said survey is hereby adorpted as a true and correct path of those lands. All lanes, courts, trails, streets, places and electrone with said survey is hereby adorpted as a true and correct path of those lands. All lanes, courts, trails, streets, places and electrone with said surveys in the plate of those lands. All lanes, courts trails, are provided by revocably adorption of the plate o

IN WITNESS WHEREOF, Waltham Development Co., a Florida corporation, has caused these presents to be executed on the date shown below.

Maltham Development Co., a Florida corporation

witness		
witness		
Leonard William Huck, President	J	

STATE OF FLORIDA, COUNTY OF CLAY

Z	
Notary Public, State of California	
tate of Calif	
ornia	

Electric service provided by Clay Electric Cooperative, Inc. Mater and Sewer service provided by Clay County Utility Au

Elland & Associates, Inc., LB 1381 PROFESSIONAL SURVEYORS and MAPPERS 615 Blanding Blvd. Orange Park, FL TELEPHONE (904) 272-1000

Rollin

27. Township 5 South, Range 25 East, Clay County, Florida

LAND USE ZONING AREA No. LOTS MIN.LOT SIZE

LA RF PUD 15.45 AC.+/-24 5808 Sq. Ft.

B00X PAGE

THE SHEET 9 SHEETS

TYPE I SUBDIVISION "DUD"

ZONE

Orange F	na, Hioriaa
Kingsley	tern Lane
Hadden En	plopment Co.
ENGIN	70

SURVEYOR
Elland & Associates
615 Blanding Blvd.
Orange Park, FL

COUNTY ENGINEER APPROVAL

	í
Approved this day of	_ , 2022.
	County Engineer

BOARD OF COUNTY COMMISSIONERS' APPROVAL

Examined and approved this day of Clay County, Florida.	, 2022, by the Board of County Commissioners,
Tara S. Green, Clay County Clerk of Court and Comptroller. Ex-Officio Clerk to the Board	Chairman of the Board

SUBDIVISION IMPROVEMENT GUARANTEE

As a condition precedent to the recordation of this plat in the public records of Clay County, Florida, the undersigned owner of this subdivision does hereby guarantee to each and every person, firm, copartnership or corporation, their heirs, successors and assigns, who shall purchase a lot or lots in said subdivision from said owner, that said owner shall within 12 months of the date of acceptance of the street and drainage improvements by the Board of County Commissioners thereof fully comply with each and every regulation of the Board of County Commissioners of Clay County, Florida, covering subdivisions in effect at the time of the filing of this final plat insofar as the same affects a lot or lots sold.

Time of such performance being of the essence, said guarantee shall be part of each deed of conveyance or contract of sale covering lots in said subdivision, executed by said owner to the same extent and purpose as if said guarantee were incorporated verbatim in each said conveyance or contract of sale.

, Mitness		
, Mitness		
Leonard Milliam Huck, President	ָּתְּ	Maltham Development Co. a Florida corporation

STATE 얶 FLORIDA, COUNTY OF CLAY

beha	this	_
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behalf of the corporation.	this day of :	The foregoing instrument was personally acknowledged before me by means o
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	2022. by Leonard William Huck. as president	ackr
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App DEPARTMENT OF ECONOMIC AND NS DEVELOPMENT SERVICES APPROVAL

roved this
this
.day of_
,
2022.

of Economic and Development Services

SURVEYOR'S CERTIFICATE OF REVIEW

The undersigned surveyor hereby certifies that he has reviewed this plat on behalf of Clay County , Florida, in accordance with the requirements of Section 177.081(1), Florida Statutes (1998), and has determined that said plat conforms with the requirements of Chapter 177, Florida Statutes. The undersigned did not prepare this plat. This certificate is made as of this ___ day of ______, 2022.



SURVEYOR'S CERTIFICATE

This is to certify that this plat is a correct representation of the lands surveyed, platted and described hereon, that Permanent Reference Monuments have been placed as shown on said plat in accordance with Chapter 177, Florida Statutes, as amended, and that Permanent Control Points will be set as shown in accordance with said laws, that said survey was made under my responsible direction and supervision and that the survey data shown on said plat complies all the requirements of said chapter. Signed this ___ day_____ of , 2022. complies with

Harold T. Elland
Florida Cert. No. 2518
Elland and Associates, Inc., LB 1381 /
615 Blanding Boulevard
Orange Park, Florida
1
904-272-1000

Township

 Ω

South. Range

25

East,

Florida

COUNTY

ROAD

739-

O W N E R Waltham Development Co. 1569 Royal Fern Lane Fleming Island. Florida

ENGINEER
Hadden Englineering
Kingsley Avenue
Orange Park, FL

S U R V E Y O R Elland + Associates 615 Blanding Blvd. Orange Park, FL

NOTICE: This plat as recorded in its graphic form is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of this plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

Electric service provided by Clay Electric Cooperative, Inc. Mater and Sewer service provided by Clay County Utility Authority.

27 25 24 WOODBRIDGE

1648,91

VIEW BLYD.

5 02°30'54 5 02°30'54" W

ROLLING

TRACT "C"	TRACT "B"	TRACT "A"	
" "	ΔĪ	≯_	AREAS
PARK	OPEN SPACE	RETENTION POND	LEGEND

ENERAL

500′

- 1) Permanent Control Point shown thus: •
 2) Permanent Reference Monument shown thus: •
 3) Tabulated Curve Number shown thus: •
 4) Radial Lab Lines shown thus (Radu)
 5) Building Restriction Lines shall be as follows: minimum front setbock = 20 feet minimum side setbock abutting street = 20 feet minimum side setboch so so feet setbock abutting street = 20 feet minimum side setboch abutting street = 20 feet minimum side setboch abutting street = 2

Eiland & Associates, Inc., LB 1381 PROFESSIONAL SURVEYORS and MAPPERS 615 Blanding Blvd. Orange Park, FL TELEPHONE (904) 272-1000

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N 02°03'33" E

W'LY LINE OF SEC. 27

SECTION

25

2305.40'

Rolling Unit Two-A ROLLING 土 TRACT "C-2" PARK N 2076164.0767 E 409019.4800 5 02°42'39" W N 207661.8969 E 409069.4324 50.00 N 87°2906 M 22 23 224.36' W Scale: **⊢*** \parallel

PLAT BOOK 33 PAGES 16, 17, 18, 19 AND 20

ASBURY DOWNS UNIT FIVE

BOOK 22 PAGES 68, 69, 70 AND 71

RUSSELL OAKS

PLAT BOOK 42 PAGES 37, 38 AND 39

ARAVA UNIT FIVE

Rolling

Section 27, Township 5 South, Range 25 East. Clay County, Florida

LAND USE ZONING AREA No. LOTS MIN.LOT SIZE

SHEE.

LA RF PUD 15.45 AC.+/-24 5808 Sq. Ft.

PLAT BOOK

PAGE

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TYPE | SUBDIVISION PUD. ZONE

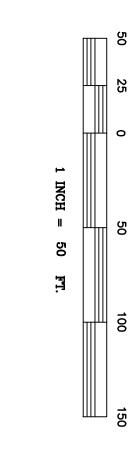
O W N E R Waltham Development Co. 1569 Royal Fern Lane Fleming Island. Florida ENGINEER
Hadden Engineering
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25 1 INCH = 50 Ħ 100



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Lookout Ridge Lame

Waltham Development Company, hc.,

O.R. Book 4335, Page 2

Northeast 1/4 Southeast 1/4

267

932.17.

-s 20°25°21° W. 20.03.

49

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O.R. Book 4335, Page 267

S 20.09. W

Creek at Rolling Hills. Plat Book 55. Pages 44 52

C P F.

47

Cedar /

BRADLEY
PARKWACR

Rolling 31166

LAND USE ZONING AREA No. LOTS MIN.LOT SIZE LA RF PUD 15.45 AC.+/-24 5808 Sq. Ft.

PLAT BOOK

S 9 SHEETS PAGE

SHEET TYPE I SUBDIVISION 'PUD' ZONE

O W N E R Waltham Development Co. 1569 Royal Fern Lane Fleming Island. Florida

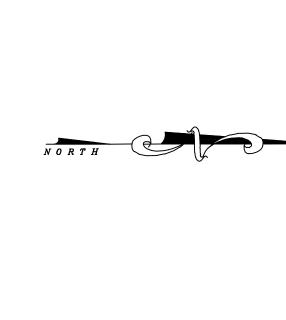
ENGINEER
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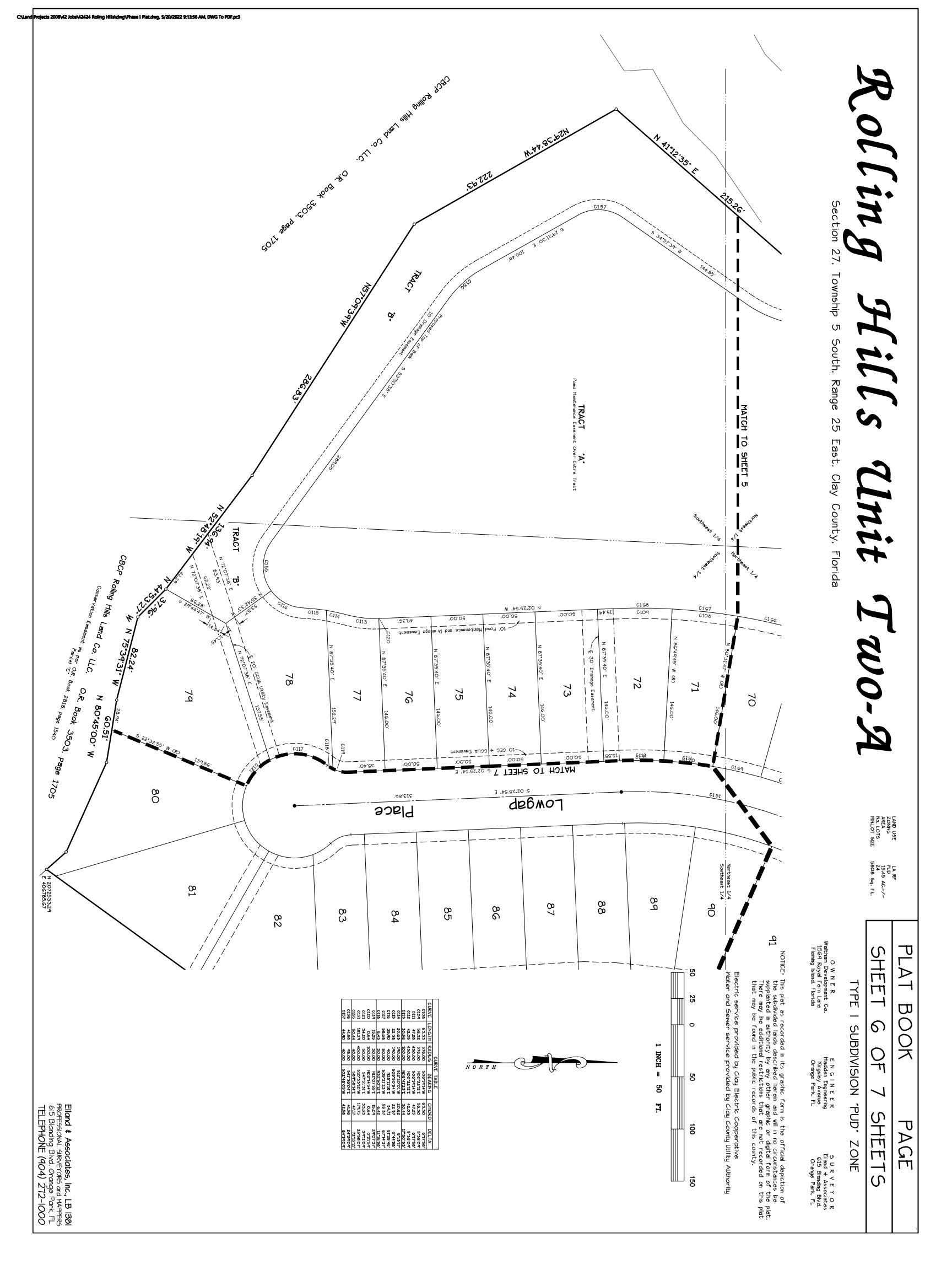
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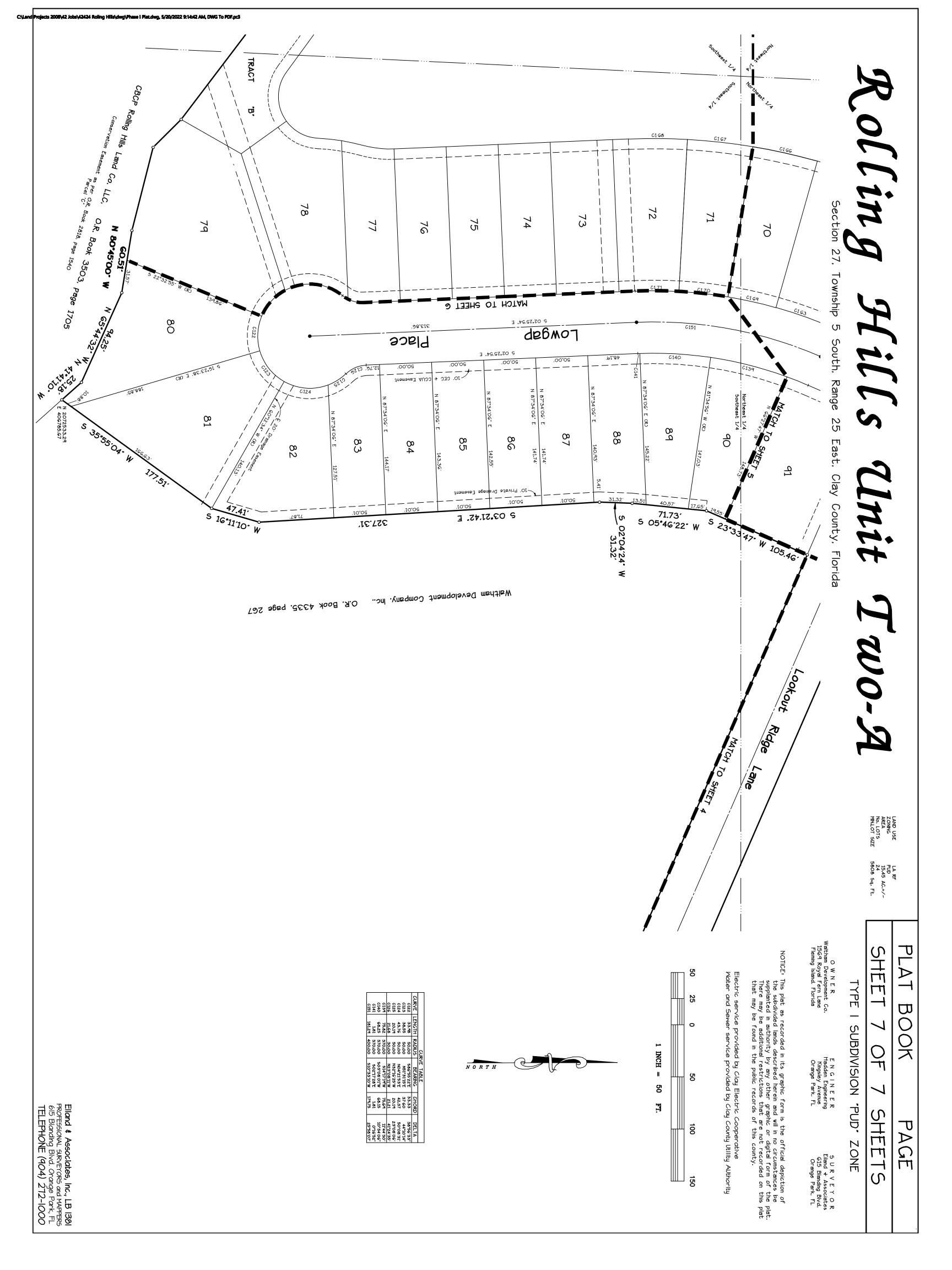


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C160 C154	C151 C158	C110 C137	C106 C107	C104 C105	C103	CURVE		
26.50 12.76	181.29 35.22	47.28 47.12	63,33 63,33	47.28 14.76	11.02	LENGTH		
40.00	400.00	30.00	576.00 576.00	430.00 576.00	430.00	RADIUS	CU	
536°41'43'W 564°48'57'W	510°33'10'W N26°20'16'E	512*37*12*W 568*32*13*W	518°55′10′W 512°37′12′W	518*55*10*W 522*48*11*W	522°48'11'W	BEARING	CURVE TABLE	
26.02 12.71	179.75 35.08	47.25 42.43	63,30 63,30	47.25 14.76	11.02	CHORD		
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Elland & Associates, Inc., LB 1381 PROFESSIONAL SURVEYORS and MAPPERS 615 Blanding Blvd. Orange Park, FL TELEPHONE (904) 272-1000







Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

TO: Board of County	DATE.
Commissioners	DATE:

FROM: The Clerks Office

SUBJECT: The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1) FL Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.

AGENDA ITEM TYPE:

ATTACHMENTS:

Description Type Upload Date File Name

□ Finance Business Cover Memo 5/17/2022 Finance_Summary_5.24.pdf

REVIEWERS:

Department Reviewer Action Date Comments

BCC Streeper, Lisa Approved 5/18/2022 - 11:51 Item Pushed to Agenda

FINANCE DEPARTMENT BUSINESS

For Board Meeting Date of : May 24, 2022

1. <u>DOCUMENTS FILED FOR THE RECORD/INFORMATION, IN THE FINANCE DEPARTMENT AND APPROVAL OF EQUIPMENT DISPOSAL, TRANSFER AND ACCEPTANCE</u>

a. Inventory - CCSO - Surplus

Request the Board's acceptance of the CCSO vehicles listed on the attached and it is requested that the vehicles be stored as surplus property subject to transfer or public auction.

b. Inventory - Parks & Recreation - Surplus

The County property listed on the attached has some cash value and it is requested that it be stored as surplus property subject to transfer, public auction or trade-in.

c. Inventory - IT - Recycling

The County IT equipment listed on the attached has served its useful life and will be sent to recycling.

2. APPROVAL OF PAYMENTS

a. Ratification of Payments

- a. Ratification of Payments
 - 1) Ratification of Check Register dated from May 7 May 20, 2022
 - 2) Ratification of Procurement Card Payment May 12 \$10,392.93
 - 2) Ratification of AD HOC Payments from May 4 May 13, 2022
- a) May 6 \$61,050.00 Retirees Opt Out Payments \$6,435.86 Workers Compensation
- b)Mary 12 \$138,437.47 School Board Impact Fee \$16,151.40 Workers Compensation \$324.63 TDC Tax

3. OTHER, APPROVAL FOR REQUEST(S), FOR REFUND(S) AND FINANCIAL REQUEST(S)

a. Other Approvals

Pay Period Ending:May 10, 2022 Direct Deposits in the amount of: \$924,070.38

Payroll related expenditures in the amount of: \$294,704.13

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator by mail at Post Office Box 1366, Green Cove Springs, FL 32043, or by telephone at number (904) 269-6347 no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

TO: Board of County Commissioners	DATE:	
FROM: Karen Smith Administrative and Contractual Services		
SUBJECT:		
AGENDA ITEM TYPE:		

BACKGROUND INFORMATION:

- 1. Award of Bid No. 21/22-36, Right-Of-Way Mowing (North) (RE-BID) and Accompanying Agreement (T.Gardner)
 - 1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.
 - 2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.
 - Funding Source: Transportation Trust Fund Public Works Repairs and Maintenance
 - 2. Award of Bid No. 21/22-37, Right-Of-Way Mowing (South) (RE-BID) and Approval of Accompanying Agreement (T.Gardner)
 - 1) Approval to post notice of intent and award Bid No. 21/22-37, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.
 - 2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.
 - Funding Source: Transportation Trust Fund Public Works Repairs and Maintenance
 - 3. Rejection of bid submittals for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project (K. Smith)
 - Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be re-bid allowing for additional time to secure construction materials and complete the project.

complete the project.

4. First Renewal to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (K.Smith/J.Pierce)

Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

5. Memorandum of Understanding with Jacksonville Transportation Authority Re: Transit Study (T.Nagle)

Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area. The County will reimburse JTA once the Study is completed. The Countyand JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed \$100,000. JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

6. Budget Resolutions for Grant Awards (M. Mosley)

Approval of the following two (2) budget resolutions for grant awards under \$50,000:

- Humanities Grant for Libraries-ARPA: \$10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants -Culture and Recreation
- FDOT Local Agency Program Agreement #G1R36: \$35,000 awarded by the Florida Department of Transportation Local Agency Program tobe used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road. Funding Source: Capital Improvement Plan (CIP) Projects Fund Grant Revenue / FDOT Safety - LAP Grants
- 7. TDC Event Grant Requests (K. Morgan)

Approval of the Tourist Development Council's (TDC) recommendations of the following grants:

- 1.) May 28-29, 2022Girls Lacrosse Showcase Sports Grant (600 athletes, coaches, families and collegiate scouts) Recommended Grant Award will be \$12,000 with the contingency that if the County can purchase required lacrosse equipment, there will be no need for an equipment rental expense. Tournament must also be a Stay-to-Play tournament with no other rebates.
- 2.) August 20-21, 2022Girls Lacrosse Showcase Sports Grant (Originally scheduled for May 20-21 but moved to August 20-21 70 teams with approximately 18 players per team.

coaches, families and collegiate scouts) - Recommended Grant Award will be \$10,000 with the contingency that if the County can purchase additional required lacrosse equipment within a budget of \$15,000. Tournament must also be a Stay-to-Play tournament with no rebates.

- 3.) Bella Notte, A Night of Art Under the Stars Special Event Marketing Grant (September 15) Recommended Grant Award of \$3,500 reimbursable marketing grant.
- 4.) Rock the Box 2 Special Event Marketing Grant (August 13) Recommended Grant Award of \$3,000 reimbursable marketing grant.

Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

8. FY21/22 Budget Adjustments Within Non Capital Improvement Element (R.Kantor)

Approval of hudget adjustment within the Conital Improvement Plan (CID) Projects Fund

Approval of budget adjustment within the Capital Improvement Fian (CIF) Frojects Fund (Non Capital Improvement Element CC1232) in the amount of \$81,265 to align budgets with bids for the Kingsley Lake and Thunderbolt Elementary to Calming Waters Sidewalk Projects. The CR218 Beyond Taylor Road Sidewalk Project will be deferred to FY22/23. Funding Source: Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road

https://claycounty.novusagenda.com/agendapublic/MeetingView.aspx? MeetingID=1737&MinutesMeetingID=1121&doctype=Agenda

REVIEWERS:

Department Reviewer Action Date Comments

Administrative

and Contractural Streeper, Lisa Approved 5/18/2022 - 11:51 AM Item Pushed to Agenda

Services



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

TO: Board of County Commissioners

DATE: 5/12/2022

FROM: Courtney

Grimm

SUBJECT:

AGENDAITEM

TYPE:

ATTACHMENTS:

Description Type Upload Date File Name

Email from

Eric

name Romano Cover Memo 5/16/2022 Romano Email dated 05-11-22ADA.pdf

dated 05-11-22 Walgreens

Settlement Agreement/Contract 5/16/2022 Walgreens_Settlement_Participation_Agreement_FormADA.pdf

Form

REVIEWERS:

Department Reviewer Action Date Comments

County Attorney Grimm, Courtney K. Approved 5/17/2022 - 12:30 PM AnswerNotes

County Manager Wanamaker, Howard Approved 5/17/2022 - 5:36 PM AnswerNotes

From: Eric Romano < eric@romanolawgroup.com >

Sent: Wednesday, May 11, 2022 5:15 PM

To: Courtney Grimm <Courtney.Grimm@claycountygov.com>; Daphne Roberts

<Daphne.Roberts@claycountygov.com>

Cc: Jamey Szerdi < <u>jamey@romanolawgroup.com</u>>; Michael Kahn < <u>michael@michaelkahnpa.com</u>>;

Douglas Beam (doug@dougbeam.com) <doug@dougbeam.com>

Subject: Important Opioid Litigation Update - ACTION REQUIRED BY JUNE 3RD

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Courtney,

As you may have already heard, Florida recently reached a \$683 million settlement with Walgreens in the opioid litigation on behalf of the state and all counties and municipalities. You can read the settlement agreement at Walgreens Settlement
Agreement. These settlement funds will be paid over the next 18 years and will be allocated between the State and local subdivisions pursuant to the existing statewide allocation agreement (aka the MOU), using the same allocation model applied to prior settlements. As with the prior settlements, we recommend that your city/county join this settlement by signing the attached Participation Agreement. By joining this settlement, you will also consent to dismissing your claims against Walgreens once the settlement is finalized and approved.

ACTION REQUIRED BY JUNE 3, 2022:

ACTION ITEM #1:

Please sign the attached Participation Agreement and submit it as soon as possible. This settlement has an accelerated timeline. <u>To qualify for expedited payment of the initial funds, you must submit your signed Participation Agreement by June 3, 2022</u>.

Please e-mail your executed Participation Agreement to FLOpioidParticipation@myfloridalegal.com with a copy to eric@RomanoLawGroup.com. The subject line should say "[Name of city/county], FL Participation Form - Walgreens".

ACTION ITEM #2:

Settlement funds will be wired to you, with initial payments beginning in the near future. Please provide us with your W9 and the wiring instructions for the account where the settlement funds should be sent. You will not receive your settlement funds until you provide this information. To provide this information to us securely, please upload your signed W9 form and wiring instructions to the secure Dropbox folder we have created at Opioid Client Documents. You can provide your wiring instructions

either in a Word or PDF document. If you prefer an added layer of security, you may password-protect the document before uploading it, and you can email the password to me at eric@RomanoLawGroup.com.

As always, we appreciate your continued assistance throughout this process. If you have any questions related to the information contained within this correspondence or any other questions regarding the opioid litigation, please do not hesitate to contact me.

Thank you.

Eric









Eric Romano

Board Certified by the Florida Bar and the National Board of Trial Advocacy in Criminal Trial Law

ROMANO LAW GROUP

801 Spencer Drive West Palm Beach, FL 33409 (561) 533-6700 romanolawgroup.com

EXHIBIT D

SUBDIVISION SETTLEMENT PARTICIPATION FORM

(Walgreens Settlement)

Governmental Entity: Clay County	State: Florida
Authorized Official: Wayne Bolla, Chairman	
Address 1: 477 Houston Street	
Address 2: P.O. Box 1366	
City, State, Zip: Green Cove Springs, FL 32043	
Phone: (904) 269-6303	
Email: Courtney.Grimm@claycountygov.com	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement and Release dated May 4, 2022 ("Walgreens Settlement"), I and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Releasees, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form, voluntarily dismiss with prejudice any Released Claims that it has filed.
- 3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Subdivisions as defined therein.
- 4. By agreeing to the terms of the Walgreens Settlement and expressly agreeing to the Releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
- 5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement.

The defined terms in the Walgreens Settlement shall have the same meaning in this Subdivision Settlement Participation Form.

- 7. The Governmental Entity has the right to enforce those rights given to it in the Walgreens Settlement.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency. person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to any Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
- 10. In connection with the releases provided for in the Walgreens Settlement, the Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

As a Releasor, the Governmental Entity may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entity's decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision

Settlement Participation Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature:	
Name:	Wayne Bolla
Title:	Chairman
Date:	May 24, 2022
	(the "Execution Date of this Subdivision Settlement Participation Form")

ATTEST:

Tara S. Green Clay County Clerk of Court and Comptroller Ex Officio Clerk to the Board



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

TO: Board of County Commissioners	DATE: 5/13/2022
FROM: Milton Towns, Interim Director, Environmental Services Dept.	
SUBJECT:	
AGENDA ITEM TYPE:	

BACKGROUND INFORMATION:

A comprehensive nine-month study of the County's solid waste management system and development of a 20-year Solid Waste Management Plan (SWMP) was completed in May, 2022. The results of the study, the 20-year SWMP and recommendations were presented before the Board of County Commissioners at a Solid Waste Management Workshop on May 10, 2022. This brief is a follow-up to that solid waste management discussion to provide additional information.

Planning Requirements:
Public Hearing Required (Yes\No): **No**

Hearing Type:

Initiated By:

n/a

ATTACHMENTS:

Description Type Upload Date File Name

D Outline Backup Material 5/17/2022 Agenda_Item-BCC-5.24.pdf

D	SW Mgmt Brief	Backup Material	5/18/2022	Solid_Waste_Manager	nent_Brief_(1)ada.pdf
D	Service Update	Backup Material	5/18/2022	Clay_County_Service_	Update_5.24.pdf
RE	VIEWERS:				
De	partment Re	viewer	Action	Date	Comments
En Se	vironmental Stre rvices	eeper, Lisa	Approved	5/18/2022 - 1:45 PM	Item Pushed to Agenda

Agenda Item: Solid Waste Management Brief

Agenda Type: BCC – 5/24/22

Agenda Category: Old Business

Subject: Solid Waste Management Brief

Background Information:

A comprehensive nine-month study of the County's solid waste management system and development of a 20-year Solid Waste Management Plan (SWMP) was completed in May, 2022. The result of the study, the 20-year SWMP and recommendations were presented before the Board of County Commissioners at a solid Waste Management Workshop on May 10, 2022. This brief is a follow-up to that solid waste management discussion to provide additional information.

Suggested Motion/Recommendation/Action:

That the Board approve staff recommendations for the County's solid waste system, specifically:

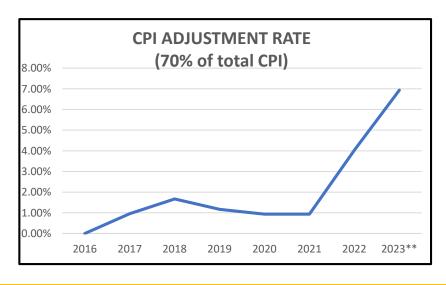
- Collection Assessment Rate
- Capital Improvement Plan
- Recycling Collection Option
- Residential Disposal Allowance

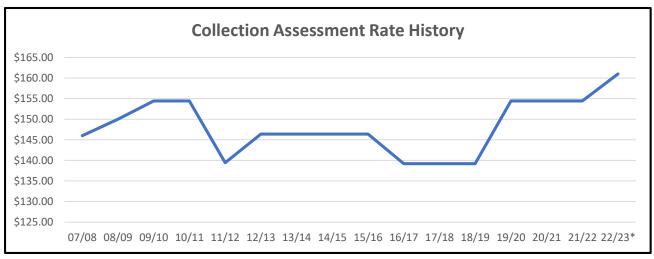
Agenda

- 1. Enterprise Funds Cost and Revenue Projections
 - a. Collection (Fund 402)
 - i. Collection Assessment Rate
 - b. Disposal Fund (401)
 - i. Capital Improvement Plan & Tipping Fees
- 2. Recycling Collection Options
- 3. Residential Disposal Allowance
- 4. In-house Curbside Collection Services
 - a. Cost to provide collection services with County staff

Solid Waste Collection Assessment

- Adopted October, 2006
- Only source of funds for Solid Waste Collection (Contract and Operating Expenses)
- Current Assessment Rate \$12.87/month, \$154.44/year
- Rate is adjusted January 1 each year using the Consumer Price Index from the U.S. Bureau of Labor Statistics





Collection Assessment Fund Current Condition

	Fiscal Year 2021/2022
Current Fund Balance	1,462,000
Projected Revenue	10,136,000
Subtotal	11,598,000
Projected Expenses	10,042,000
Ending Fund Balance	1,556,000

WM Service Option Rates

• Current Contract Rate per household - \$12.22/month

- Option #2 \$9.81/month *Staff recommendation
- Option #1 \$10.31/month
- Option #3a \$11.97/month

WM Options – Effects on Fund Balance

WM Option #1 \$10.31/mo

WM Option #3a \$11.97/mo

FY 2023

Beginning Fund Balance	1,556,000
(13.42*/mo) Revenues	9,127,000
Subtotal	10,683,000
Expenses	9,663,000
Change In Reserves	(536,000)
Ending Fund Balance	1,020,000

*11.52 after rebate

FY 2023

Beginning Fund Balance	1,556,000
(13.42*/mo) Revenues	9,127,000
Subtotal	10,683,000
Expenses	9,215,000
Change In Reserves	(88,000)
Ending Fund Balance	1,468,000
·	

WM Option #2 \$9.81/mo

*11.52 after rebate

FY 2023

FY 2024

1,556,000
9,127,000
10,683,000
11,200,800
(2,073,800)
(517,800)

*11.52 after rebate

FY 2024

Beginning Fund Balance	1,020,000
(16.10/mo) Revenues	12,749,100
Subtotal	13,769,100
Expenses	10,507,000
Change In Reserves	2,242,100
Ending Fund Balance	3,262,100

FY 2024

1,468,000
12,749,100
14,217,100
10,024,000
2,725,100
4,193,100

Beginning Fund Balance	(517,80
(16.10/mo) Revenues	12,749,1
Subtotal	12,231,3
Expenses	12,515,1
Change In Reserves	234,0
Ending Fund Balance	(283,80

FY 2025

Beginning Fund Balance	2,510,000
(19.85/mo) Revenues	16,292,900
Subtotal	18,802,900
Expenses	17,234,300
From Reserves	(941,400)
Ending Fund Balance	1,568,600

FY 2025

Beginning Fund Balance	4,193,100
(19.85/mo) Revenues	16,292,900
Subtotal	20,486,000
Expenses	17,234,300
From Reserves	(941,400)
Ending Fund Balance	3,251,700

FY 2025

Beginning Fund Balance	(283,800)
(19.85/mo) Revenues	16,292,900
Subtotal	16,009,100
Expenses	17,234,300
From Reserves	(941,400)
Ending Fund Balance	(1.225.200)

Collection Assessment Base Rate Step Increase

- Enter into new contract October 1, 2024
- Estimated new contract rate \$18.00/household/month

	YEARLY	MONTHLY	
Current Rate	\$154.44	\$12.87	
October 1, 2022	\$161.00	\$13.42	\$11.52 after rebate
October 1, 2023	\$193.20	\$16.10	
October 1, 2024	\$238.20	\$19.85	New Contract year

- Surrounding Counties <u>Subscription Service</u> Rates
 - Marion \$20/month, trash only, once per week
 - Bradford \$27/month, trash only, once per week
 - Alachua \$24/month, trash & recycle, once each per week

The Cost of Recycling

Current Dual Stream Recycling Program						
TONS		REVENUE	TONS RE		EVENUE	
FY2021	6273	\$ 83,900	FY2022 to date	1131	\$	61,700

Cost of County Material Recycling Facility (MRF) Operations related to curbside recycling = \$70,000 (does not include administrative expense or equipment replacement costs)

Cost of Single Stream Recycling at Current Rates					
TONS		COST TONS		COST	
FY2021	6273	\$ 784,125	FY2022 to date	1131	\$ 141,375
Current Single Stream Recycling Rates (Republic Services)					
\$115/ton Processing Fee + ERF & FRF					
ERF - Environmental Regulation Fee \$125/to			\$125/ton co	st to Coun	ty (est)
FRF - Fuel Recove	RF - Fuel Recovery Fee NO REBATE GIVEN		EN		

Cost to Landfill								
TONS	3	COST	COST TONS					
FY2021	FY2021 6273		FY2022 to date	1131	\$ 41,904			
	Disposal Cost per Ton							
Oct 20 - Sep 21 - \$35.82								
Oct 21 - Sep 22 - \$37.22								

Solid Waste Disposal Fund

- Main sources of Disposal Fund revenue Residential Disposal Assessment Fees, Tipping Fees at Rosemary Hill Facility, and Franchise Hauler Fees.
- Residential Disposal Assessment adopted in 1993 at \$84.00 per household/year. Rate held for 22 years until lowered to \$72.00 in FY16/17.
- Tipping Fees at Rosemary Hill remained steady until lowered in FY 16/17.
- Franchise Hauler Fees have experienced no change.

Capital Improvement Effects on Fund

 Chart below shows the capital improvement plans projected effect on current reserves and future revenues

Revenue	Est. Actuals FY21-22 Totals	Requested FY22-23 Budget	Projected FY23-24	Projected FY24-25	Projected FY25-26	Projected FY26-27
TOTAL PROJECTED REVENUE	12,834,100	12,872,560	13,516,188	14,191,997	14,901,597	15,646,677
Beginning Balance in Reserves	31,913,956	21,374,194	17,900,392	14,860,600	6,056,318	(627,178)
LESS Operating Expenses	(12,669,657)	(14,028,734)	(14,730,171)	(15,466,679)	(16,240,013)	(17,052,014)
LESS Planned Capital Improvements	(62,500)	(1,674,000)	(1,150,000)	(6,820,000)	(4,600,000)	(5,400,000)
LESS Disaster Contingency	(10,000,000)					
Ending Balance in Reserves	21,374,194	17,900,392	14,860,600	6,056,318	(627,178)	(8,214,848)

Disposal Fund - Staff Recommendations

- New Transfer & Disposal Contract begins October 1, 2023.
- Staff recommends no changes to current Disposal Assessment rate or Franchise Hauler fees. Will re-evaluate when new T&D rates are known.
- Staff recommends changes to Tipping Fees at Rosemary Hill

Landfill Tipping Fees		ırrent Tipping Fee	Curre	nt Disposal Rate	Proposed Tipping Fee	
Class I - Franchise	\$	40.00	۲	37.22	\$	47.00
Class I - Non-Franchise*	\$	50.00	\$ 37.22		\$	57.00
C&D - Franchise		30.00	۲	20.22	\$	37.00
C&D - Non Franchise*	\$	40.00	۶	\$ 30.33		47.00
Yard Waste - Franchise		30.00	۲.	22.04	\$	37.00
Yard Waste - Non-Franchise	\$	40.00	\$	22.91	\$	47.00
Tires, Passenger	\$	210.00	\$	190.00	\$	240.00
*rate paid by residents after the 500 pounds free						

In-House Curbside Collection Services

Cost to provide collection with County equipment and County staff

	<u>Garbage</u>	Recycling	Yard Waste
Туре	ASL	ASL	Rel
# Trucks	24	13	10
Cost Trucks	\$12M	\$6.5M	\$5M
# Drivers	22	11	9
Cost Drivers year 1	\$2.3M	\$1.05M	\$857K
Containers	\$6.5M	\$6.5M	\$0
Annual Subtotal by Line of Business	\$20.8M	\$14.05M	\$5.85M
Grand total (year 1)			\$40.7M

Does not include Disposal (currently \$9.24M/yr), Truck general operating expenses (fuel, oil, repairs), supervisory, mechanics or new building for truck shop. Also, 2021 Legislation requires municipalities to provide 3 years notice AND 18 months receipts for any hauler displaced by municipalities starting their own garbage service.



Summary of Events

- Labor shortage became prevalent in spring of 2021 following state and federal government's enhanced unemployment and COVID related stimulus offerings
- WM increased wages over 21% in a 6 month period in early 2021 in an efforts to combat this and began to offer at \$10K new hire bonus to all new drivers, spending \$54K/month
- WM struggled to maintain services levels for Clay County throughout the summer
- WM mobilized outside help and employed 3rd party companies to collect yard waste, spending over \$1.1M attempting to catch up
- WM presented options to Clay County in July and the county voted to suspend curbside recycling and move to a citizens drop off model effective 8/16/21 at which time we were 10 drivers short.
 - This allowed WM to catch up on yardwaste collections withing two week and we have kept on scheduled with all garbage and yardwaste services since
 - WM and Clay county agreed to reduce the monthly bill by \$128K/month reduction
 - This is now \$133K/month reduction due to CPI increase effective January 2022
 - WM also agreed to perform all rolloff hauls for the citizen drop-off center for no charge
 - We are averaging 154 hauls/month at a cost of \$32K/month
- WM has increased wages another 15.5% effective Feb 2022 in an effort to combat the rising inflation, costing \$45K/month
- WM Increased wages another 20% effective April 2022 to further the efforts to recruit and offset the continued rising inflation.
 - Current starting Pay is \$24/hour. At 65 hours/week that is \$97K/year
 - 1 year ago, starting pay was \$16/hour. At 65 hours/week that was \$64K/year
- WM remains on scheduled with all garbage and yardwaste collections weekly as well as all citizen dropoff sites



Staffing Data

- Needed 40 Residential Drivers in August 2021
- When we suspended Recycling we had 30
- In January 2022 we added 2 garbage routes (to accommodate growth) taking our need to 42
- Currently we have 29 Residential Drivers that are fully trained
- Currently we have 6 drivers in training
 - Last week we offered 5 drivers, 1 withdrew, 1 no showed on first day
 - · Last week we terminated 1 driver for safety and 1 new hire quit after 3 days of training
 - Since August WM has hired 21 and lost 17
 - Even at \$24/hour we continue to see low applicant flow of CDL drivers applying in Clay County, due to physical nature of the work and low population of CDL holders in and around Clay county



Options Moving Forward

1. Maintain the course of citizens drop-off centers while we continue to hire Requires 42 Drivers and 42 Helpers

 WM is currently not charging the county \$133K/month, nor charging for the hauls from the citizen drop-off centers

2. Move to a citizens drop-off model for the remainder of the contract WM has the drivers Currently

- WM would add 2 more citizens drop-off centers for additional convenience (1 has already been added and the other would be WE Varnes Park)
- WM is willing to offer an additional \$35K/month to the current \$133K credit

3A. Move to Every Other Week Recycle

Requires 39 Drivers & 39 Helpers

- Full re-route would be required to rebalance garbage, set new zones/days for recycle and yardwaste.
- Annual calendar would be needed for EOW schedule communication
- This would be confusing for the residents: one day for garbage, another for yardwaste and a different day Every Other Week for Recycling
- This would require significant new service limits of 2 bins only
 - Enforcement would be difficult
 - Will cause resident confusion/frustration
 - Dropoff Centers would be removed
- WM would still need to hire and retain 4 more drivers and 8 more helpers to implement
- WM would reinstitute the full rate (+\$133K/month) and offer a -\$17,500/month rate reduction given the lesser recycling curbside service



Service Options Chart

	•	OPTION 1	OPTION 2	OPTION 3A
SER	VICE LEVELS	Of HOIV	OF FIGURE	OI HOW SA
0				
		Weekly	Weekly	Weekly
	Garbage	All Rear Load	All Rear Load	All Rear Load
	Vard Wasts	Weekly	Weekly	Weekly
	Yard Waste	All Rear Load	All Rear Load	All Rear Load
				EOW
	Recycle	Drop Off Untill	Drop Off Untill End	All Rear Load
	Recycle	Staffed	of Contract	(Bins)
				(טוווט)
	Citizen Drop Off	6 Sites	7 Sites	None
SER	VICE LIMITS			
		Current Contract	Current Contract	Current Contract
	Garbage	Limitations	Limitations	Limitations
		Limitations	Elithations	Elithations
	Yard Waste	Current Contract	Current Contract	Current Contract
	Tatu waste	Limitations	Limitations	Limitations
	Recycle	None	None	2 Bin Limit
	Redyole	140110	140110	2 Bill Lillin
	Citizen Drop Off	Recycle	Recycle	None
DED	ACONINEL NIFEDO (TOTAL)		*WE Varnes Park	
PER	SONNEL NEEDS (TOTAL)	42	21	20
	DRIVERS	42	31	39
	HELPERS	42	31	39
RAT	res			
IVAI	Monthly Total	\$ 721,700	\$ 686,700	\$ 837,900
	Full Service Total	\$ 855,400	Ψ 000,700	Ψ 037,700
	I dii oci vice i otai	+ 000,400		





Appendix



Options Moving Forward

3B. Move to Every Other Week Recycle and Every Other Week Yard Waste

Requires 37 Drivers & 37 Helpers

- Full re-route would be required to rebalance garbage, set new zones/days for recycle and yardwaste.
 Yardwaste and Recycle zones would continue to match
- Annual calendar would be needed for EOW schedule communication
- This would require significant new service limits
 - Yardwaste Cut and bundled, 4" & 50 lbs, 3-yard limit of bundles and 3-yard limit of bags
 - Recycling 2 Bin Limit
 - Enforcement would be difficult
 - Will cause resident confusion/frustration
- WM would still need to hire 2 more drivers and 6 more helpers to implement
- \$53K/month rate reduction

3C. Move to Every Other Week Recycle and Week Yard Waste with Enhanced Limits

Requires 38 Drivers & 38 Helpers

- Full re-route would be required to rebalance garbage, set new zones/days for recycle.
- Yardwaste and Recycle zones would continue to match
- Annual calendar would be needed for EOW schedule communication
- This would require significant new service limits
 - Yardwaste Cut and bundled, 4" & 50 lbs, 3-yard limit of bundles and 3-yard limit of bags
 - Recycling 2 Bin Limit
 - Enforcement would be difficult
 - Will cause resident confusion/frustration
- WM would still need to hire 3 more drivers and 9 more helpers to implement
- \$35K/month rate reduction



Options Moving Forward

- 5. Pilot 70% of the County Moves to ASL for Weekly Garbage, Service in 96-Gallon Carts, All of the County moves to Every Other Week Recycle (Still in Bins), Every Other Week Yardwaste with limits Requires 34 Drivers & 20 Helpers
 - WM could provide 10 ASL beginning in late July, and rent 2 additional
 - Clay County would provide the carts, timeline TBD
 - Limit Yardwaste Every Other Week Cut and bundled, 4" & 50 lbs, 3-yard limit of bundles and 3-yard limit of bags
 - Curbside Recycling would return to all Homes, in existing bins, but Every Other Week
 - Modify Acceptable Materials No Glass, review acceptable plastics
 - Dropoff Centers Removed
 - ASL Truck would have Smart Truck Technology; GPS, Video, Participation & Contamination Monitoring
 - This would help test ASLs for the upcoming RFP and future contract
 - Rate: Full Service Rate \$855K
 - Re-route the entire County
 - Mailers with Map and Calendar Recycle and yardwaste would be on the same day
 - 2nd cart option \$5/month, resident specific, county would have to bill specifically
 - Bulk
 - For the ASL Garbage Area Every Other Week same day as Recycle and yardwaste
 - For the Rearload Area weekly service, same day as garbage
- 6. Pilot 70% of the County Moves to ASL for Weekly Garbage, Service in 96-Gallon Carts, The rest of the County stays with Rearloaders Weekly, Recycle Moves Permanently to Citizens Drop Model, Yardwaste Weekly with Limits

Requires 29 Drivers & 15 Helpers

- WM could provide 10 ASL beginning in late July, and rent 2 additional
- Clay County would provide the carts, timeline TBD
- Limit Yardwaste –Weekly Cut and bundled, 4" & 50 lbs, 3-yard limit of bundles and 3-yard limit of bags
- Rate: \$133K/month rate reduction
- Re-route the entire County

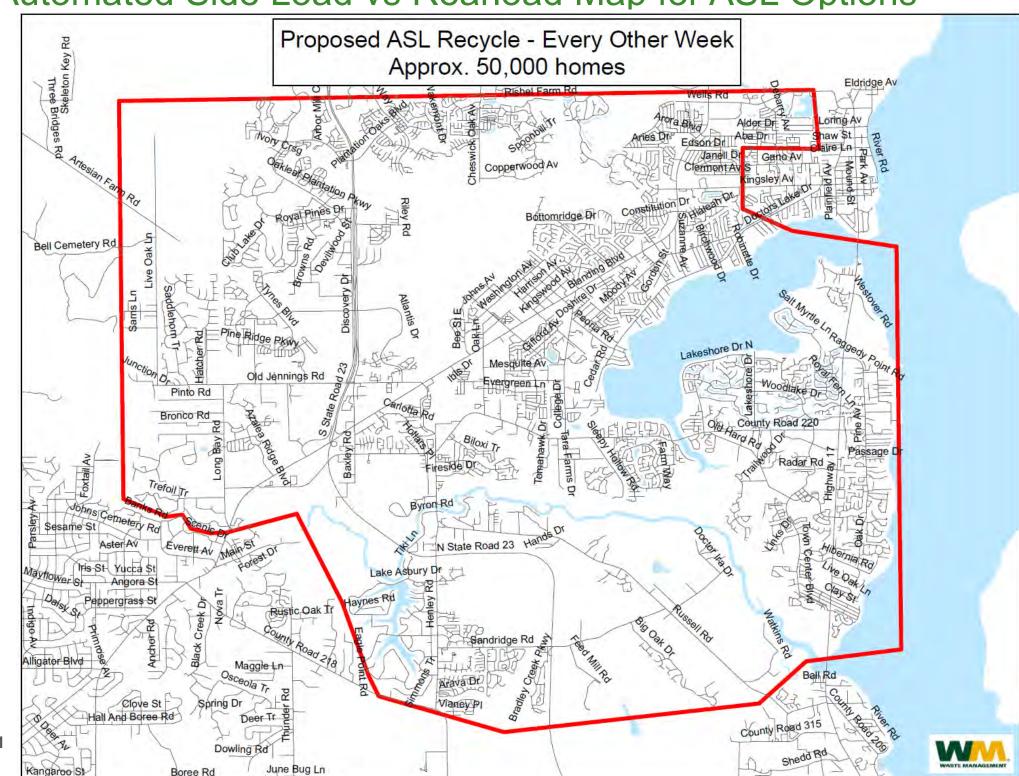


Alternate Service Options Chart

		OPTION 3B	OPTION 3C	OPTION 5	OPTION 6
SER	VICE LEVELS			**	**
	Garbage	Weekly All Rear Load	Weekly All Rear Load	Weekly 70% Auto Side Load 30% Rear Load	Weekly 70% Auto Side Load 30% Rear Load
	Yard Waste	EOW All Rear Load	Weekly All Rear Load	EOW All Rear Load	Weekly All Rear Load
	Recycle	EOW All Rear Load (Bins)	EOW All Rear Load (Bins)	EOW All Rear Load (Bins)	None
	Citizen Drop Off	None	None	None	7 Sites
SER	VICE LIMITS				
	Garbage	Current Contract Limitations	Current Contract Limitations	Side Load: Cart only w/ EOW Bulk Routes added Rear Load: Current Contract Limitations	Side Load: Cart only w/ EOW Bulk Routes added Rear Load: Current Contract Limitations
	Yard Waste	Bundles & Bags, 15 bags or 3 yards	Bundles & Bags, 15 bags or 3 yards	Bundles & Bags, 3 YD Limit	Bundles & Bags, 3 YD Limit
	Recycle	2 Bin Limit	2 Bin Limit	No Glass, review plastics	None
	Citizen Drop Off	None	None	None	Recycle
PER	SONNEL NEEDS (TOTAL)				
	DRIVERS	37	38	34	29
	HELPERS	37	38	20	15
RAT	ES				
	Monthly Total	\$ 802,900	\$ 820,400	\$ 855,400	\$ 721,700
	Full Service Total				
	Second Cart (Optional)			\$ 5.00	\$ 5.00



Automated Side Load vs Rearload Map for ASL Options



Other Regional Municipalities That Have Stopped or Suspended Recycling

- St. Augustine Beach, FL
- City of Jacksonville, FL
- Polk County, FL
- Davie, FL
- · Deerfield Beach, FL
- Margate, FL
- Pembroke Pines, FL
- Wildwood, FL
- Valdosta, GA
- New Orleans, LA
- Shreveport, LA
- Jackson, MS
- Starkville, MS
- St. Louis, MO
- Orangeburg, SC
- Lexington, VA



Summary of Incurred Costs (August 2021 – March 2022)

•	3rd Party Collection Vendor Costs	\$881,631
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Increased Wages impact from March through August \$322,756

Waste Management help from outside of Clay County \$227,376

Suspend Recycling Postcard Notifications (67,423 units) \$ 39,105

No charge for rolloff hauls from Citizens Dropoff Centers \$ 6,000

TOTAL: \$1,476,869



3rd Party Collection Expense

3rd Party Companies

- Utilized Green Cove Springs trucks and County staff. April May. Cost \$106,948.93
- Utilized Grubbs Tree Services. June. Cost \$165,410.00
- Utilized Extreme Property Services. May July. Cost \$77,774.00
- Utilized Whitener's Tractor Service. March April. Cost \$25,200.00
- Utilized Gaston Tree Debris. July August. Cost \$506,300.00

TOTAL \$881,632.93

Waste Management Help from Outside of Clay County

Account Description	Amount				
Travel - Airlines Total	1,280.89				
Travel - Auto Total	1,270.20				
Area Drivers - Lodging Total	31,053.74				
Travel - Meals Total	380.83				
Corp Green Team Lodging	193,390.56				
*Grand Total	227,376.22				
*Does not include any August expense					

COMBINED TOTAL= \$1,109,009.15



3rd Party Company Expenditures Breakdown

Gaston Tree Debris, Green Cove Springs, Grubbs Emergency Services, Whiteners Tractor Service, Xtreme Property Services

Re	c Type	Unit	Year Pe	eriod Account Description	Journal ID	Date	Reference	Amount	Line Descr	Inv/Tran ID	Vendor/Supplier
2		04031		7 Subcontractor - Operations	PC14208082	7/26/2021	2021-07-12	62,100.00	CARTAGENA ESTEBANIA		Gaston Tree Debris Recycling L
2		04031		7 Subcontractor - Operations	PC14208082		2021-07-22		CARTAGENA ESTEBANIA	2021-07-22	Gaston Tree Debris Recycling L
2		04031		8 Subcontractor - Operations	APA4238421		USP2P:C1193204:1		Service Vehicle Rental - Clay	70971	Gaston Tree Debris Recycling L
2	DETAIL	04031	2021	8 Subcontractor - Operations	APA4253629		USP2P:C1229254:3		ADDITIONAL \$200 PER HOUR CHARG	70749	Gaston Tree Debris Recycling L
2	DETAIL	04031	2021	8 Subcontractor - Operations	APA4253629	8/17/2021	USP2P:C1229254:1	58,000.00	COLLECT BULK ITEMS IN CALY COU	70749	Gaston Tree Debris Recycling L
2	DETAIL	04031	2021	8 Subcontractor - Operations	APA4253629		USP2P:C1229256:1		COLLECT BULK ITEMS IN CLAY COU	70839	Gaston Tree Debris Recycling L
2	DETAIL	04031	2021	8 Subcontractor - Operations	APA4253629	8/17/2021	USP2P:C1229256:2	4,800.00	SUPPORT \$200 PER HOUR CHARGE F	70839	Gaston Tree Debris Recycling L
2	DETAIL	04031	2021	8 Subcontractor - Operations	APA4253629	8/17/2021	USP2P:C1229254:2	5,000.00	SUPPORT PERSONNEL FOR EACH TRU	70749	Gaston Tree Debris Recycling L
2	DETAIL	04031	2021	8 Subcontractor - Operations	APA4255016	8/18/2021	USP2P:C1235647:1	53,800.00	Service Vehicle Rental - Clay	71089	Gaston Tree Debris Recycling L
2	DETAIL	04031	2021	8 Subcontractor - Operations	APA4272767	8/25/2021	USP2P:C1275158:1	51,800.00	Service Vehicle Rental - Clay	71181	Gaston Tree Debris Recycling L
								82,050.00	Estimate, not yet paid]	Gaston Tree Debris Recycling L
								506,300.00			Gaston Tree Debris Recycling L Total
2	DETAIL	04031	2021	7 Subcontractor - Operations	4031KA095X	7/31/2021	APR	40,585.18	GCS YW HELP - APR	APR	Green Cove Springs
2	DETAIL	04031	2021	7 Subcontractor - Operations	4031KA095X	7/31/2021	JUN	33,227.33	GCS YW HELP - JUN	JUN	Green Cove Springs
2	DETAIL	04031	2021	7 Subcontractor - Operations	4031KA095X	7/31/2021	MAY	10,348.01	GCS YW HELP - MAY	MAY	Green Cove Springs
								22,788.41	Actual, to be booked in August	JUL	Green Cove Springs
								106,948.93			Green Cove Springs Total
2	DETAIL	04031	2021	6 Subcontractor - Operations	APA4080957	6/14/2021	USP2P:C0878094:1	165,410.00	Service Vehicle Rental - Clay	1002	Grubbs Emergency Services LLC
								165,410.00			Grubbs Emergency Services LLC Total
2		04031		4 Subcontractor - Operations	AP01870751	4/30/2021	18-APR-2021	5,600.00	AP Vouchers	12367	WHITENERS TRACTOR SERVICE INC
2		04031		4 Subcontractor - Operations	AP01870751	4/30/2021	29-MAR-2021	7,000.00	AP Vouchers	12317	WHITENERS TRACTOR SERVICE INC
2		04031		4 Subcontractor - Operations	AP01870751	4/30/2021	19-APR-2021	7,000.00	AP Vouchers	12442	WHITENERS TRACTOR SERVICE INC
2	DETAIL	04031	2021	5 Subcontractor - Operations	AP01875528	5/31/2021	23-APR-2021	5,600.00	AP Vouchers	12489	WHITENERS TRACTOR SERVICE INC
								25,200.00			WHITENERS TRACTOR SERVICE INC Total
2		04031		5 Subcontractor - Operations	4030KA095A	5/31/2021		6,410.00	Service Vehicle Rental - Clay	31678	Xtreme Property Services Inc
2		04031		5 Subcontractor - Operations	4030KA095A	5/31/2021		8,000.00	Service Vehicle Rental - Clay	31680	Xtreme Property Services Inc
2		04031		5 Subcontractor - Operations	4030KA095A	5/31/2021		8,000.00	Service Vehicle Rental - Clay	31683	Xtreme Property Services Inc
2		04031		5 Subcontractor - Operations	4030KA095A	5/31/2021		8,000.00	Service Vehicle Rental - Clay	31685	Xtreme Property Services Inc
2		04031		6 Subcontractor - Operations	APA4086556		USP2P:C0890718:1	8,000.00	Service Vehicle Rental - Clay	31692	Xtreme Property Services Inc
2		04031		6 Subcontractor - Operations	APA4110867	6/25/2021	USP2P:C0946407:1	8,000.00	Service Vehicle Rental - Clay	31697	Xtreme Property Services Inc
2		04031		6 Subcontractor - Operations	4030KA095A	6/30/2021		8,000.00	RCLS XTREME INV 31689	31689	Xtreme Property Services Inc
2		04031		6 Subcontractor - Operations	APA4128171		USP2P:C0975482:1	5,774.00	Service Vehicle Rental - Clay	31699	Xtreme Property Services Inc
2		04031		7 Subcontractor - Operations	APA4151422		USP2P:C1014319:1		Service Vehicle Rental - Clay	31701	Xtreme Property Services Inc
2	DETAIL	04031	2021	7 Subcontractor - Operations	APA4177266	7/20/2021	USP2P:C1073019:1		Service Vehicle Rental - Clay	31695	Xtreme Property Services Inc
								77,774.00			Xtreme Property Services Inc Total
							Grand Total	881,632.93			



Smart Truck Technology

- Video, GPS and Real Time
 Data Received From Trucks
- Artificial Intelligence recognized overfilled carts & recycling contamination allowing WM or the Municipality to Bill for these extra costs
- Customer Can receive Real Time notification regarding issues (overloads, contaminated recycling, blocked carts)
- Customer can access videos/photos of issues
- Service Issue videos available (container not out on time) to help minimize "go backs"

WM Smart TruckSM Program

More power in each pickup. Less materials in landfills. Cleaner, greener, safer neighborhoods. It starts with learning more about what you toss into your carts. The WM Smart TruckSM program gives you the notifications and insights you need to make it all possible.



How It Works

Your Materials

With the help of mounted cameras, WM Smart TruckSM technology captures footage of your carts as they are tipped into the truck during service.



Your Service

A dedicated team of technicians reviews the footage associated with your address to make sure your materials were thrown into the correct cart and were collected successfully.



Your Notifications

If a cart associated with your address is overloaded or non-acceptable material is found, we'll send you a notification via email, text or both. Log in to My WM to set your communication preferences.

NOTE: After one initial warning, all notifications will be sent digitally. Please ensure your contact information and preferences are updated at wm.com/mywm.

Following the educational period, you'll be charged \$X when you overfill a trash cart or \$X when you contaminate your recycling.







Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

FROM:

SUBJECT:

- 1. Approval of naming of First Coast Connector Cathedral Oak Parkway
- 2. Approval of Plat of Cathedral Oak Parkway (Reinhold Corporation)
- 3. Approval of Plat of Cathedral Oak Parkway (Peters Creek Investment LLP)
- 4. Approval of Willow Springs Phase 2 Tract A Replat (Peters Creek Investment LLP)

AGENDA ITEM TYPE:

ATTACHMENTS:		

	Description	Type	Upload Date	File Name
D	memo	Cover Memo	5/16/2022	Cathedral_Oak_Pkwy_memoADA.pdf
D	Мар	Backup Material	5/16/2022	Cathedral_Oak_Pkwy_Map_8ADA.pdf
D	Agreement	Agreement/Contract	5/16/2022	1718-69ADA.pdf
D	Plat of Cathedral Oak Pkwy - Reinhold	Backup Material	5/20/2022	Plat-Cathedral_Oak_Pkwy- Reinhold.pdf
۵	Plat for Cathedral Oak Pkwy - Peters Creek	Backup Material	5/20/2022	Plat-Cathedral_Oak_Pkwy-Peters- Creek.pdf
D	Replat Willow Springs Phase2 - Peters-Creek	Backup Material	5/20/2022	Replat-Willow-Springs-Phase2- Peters-Creek.pdf

REVIEWERS:

Department Reviewer		Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	5/18/2022 - 1:45 PM	Item Pushed to Agenda



MIS Division E911 Addressing

2519 SR 16 West P.O. Box 1366: Green Cove Springs, FL 32043

Phone: 904-278-3781 Fax: 904-541-5806

County Manager Howard Wanamaker

Commissioners:

Mike Cella District 1

Wayne Bolla District 2

Jim Renninger District 3

Betsy Condon District 4

Kristen Burke District 5

www.claycountygov.com



MEMORANDUM

To: Clay County Board of County Commissioners

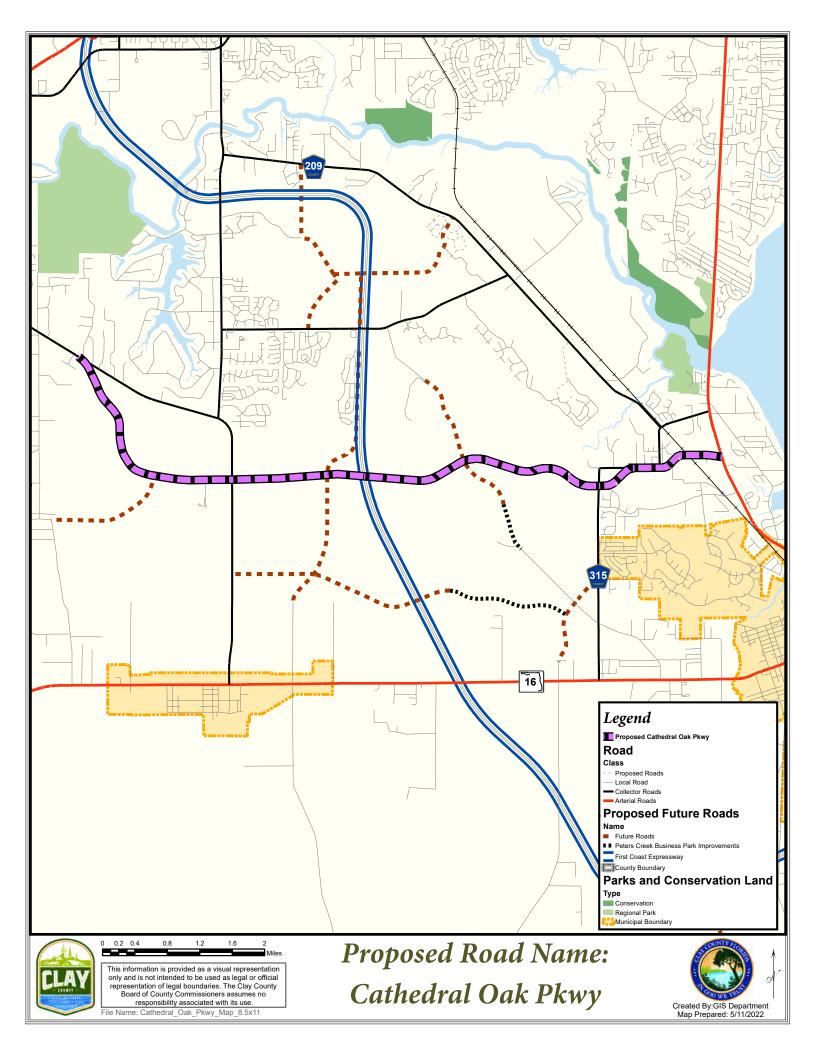
From: Troy Nagle, Assistant County Manager

Re: Road Name

As agreed upon in 2017 on agreement/contract # 2017/2018-69, Reinhold Corporation was given the opportunity to name a new road that will ultimately connect Highway 17 to County Road 218. This road has previously been referred to as County Road 218 Extension and/or First Coast Connector. A copy of the agreement is included.

Mr. Egan has worked with the E911 Addressing staff to select an appropriate name for approval. He has chosen <u>Cathedral Oak Parkway</u>. This name has been approved by staff and has been reserved for this project.

Thank you.



CLAY COUNTY AGREEMENT/CONTRACT #2017/2018-69

FUNDING AGREEMENT BETWEEN CLAY COUNTY, FLORIDA, AND REINHOLD CORPORATION. FOR THE CONSTRUCTION OF THE COUNTY ROAD 218 EXTENSION

THIS FUNDING AGREEMENT (the "Agreement") is made effective and entered into as of this 27 day of March, 2018, by and between CLAY COUNTY, FLORIDA (the "County"), and REINHOLD CORPORATION, a Florida corporation ("Reinhold"), as follows:

Recitals

WHEREAS, Reinhold is currently the owner of approximately 27,000 acres of real property in the County (the "Reinhold Property"); and

WHEREAS, Reinhold proposes to construct or cause to be constructed approximately 1.50 miles of roadway extending County Road 218 through the Reinhold Property, as generally depicted on Composite Exhibit "A" attached hereto and referred to in this Agreement as the "CR 218 Extension"; and

WHEREAS, the CR 218 Extension is proposed as a minimum two (2) lane suburban section of a four (4) lane suburban section road, along with stormwater facilities, environmental mitigation, and other improvements or activities required solely for the CR 218 Extension, that will connect CR 218 in the vicinity of Shadowlawn Elementary School with a proposed interchange at the First Coast Expressway, a roadway to be constructed by the Florida Department of Transportation ("FDOT"); and

WHEREAS, the CR 218 Extension is listed in the Five Year Capital Improvements Plan in the Capital Improvements Element of the County's Comprehensive Plan; and,

WHEREAS, the right-of-way required for the CR 218 Extension lies entirely within the Reinhold Property; and

WHEREAS, Reinhold will construct the CR 218 Extension and then dedicate the CR 218 Extension to the County as a publicly dedicated roadway; and

WHEREAS, Reinhold will secure a letter of credit for Seven Million and 00/100 Dollars (\$7,000,000) and, if necessary, secure additional security to ensure availability of funds for the construction of the CR 218 Extension; and

WHEREAS, Reinhold will direct its contractor(s) to procure a payment bond and a performance bond for the construction of the CR 218 Extension and cause the County to be named as an intended beneficiary; and

WHEREAS, following completion of construction of the CR 218 Extension, inspection of the CR 218 Extension by the County, receipt of cost certification showing the total CR 218 Extension cost of \$7,000,000 or more, receipt of a warranty or maintenance bond for the CR 218 Extension, and the dedication and acceptance of the CR 218 Extension as a public road, the County will pay up to Two Million and 00/100 Dollars (\$2,000,000) to Reinhold as partial reimbursement for the construction of the CR 218 Extension (the "County's Reimbursement"); and

WHEREAS, the County's Reimbursement will consist of discretionary sales surtax funds collected pursuant to Section 212.055(2), Florida Statutes, and the County has determined that its use as contemplated in this Agreement serves a public purpose as a means for the County to meet the County's infrastructure needs; and

WHEREAS, it is in the best interest of the County and its citizens that the County reimburse Reinhold, in part, for the construction of the CR 218 Extension.

WITNESSETH

IN CONSIDERATION OF the foregoing Recitals, the mutual covenants and promises herein set forth, and for other good and valuable consideration, including the sum of ten dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, and all objections to the sufficiency and adequacy of which are hereby waived, the parties hereby agree as follows:

- 1. Recitals. The matters set forth in the Recitals are true and correct as of the date hereof and are incorporated herein by reference.
- 2. <u>Purpose</u>. The purpose of this Agreement is to provide for the construction of the CR 218 Extension by Reinhold, the dedication of the completed CR 218 Extension to the County, and the reimbursement by the County of a portion of Reinhold's construction expenses up to \$2,000,000.
- 3. Roadway Construction. Reinhold shall be responsible for designing, seeking and obtaining permits, constructing, bonding, and dedicating to the County the CR 218 Extension. Reinhold shall obtain all necessary federal, state, and local development permits for the CR 218 Extension. Reinhold shall comply with all submittal, review and approval processes which are required by the Clay County Land Development Code from design through construction and acceptance of the completed road. The failure of this Agreement to address any particular permit, condition, term, or restriction applicable to the CR 218 Extension shall not relieve Reinhold of the necessity of complying with federal, state, and local permitting requirements, conditions, terms or restrictions as may be applicable.
- 4. <u>Construction Timeline</u>. Reinhold shall commence physical construction of the CR 218 Extension on or before December 31, 2022 (the "Commencement Date"). Commence physical construction means when Reinhold issues a notice to proceed (i.e., instructions to

commence) to a Florida licensed contractor(s) to commence construction of the CR 218 Extension in accordance with a duly executed contract by and between Reinhold and the contractor(s) (the "Construction Contract"). Reinhold shall complete construction of the CR 218 Extension on or before December 31, 2024 (the "Completion Date"). As used herein, "completion" of the CR 218 Extension is the dedication and acceptance of the CR 218 Extension as provided in Section 6 below, except in the event of a default by Reinhold, completion of the CR 218 Extension is the completion of the construction by the County. The parties, acting reasonably, may modify this Agreement as provided in Section 12(j) below to extend the Commencement Date or the Completion Date. Notwithstanding any other provision in this Agreement to the contrary, the Commencement Date shall not be extended beyond December 31, 2023, without the prior express written consent of FDOT's District 2 Secretary which may be withheld in the sole discretion of the District 2 Secretary. The parties recognize that delay in obtaining required permits from local, state and/or federal agencies or delay in the inspection, dedication, or acceptance of the CR 218 Extension, after reasonable good faith effort by Reinhold, constitutes reasonable grounds for such an amendment and extension of the Commencement Date and/or the Completion Date.

5. <u>Capital Improvements Plan and Other Provisions</u>. The County shall consider annually an ordinance for the amendment and/or adoption of its Five Year Capital Improvements Plan which will maintain the CR 218 Extension as a listed improvement therein through the 2024-2025 fiscal year, or until the County's Reimbursement is paid, whichever is later. The CR 218 Extension shall be designated as a "developer funded" project and such designation shall include the County's Reimbursement and identify the source of funding for the County's Reimbursement. Subject to appropriation annually therefor, the County shall provide for the

County's Reimbursement in its budget beginning in the 2020-2021 fiscal year and continuing through the 2024-2025 fiscal year, or until the County's Reimbursement is paid, whichever is later.

6. Dedication and Acceptance; Naming. Upon completion of the construction of the CR 218 Extension, Reinhold shall dedicate the CR 218 Extension, including applicable right of way and stormwater facilities required for the CR 218 Extension, to the County, by recording the plat thereof in the public records of Clay County, Florida, and, subject to inspection, the County shall accept the plat and dedication of the CR 218 Extension, right-of-way and stormwater facilities prior to opening the roadway for use by the public. Reinhold shall have the right to name the CR 218 Extension subject to the County's Uniform Addressing System and standards for the naming of public roads.

7. County Reimbursement of Reinhold.

(a) Following the County's acceptance of the CR 218 Extension, Reinhold shall submit to the County a certification by the project civil engineer (the "Cost Certification") of the total of any and all costs incurred by Reinhold in the design, permitting, and construction of the CR 218 Extension ("Total CR 218 Extension Cost"), as described in Subsection 7(b) below. If the Total CR 218 Extension Cost is equal to or more than \$9,000,000, then the County's Reimbursement shall be \$2,000,000. If the Total CR 218 Extension Cost is less than \$9,000,000 but more than \$7,000,000, then the County's Reimbursement of \$2,000,000 shall be reduced by the difference between the Total CR 218 Extension Cost and \$9,000,000. For example, if the total CR 218 Extension Cost is \$8,500,000, then the County's reimbursement shall be \$1,500,000. Regardless of the amount of the County's Reimbursement, Reinhold shall apply the County's Reimbursement only toward reimbursement for payment of the costs incurred

for the construction of the CR 218 Extension under the Construction Contract ("Construction Contract Cost").

- (b) The Total CR 218 Extension Cost includes but is not limited to: the Construction Contract Cost, actual associated improvement costs, including design, permitting, bid, payment bond, performance bond, warranty or maintenance bond, letter of credit, administration (up to two percent of the Construction Contract Cost), platting, inspections, civil engineering, geotechnical engineering, landscape design services, surveying, construction engineering and inspection, and environmental permitting (to the extent such costs are not included in the Construction Contract Cost); and any other actual costs, such as landscaping and environmental mitigation. All costs listed in this subsection shall be limited to that required solely for the construction of the CR 218 Extension.
- (c) Prior to payment by the County, Reinhold shall submit final releases from its contractors and any subcontractors and any other evidence necessary to confirm that all costs of design and construction of the CR 218 Extension, specifically including all costs set forth in section 7(b) above, have been paid, as well as post a warranty or maintenance bond against faulty workmanship, in the same form and manner as is required by the County's Land Development Code. The County shall pay to Reinhold the County's Reimbursement within forty-five (45) days after Reinhold submits to the County: the recorded plat; releases; warranty or maintenance bond; and the Cost Certification, along with statements and supporting documentation which demonstrate the eligibility of the costs therein as defined in Section 7(b) above and which are sufficient to allow the Clerk of the Board to perform her pre-audit functions as required by law. Payment shall be made in accord with the Local Government Prompt Payment Act.

8. Mutual Indemnity.

- (a) Reinhold agrees to relieve, indemnify and defend the County and hold the County harmless from any and all injury to the persons or property of others, and against all suits and costs and all damages, including reasonable attorneys' fees, to which the County may be put to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Reinhold or its employees, officers, and agents in connection with the design, construction, and dedication of the CR 218 Extension or any other act taken by Reinhold under this Agreement. The indemnification requirements in this Section 8(a) ("Indemnities to County") specifically do not encompass indemnifying the County for the County's negligence, intentional or wrongful acts, or omissions. Any provisions of this Agreement to the contrary notwithstanding, none of the Indemnities to County shall apply or extend to the FDOT in the event FDOT undertakes to assert any of its rights under Subsection 12(p) below, nor shall the FDOT assert or claim any subrogation rights to any claims, defenses, avoidances, causes, actions or remedies to which the County may entitled under the Indemnities to County. The assertion by the FDOT of any of its rights under Subsection 12(p) below shall be deemed to be, and shall operate as, the affirmative and complete release, waiver, and abandonment of any such subrogation rights.
- (b) Subject to and within the limitations of Section 768.28, Florida Statutes, the County agrees to relieve, indemnify and defend Reinhold and hold Reinhold harmless from any and all injury to the persons or property of others, and against all suits and costs and all damages, including reasonable attorneys' fees, to which Reinhold may be put to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the County or its employees, officers, and agents in connection with any act taken by the County under this

Agreement. The indemnification requirements in this Section 8(b) specifically do not encompass indemnifying Reinhold for its negligence, intentional or wrongful acts, or omissions.

(c) The County, upon written reasonable notice, shall have the right to audit and inspect any records of Reinhold or its contractor(s) relating to the design, construction and dedication of the CR 218 Extension to ensure compliance with the terms of this Agreement.

9. Letter of Credit, Additional Security, and Payment and Performance Bonds.

- Letter of Credit in a form acceptable to the County, payable in accord with its terms and which is drawn on and payable from a national or state chartered financial institution (the "Issuer"). The Letter of Credit shall be in the amount of \$7,000,000 naming the County as beneficiary and will provide the County with the right to draw upon the Letter of Credit in the event of default by Reinhold (which default is not cured within applicable periods set forth in Section 10 below) for prompt payment of all costs incurred in the design, permitting, and construction of the CR 218 Extension. The duration of the Letter of Credit, if there is no default by Reinhold, shall continue until the satisfactory completion of the design and construction of the CR 218 Extension and dedication thereof by Reinhold to the County, and shall terminate upon the dedication and acceptance of the CR 218 Extension.
- (b) Additionally, prior to the Commencement Date, Reinhold shall provide the County with an estimate of the Total CR 218 Extension Cost prepared by the project civil engineer ("Total CR 218 Extension Cost Estimate"). If the Total CR 218 Extension Cost Estimate exceeds \$7,000,000, then, prior to the Commencement Date, Reinhold shall provide additional security to the County in the form of an increase in the Letter of Credit, or other security mutually acceptable to Reinhold and the County, for the amount by which the Total CR

218 Extension Cost Estimate exceeds \$7,000,000 ("the Additional Security"). If the Total CR 218 Extension Cost Estimate is less than \$7,000,000, then the amount of the Letter of Credit under Section 9(a) above shall be reduced to the amount of the Total CR 218 Extension Cost Estimate. If at any time after the Commencement Date through the date of the completion, dedication and acceptance of the CR 218 Extension, any change order, supplemental agreement, or any other contract for any costs becomes required for additional work for the completion, dedication and acceptance of the CR 218 Extension, then

- i. the Total CR 218 Extension Cost Estimate shall be increased by the amount of such cost for additional work; and
- ii. Reinhold shall, prior to said work being performed, provide security to the County for such amount in the form of an increase in the Additional Security.

In the event of an assignment under Section 12(e), if an assignee is unable to fund an increase in the Additional Security, then, the original contracting party, Reinhold Corporation, shall make available to said assignee a working capital line of credit to be used by said assignee, prior to the work being performed, to fund any required increases in the Additional Security arising from any change order, supplemental agreement, or any other contract for any costs which become required for additional work for the completion, dedication and acceptance of the CR 218 Extension.

(c) The Letter of Credit and any Additional Security shall provide that once each quarter, beginning three (3) months after the Commencement Date, Reinhold shall have the right to cause the aggregate outstanding amount of the Letter of Credit and any Additional

Security to be reduced by the amount of payments made by Reinhold toward the Total CR 218 Extension Cost in the preceding quarter. Reinhold shall have sole discretion to designate that such reduction shall be made to the face amount of the Letter of Credit or the Additional Security, or any combination thereof. In the event Reinhold shall elect to cause such reduction in any quarter, Reinhold shall deliver a written demand (a "Reduction Demand") to the County (with a copy to the Issuer) requesting such reduction and, accompanying the Reduction Demand, shall provide a Cost Certification, along with statements and supporting documentation which demonstrate the eligibility of the costs therein, as defined in Section 7(b) above, of payments made by Reinhold toward the Total CR 218 Extension Cost during the preceding quarter (or for the initial Reduction Demand, of payments made prior to the date of the initial Reduction Demand.) The Letter of Credit and any Additional Security also shall provide that within thirty (30) days after Reinhold delivers to the County any Reduction Demand and accompanying Cost Certification and supporting documentation (the "Review Period"), the County shall deliver written approval or disapproval of the reduction to Reinhold (with a copy to the Issuer). If the County fails to deliver timely approval or disapproval of any Reduction Demand, then such failure shall be deemed by the Issuer to be an approval by the County of the reduction set forth in the Reduction Demand, and the Issuer, with no further action by the County or Reinhold, shall reduce (effective as of the end of the applicable Review Period) the aggregate outstanding amount of the Letter of Credit and any Additional Security by the amount set forth in the Reduction Demand. In the event the County delivers a written disapproval to Reinhold (with a copy to the Issuer), then within thirty (30) days after the County delivers its disapproval Reinhold shall take the necessary actions required for approval of its Reduction Demand, accompanying Cost Certification, and/or supporting documentation. In the event Reinhold cannot take the necessary actions required for approval within the time frame provided, then there shall be no reduction for the applicable quarter. Either the County or Reinhold, upon written notice to the other (with a copy to the Issuer) within the applicable thirty (30) day period specified above, may extend the applicable thirty (30) day period to forty five (45) days.

- (d) In the event that Reinhold fails to commence physical construction of the CR 218 Extension by the Commencement Date or fails to construct the CR 218 Extension by the Completion Date, the County shall have the right, subject to the provisions of Section 10(c) below, to access the Reinhold Property for the sole purpose of constructing or completing construction of the CR 218 Extension and shall be entitled to draw upon the Letter of Credit and any Additional Security (with a copy of each draw request provided to Reinhold) for the sole purpose of, and only in amounts required for, such completion of the construction. In the event Reinhold fails to construct the CR 218 Extension by the Completion Date (as it may be modified in accordance with Section 4 above), then within 90 days of demand therefor (which time shall run concurrently with the default notice and time to cure provisions in Section 10), Reinhold shall dedicate by plat the right-of-way necessary for the dedication and acceptance of the CR 218 Extension to the County including stormwater facilities required for the CR 218 Extension, and assign all permits, design and engineering plans and specifications, the Construction Contract, any associated agreements, the payment bond, the performance bond, and the warranty or maintenance bond, whether the project is complete or in progress, to the County. Upon the completion of the CR 218 Extension by the County under this subsection, the Letter of Credit and any Additional Security shall terminate.
- (e) Prior to the Commencement Date, Reinhold shall direct its contractor(s) for the construction of the CR 218 Extension to procure and deliver to Reinhold a payment bond

and a performance bond, each in the amount of the total contract price, securing the performance of the contractor for such construction and the payment of the contractor's subcontractors, suppliers, laborers, and materialmen. The Construction Contract, the payment bond, and the performance bond must name the County as an intended beneficiary thereof. Reinhold shall provide a copy of the Construction Contract, the payment bond, and the performance bond to the County.

10. Defaults and Remedies.

- entity with the authority and responsibility to monitor compliance with this Agreement and enforce this Agreement, and the County Manager is the County official with the authority and responsibility to monitor compliance with this Agreement and enforce this Agreement.
- (b) <u>County/Defaults</u>. If the County defaults in the performance of any obligation required to be performed by it under this Agreement, then Reinhold may deliver written notice of such default to the County. The County shall commence to cure such default within thirty (30) days after the delivery of such notice of default and shall diligently pursue such cure to completion within sixty (60) days after delivery of such notice as to any default. If the County does not cure a default within the time periods provided, Reinhold may pursue any available remedies in law or equity.
- obligation required to be performed by it under this Agreement, then the County may deliver written notice of such default to Reinhold. Reinhold shall commence to cure such default within thirty (30) days after the delivery of such notice of default and shall diligently pursue such cure to completion within sixty (60) days after delivery of such notice as to any default. If Reinhold

does not cure such default within the time periods provided, then the County may pursue any available remedies in law or equity; provided, however, that:

- i. With regard to Reinhold's obligation to construct and dedicate the CR 218 Extension as provided in Sections 3, 4, and 6 above, if Reinhold defaults upon such obligation, then the County's sole and exclusive remedy against Reinhold for such default shall be: access to the right-of-way by the County; drawing upon the Letter of Credit and any Additional Security by the County; assignment by Reinhold to the County of all permits, design and engineering plans and specifications, the Construction Contract, any associated agreements, any payment bond and any performance bond, warranty or maintenance bond, whether the project is complete or in progress; and dedication and plat of the right-of-way, including that necessary for stormwater facilities, by Reinhold to the County; and
- ii. Nothing in Paragraph 10(c)i. above eliminates the Indemnities to County set forth in Section 8(a) above; and
- iii. In the event of a default by Reinhold and upon demand by the County, the original contracting party, Reinhold Corporation, shall make the working capital line of credit referred to in Section 9(b) above available to the County for the purpose of funding any required increases in the Additional Security arising from any change order, supplemental agreement, or any other contract for any costs which become required for additional work for the completion, dedication and acceptance of the CR 218 Extension; and

- Notwithstanding a default by Reinhold, to the extent that iv. reductions by Reinhold (including Reduction Demands by Reinhold delivered prior to or after the time of default and subsequently approved) and/or draws by the County on the Letter of Credit and/or Additional Security exceed \$7,000,000, then the County shall pay Reinhold the County's Reimbursement pursuant to the provisions of Section 7(a)-(c) above, as applicable. For example, if Reinhold has reduced the Letter of Credit by \$6,000,000 and defaults, and the County in completing the CR 218 Extension, draws upon the Letter of Credit and Additional Security in the amount of \$2,500,000, then the County's Reimbursement to Reinhold shall be \$1,500,000. If, however, the County incurs any costs as described in Section 7(b) above in excess of the funds available in the Letter of Credit and Additional Security, the County's Reimbursement shall be reduced by said amount. For example, the \$1,500,000 due as the County's Reimbursement to Reinhold in the above example would be reduced if the County were to incur additional expenses in excess of the funds available in the Letter of Credit and Additional Security.
- 11. <u>Credits.</u> Nothing in this Agreement shall validate or invalidate any entitlement by Reinhold to credits against impact fees under the County's Road Impact Fee Ordinance (Ordinance 2017-30), proportionate share payments under Chapter 20, Article 10, of the County's Land Development Code, and/or Adequate Public Facilities requirements under the Lake Asbury Master Plan policies and land development regulations. Any request by Reinhold for such credits shall be addressed in a separate agreement as may be authorized under the above-cited provisions.

12. Miscellaneous Provisions.

(a) <u>Notices, Demands and Communications Between the Parties.</u> Notices, demands and communications between the parties shall be given by depositing the same in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Notices, demands and communications to the County:

Clay County Attn: Stephanie Kopelousos, County Manager P. O. Box 1366 Green Cove Springs, Florida 32043

With copy to:

Clay County Attn: Courtney Grimm, County Attorney P. O. Box 1366 Green Cove Springs, Florida 32043

Notices, demands and communications to Reinhold:

Reinhold Corporation Attn: George M. Egan 1845 Town Center Boulevard, Suite 105 Fleming Island, Florida 32003

With a copy to:

Rogers Tower, P.A. Attn: T.R. Hainline, Esq. 1301 Riverplace Blvd., Suite 1500 Jacksonville, Florida 32207

(b) <u>Waiver</u>. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

- (c) <u>Voluntariness</u>. The County and Reinhold have voluntarily entered into this Agreement in consideration of the benefits and the rights of the parties arising hereunder.
- (d) <u>Successors and Assigns</u>. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.
- Assignability. Reinhold may assign any or all of its rights, obligations, (e) and liabilities under this Agreement, specifically including but not limited to the Indemnities to County in Section 8(a) above. In the event of such assignment, the term "Reinhold" in this Agreement shall refer to such assignee(s). At least thirty (30) days prior to any such assignment, a notice of such assignment, identifying the assignee(s) and containing an acknowledgement by the assignee(s) of its assumption of any rights, obligations, and liabilities assigned to it by Reinhold under this Agreement, shall be provided to the County. In association with an assignment, the Letter of Credit and any Additional Security may be re-issued in the name of the assignee as long as such security continues to meet the requirements of Section 9 above. Upon the date of the assignment of all obligations and liabilities under this Agreement and providing notice of such assignment to the County, the original contracting party to this Agreement, the Reinhold Corporation, shall have no further obligations or liabilities under this Agreement. Specifically, any assignee or subsequent assignee(s) of the original contracting party, Reinhold Corporation, shall be bound by the Indemnities to County in Section 8(a) above; and the County acknowledges that, in the event of an assignment to a community development district, stewardship district, or other governmental district or entity, the assignee's indemnification obligation shall be subject to and within the limitations of Section 768.28, Florida Statutes.
- (f) Agreement Executed in Counterparts. This Agreement may be executed in two or more counterparts, each of which is considered and shall be deemed to be an original.

- (g) <u>Merger of Agreement Terms</u>. This Agreement constitutes the entire understanding and agreement of the parties as to the subject matter hereof, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter.
- (h) <u>Section Headings</u>. Section headings included in this Agreement are for convenience only and shall have no effect upon the meaning or construction of this Agreement.
- (i) <u>Joint Preparation</u>. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- (j) <u>Amendment of Agreement</u>. Unless otherwise provided in this Agreement, no amendment or modification of this Agreement shall be effective or binding upon any party hereto unless such amendment or modification is in writing and has been executed by all parties.
- (k) <u>Compliance with Laws</u>. The parties shall comply with any and all applicable federal, state and local laws, ordinances, codes, rules and regulations as the same exist and may be amended from time to time.
- Approvals. Any reviews or approvals by the County contemplated by this Agreement, including but not limited to an extension of the Commencement Date or Completion Date, approval of the reduction of the Letter of Credit and Additional Security, inspection and acceptance of the CR 218 Extension, and payment of the County's Reimbursement, shall not be unreasonably withheld or delayed. Any disapproval by the County shall be timely issued in writing and shall state the reasons for disapproval and the specific actions required for approval. At Reinhold's election, Reinhold may address any disapproval or decision by the County unreasonably withheld or delayed as being subject to the provisions of Section 10(b) above.

- (m) <u>Cooperation and Further Assurances</u>. The parties hereto agree to cooperate in all reasonable respects to insure the performance of their obligations pursuant to this Agreement and agree to execute such additional documents and instruments as may be reasonably required to carry out the intent of this Agreement.
- (n) Applicable Law; Jurisdiction and Venue. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Clay County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (o) <u>Time is of the Essence</u>. Time is of the essence with respect to this Agreement and each of its terms and provisions.
- (p) <u>FDOT status as third party beneficiary</u>. The FDOT intends to construct an interchange at the intersection of the First Coast Expressway and the CR 218 Extension pursuant to a separate written agreement between Reinhold and the FDOT. In this context, the FDOT is a third party beneficiary to this Agreement. Any provisions of this Agreement to the contrary notwithstanding, the sole and exclusive remedy available to the FDOT as a third party beneficiary under this Agreement is to compel the County to enforce its remedy under Paragraphs 10(c)i. and 10(c)iii. above, and then only in the event of a Reinhold default triggering the County's right thereto and the County's failure to seek enforcement. In such event, the FDOT shall submit a written demand that the County seek enforcement, with a copy to Reinhold.

The County shall have a period of forty-five (45) days following receipt of the demand to respond to the FDOT, with a copy to Reinhold, setting forth enforcement actions which the County will take, if any. If the County's response identifies enforcement actions consistent with the County's rights under this Agreement, and if the County thereafter undertakes such actions within thirty (30) days of its response to the FDOT, then the FDOT shall desist from further action with respect to the matters that are the subject of the demand for so long as the County diligently pursues such actions.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

REINHOLD CORPORATION

By:	1/1mm	1/1//	
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Printed			

Name: GEORGE M. EGAN

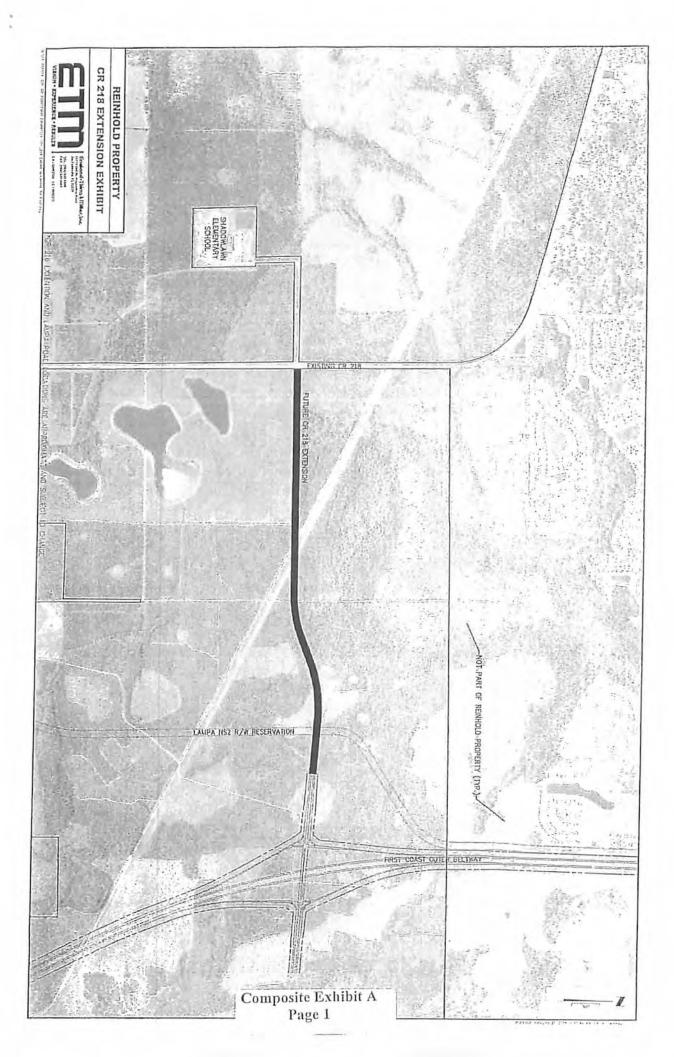
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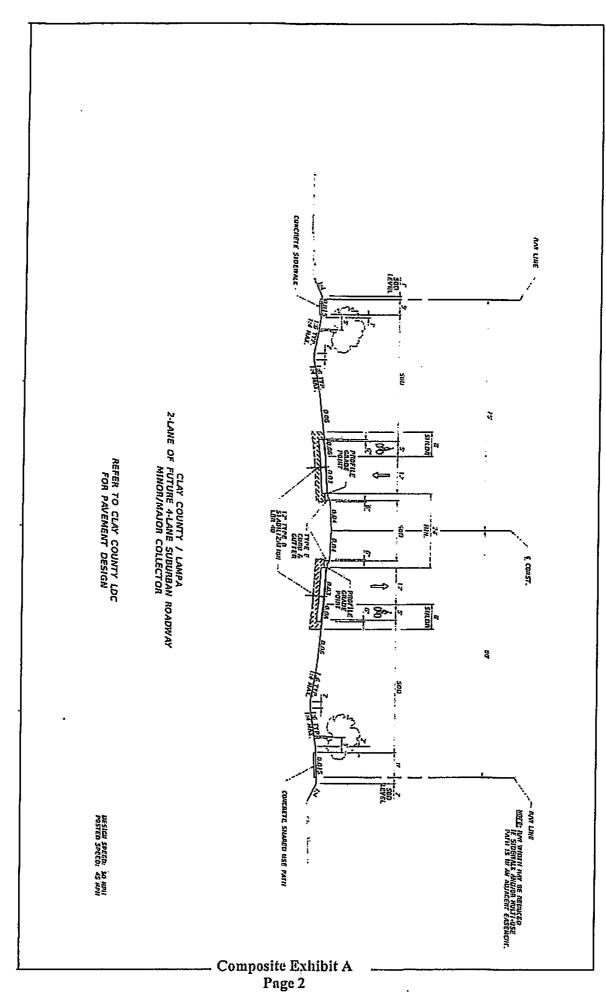
CLAY COUNTY, FLORIDA

By: Gavin Rollins, Chairman

ATTEST:

S. C. Kopelousos, County Manager and Clerk of the Board of County Commissioners





CAPTION

A PORTION OF PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" X 5" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 00°23'50" EAST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 2,438.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°23'50" EAST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 137.08 FEET TO A 5" X 5" CONCRETE MONUMENT BEING THE EAST 1/4 CORNER OF SAID SECTION 35; THENCE SOUTH 00°45'53" WEST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 35.16 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2380.00 FEET AND POINT A; THENCE DEPARTING THE EAST LINE OF SAID SECTION 35 AND ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 29°39'56", AN ARC DISTANCE OF 1232.28 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 79°44'28" WEST, 1218.56 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 651.10 FEET TO POINT B: THENCE CONTINUE NORTH 85°25'34" WEST A DISTANCE OF 718.11 FEET; THENCE SOUTH 04°28'57" WEST A DISTANCE OF 37.26 FEET; THENCE NORTH 85°31'03" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 04°28'57" EAST A DISTANCE OF 37.34 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 737.69 FEET TO THE EASTERN RIGHT OF WAY LINE OF COUNTY ROAD 218 (A VARIABLE WIDTH RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71493); THENCE NORTH 04°34'26" EAST ALONG EASTERN RIGHT OF WAY OF SAID COUNTY ROAD 218 A DISTANCE OF 155.00 FEET; THENCE DEPARTING EASTERN RIGHT OF WAY OF SAID COUNTY ROAD 218, SOUTH 85°25'34" EAST A DISTANCE OF 675.50 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 49.84 FEET; THENCE SOUTH 85°31'03" EAST A DISTANCE OF 50.00 FEET TO POINT C; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 49.92 FEET: THENCE SOUTH 85°25'34" EAST A DISTANCE OF 1.431.40 FEET TO A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2225 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 31°32'08", AN ARC DISTANCE OF 1224.64 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°48'22" EAST, 1209.24 FEET TO THE EAST LINE OF SAID SECTION 35 AND THE POINT OF BEGINNING.

CONTAINING 12.15 ACRES, MORE OR LESS.

<u>TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 800</u>

A DRAINAGE EASEMENT LYING IN PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT A (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 2); THENCE SOUTH 00°45'53" WEST ALONG THE EAST LINE OF SAID SECTION 35 A DISTANCE OF 29.96 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 00°41'29", AN ARC DISTANCE OF 29.05 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 65°33'56" WEST, 29.05 FEET TO A NON-TANGENT LINE; THENCE SOUTH 24°05'20" EAST A DISTANCE OF 17.00 FEET TO A NON-TANGENT CURVE CONCAVE OF THE NORTHWEST, HAVING A RADIUS OF 2424.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 03°58'53", AN ARC DISTANCE OF 168.44 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 67°54'07" WEST, 168.40 FEET TO A NON-TANGENT LINE: THENCE NORTH 20°06'27" WEST A DISTANCE OF 17.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 05°17'53", AN ARC DISTANCE OF 222.57 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72°32'29" WEST, 222.49 FEET TO A NON-TANGENT LINE; THENCE NORTH 14°48'34" WEST A DISTANCE OF 27.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2380.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 10°16'55", AN ARC DISTANCE OF 421.10 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 70°02'59" EAST, 426.52 FEET TO THE EAST LINE OF SAID SECTION 35 AND THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.33 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT — PARCEL 801

A DRAINAGE AND POND EASEMENT LYING IN PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT B (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 2); THENCE SOUTH 04°34'26" WEST A DISTANCE OF 150.89 FEET; THENCE SOUTH 69°29'30" WEST A DISTANCE OF 535.52 FEET; THENCE NORTH 10°21'14" WEST A DISTANCE OF 162.54 FEET; THENCE SOUTH 79°47'20" WEST A DISTANCE OF 106.95 FEET; THENCE NORTH 10°12'40" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 79°47'20" EAST A DISTANCE OF 106.82 FEET; THENCE NORTH 10°21'14" WEST A DISTANCE 115.02 FEET; THENCE NORTH 53°18'39" WEST A DISTANCE OF 115.49 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 667.22 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 3.56 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 802

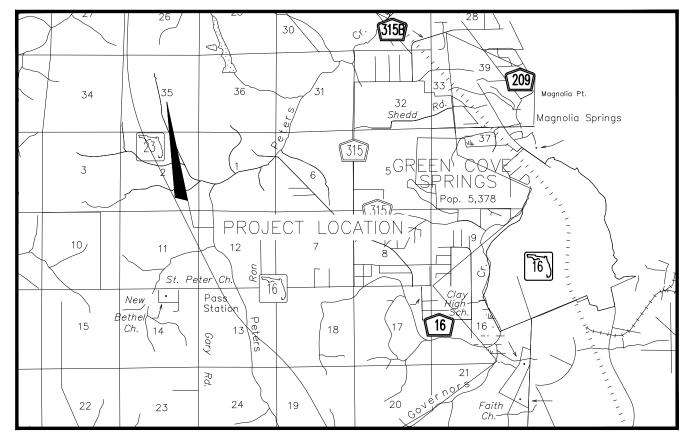
A DRAINAGE EASEMENT LYING IN PARCEL NO: 35-05-25-010146-000-00, LYING IN SECTION 35, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT C (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 2); THENCE SOUTH 85°31'03" EAST A DISTANCE OF 10.74 FEET; THENCE SOUTH 77°30'52" EAST A DISTANCE OF 166.66 FEET; THENCE SOUTH 85°25'34" EAST A DISTANCE OF 614.69 FEET; THENCE SOUTH 04°34'26" WEST A DISTANCE OF 27.00 FEET; THENCE NORTH 85°25'34" WEST A DISTANCE OF 790.50 FEET; THENCE NORTH 04°34'26" EAST A DISTANCE OF 49.92 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.54 ACRES, MORE OR LESS.

CATHEDRAL OAK PARKWAY PHASE 2

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST CLAY COUNTY, FLORIDA



VICINITY MAP
(NOT TO SCALE)

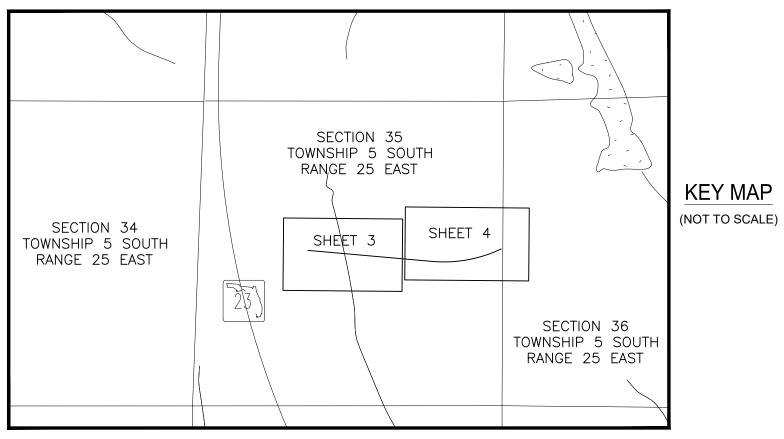
PLAT BOOK PAGE
SHEET 1 OF 4

ENGINEER AND SURVEYOR

WGI, INC.
4371 U.S. HWY 17 SOUTH, SUITE 203
FLEMING ISLAND, FL 32003

PREPARED BY:





PLAT BOOK **PAGE** SHEET 2 OF 4

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST CLAY COUNTY, FLORIDA

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT REINHOLD CORPORATION, A FLORIDA CORPORATION UNDER THE LAWS OF THE STATE OF FLORIDA, HEREINAFTER "DEDICATOR", IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS.

ALL OF CATHEDRAL OAK PARKWAY PHASE 2, A PUBLIC RIGHT OF WAY IS HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS.

PERPETUAL EASEMENTS AS SHOWN ON THE PLAT, ARE HEREBY IRREVOCABLY DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND.

THE EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTING, DRAINING, RETAINING, DETAINING AND CONVEYING STORMWATER IN, OVER, UNDER, UPON AND THROUGH THE EASEMENT PROPERTY, TOGETHER WITH THE RIGHT TO ACCESS, OBSERVE, INSPECT, OPERATE, MAINTAIN, CONSTRUCT, IMPROVE AND REPAIR IMPROVEMENTS, I.E., DRAINAGE DITCHES, PIPES AND ASSOCIATED DRAINAGE PONDS AND STRUCTURES MODIFYING THE FLEVATION WITH THE RIGHT TO CONSTRUCT, GRADE, EXCAVATE AND/OR ADD FILL MATERIAL (COLLECTIVELY, THE AND CONTROL OF THE EASEMENT ASEMENT PROPERTY IN ACCORDANCE

THESE EASEMENTS TRAVERSE, ALL ALL OTHER SUBSTANCE WHICH MAY D PONDS AND FILTRATION SYSTEMS, SSES TO PERSONS OR PROPERTY

ENTS WITHIN THE BOUNDS OF THE MPROVEMENTS ("JOINT USE PONDS") NEEDS OF THE COUNTY, SHALL NOT CCORDANCE WITH APPLICABLE LAWS, IRED AT DEDICATOR'S SOLE EFFORT BLIGATIONS CONCERNING JOINT USE AT, MAY BE RELEASED BY MUTUAL ECORDS OF CLAY COUNTY.

RUCTION OF WATER LEVEL CONTROL Y PLATTED, OR OF THE EASEMENTS THAT WHICH RETAINS IT TO EFFECT F. THE DEDICATOR, AS OWNER OF ES AND LIABILITY AND EXPENSE IN NY OCCURRENCE IN, UPON, AT OR BY ANY ACT OF OMISSION OF THE LAND AND THE ASSIGNS OF THE

COUNTY COMMISSIONER'S APPROVAL	"DRAINAGE IMPROVEMENTS"), IN, OVER, UNDER, UPON AND THROUGH PROPERTY AND SHALL, AT ITS SOLE COST AND EXPENSE, CONSTRUCT WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS, AND PERMITS.	H THE EASEMENT PROPERTY.	. CLAY COUNTY SHALL HAVE EXCLUSIVE U	ISE AND CONTROL OF TH
EXAMINED AND APPROVED THIS DAY OF 2022, BY THE BOARD OF COUNTY COMMISSIONERS, CLAY COUNTY, FLORIDA.	THE EASEMENTS SHALL PERMIT CLAY COUNTY, ITS SUCCESSORS AND WATER WHICH MAY FALL OR COME UPON THE PUBLIC RIGHT OF WAY FLOW OR PASS FROM SAID RIGHT OF WAY, FROM ADJACENT LAND OWITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF CLAY COUN RESULTING FROM THE ACCEPTANCE OR USE OF THESE EASEMENTS BY	HEREBY DEDICATED, TOGETHER DR FROM ANY OTHER SOURCE NTY, ITS SUCCESSORS AND A	R WITH ALL SOIL, NUTRIENTS, CHEMICALS AN E OF PUBLIC WATERS INTO OR THROUGH S ASSIGNS FOR ANY DAMAGE, INJURIES OR	ND ALL OTHER SUBSTANCE SAID PONDS AND FILTRATION
TARA S GREEN, CHAIRMAN OF THE BOARD CLAY COUNTY CLERK AND COMPTROLLER, EX OFFICIO CLERK TO THE BOARD	DEDICATOR SHALL HAVE THE RIGHT TO ELECT TO CONNECT TO, AL EASEMENT PROPERTY. IF DEDICATOR MAKES SUCH ELECTION, ALL SUCH SHALL BE DESIGNED AND CONSTRUCTED AT DEDICATOR'S SOLE EFFOR INFRINGE UPON OR INTERFERE WITH THE COUNTY'S PERMITTED CAPAC	CH JOINT USE STORMWATER P RT, COST AND EXPENSE, SHALL	PONDS, DRAINAGE EASEMENTS AND RELATED LL MEET THE OPERATIONAL AND MAINTENANC	D IMPROVEMENTS ("JOINT UE NEEDS OF THE COUNTY!
COUNTY ENGINEER APPROVAL APPROVED THIS DAY OF, 2022	CODES, RULES, REGULATIONS AND PERMITS. ALL SUCH JOINT USE POST AND EXPENSE IN A GOOD AND WORKMANLIKE MANNER, WITH FONDS SPECIFICALLY DO NOT PREEMPT THE COUNTY'S RIGHTS WITH CONSENT OF THE DEDICATOR AND CLAY COUNTY WITHOUT A REQUIREM	REASONABLE CARE, IN ACCORD REGARD TO ANY SUCH PONI	RDANCE WITH APPLICABLE LAW. DEDICATOR'S NDS. THE EASEMENTS, AS SHOWN ON THE	OBLIGATIONS CONCERNING PLAT, MAY BE RELEASED
COUNTY ENGINEER	CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS SHALL NOT BE LIABL EQUIPMENT WHICH MAY BE CONSTRUCTED OR INSTALLED BY THE DEIGHT SHOWN ON THIS PLAT, BUT SHALL HAVE THE RIGHT TO MODIFY THE ADEQUATE DRAINAGE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO THE LANDS DESCRIBED AND CAPTIONED HEREON, SHALL INDEMNIFY	DICATOR OR ANY OTHER PERS EXISTENCE OF DRAINAGE IMPR) REMOVE ANY WATER LEVEL (SON WITHIN THE AREA OF THE LANDS HER PROVEMENTS AND ANY JOINT USE PONDS AN CONTROL STRUCTURES OR ANY PART THER	REBY PLATTED, OR OF THE ND THAT WHICH RETAINS IT REOF. THE DEDICATOR, AS
CLERK'S CERTIFICATE	CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR FROM THE DRAINAGE IMPROVEMENTS OR ANY JOINT USE PONDS DESCRIBED INTO THE DEPOSIT OF THE PROPERTY OF	PROPERTY DAMAGE OR ANY CORIBED ABOVE, OR ANY PART	OTHER DAMAGE ARISING FROM OR OUT OF T THEREOF, OCCASIONED WHOLLY OR IN PA	F ANY OCCURRENCE IN, U RT BY ANY ACT OF OMISS
I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND IT COMPLIES IN FORM WITH PART II OF CHAPTER 177, FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK, PAGES THROUGH, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA THIS DAY OF, 2022.	REINHOLD CORPORATION, A FLORIDA CORPORATION	 WITNESS		
CLERK OF THE CIRCUIT COURT	BY: GEORGE M. EGAN	PRINT NAME	PRINT NAME	
DEPARTMENT OF ECONOMIC AND	STATE OF FLORIDA, CLAY COUNT	Y		
DEVELOPMENT SERVICE APPROVAL APPROVED THIS DAY OF, 2022	THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY M GEORGE M. EGAN AS AN AUTHORIZED SIGNER OF REINHOLD COFIDENTIFICATION.			
DIRECTOR	MY COMMISSION EXPIRES: SIGNATURE			
SURVEYOR AND MAPPER'S CERTIFICATE	(PRINTED NAME) -	NOTARY PUBLIC	(SEAL)	
THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.'S") AND MONUMENTS ACCORDING TO SECTION 177.091(9), FLORIDA STATUTES,	SURVEYOR AND MAPPER'S CERTIF	FICATE		
HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF CLAY COUNTY, FLORIDA.	THE UNDERSIGNED SURVEYOR CERTIFIES THAT HAS REVIEWED THIS FITHE REQUIREMENTS OF SECTION 177.081 (1), FLORIDA STATUTES (1) REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, THE UNDERSIG OF THE, 2022.			PREPARED BY:
THIS DAY OF, 2022	SIGNED:			

•	
_	
	V)WGI

4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055

RYAN KETT, PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7113

PRINT NAME: ROBERT BRANDT WILSON PLS

FLORIDA REGISTRATION NO.: 4690

PRINT ADDRESS: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

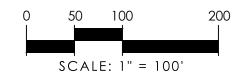
P.O. BOX 1366

GREEN COVE SPRINGS, FL 32043



PLAT BOOK **PAGE** SHEET 3 OF 4

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST CLAY COUNTY, FLORIDA

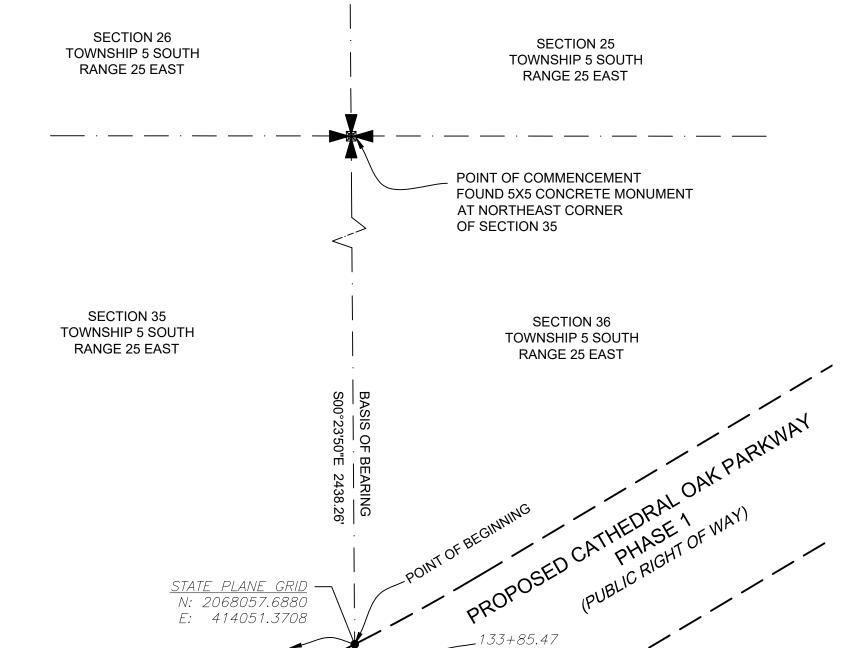


- 1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST

PARCEL 100 LINE TABLE				
LINE #	LENGTH	DIRECTION		
L1	137.08'	S0°23'50"E		
L2	35.16'	S0°45'53"W		

EASEMENTS LINE TABLE					
L10	29.96'	S0°45'53"W			
L11	17.00'	S24°05'20"E			
L12	17.00'	N20°06'27"W			
113	27.00'	N111°18'31"W			

EASEMENTS CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	29.05	2407.00'	0°41'29"	S65°33'56"W	29.05'
C2	168.44	2424.00'	3°58'53"	S67°54'07"W	168.40'
C3	222.57	2407.00'	5°17'53"	S72°32'29"W	222.49'
C4	427.10	2380.00	10°16'55"	N70°02'59"E	426.52'



STATE PLANE GRID

N: 2068057.6880 E: 414051.3708

LEGEND:

= Denotes Found 5"x5" C.M.

= Denotes PRM Iron Rod Stamped LB 7055

= Denotes PCP Iron Rod Stamped LB 7055

C# = Tabulate Curve Data

= Chord Bering

CD = Chord Distance

= Delta

= Tabulate Line Data

= Length LB = License Business

PC = Point of Curvature

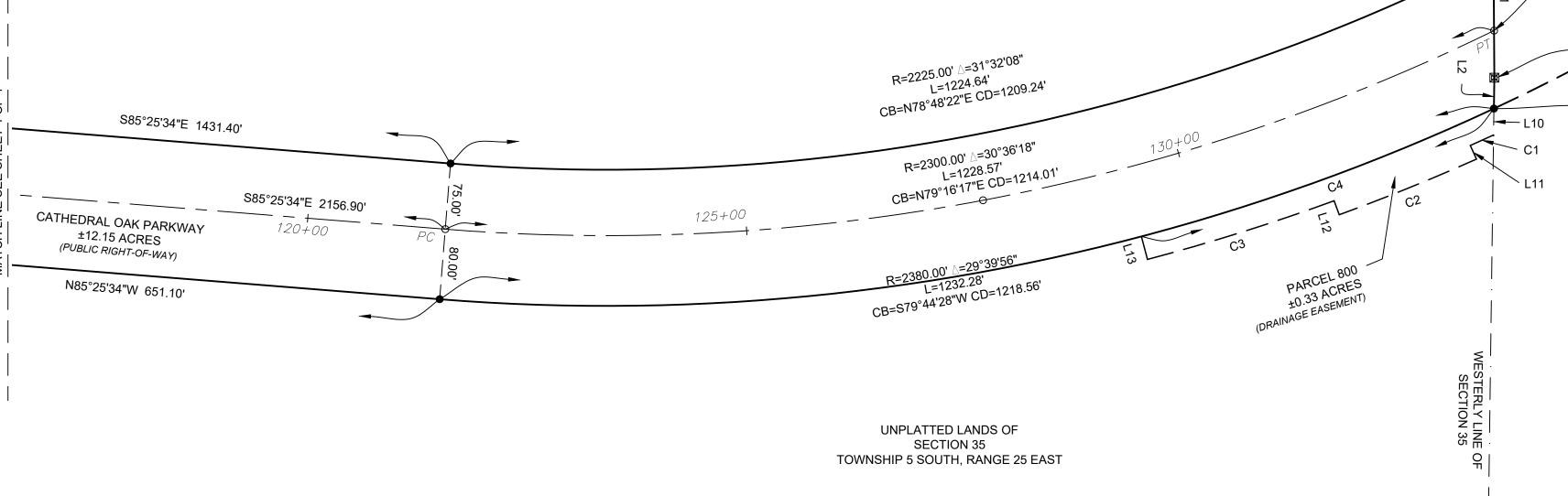
PCP = Permanent Control Point

POL = Point on Line

PRM = Permanent Reference Monument

PΤ = Point of Tangency = Raudius

UNPLATTED LANDS OF SECTION 35 TOWNSHIP 5 SOUTH, RANGE 25 EAST



FOUND 5X5 CONCRETE MONUMENT

AT EAST 1/4 CORNER OF SECTION 35

(POB PARCEL 800)

AT EAST LINE OF SECTION 35

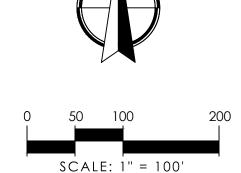
POINT A

PREPARED BY:

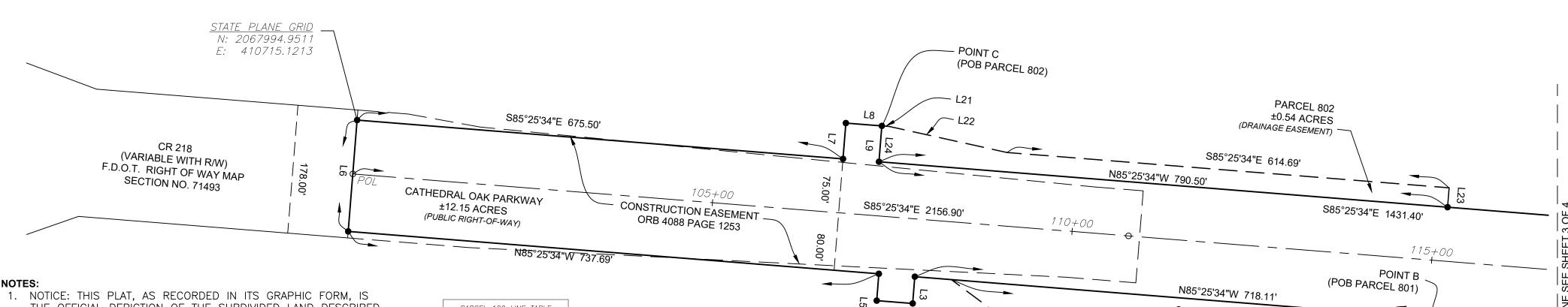


A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST CLAY COUNTY, FLORIDA

PLAT BOOK **PAGE** SHEET 4 OF 4



UNPLATTED LANDS OF SECTION 35 TOWNSHIP 5 SOUTH, RANGE 25 EAST

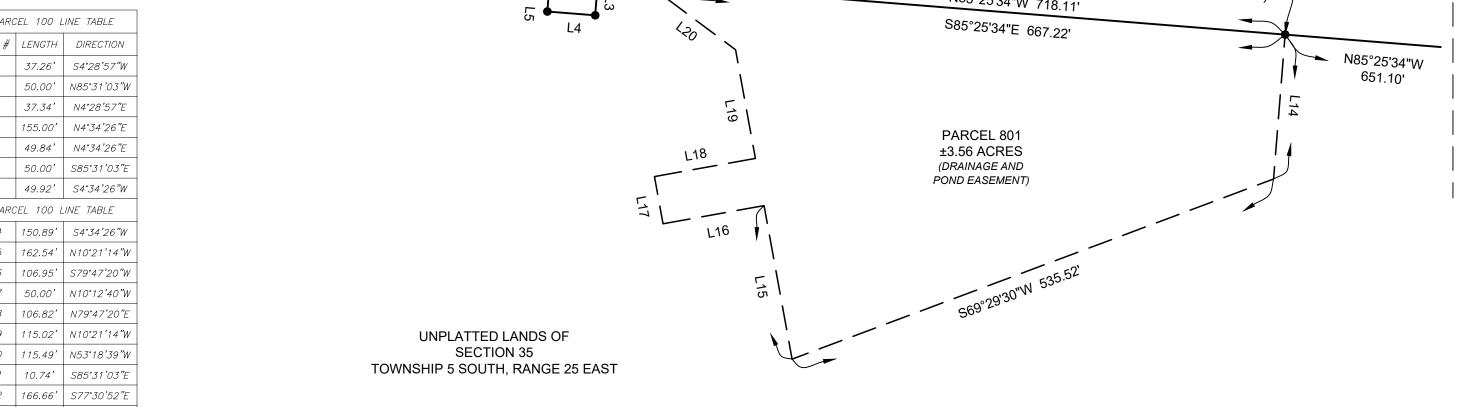


- THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST

LEGEND:

- = Denotes Found 5"x5" C.M.
- = Denotes PRM Iron Rod Stamped LB 7055
- = Denotes PCP Iron Rod Stamped LB 7055
- C# = Tabulate Curve Data
- СВ = Chord Bering
- CD = Chord Distance
- = Delta
- = Tabulate Line Data
- = Length
- = License Business
- PC = Point of Curvature PCP = Permanent Control Point
- POL = Point on Line
- PRM = Permanent Reference Monument
- PΤ = Point of Tangency
- = Raudius

PARC	CEL 100 L	INE TABLE
LINE #	LENGTH	DIRECTION
L3	37.26'	S4°28'57"W
L4	50.00'	N85°31'03"W
L5	37.34	N4°28'57"E
L6	155.00'	N4°34'26"E
L7	49.84	N4°34'26"E
L8	50.00'	S85°31'03"E
L9	49.92	S4°34'26"W
PARC	CEL 100 L	INE TABLE
L14	150.89	S4°34'26"W
L15	162.54	N10°21'14"W
L16	106.95	S79°47'20"W
L17	50.00'	N10°12'40"W
L18	106.82	N79*47'20"E
L19	115.02	N10°21'14"W
L20	115.49	N53°18'39"W
L21	10.74	S85°31'03"E
L22	166.66	S77°30'52"E
L23	27.00'	S4°34'26"W
L24	49.92'	N4°34'26"E



PREPARED BY:



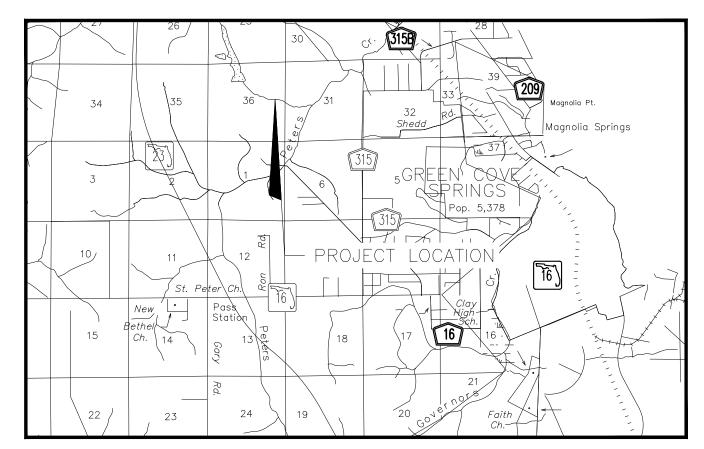
CAPTION

A PORTION OF PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, AND SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5" X 5" CONCRETE MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST; THENCE SOUTH 00°23'50" EAST, ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 2,438.26 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2,225.00 AND THE POINT OF BEGINNING; THENCE DEPARTING THE WEST LINE OF SAID SECTION 36 AND ALONG THE ARC OF SAID CURVE, THROUGH AN ANGLE OF 01°30'35", AN ARC DISTANCE OF 58.63 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62°17'02" EAST, 58.63 FEET TO POINT A; THENCE CONTINUE ALONG CURVE THROUGH AN ANGLE OF 02°18'00", AN ARC DISTANCE OF 89.31 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60°22'45" EAST, 89.31 FEET; THENCE NORTH 59°13'45" EAST A DISTANCE OF 1,530.24 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2,375.00 FEET; THENCE THROUGH AN ANGLE OF 3°40'27", AN ARC DISTANCE OF 152.30 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 61°03'59" EAST, 152.28 FEET TO A NON-TANGENT LINE; THENCE NORTH 19°24'41" EAST A DISTANCE OF 38.20 FEET; THENCE NORTH 65°33'27" EAST A DISTANCE OF 166.99 FEET; THENCE SOUTH 68°19'36" EAST A DISTANCE OF 38.22 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2,375.00 FEET; THENCE THROUGH AN ANGLE OF 15°26'02", AN ARC DISTANCE OF 639.76 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 75°55'43" EAST, 673.83 FEET TO A NON-TANGENT LINE; THENCE NORTH 00°13'32" EAST A DISTANCE OF 137.49 FEET; THENCE SOUTH 89°46'28" EAST A DISTANCE OF 88.00 FEET TO POINT B; THENCE SOUTH 00°13'32" WEST A DISTANCE OF 129.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2,375.00 FEET; THENCE THROUGH AN ANGLE OF 22°14'08", AN ARC DISTANCE OF 921.69 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 83°06'14" EAST, 915.92 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 1,018.83 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 44.46 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 50.00 FEET TO POINT C; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 15.72 FEET; THENCE SOUTH 27°21'22" EAST A DISTANCE OF 40.92 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 857.99 FEET; THENCE NORTH 18°02'06" EAST A DISTANCE OF 57.89 FEET; THENCE SOUTH 71°57'54" EAST A DISTANCE OF 74.33 FEET TO POINT D; THENCE SOUTH 18°02'06" WEST A DISTANCE OF 57.80 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2,007.99 FEET; THENCE THROUGH AN ANGLE OF 36°00'46", AN ARC DISTANCE OF 1,262.11 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89°32'56" EAST, 1,241.43 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2,158.00 FEET; THENCE THROUGH AN ANGLE OF 13°41'49", AN ARC DISTANCE OF 515.89 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°23'28" EAST, 514.66 FEET TO A NON-TANGENT LINE; THENCE NORTH 06°40'52" EAST A DISTANCE OF 169.87 FEET; THENCE NORTH 57°00'00" EAST A DISTANCE OF 201.56 FEET; THENCE SOUTH 84°20'27" EAST A DISTANCE OF 149.27 FEET; THENCE SOUTH 33°38'55" EAST A DISTANCE OF 122.96 FEET; THENCE SOUTH 05°39'33" WEST A DISTANCE OF 65.31 FEET; THENCE SOUTH 69°50'31" EAST A DISTANCE OF 165.62 FEET; THENCE SOUTH 05°39'33" WEST A DISTANCE OF 53.99 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,168.00 FEET; THENCE THROUGH AN ANGLE OF 18°21'10", AN ARC DISTANCE OF 694.45 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 70°59'41" EAST, 691.48 FEET TO A NON-TANGENT LINE; THENCE SOUTH 28°10'55" WEST A DISTANCE OF 25.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,143.00 FEET; THENCE THROUGH AN ANGLE OF 6°57'40", AN ARC DISTANCE OF 260.36 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 58°20'15" EAST, 260.20 FEET TO POINT E: THENCE CONTINUE ALONG CURVE HAVING A RADIUS OF 2,143.00 FEET, THROUGH AN ANGLE OF 6'54'48", AN ARC DISTANCE OF 258.58 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51°24'01" EAST, 258.42 FEET; THENCE SOUTH 47°56'37" EAST A DISTANCE OF 131.94 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,023.00 FEET; THENCE THROUGH AN ANGLE OF 16'54'12", AN ARC DISTANCE OF 596.82 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 56°23'43" EAST, 594.66 FEET TO A NON-TANGENT LINE; THENCE NORTH 26°03'34" EAST A DISTANCE OF 58.40 FEET; THENCE SOUTH 64°01'56" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 26°03'34" WEST A DISTANCE OF 57.07 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,023.00 FEET; THENCE THROUGH AN ANGLE OF 25°04'37", AN ARC DISTANCE OF 885.42 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°48'08" EAST, 878.37 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 403.70 FEET TO WESTERLY EXISTING RIGHT OF WAY OF COUTY ROAD 315 (A 80 FOOT RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRASPORTATION RIGHT OF WAY MAP, SECTION NO. 71507-2601); THENCE SOUTH 01°47'05" WEST ALONG THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 A DISTACE OF 125.19 FEET TO POINT F; THENCE DEPARTING THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315, SOUTH 88°39'34" WEST A DISTANCE OF 396.88 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,148.00 FEET; THENCE THROUGH AN ANGLE OF 26°29'04", AN ARC DISTANCE OF 992.89 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°05'54" WEST, 984.08 FEET TO A NON-TANGENT LINE; THENCE SOUTH 26°00'29" WEST A DISTANCE OF 58.10 FEET; THENCE NORTH 64°05'01" WEST A DISTANCE OF 50.00 FEET TO POINT G; THENCE NORTH 26°00'29" EAST A DISTANCE OF 58.01 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NOTHEAST, HAVING A RADIUS OF 2,148.00 FEET; THENCE THROUGH AN ANGLE OF 15°34'44", AN ARC DISTANCE OF 584.04 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 55°43'59" WEST, 582.25 FEET; THENCE NORTH 47°56'37" WEST A DISTANCE OF 131.94 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,018.00 FEET; THENCE THROUGH AN ANGLE OF 13°52'28", AN ARC DISTANCE OF 488.67 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°52'51" WEST, 487.48 FEET TO A NON-TANGENT LINE; THENCE SOUTH 28°10'55" WEST A DISTANCE OF 20.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,998.00 FEET; THENCE THROUGH AN ANGLE OF 24°45'20", AN ARC DISTANCE OF 863.27 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 87'11'46" WEST, 856.57 FEET TO A NON-TRANGENT LINE; THENCE NORTH 03°25'34" EAST A DISTANCE OF 5.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2,003.00 FEET; THENCE THROUGH AN ANGLE OF 21°53'01", AN ARC DISTANCE OF 765.03 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 82°29'04" WEST, 760.39 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2,162.99 FEET; THENCE THROUGH AN ANGLE OF 13°20'41", AN ARC DISTANCE OF 503.79 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°12'54" WEST, 502.65 FEET TO A NON-TANGENT LINE;

CATHEDRAL OAK PARKWAY PHASE 1

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST CLAY COUNTY, FLORIDA



VICINITY MAP

(NOT TO SCALE)

THENCE SOUTH 04°34'58" EAST A DISTANCE OF 25.95 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2188.99 FEET; THENCE THROUGH AN ANGLE OF 01°02'49", AN ARC DISTANCE OF 40.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 85°25'02" WEST, 40.00 FEET TO A NON-TANGENT LINE; THENCE NORTH 04°34'58" WEST A DISTANCE OF 25.95 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET; THENCE THROUGH AN ANGLE OF 03°38'30", AN ARC DISTANCE OF 137.48 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 87°46'04" WEST, 137.46 FEET TO POINT H; THENCE CONTINUE ALONG CURVE HAVING A RADIUS OF 2162.99 FEET, THROUGH AN ANGLE OF 16°05'16", AN ARC DISTANCE OF 607.34 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 82°22'03" WEST, 605.34 FEET TO A NON-TANGENT LINE; THENCE SOUTH 15°40'35" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 73°21'50" WEST A DISTANCE OF 74.13 FEET; THENCE NORTH 17°35'45" EAST A DISTANCE OF 50.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,162.99 FEET; THENCE THROUGH AN ANGLE OF 00°25'04", AN ARC DISTANCE OF 15.77 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 72°11'43" WEST, 15.77 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 733.04 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 62.49 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 15.72 FEET; THENCE NORTH 27°21'22" WEST A DISTANCE OF 66.58 FEET: THENCE NORTH 71°59'11" WEST A DISTANCE OF 828.09 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 26.00 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 26.00 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 315.71 FEET TO A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2207.34 FEET: THENCE THROUGH AN ANGLE OF 22°40'39". AN ARC DISTANCE OF 873.65 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83°15'35" WEST. 867.96 FEET TO A NON-TANGENT LINE; THENCE SOUTH 00°13'32" WEST A DISTANCE OF 111.07 FEET; THENCE NORTH 89°46'28" WEST A DISTANCE OF 88.00 FEET; THENCE NORTH 00°13'32" EAST A DISTANCE OF 101.97 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2,220 FEET; THENCE THROUGH AN ANGLE OF 5°45'07", AN ARC DISTANCE OF 222.78 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 80°18'28" WEST, 222.78 FEET TO POINT I; THENCE CONTINUE ALONG CURVE HAVING A RADIUS OF 2220.00 FEET, THROUGH AN ANGLE OF 09°09'50", AN ARC DISTANCE OF 355.06 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 72°50'59" WEST, 354.68 FEET TO A NON-TANGENT LINE: THENCE SOUTH 21°45'05" WEST A DISTANCE OF 34.61 FEET: THENCE SOUTH 24°26'33" EAST A DISTANCE OF 49.52 FEET; THENCE SOUTH 84°36'44" WEST A DISTANCE OF 33.58 FEET; THENCE SOUTH 65°33'27" WEST A DISTANCE OF 128.26 FEET; THENCE NORTH 24°26'33" WEST A DISTANCE OF 43.56 FEET; THENCE NORTH 70°36'15" WEST A DISTANCE OF 27.71 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2,220 FEET; THENCE THROUGH AN ANGLE OF 03°44'49", AN ARC DISTANCE OF 145.18 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 61°06'10" WEST, 145.16 FEET; THENCE SOUTH 59°13'45" WEST A DISTANCE OF 40.00 FEET TO POINT J; THENCE CONTINUE SOUTH 59°13'45" WEST A DISTANCE OF 1490.24 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2,380.00 FEET; THENCE THROUGH AN ANGLE OF 05°40'46", AN ARC DISTANCE OF 235.92 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 62°04'08" WEST, 235.82 FEET TO A NON-TANGENT LINE BEING THE WEST LINE OF SAID SECTION 36; THENCE NORTH 00°45'53" EAST ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 35.16 FEET TO A FOUND 5" X 5" CONCRETE MONUMENT BEING THE WEST 1/4 CORNER OF SAID SECTION 36; THENCE NORTH 00°23'50" WEST ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 137.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 42.53 ACRES, MORE OR LESS.

PLAT BOOK PAGE SHEET 1 OF 9

ENGINEER AND SURVEYOR

WGI, INC.
4371 U.S. HWY 17 SOUTH, SUITE 203
FLEMING ISLAND, FL 32003

PREPARED BY:



SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST CLAY COUNTY, FLORIDA

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 803

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT A (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE NORTH 28°35'59" WEST A DISTANCE OF 27.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2198.00 FEET; THENCE THROUGH AN ANGLE OF 02°18'05" AN ARC DISTANCE OF 88.29 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 60°22'48" EAST, 88.28 FEET; THENCE NORTH 59°13'45" EAST 740.27 FEET; THENCE SOUTH 30°46'15" EAST A DISTANCE OF 27.00 FEET; THENCE SOUTH 59°13'45" WEST A DISTANCE OF 740.27 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2225.00 FEET; THENCE THROUGH AN ANGLE OF 02°18'00" AN ARC DISTANCE OF 89.31 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 60°22'45" WEST, 89.21 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.51 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 804

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT B (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 89°46'28" EAST A DISTANCE OF 22.40 FEET; THENCE SOUTH 55°55'05" EAST A DISTANCE OF 159.16 FEET; THENCE SOUTH 72°50'57" EAST A DISTANCE OF 21.28 FEET TO A NON—TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2402.00 FEET; THENCE THROUGH AN ANGLE OF 18°00'31" AN ARC DISTANCE OF 754.97 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 80°59'26" EAST, 751.87 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 929.62 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 17.46 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 89.19 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 44.46 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 1018.83 FEET TO A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2375.00 FEET; THENCE THROUGH AN ANGLE OF 22°14'08" AN ARC DISTANCE OF 921.69 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83°06'14" WEST, 915.92 FEET TO A NON—TANGENT LINE; THENCE NORTH 00°13'32" EAST A DISTANCE OF 129.00 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 1.45 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 805

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT C (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 71°59'11" EAST A DISTANCE OF 89.19 FEET; THENCE SOUTH 18°00'49" WEST A DISTANCE OF 17.46 FEET; THENCE SOUTH 71°59'11" EAST A DISTANCE OF 710.80 FEET; THENCE NORTH 18°02'06" EAST A DISTANCE OF 30.93 FEET; THENCE SOUTH 71°57'54" A DISTANCE OF 87.13 FEET; THENCE SOUTH 18°02'06" WEST A DISTANCE OF 57.89 FEET; THENCE NORTH 71°59'11" WEST A DISTANCE OF 857.99 FEET; THENCE NORTH 27°21'22" WEST A DISTANCE OF 40.92 FEET; THENCE NORTH 18°00'49" EAST A DISTANCE OF 15.72 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.64 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 806

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT D (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 71°57′54″ EAST A DISTANCE OF 86.64 FEET; THENCE SOUTH 18°02′06″ WEST A DISTANCE OF 28.17′ TO A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1980.99; THENCE THROUGH AN ANGLE OF 33°29′56″ AN ARC DISTANCE OF 1158.22 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 88°17′31″ EAST, 1141.80 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2185.00 FEET; THENCE THROUGH AN ANGLE OF 13°50′25″ AN ARC DISTANCE OF 527.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°27′46″ EAST, 526.52 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 06'40'52" WEST A DISTANCE OF 27.54 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2158.00 FEET; THENCE THROUGH AN ANGLE OF 13'41'49" AN ARC DISTANCE OF 515.89 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78'23'28" WEST, 514.66 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2007.99 FEET; THENCE THROUGH AN ANGLE OF 36'00'46" AN ARC DISTANCE OF 1262.11 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 89'32'56" WEST, 1241.43 FEET TO A NON-TANGENT LINE; THENCE NORTH 18'02'06" EAST A DISTANCE OF 57.80 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 1.16 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 807

A DRAINAGE AND POND EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT E (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE NORTH 35° 48′ 41″ EAST A DISTANCE OF 341.75 FEET; THENCE NORTH 52°08′28″ WEST A DISTANCE OF 160.43 FEET; THENCE NORTH 22°08′28″ WEST A DISTANCE OF 231.72 FEET; THENCE NORTH 67°51′32″ EAST A DISTANCE OF 268.93 FEET; THENCE NORTH 19°47′30 "EAST A DISTANCE OF 22.86 FEET; THENCE SOUTH 70°12′30" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 19°47′30″ WEST A DISTANCE OF 33.19 FEET; THENCE SOUTH 22°08′28″ EAST A DISTANCE OF 411.30 FEET; THENCE SOUTH 67°51′32″ WEST A DISTANCE OF 171.82 FEET; THENCE NORTH 52°08′28″ WEST A DISTANCE OF 44.35 FEET; THENCE SOUTH 35°48′41″ WEST A DISTANCE OF 339.96 FEET TO A NON—TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2,143.00 FEET; THENCE THROUGH AN ANGLE OF 1°20′13″, AN ARC DISTANCE OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°11′19″ WEST, 50.00 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 3.19 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 808

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT F (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 01°47'05" WEST ALONG THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 A DISTACE OF 26.04 FEET; THENCE DEPARTING THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315, SOUTH 88°39'34" WEST A DISTANCE OF 395.46 FEET TO A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2174.00 FEET; THENCE THROUGH AN ANGLE OF 24°10'34", AN ARC DISTANCE OF 917.33 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 79°15'09" WEST, 910.54 FEET TO A NON-TANGENT LINE: THENCE SOUTH 22°50'08" WEST A DISTANCE OF 32.10 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2206.10 FEET; THENCE THROUGH AN ANGLE OF 02°18'30", AN ARC DISTANCE OF 88.87 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66°00'37" WEST. 88.87 FEET TO A NON-TANGENT LINE: THENCE NORTH 26°00'29" EAST A DISTANCE OF 58.10 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2148.00 FEET; THENCE THROUGH AN ANGLE OF 26°29'04". AN ARC DISTANCE OF 992.89 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 78°05'54" EAST, 984.08 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 396.88 FEET TO THE WESTERLY EXISTING RIGHT OF WAY OF SAID COUNTY ROAD 315 AND THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.90 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 809

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT G (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 2206.01 THROUGH AN ANGLE OF 02°18'58", AN ARC DISTANCE OF 89.17 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62°21'52" WEST, 89.16 FEET TO A NON-TANGENT LINE; THENCE NORTH 28°47'37" EAST A DISTANCE OF 32.01 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2174.00 FEET; THENCE THROUGH AN ANGLE OF 10°16'51", AN ARC DISTANCE OF 390.09 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 56°03'58" WEST, 389.56 FEET TO A NON-TANGENT LINE;

PLAT BOOK PAGE SHEET 2 OF 9

THENCE NORTH 38°55'49" EAST A DISTANCE OF 25.89 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2148.00 FEET; THENCE THROUGH AN ANGLE OF 12°35'10", AN ARC DISTANCE OF 471.85 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 57°13'46" EAST, 470.90 FEET TO A NON-TANGENT LINE; THENCE SOUTH 26°00'29" WEST A DISTANCE OF 58.01 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.35 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 810

A DRAINAGE AND POND EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 31, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT H (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 00°00'00" A DISTANCE OF 185.63 FEET; THENCE SOUTH 10°08'52" WEST A DISTANCE OF 150.70 FEET; THENCE NORTH 77°33'15" WEST A DISTANCE OF 96.81 FEET; THENCE SOUTH 12°26'45" WEST A DISTANCE OF 72.35 FEET; THENCE NORTH 77°33'15" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 12°26'45" EAST A DISTANCE OF 72.35 FEET; THENCE NORTH 32°09'04" WEST A DISTANCE OF 205.07 FEET; THENCE NORTH 00°00'00" A DISTANCE OF 140.97 FEET TO A NON—TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2162.99 FEET; THENCE THROUGH AN ANGLE OF 08°33'52", AN ARC DISTANCE OF 323.32 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 86°07'45" EAST, 323.02 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 2.15 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 811

A DRAINAGE AND POND EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT I (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 27°36'38" EAST A DISTANCE OF 341.21 FEET; THENCE SOUTH 78°18'33" WEST A DISTANCE 410.78 FEET; THENCE NORTH 24°26'33" WEST A DISTANCE OF 223.29 FEET; THENCE NORTH 84°36'44" EAST A DISTANCE OF 5.29 FEET; THENCE NORTH 24°26'33" WEST A DISTANCE OF 49.52; THENCE NORTH 21°45'05" EAST A DISTANCE OF 34.61 FEET TO A NON—TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2220.00; THENCE THROUGH AN ANGLE OF 09°09'50", AN ARC DISTANCE OF 355.06 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 72°50'59" EAST, 354.68 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 2.88 ACRES, MORE OR LESS.

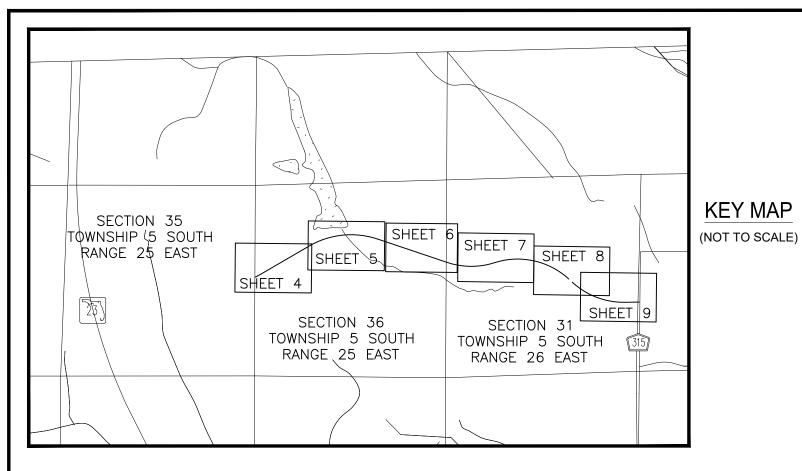
TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 812

A DRAINAGE EASEMENT IN PARCEL NO: 31-05-26-014455-000-00, LYING IN SECTION 36, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT J (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY PHASE 1); THENCE SOUTH 30°46'15" EAST A DISTANCE OF 27.00 FEET; THENCE SOUTH 59°13'45" WEST A DISTANCE OF 1490.24 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2407.00; THENCE THROUGH AN ANGLE OF 05°59'26", AN ARC DISTANCE OF 251.67 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 62°13'28" WEST, 251.55 FEET TO A NON-TANGENT LINE AND THE WEST LINE OF SAID SECTION 36; THENCE NORTH 00°45'53" EAST ALONG THE WEST LINE OF SAID SECTION 36 A DISTANCE OF 29.96 FEET TO A NON-TANGENT CURVE CONCAVE OF THE NORTHWEST, HAVING A RADIUS OF 2380.00 FEET; THENCE DEPARTING THE WEST LINE OF SAID SECTION 36 THROUGH AN ANGLE OF 05°40'46", AN ARC DISTANCE OF 235.92 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 62°04'08" EAST, 235.82 FEET; THENCE NORTH 59°13'45" EAST A DISTANCE OF 1490.24 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 1.07 ACRES, MORE OR LESS.





COUNTY COMMISSIONER'S APPROVAL

EXAMINED AND APPROVED THIS DAY OF COMMISSIONERS, CLAY COUNTY, FLORIDA.	F 2022, BY THE BOARD OF COUNTY
TARA S GREEN, CLAY COUNTY CLERK AND COMPTROLLER, EX OFFICIO CLERK TO THE BOARD	CHAIRMAN OF THE BOARD
COUNTY ENGINEER AP	PROVAL

CLERK'S CERTIFICATE

COUNTY ENGINEER

APPROVED THIS _____, 2022

HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND IT COMPLIES IN FORM WITH PA	
OF CHAPTER 177, FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK	,
AGES THROUGH, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA T	HIS
DAY OF, 2022.	
LERK OF THE CIRCUIT COURT	

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICE APPROVAL

APPROVED	THIS	 DAY	OF	,	202

SURVEYOR AND MAPPER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.'S") AND MONUMENTS ACCORDING TO SECTION 177.091(9), FLORIDA STATUTES, HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF CLAY COUNTY, FLORIDA.

THIS,	202:
RYAN KETT, PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7113	

CATHEDRAL OAK PARKWAY PHASE 1

PLAT BOOK PAGE SHEET 3 OF 9

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST CLAY COUNTY. FLORIDA

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT PETERS CREEK INVESTMENTS, LLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP UNDER THE LAWS OF THE STATE OF FLORIDA, HEREINAFTER "DEDICATOR", IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS.

ALL OF CATHEDRAL OAK PARKWAY PHASE 1, A PUBLIC RIGHT OF WAY IS HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS

PERPETUAL EASEMENTS AS SHOWN ON THE PLAT, ARE HEREBY IRREVOCABLY DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND.

THE EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTING, DRAINING, RETAINING, DETAINING AND CONVEYING STORMWATER IN, OVER, UNDER, UPON AND THROUGH THE EASEMENT PROPERTY, TOGETHER WITH THE RIGHT TO ACCESS, OBSERVE, INSPECT, OPERATE, MAINTAIN, CONSTRUCT, IMPROVE AND REPAIR IMPROVEMENTS, I.E., DRAINAGE DITCHES, PIPES AND ASSOCIATED DRAINAGE PONDS AND STRUCTURES, MODIFYING THE ELEVATION WITH THE RIGHT TO CONSTRUCT, GRADE, EXCAVATE AND/OR ADD FILL MATERIAL (COLLECTIVELY, THE DRAINAGE IMPROVEMENTS"), IN, OVER, UNDER, UPON AND THROUGH THE EASEMENT PROPERTY. CLAY COUNTY SHALL HAVE EXCLUSIVE USE AND CONTROL OF THE EASEMENT PROPERTY AND SHALL, AT ITS SOLE COST AND EXPENSE, CONSTRUCT, MAINTAIN, REPAIR AND OPERATE DRAINAGE IMPROVEMENTS WITHIN THE EASEMENT PROPERTY IN ACCORDANCE WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS, AND PERMITS.

THE EASEMENTS SHALL PERMIT CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE INTO SAID PONDS AND FILTRATION SYSTEMS WHICH THESE EASEMENTS TRAVERSE, ALL WATER WHICH MAY FALL OR COME UPON THE PUBLIC RIGHT OF WAY HEREBY DEDICATED, TOGETHER WITH ALL SOIL, NUTRIENTS, CHEMICALS AND ALL OTHER SUBSTANCE WHICH MAY FLOW OR PASS FROM SAID RIGHT OF WAY, FROM ADJACENT LAND OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID PONDS AND FILTRATION SYSTEMS, WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS FOR ANY DAMAGE, INJURIES OR LOSSES TO PERSONS OR PROPERTY RESULTING FROM THE ACCEPTANCE OR USE OF THESE EASEMENTS BY CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS.

DEDICATOR SHALL HAVE THE RIGHT TO ELECT TO CONNECT TO, ALTER OR EXPAND THE SIZE AND CAPACITY OF ANY DRAINAGE IMPROVEMENTS WITHIN THE BOUNDS OF THE EASEMENT PROPERTY. IF DEDICATOR MAKES SUCH ELECTION, ALL SUCH JOINT USE STORMWATER PONDS, DRAINAGE EASEMENTS AND RELATED IMPROVEMENTS ("JOINT USE PONDS") SHALL BE DESIGNED AND CONSTRUCTED AT DEDICATOR'S SOLE EFFORT, COST AND EXPENSE, SHALL MEET THE OPERATIONAL AND MAINTENANCE NEEDS OF THE COUNTY, SHALL NOT INFRINGE UPON OR INTERFERE WITH THE COUNTY'S PERMITTED CAPACITY FOR FUTURE USE, AND SHALL BE PROCESSED WITH THE COUNTY IN ACCORDANCE WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS AND PERMITS. ALL SUCH JOINT USE PONDS SHALL THEREAFTER BE OPERATED, MAINTAINED, IMPROVED AND REPAIRED AT DEDICATOR'S SOLE EFFORT, COST AND EXPENSE IN A GOOD AND WORKMANLIKE MANNER, WITH REASONABLE CARE, IN ACCORDANCE WITH APPLICABLE LAW. DEDICATOR'S OBLIGATIONS CONCERNING JOINT USE PONDS SPECIFICALLY DO NOT PREEMPT THE COUNTY'S RIGHTS WITH REGARD TO ANY SUCH PONDS. THE EASEMENTS, AS SHOWN ON THE PLAT, MAY BE RELEASED BY MUTUAL CONSENT OF THE DEDICATOR AND CLAY COUNTY WITHOUT A REQUIREMENT TO REPLAT PROVIDED SUCH RELEASE IS RECORDED IN THE PUBLIC RECORDS OF CLAY COUNTY.

CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE NOR RESPONSIBLE FOR THE CREATION, OPERATION, FAILURE OR DESTRUCTION OF WATER LEVEL CONTROL EQUIPMENT WHICH MAY BE CONSTRUCTED OR INSTALLED BY THE DEDICATOR OR ANY OTHER PERSON WITHIN THE AREA OF THE LANDS HEREBY PLATTED, OR OF THE EASEMENTS SHOWN ON THIS PLAT, BUT SHALL HAVE THE RIGHT TO MODIFY THE EXISTENCE OF DRAINAGE IMPROVEMENTS AND ANY JOINT USE PONDS AND THAT WHICH RETAINS IT TO EFFECT ADEQUATE DRAINAGE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO REMOVE ANY WATER LEVEL CONTROL STRUCTURES OR ANY PART THEREOF. THE DEDICATOR, AS OWNER OF THE LANDS DESCRIBED AND CAPTIONED HEREON, SHALL INDEMNIFY CLAY COUNTY AND SAVE IT HARMLESS FROM SUITS, ACTION, DAMAGES AND LIABILITY AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE DRAINAGE IMPROVEMENTS OR ANY JOINT USE PONDS DESCRIBED ABOVE, OR ANY PART THEREOF, OCCASIONED WHOLLY OR IN PART BY ANY ACT OF OMISSION OF THE DEDICATOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, SERVANTS, LICENSEES OR CONCESSIONAIRES. THIS INDEMNIFICATION SHALL RUN WITH THE LAND AND THE ASSIGNS OF THE DEDICATOR AND SHALL BE SUBJECT TO IT.

PETERS CREEK INVESTMENTS, L.L.P., A FLORIDA LI BY: DEVELOPERS THREE INC., A FLORIDA CORPORA		WITNESS	WITNESS	
BY: GERALD R. AGRESTI, PRESIDENT		PRINT NAME	PRINT NAME	
STATE OF FLORIDA, CLA	Y COUNTY			
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED GERALD R. AGRESTI AS AN AUTHORIZED SIGNER CAS IDENTIFICATION.				
MY COMMISSION EXPIRES:	 SIGNATURE			
	(PRINTED NAME) — NOTARY PUBLIC	(SEAL)		

SURVEYOR AND MAPPER'S CERTIFICATE

THE	UNDERSIGNED	SURVEYOR	CERTIFIES	THAT HAS	REVIEWE	ED THIS	PLAT	ON	BEHALF	OF	CLAY	COUNTY,	FLORII	OA IN	ACCOR	DANCE	WITH
	REQUIREMENTS																
REQU	JIREMENTS OF	CHAPTER 1	77, FLORID	A STATUT	ES, THE	UNDERS	IGNED	DID	NOT P	REPAF	RED TH	HIS PLAT	. THIS	CERTI	FICATE	IS MAD	E AS
OF T	HF	DAY OF			2022												

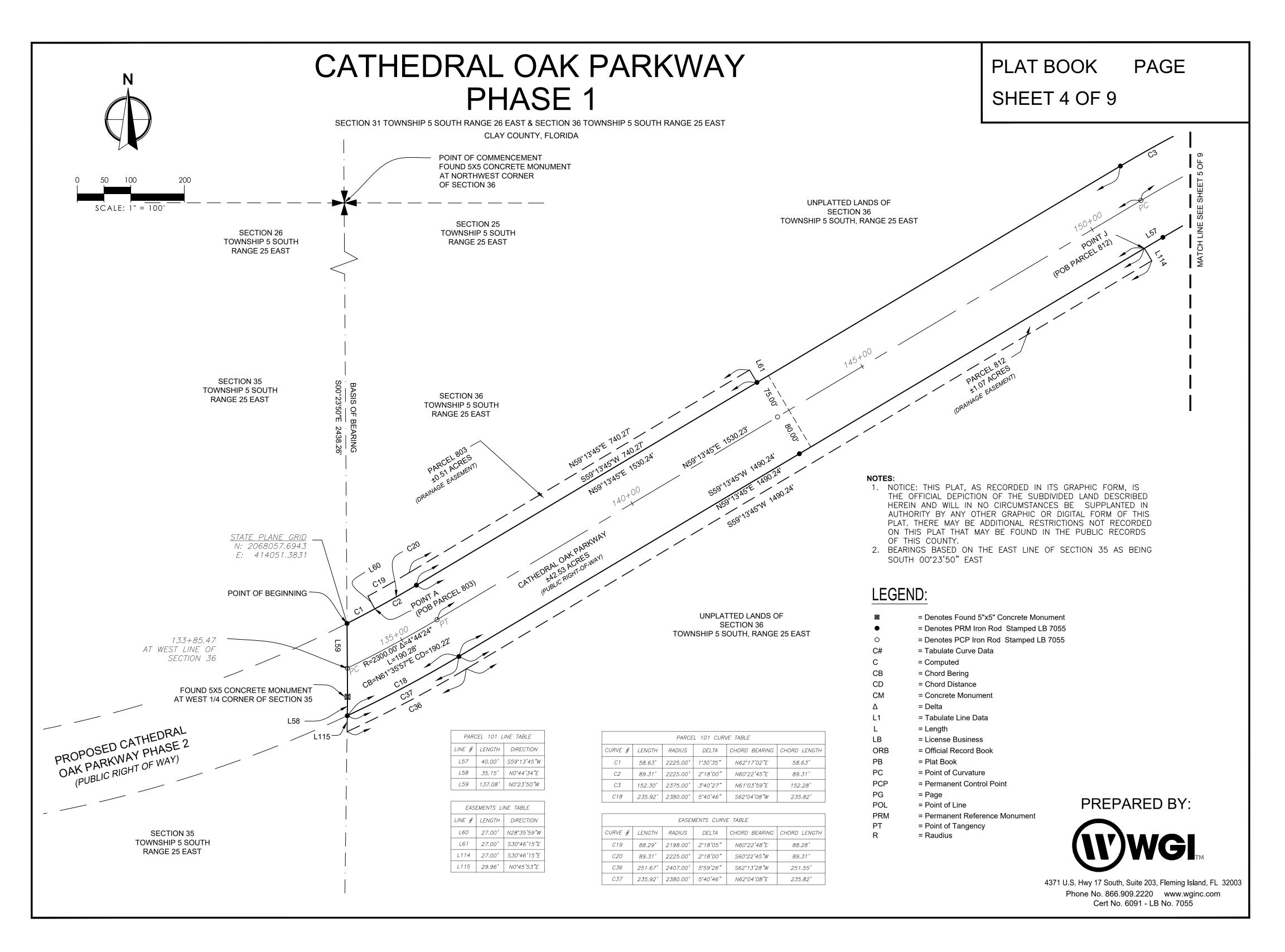
SIGNEI	D:						
PRINT	NAME:	ROBERT	BRANDT	WILSON	PLS		
FLORIE	DA REGI	STRATION	NO.: 46	90			
PRINT	∆DDRF9	SS. CLAY	COLINITY	BOARD	ΩF	COLINITY	COMMISSION

PRINT ADDRESS: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1366

GREEN COVE SPRINGS, FL 32043

PREPARED BY:

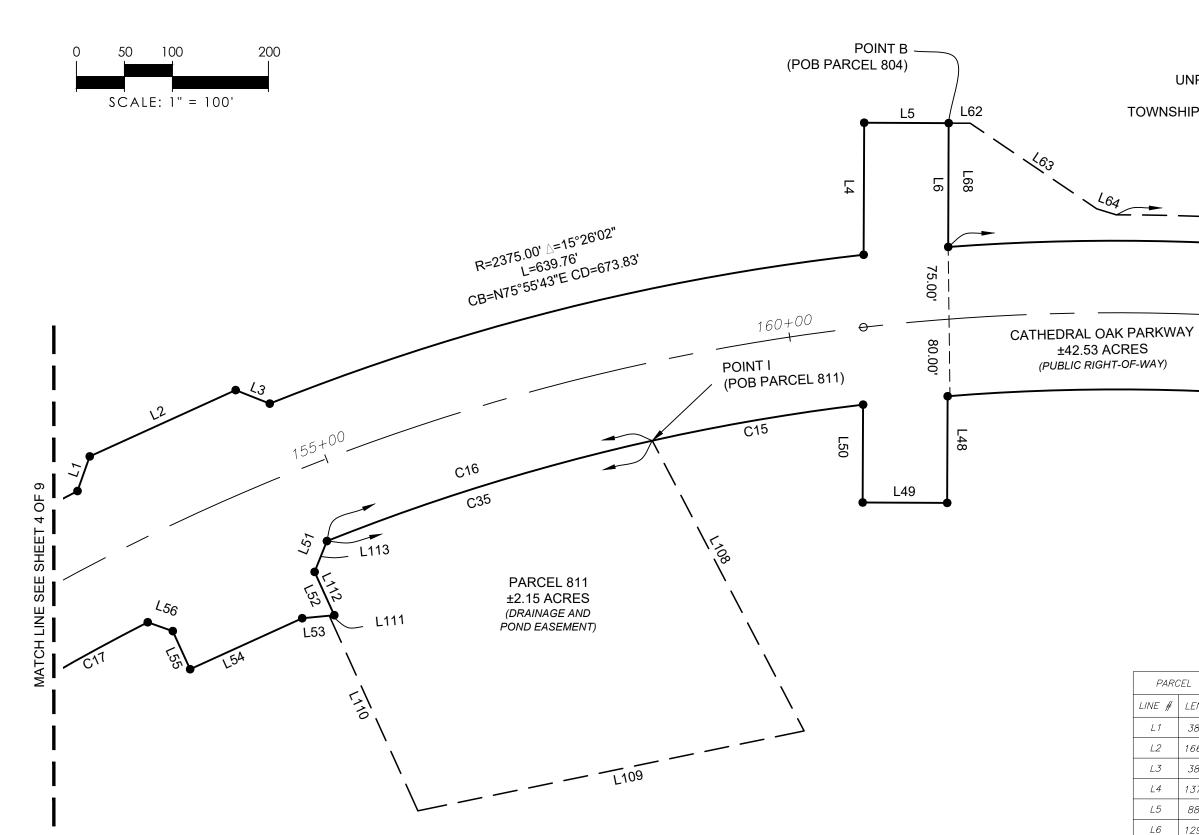




PLAT BOOK **PAGE** SHEET 5 OF 9

N71°59'11"W

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST CLAY COUNTY, FLORIDA



UNPLATTED LANDS OF SECTION 36 TOWNSHIP 5 SOUTH, RANGE 25 EAST

PARCEL 101 CURVE TABLE									
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH				
C4	921.69'	2375.00'	22°14'08"	S83*06'14"E	915.92'				
C15	222.87'	2220.00'	5°45'07"	S80°18'28"W	222.78'				
C16	355.06	2220.00'	9°09'50"	S72°50'59"W	354.68'				
C17	145.18	2220.00'	3°44'49"	S61°06'10"W	145.16'				

EASEMENTS CURVE TABLE									
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH				
C21	754.97	2402.00'	18°00'31"	S80°59'25"E	751.87'				
C22	921.69'	2375.00	22°14'08"	N83°06'14"W	915.92'				

PARO	CEL 101 L	INE TABLE
LINE #	LENGTH	DIRECTION
L1	38.20'	N19°24'41"E
L2	166.99	N65°33'27"E
L3	38.22	S68*19'36"E
L4	137.49	N0°13'32"E
L5	88.00'	S89*46'28"E
L6	129.00'	S0°13'32"W
L48	111.07'	S0*13'32"W
L49	88.00'	N89°46'28"W
L50	101.97	N0°13'32"E
L51	34.61	S21°45'05"W
L52	49.52'	S24°26'33"E
L53	33.58	S84°36'44"W
L54	128.26	S65°33'27"W
L55	43.56	N24°26'33"W
L56	27.71'	N70°36'15"W

UNPLATTED LANDS OF SECTION 36

TOWNSHIP 5 SOUTH, RANGE 25 EAST

165+00

R=2207.00' △=22°40'39" L=873.65' CB=N83°15'35"W CD=867.96'

±42.53 ACRES

EASEMENTS LINE TABLE							
LINE #	LENGTH	DIRECTION					
L62	22.40'	S89°46'28"E					
L63	159.16'	S55°55'05"E					
L64	21.28'	S72°50'57"E					
L68	129.00'	NO*13'32"E					
L108	341.21'	S27°36'38"E					
L109	410.78	S78*18'33"W					
L110	223.29	N24°26'33"W					
L111	5.29'	S84°36'44"W					
L112	49.52'	N24°26'33"W					
L113	34.61'	N21°45'05"E					

- 1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING SOUTH 00°23'50" EAST

LEGEND:

PARCEL 804 ±1.45 ACRES

(DRAINAGE EASEMENT)

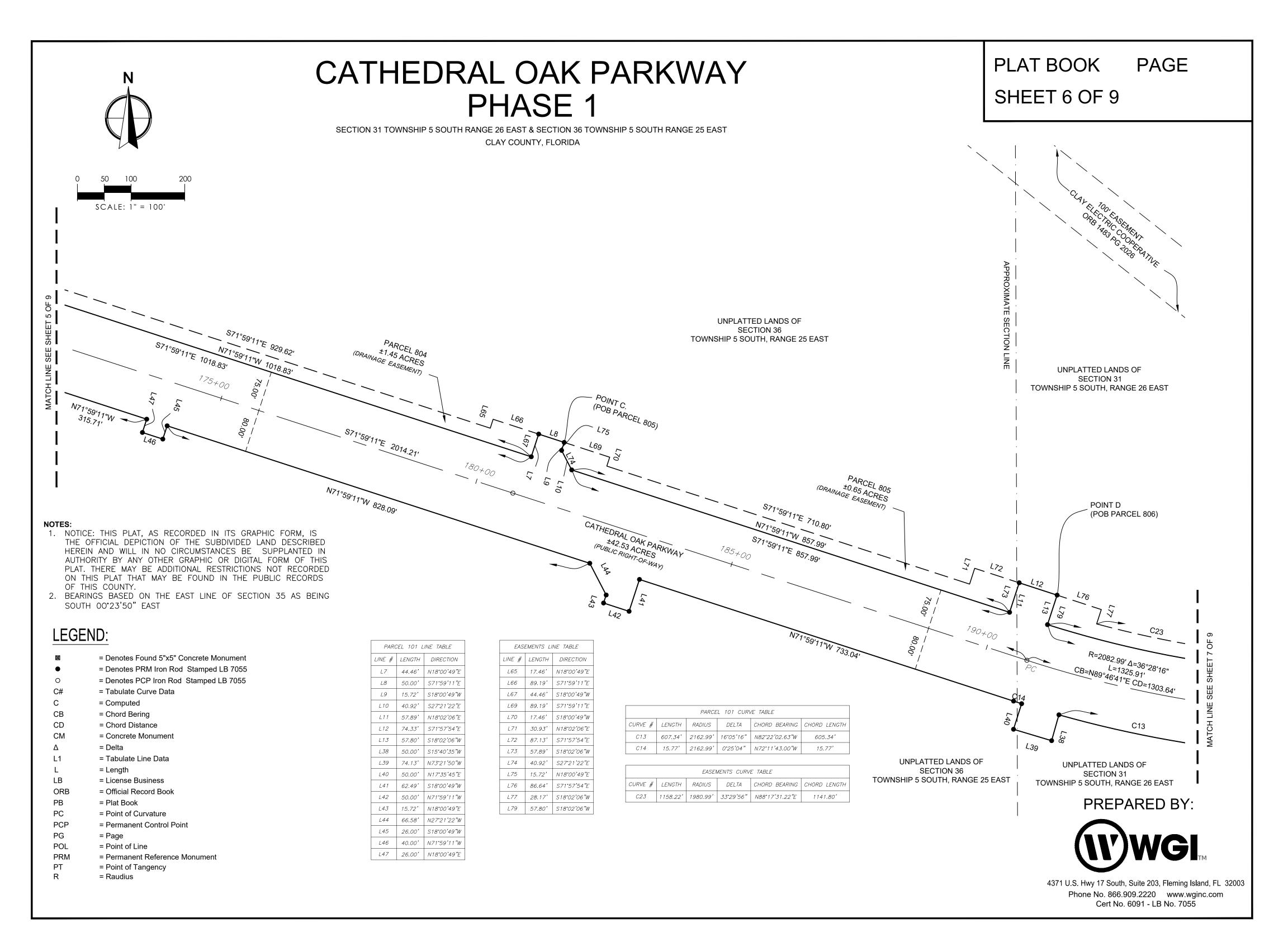
R=2300.00' Δ=48°47'04"

CB=S83°37'17"W CD=1899.71'

- = Denotes Found 5"x5" Concrete Monument
- = Denotes PRM Iron Rod Stamped LB 7055
- = Denotes PCP Iron Rod Stamped LB 7055
- = Tabulate Curve Data
- С = Computed
- CB = Chord Bering
- = Chord Distance CD
- CM = Concrete Monument = Delta
- = Tabulate Line Data
- L1
- = Length = License Business LB
- ORB = Official Record Book PΒ = Plat Book
- PC = Point of Curvature
- = Permanent Control Point
- PG = Page POL = Point of Line
- PRM = Permanent Reference Monument
- = Point of Tangency
- = Raudius

PREPARED BY:



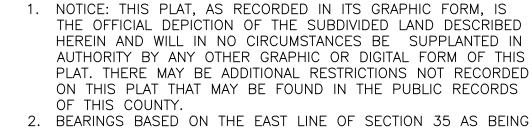


PLAT BOOK **PAGE** SHEET 7 OF 9

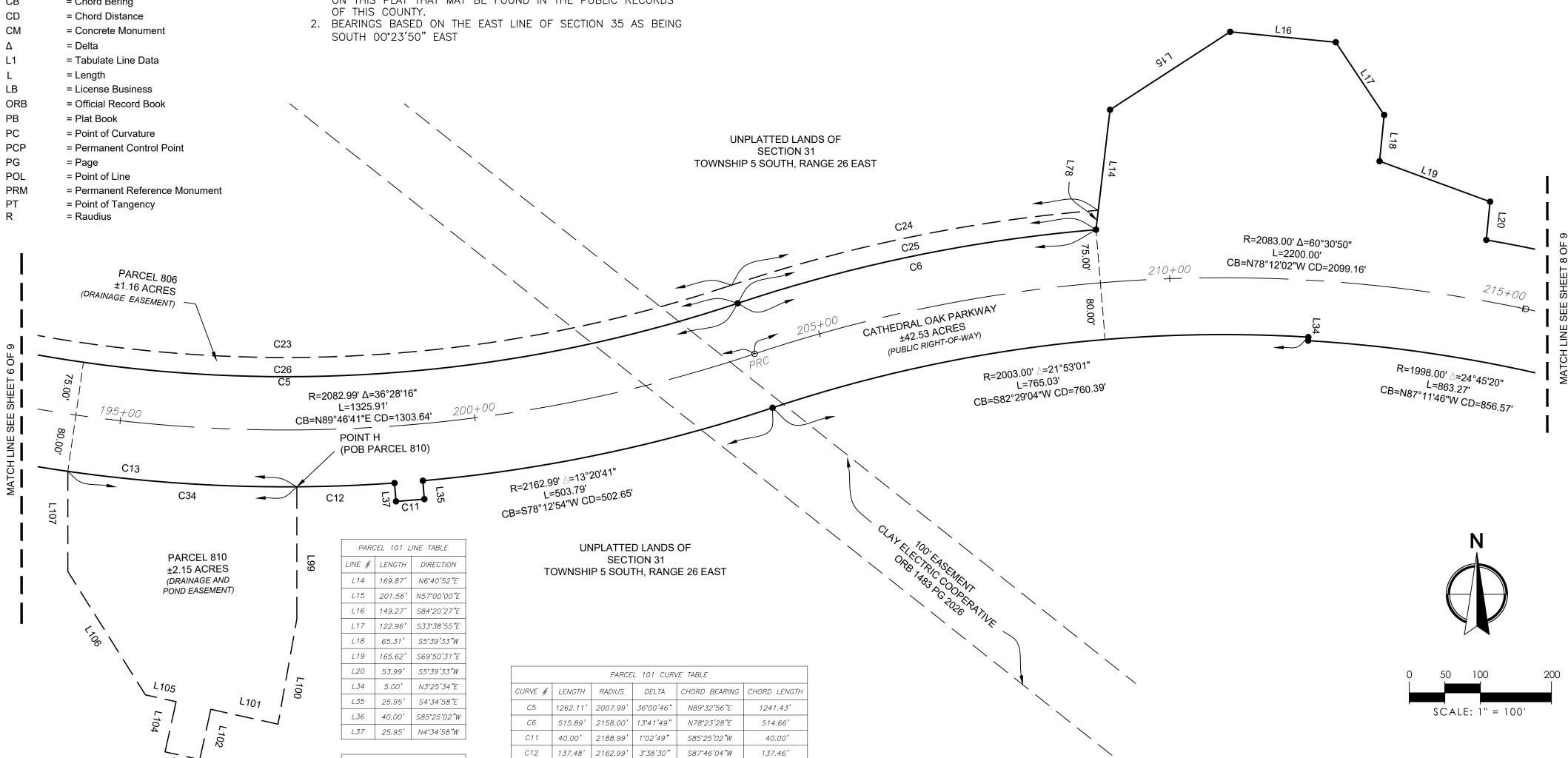
LEGEND:

SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST CLAY COUNTY, FLORIDA

= Denotes Found 5"x5" Concrete Monument = Denotes PRM Iron Rod Stamped LB 7055 = Denotes PCP Iron Rod Stamped LB 7055 C# = Tabulate Curve Data = Computed CB = Chord Bering = Chord Distance = Concrete Monument = Delta = Tabulate Line Data = Length = License Business = Official Record Book = Plat Book = Point of Curvature = Permanent Control Point = Page = Point of Line



NOTES:



EASEMENTS LINE TABLE LINE # LENGTH DIRECTION L99 | 185.63' | S0°00'00"E L100 | 150.70' | S10°08'52"W L101 | 96.81' | N77°33'15"W L102 72.35' S12°26'45"W L103 50.00' N77°33'15"W L104 72.35' N12*26'45"E

L105 44.28' N77°33'15"W

L106 205.07' N32°09'04"W

L107 | 140.97' | N0°00'00"E

EASEMENTS CURVE TABLE CURVE # | LENGTH | RADIUS CHORD BEARING | CHORD LENGTH 1158.22 1980.99 N88°17'31"E 1141.80' C24 | 527.81' | 2185.00' | 13°50'25" N78°27'46"E 526.52' S78°23'28"W | 515.89' | 2158.00' | 13°41'49" 514.66' C26 | 1262.11' | 2007.99' | 36°00'46" S89°32'56"W 1241.43' C34 323.32' 2162.99' 8°33'52" S86°07'44"E 323.02'

N82°22'03"W

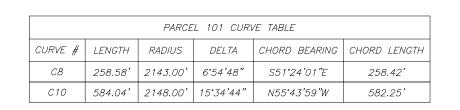
605.34

607.34' 2162.99' 16'05'16"

PREPARED BY:



SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST CLAY COUNTY, FLORIDA

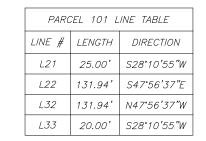


EASEMENTS CURVE TABLE								
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH			
C27	50.00'	2143.00'	1°20′13"	N54°11'19"W	50.00'			
C32	390.09'	2174.00'	10°16'51"	N56°03'58"W	389.56			
C33	471.85	2148.00'	12*35'10"	S57°13'46"E	470.90'			

R=2168.00' $A=18^{\circ}21'10''$ $CB=S70^{\circ}59'41''E\ CD=691.48'$

CB=N78°12'02"W CD=2099.16'

PLAT BOOK **PAGE** SHEET 8 OF 9



EASEMENTS LINE TABLE LINE # LENGTH DIRECTION

DAVID MITCHELL TRUSTEE 31-05-26-014456-000-00

L80 341.75' N35*48'41"E L81 | 160.43' | N52°08'28"W L82 | 231.72' | N22°08'28"W L83 268.93' N67*51'32"E L84 22.86' N19°47'30"E 50.00' S70°12'30"E L86 33.19' S19*47'30"W L87 411.30' S22°08'28"E L88 | 171.82' | S67°51'32"W 44.35' N52°08'28"W L90 | 339.96' | S35°48'41"W L97 25.89' N38*55'49"E

OWNER:

OWNER:

PARCEL ID:

SECTION 31

TOWNSHIP 5 SOUTH

RANGE 26 EAST

CB=N87°11'46"W CD=856.57' **ROBERT THOMPSON** PARCEL ID: 30' UTILITY EASEMENT 31-05-26-014456-003-00 ORB 4470 PAGE 2112 LEGEND: = Denotes Found 5"x5" Concrete Monument WCD A87.48, = Denotes PRM Iron Rod Stamped LB 7055 = Denotes PCP Iron Rod Stamped LB 7055 0 C# = Tabulate Curve Data UNPLATTED LANDS OF = Computed SECTION 31 TOWNSHIP 5 SOUTH, RANGE 26 EAST CB = Chord Bering CD = Chord Distance = Concrete Monument CM = Delta = Tabulate Line Data

PARCEL 807

±3.19 ACRES

(DRAINAGE AND POND EASEMENT)



SCALE: 1" = 100'

= Length

= Plat Book

= Point of Line

= Page

= Raudius

= License Business

= Official Record Book

= Point of Curvature

= Point of Tangency

= Permanent Control Point

= Permanent Reference Monument

LB

ORB

РΒ

PC

PCP

PG

POL

PRM

PT

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

UNPLATTED LANDS OF

SECTION 31 TOWNSHIP 5 SOUTH, RANGE 26 EAST

POINT E

(POB PARCE 807)

2. BEARINGS BASED ON THE EAST LINE OF SECTION 35 AS BEING

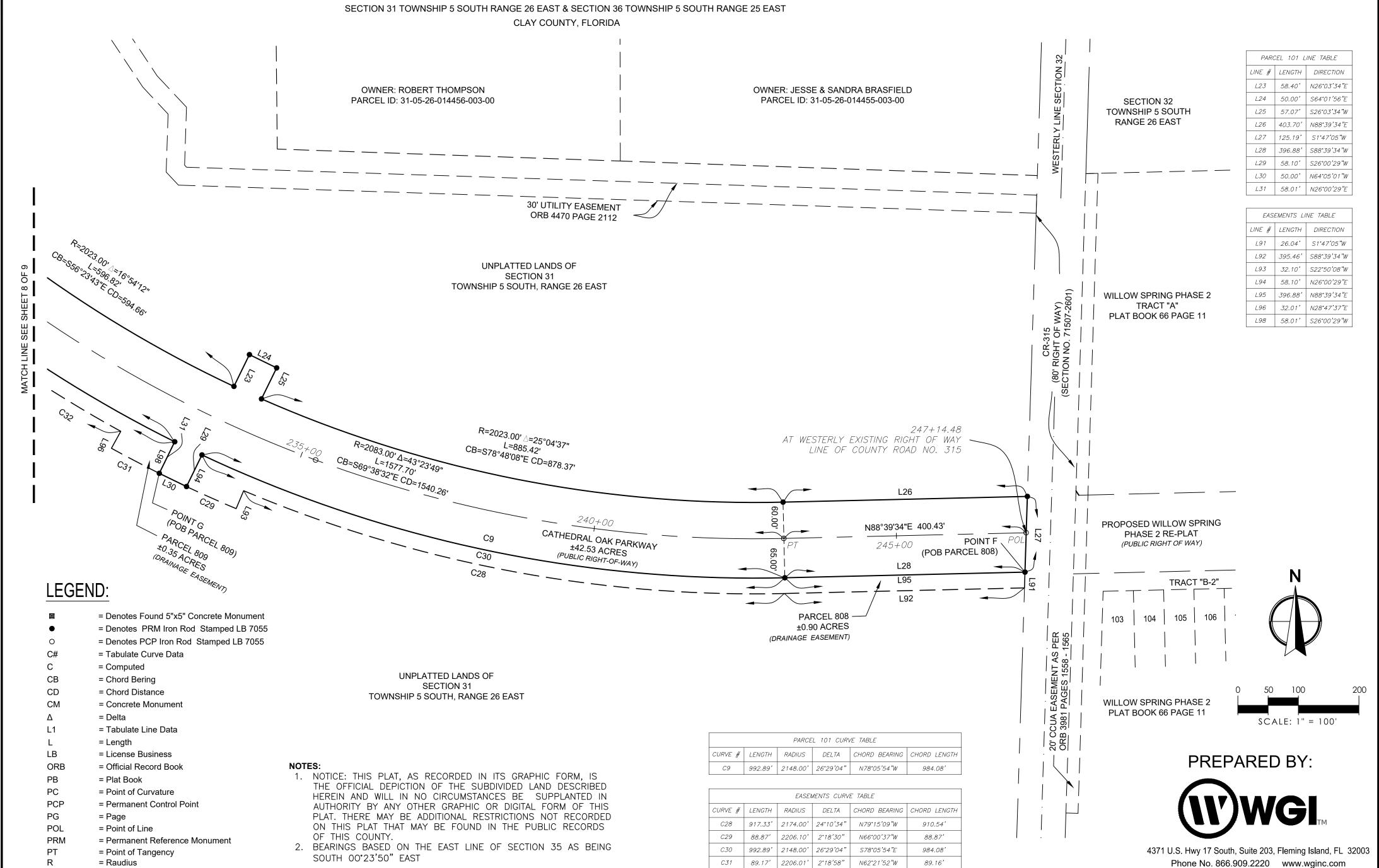
SOUTH 00°23'50" EAST

PREPARED BY:

CATHEDRAL OAK PARKWAY PHASE 1 SECTION 31 TOWNSHIP 5 SOUTH RANGE 26 EAST & SECTION 36 TOWNSHIP 5 SOUTH RANGE 25 EAST CLAY COUNTY, FLORIDA

PLAT BOOK PAGE SHEET 9 OF 9

Cert No. 6091 - LB No. 7055



N56°03'58"W

389.56

390.09' 2174.00' 10°16'51'

CAPTION

A PORTION OF PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD STAMPED "PRM LB 1704" AT THE INTERSECTION WITH NORTHWEST CORNER OF THE PLAT OF WILLOW SPRINGS PHASE 1 THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 56 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND THE EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315 (AN 80-FOOT RIGHT OF WAY PER STATE OF FLORIDA DEPARTMENT OF TRASNPORTATION RIGHT OF WAY MAPS, SECTION 71507-2601); THENCE NORTH 01° 47' 05" EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 315, A DISTANCE OF 974.42 FEET TO THE NORTHWEST CORNER OF TRACT "B-2" OF THE PLAT OF WILLOW SPRINGS PHASE 2, AS RECORDED IN PLAT BOOK 66, PAGE 11 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°47'05" EAST ALONG THE SAID EASTERLY EXISTING RIGHT OF WAY LINE OF COUNTY ROAD NO. 315, A DISTANCE OF 137.26 FEET; THENCE DEPARTING THE EASTERLY RIGHT OF WAY OF SAID COUNTY ROAD NO. 315, SOUTH 33'06'33" EAST A DISTANCE OF 8.70 FEET; THENCE NORTH 88°39'34" EAST A DISTANCE OF 365.79 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 895.00 FEET; THENCE THROUGH AN ANGLE OF 43°09'29", AN ARC DISTANCE OF 674.16 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 67'04'50" EAST, 658.33 FEET TO A NON-TANGENT LINE; THENCE SOUTH 44°29'55" EAST A DISTANCE OF 8.00 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 173.68 FEET TO POINT A; THENCE CONTINUE NORTH 45°30'05" EAST A DISTANCE OF 375.30 FEET; THENCE NORTH 44°24'25" WEST A DISTANCE OF 34.90 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 44°24'25" EAST A DISTANCE OF 34.90 FEET; THENCE NORTH 45°30'05" EAST A DISTANCE OF 250.44 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1,007.00 FEET; THENCE THROUGH AN ANGLE OF 7.44'52", AN ARC DISTANCE OF 136.17 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 49.25'15" EAST, 136.07 FEET TO A NON-TANGENT LINE; THENCE NORTH 06°43'58" EAST A DISTANCE OF 27.68 FEET; THENCE NORTH 38'56'48" WEST A DISTANCE OF 29.02 FEET TO A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 234.50 FEET; THENCE THROUGH AN ANGLE OF 32'37'04", AN ARC DISTANCE OF 133.50 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 55°15'20" WEST, 131.70 FEET TO THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD 315; THENCE NORTH 89°33'28" EAST ALONG SOUTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD 315, A DISTANCE OF 746.39 FEET; THENCE DEPARTING THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF SAID COUNTY ROAD 315, SOUTH 00°26'32" EAST A DISTANCE OF 35.02 FEET TO POINT B; THENCE SOUTH 89'32'45" WEST A DISTANCE OF 28.69 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 903.00 FEET; THENCE THROUGH AN ANGLE OF 44°02'40", AN ARC DISTANCE OF 694.15 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 67*31'25" WEST, 677.19 FEET; THENCE SOUTH 45*30'05" WEST A DISTANCE OF 115.47 FEET; THENCE SOUTH 44°24'25" EAST A DISTANCE OF 45.03 FEET; THENCE SOUTH 45°30'05" WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 44°24'25" WEST A DISTANCE OF 45.03 FEET; THENCE S 45°30'05" WEST A DISTANCE OF 702.17 FEET TO A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1007.00 FEET; THENCE THROUGH AN ANGLE OF 11°25'02", AN ARC DISTANCE OF 200.66 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 51°12'36" WEST, 200.33 FEET TO POINT C; THENCE CONTINUE ALONG CURVE HAVING A RADIUS OF 1007.00 FEET, THROUGH AN ANGLE OF 19°33'37", AN ARC DISTANCE OF 343.78 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 66°41'56" WEST, 342.11 FEET TO A NON-TANGENT LINE; THENCE SOUTH 60°36'11" EAST A DISTANCE OF 24.42 FEET TO THE NORTHERN BOUNDARY LINE OF THE SAID PHASE 2 PLAT; THENCE SOUTH 81'10'10" WEST ALONG THE SAID NORTHERN BOUNDARY LINE OF THE PLAT A DISTANCE OF 113.15 FEET; THENCE SOUTH 88'39'34" WEST ALONG THE SAID NORTHERN BOUNDARY LINE A DISTANCE OF 363.74 FEET TO THE EASTERLY RIGHT OF WAY OF SAID COUNTY ROAD NO. 315 AND THE POINT OF BEGINNING.

CONTAINING 7.04 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 813

A DRAINAGE AND POND EASEMENT LYING IN PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT A (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY); THENCE NORTH 44*29'55" WEST A DISTANCE OF 80.00 FEET; THENCE SOUTH 45*30'05" WEST A DISTANCE OF 176.50 FEET; THENCE NORTH 44*29'55" WEST A DISTANCE OF 8.14 FEET; THENCE NORTH 40*30'05" EAST A DISTANCE OF 8.14 FEET; THENCE NORTH 44*29'55" WEST A DISTANCE OF 125.00 FEET; THENCE NORTH 45*30'05" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTH 44*29'55" EAST A DISTANCE OF 125.00 FEET; THENCE NORTH 45*30'05" EAST A DISTANCE OF 45.47 FEET; THENCE SOUTH 89*29'55" EAST A DISTANCE OF 230.45 FEET; THENCE SOUTH 44*29'55" EAST A DISTANCE OF 123.27 FEET; THENCE SOUTH 45*30'05" WEST A DISTANCE OF 100.11 FEET; THENCE SOUTH 44*29'55" EAST A DISTANCE OF 80.00 FEET; THENCE SOUTH 45*30'05" WEST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

DRAINAGE AND POND EASEMENT CONTAINING 2.04 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 814

A DRAINAGE EASEMENT LYING IN PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT B (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY); THENCE SOUTH 00°27′15″ EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°32′45″ A DISTANCE OF 28.69 FEET TO A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 883.00 FEET; THENCE THROUGH AN ANGLE OF 32°13′07″, AN ARC DISTANCE OF 496.53 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 73°26′12″ WEST, 490.01 FEET TO A NON—TANGENT LINE; THENCE NORTH 32°40′22″ WEST A DISTANCE OF 20.00 FEET TO A NON—TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 903.00 FEET; THENCE THROUGH AN ANGLE OF 32°13′07″, AN ARC DISTANCE OF 507.77 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 73°26′12″ EAST, 501.11 FEET; THENCE NORTH 89°32′45″ EAST A DISTANCE OF 28.69′ TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.24 ACRES, MORE OR LESS.

TOGETHER WITH A PERPETUAL EASEMENT - PARCEL 815

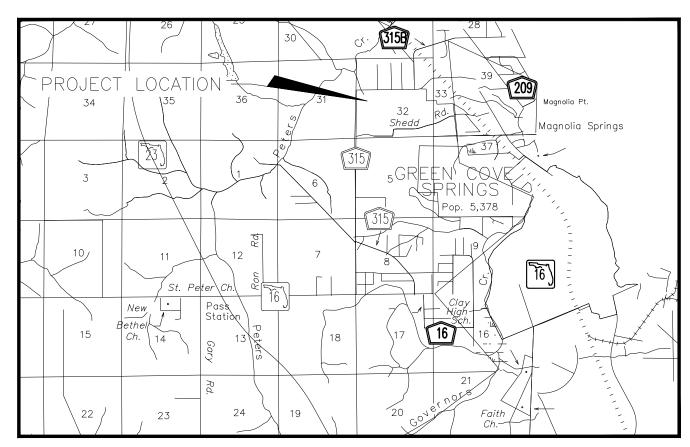
A DRAINAGE EASEMENT LYING IN PARCEL NO: 32-05-26-014462-000-00, LYING IN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SAID POINT C (AS DESCRIBED IN ABOVE LEGAL DESCRIPTION FOR CLAY COUNTY CATHEDRAL OAK PARKWAY); THENCE SOUTH 32°47'48" EAST A DISTANCE OF 21.16 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1100.00 FEET; THENCE THROUGH AN ANGLE OF 17°45'01" AN ARC DISTANCE OF 340.78 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 68°48'06" WEST, 339.42 FEET TO A NON-TANGENT LINE; THENCE NORTH 60°36'11" WEST A DISTANCE OF 10.58 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1007.00 FEET; THROUGH AN ANGLE OF 19°33'37", AN ARC DISTANCE OF 343.78 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 66°41'56" EAST, 342.11 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT CONTAINING 0.11 ACRES, MORE OR LESS.

WILLOW SPRINGS PHASE 2 TRACT A REPLAT

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST CLAY COUNTY, FLORIDA



VICINITY MAP

(NOT TO SCALE)

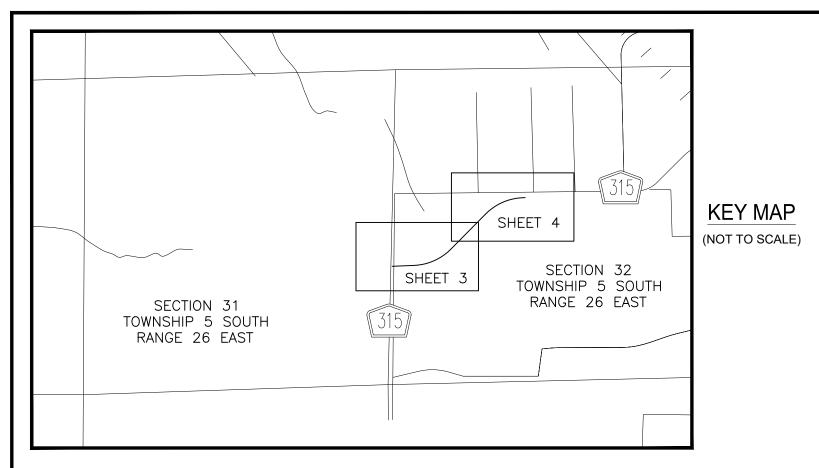
PLAT BOOK PAGE SHEET 1 OF 4

ENGINEER AND SURVEYOR

WGI, INC.
4371 U.S. HWY 17 SOUTH, SUITE 203
FLEMING ISLAND, FL 32003

PREPARED BY:





COUNTY COMMISSIONER'S APPROVAL

EXAMINED AND APPROVED THIS _____ DAY OF _____ 2022, BY THE BOARD OF COUNTY COMMISSIONERS, CLAY COUNTY, FLORIDA. TARA S GREEN. CHAIRMAN OF THE BOARD CLAY COUNTY CLERK AND COMPTROLLER, EX OFFICIO CLERK TO THE BOARD COUNTY ENGINEER APPROVAL APPROVED THIS _____, DAY OF _____, 2022

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND IT COMPLIES IN FORM WITH PART II OF CHAPTER 177, FLORIDA STATUTES, AND IS FILED FOR RECORD IN PLAT BOOK ____, PAGES ____ THROUGH ____, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA THIS ____ DAY OF _____, 2022.

CLERK OF THE CIRCUIT COURT

COUNTY ENGINEER

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICE APPROVAL

APPROVED THIS _____, 2022

SURVEYOR AND MAPPER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS ("P.R.M.'S") AND MONUMENTS ACCORDING TO SECTION 177.091(9). FLORIDA STATUTES, HAVE BEEN PLACED AS REQUIRED BY LAW: AND FURTHER. THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF CLAY COUNTY, FLORIDA.

THIS		DAY	OF	,	2022
------	--	-----	----	---	------

RYAN KETT, PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE NO. LS 7113

WILLOW SPRINGS PHASE 2 TRACT A REPLAT

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST

CLAY COUNTY, FLORIDA

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT PETERS CREEK INVESTMENTS, LLP, A FLORIDA LIMITED LIABILITY PARTNERSHIP UNDER THE LAWS OF THE STATE OF FLORIDA, HEREINAFTER "DEDICATOR", IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED. THIS PLAT BEING MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THOSE LANDS.

PLAT BOOK

SHEET 2 OF 4

PAGE

ALL OF CATHEDRAL OAK PARKWAY, A PUBLIC RIGHT OF WAY IS HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS.

PERPETUAL EASEMENTS AS SHOWN ON THE PLAT, ARE HEREBY IRREVOCABLY DEDICATED TO CLAY COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, AND ARE SUBJECT TO THE FOLLOWING COVENANTS WHICH SHALL RUN WITH THE LAND.

THE EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTING, DRAINING, RETAINING, DETAINING AND CONVEYING STORMWATER IN, OVER, UNDER, UPON AND THROUGH THE EASEMENT PROPERTY, TOGETHER WITH THE RIGHT TO ACCESS, OBSERVE, INSPECT, OPERATE, MAINTAIN, CONSTRUCT, IMPROVE AND REPAIR IMPROVEMENTS, I.E., DRAINAGE DITCHES, PIPES AND ASSOCIATED DRAINAGE PONDS AND STRUCTURES, MODIFYING THE ELEVATION WITH THE RIGHT TO CONSTRUCT, GRADE, EXCAVATE AND/OR ADD FILL MATERIAL (COLLECTIVELY, THE "DRAINAGE IMPROVEMENTS"), IN, OVER, UNDER, UPON AND THROUGH THE EASEMENT PROPERTY. CLAY COUNTY SHALL HAVE EXCLUSIVE USE AND CONTROL OF THE EASEMENT PROPERTY AND SHALL, AT ITS SOLE COST AND EXPENSE, CONSTRUCT, MAINTAIN, REPAIR AND OPERATE DRAINAGE IMPROVEMENTS WITHIN THE EASEMENT PROPERTY IN ACCORDANCE WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS, AND PERMITS.

THE EASEMENTS SHALL PERMIT CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE INTO SAID PONDS AND FILTRATION SYSTEMS WHICH THESE EASEMENTS TRAVERSE, ALL WATER WHICH MAY FALL OR COME UPON THE PUBLIC RIGHT OF WAY HEREBY DEDICATED, TOGETHER WITH ALL SOIL, NUTRIENTS, CHEMICALS AND ALL OTHER SUBSTANCE WHICH MAY FLOW OR PASS FROM SAID RIGHT OF WAY, FROM ADJACENT LAND OR FROM ANY OTHER SOURCE OF PUBLIC WATERS INTO OR THROUGH SAID PONDS AND FILTRATION SYSTEMS WITHOUT ANY LIABILITY WHATSOEVER ON THE PART OF CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS FOR ANY DAMAGE, INJURIES OR LOSSES TO PERSONS OR PROPERT RESULTING FROM THE ACCEPTANCE OR USE OF THESE EASEMENTS BY CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS.

DEDICATOR SHALL HAVE THE RIGHT TO ELECT TO CONNECT TO, ALTER OR EXPAND THE SIZE AND CAPACITY OF ANY DRAINAGE IMPROVEMENTS WITHIN THE BOUNDS OF THE EASEMENT PROPERTY. IF DEDICATOR MAKES SUCH ELECTION, ALL SUCH JOINT USE STORMWATER PONDS, DRAINAGE EASEMENTS AND RELATED IMPROVEMENTS ("JOINT USE PONDS") SHALL BE DESIGNED AND CONSTRUCTED AT DEDICATOR'S SOLE EFFORT, COST AND EXPENSE, SHALL MEET THE OPERATIONAL AND MAINTENANCE NEEDS OF THE COUNTY, SHALL NOT INFRINGE UPON OR INTERFERE WITH THE COUNTY'S PERMITTED CAPACITY FOR FUTURE USE, AND SHALL BE PROCESSED WITH THE COUNTY IN ACCORDANCE WITH APPLICABLE LAWS, CODES, RULES, REGULATIONS AND PERMITS. ALL SUCH JOINT USE PONDS SHALL THEREAFTER BE OPERATED, MAINTAINED, IMPROVED AND REPAIRED AT DEDICATOR'S SOLE EFFORT COST AND EXPENSE IN A GOOD AND WORKMANLIKE MANNER, WITH REASONABLE CARE, IN ACCORDANCE WITH APPLICABLE LAW. DEDICATOR'S OBLIGATIONS CONCERNING JOINT USE PONDS SPECIFICALLY DO NOT PREEMPT THE COUNTY'S RIGHTS WITH REGARD TO ANY SUCH PONDS. THE EASEMENTS, AS SHOWN ON THE PLAT, MAY BE RELEASED BY MUTUAL CONSENT OF THE DEDICATOR AND CLAY COUNTY WITHOUT A REQUIREMENT TO REPLAT PROVIDED SUCH RELEASE IS RECORDED IN THE PUBLIC RECORDS OF CLAY COUNTY.

CLAY COUNTY, ITS SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE NOR RESPONSIBLE FOR THE CREATION, OPERATION, FAILURE OR DESTRUCTION OF WATER LEVEL CONTROL EQUIPMENT WHICH MAY BE CONSTRUCTED OR INSTALLED BY THE DEDICATOR OR ANY OTHER PERSON WITHIN THE AREA OF THE LANDS HEREBY PLATTED, OR OF THE EASEMENTS SHOWN ON THIS PLAT, BUT SHALL HAVE THE RIGHT TO MODIFY THE EXISTENCE OF DRAINAGE IMPROVEMENTS AND ANY JOINT USE PONDS AND THAT WHICH RETAINS IT TO EFFECT ADEQUATE DRAINAGE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO REMOVE ANY WATER LEVEL CONTROL STRUCTURES OR ANY PART THEREOF. THE DEDICATOR, AS OWNER OF THE LANDS DESCRIBED AND CAPTIONED HEREON, SHALL INDEMNIFY CLAY COUNTY AND SAVE IT HARMLESS FROM SUITS, ACTION, DAMAGES AND LIABILITY AND EXPENSE IN CONNECTION WITH LOSS OF LIFE. BODILY OR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE DRAINAGE IMPROVEMENTS OR ANY JOINT USE PONDS DESCRIBED ABOVE, OR ANY PART THEREOF, OCCASIONED WHOLLY OR IN PART BY ANY ACT OF OMISSION OF THE DEDICATOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, SERVANTS, LICENSEES OR CONCESSIONAIRES. THIS INDEMNIFICATION SHALL RUN WITH THE LAND AND THE ASSIGNS OF THE DEDICATOR AND SHALL BE SUBJECT TO IT.

TRACTS A-1 AND A-2 (FUTURE DEVELOPMENT) ARE HEREBY RETAINED BY PETERS CREEK INVESTMENTS, LLP.

PETERS CREEK INVESTMENTS, L.L.P., A FLORIDA LIMITED LIABILITY PARTNERSHIP BY: DEVELOPERS THREE INC., A FLORIDA CORPORATION	WITNESS	WITNESS
BY: GERALD R. AGRESTI, PRESIDENT	PRINT NAME	PRINT NAME

STATE OF FLORIDA, CLAY COUNTY

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS ___ DAY OF ______, 2022, BY GERALD R. AGRESTI AS AN AUTHORIZED SIGNER OF PETERS CREEK INVESTMENTS, LLP, WHO IS [] PERSONALLY KNOWN TO ME OR HAS PRODUCED _______ AS IDENTIFICATION.

IY COMMISSION EXPIRES:	
	SIGNATURE

(PRINTED NAME) - NOTARY PUBLIC

(SEAL)

SURVEYOR AND MAPPER'S CERTIFICATE

THE UNDERSIGNED SURVEYOR CERTIFIES THAT HAS REVIEWED THIS PLAT ON BEHALF OF CLAY COUNTY, FLORIDA IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 177.081 (1), FLORIDA STATUTES (1998), AND HAS DETERMINED THAT SAID PLAT CONFORMS WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, THE UNDERSIGNED DID NOT PREPARED THIS PLAT. THIS CERTIFICATE IS MADE AS OF THE _____, 2022.

PRINT NAME: ROBERT BRANDT WILSON PLS

FLORIDA REGISTRATION NO.: 4690

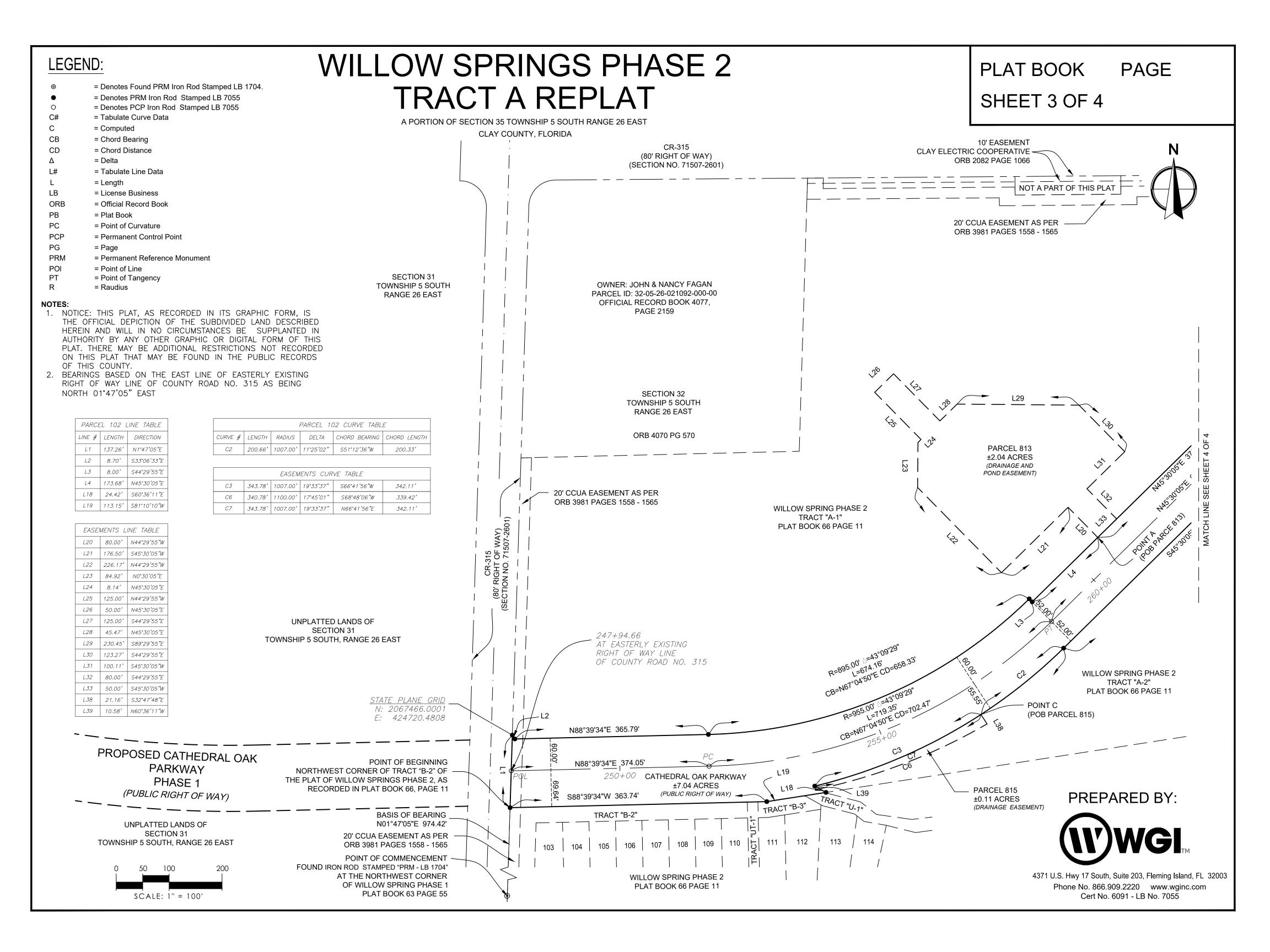
PRINT ADDRESS: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

P.O. BOX 1366

GREEN COVE SPRINGS, FL 32043

PREPARED BY:





WILLOW SPRINGS PHASE 2 TRACT A REPLAT

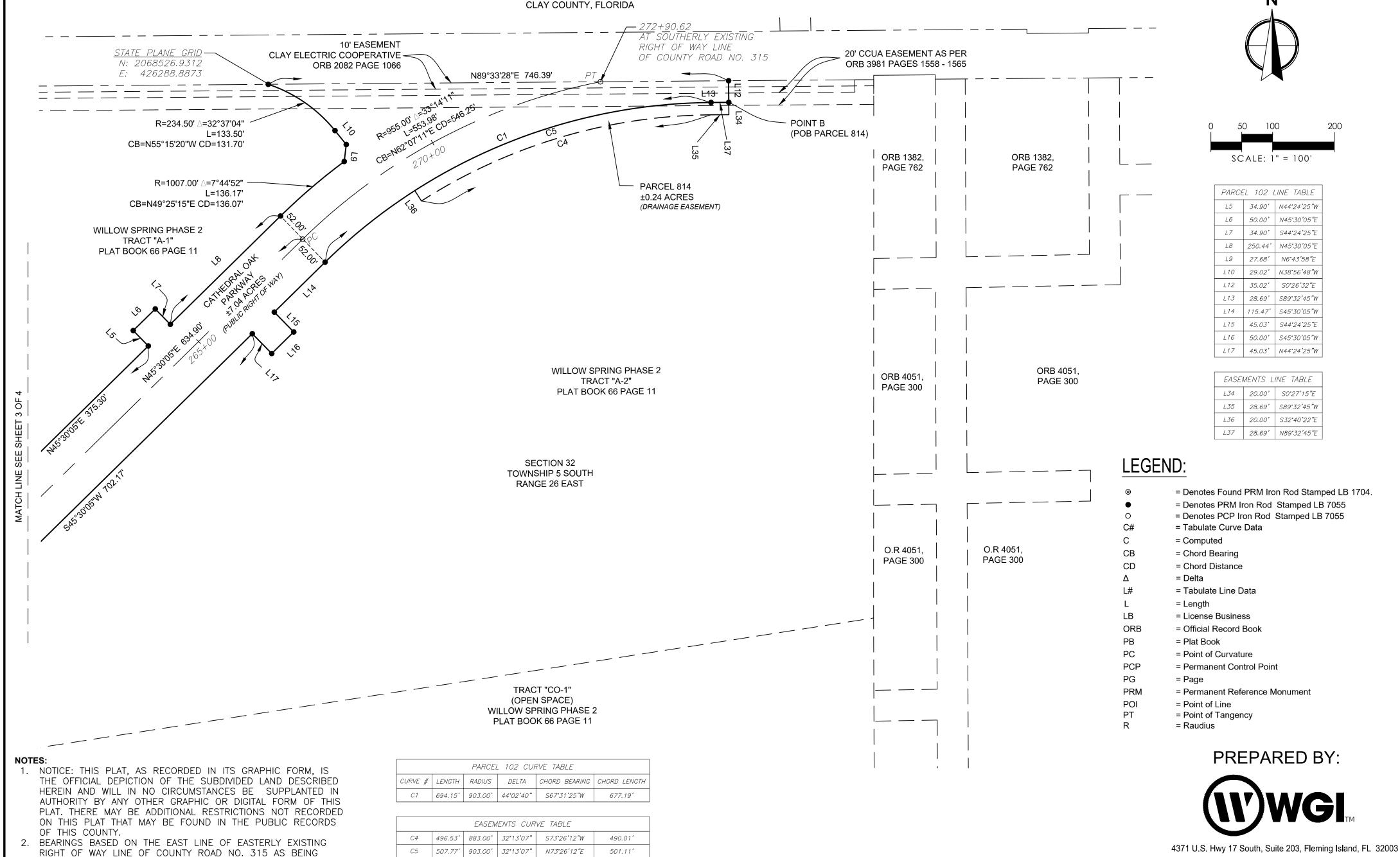
PLAT BOOK PAGE SHEET 4 OF 4

Phone No. 866.909.2220 www.wginc.com

Cert No. 6091 - LB No. 7055

A PORTION OF SECTION 35 TOWNSHIP 5 SOUTH RANGE 26 EAST

NORTH 01°47'05" EAST





Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

TO: BCC	DATE:
FROM: Nelson Anderson	
SUBJECT:	
AGENDA ITEM TYPE:	

BACKGROUND INFORMATION:

This drainage easement and pond is maintained by the HOA. The HOA has agreed to the pool construction and easement release.

ATTACHMENTS:

	Description	Type	Upload Date	File Name
D	application, letter, and map	Cover Memo	5/16/2022	DOC050622- 05062022135259- 1ADA.pdf

REVIEWERS:

Department Reviewer		Action	Date	Comments
Public Works	Streeper, Lisa	Approved	5/18/2022 - 1:46 PM	Item Pushed to Agenda



Clay County Department of Economic and Development Services Easement Release Application

IMS# OT#

	Owney and Barrel	Information					
	Owner and Parcel						
Edward P. Mur Owner Name: & Cynthia Roland	ray Jr. Murray Address:	2509 Sunny C	rcek Drive	Fleming Island FL 32003			
Parcel ID: Lot	37 Subdivision Na	me: Spring Cr	eek at Eag	le Harbor			
Parcel ID: Lot 37 Subdivision Name: Spring Creek at Eagle Harbor Plat Book 42 904-626-3411 epmarteeth & bell south. net Subdivision Plat-Book and Page: pages 28-36 Phone: 904-859-9757 Email: Roland cindy 1 @ comcest. net							
Applicant Request							
Please Describe Your Request: portion of house to querage size	spectfully re the draina allow the e pool and	questing the ge easemen construction paver stone	e release of the behind of a sma decking. Then	f q our Il to k you.			
Harbor according	' drainage easement Log to the plat thereof as the public records of C	recorded in Plat Book	(42, pages				
	Attachm	ents					
1 electronic copy of the current survey an * Required only if applicant is unable to pro		\$250.00 Fee 1	Paper copy of current d	eed and survey*			
	Owners Af	idavit					
I hereby affirm that I am the lawful owner of the been given or expressed are accurate and true				etc., that have			
Same P Mayl.		word P. Hurray	1				
Signature	Print Name:	Afrig Kolund	Milla Date: 1	27.72			
<u> </u>	Official	Use					
Datè Received:	Engineering and Publ	c Works Approval	Zoning Approval				
- Lips	ву:	Ву	:				

March 1, 2022

Department of Development Services P.O. Box 1365 Green Cove Springs, FL 32043

RE: Edward P Murray and Cynthia Roland Murray 2509 Sunny Creek Dr. Fleming Island, FL 32003 Black Creek at Eagle Harbor in Spring Creek at Eagle Harbor, Lot #37

Dear Board of County Commissioners,

We are requesting release of easement to build a pool in our backyard. We are requesting the release of 12ft of the 25ft drainage easement that runs behind our house. This would allow us to have a small pool and patio that would extend from each side of the house without going past the house footprint on either side.

I have included the following:

- 1) Current Survey (3 copies)
- 2) Survey showing the pool platted
- 3) Easement release application
- 4) Corporate Warranty Deed
- 5) Application fee \$250 check

Thank you for your time and assistance. We can be reached at (904) 626-3411 or epmdrteeth@bellsouth.net

Thank you for considering our request,

Muy Pilling

Edward P Murray and Cynthia Roland Murray

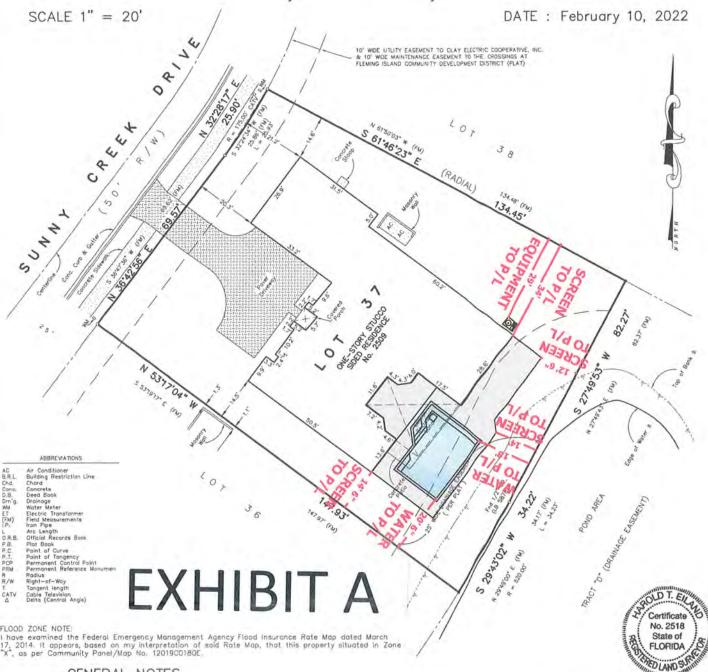
MAP SHOWING BOUNDARY SURVEY OF

LOT

SPRING CREEK AT EAGLE HARBOR

ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42 PAGES 28 THRU 36 OF THE PUBLIC RECORDS OF CLAY COUNTY. FLORIDA.

> CERTIFIED TO: Edward P. Murray, Jr. Cynthia Roland Murray



GENERAL NOTES

- 1. Bearings shown hereon are based on the record bearing of S 36'42'56" W for the centerline of Sunny Creek Drive, as per P.B. 42, pgs. 28 36 of the public records of Clay County, Florida.
- 2. This survey was based on documents provided and was not abstracted for easements, covenants or restrictions, title, overlaps, or other matters of records, or matters unrecorded by this surveyor.

 3. Underground utilities serving or crossing this property have not been located or shown.

 4. Easements shown hereon are for drainage

and utilities unless noted otherwise.

This survey depicts visible improvements only; no underground improvements or footings were located.

LEGEND

Found Concrete Monument Found 1/2" Iron Pipe (MEM) Set 1/2" Iron Pipe (LB 1381) 0 Fence Powerline/Pole and Anchor

Telephone Line Cable T/V Line Concrete Air Conditioner Pad Concrete Elec. Transformer Pad Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Harold T. Eiland 2518 License No. LS

Eiland & Associates, Inc.
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1381
615 Blanding Boulevard
Orange Park, Florida 32073 Telephone 904-272-1000



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

TO: Finance & Audit Committee DATE: 5/9/2022

FROM: Karen Smith, Administrative & Contractual Services

SUBJECT:

- 1) Approval to accept staff's evaluation and award RFP No. 21/22-33, CDBG Junk/Debris Removal to 904 Junk Removal company at the unit prices submitted in the proposal. Approval will be effective after 72 hour period for protest has expired.
- 2) Additional approval of the accompanying Agreement with 904 Junk Removal at the specified rates listed in Attachment B. Services under this Agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.
 - 1. 904 Junk Removal = 88.66
 - 2. Conner Construction and Demolition = 84

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Services under this RFP are related to the CDBG Entitlement Funding Program and provides for junk and debris removal for approved applicants. Individual task will be assigned by task order/purchase orders utilizing the fees listed within the Agreement. This program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development.

A committee consisting of the Community Services Director, Grants Manager, and Code Enforcement Secretary has performed the evaluation and ranking. 904 Junk Removal provided the lowest unit cost for all items.

The RFP was sent to 19 companies with 2 responses received.

Is Funding Required (Yes/No):

If Yes, Was the item budgeted

(Yes\No\N/A): Yes

Yes

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

Account # FD1065-CC1233-PRJ100378-GR010074-

Amount - Based on unit prices as

SC583000 needed

Sole Source (Yes\No):

Advanced Payment

No

(Yes\No):

No

ATTACHMENTS:

Upload Description Type Date

File Name

Junk-

Cover bid information Memo

5/19/2022

RFP 212233 junk debris removal-1ada.pdf

Cover Agreement

5/19/2022 Memo

Debris Removal Agreement 904 Junk removalada.pdf

REVIEWERS:

Department Reviewer

Action

Date

Comments

Budget Office

Streeper, Lisa

Approved

5/18/2022 - 1:58 PM

Item Pushed to Agenda

BID RECOMMENDATION

RFP No. 21/22-33, CDBG - Junk/Debris Removal

BIDDERS	BID TOTAL		
904 Junk Removal	see attached unit prices		
Connor Construction and Demolition	see attached unit prices		
	-		
	-		
	-		
	-		
Staff Assigned to Tabulate Bids and Make Recomm	endations:		
NAME	TITLE		
Victoria Hapner	Community Services Director		
Megan Mosley	Grants Manager		
Heather Ross	Code Enforcement Secretary		
FUNDING SOURCE: CDBG Fund / CDBG 21-	DBG 21-27 / Other Aids (Individuals)		
RECOMMENDATION:			
Recommendation to award to 904 Junk Remove	al		

If only one bid is received, state reason why accepted and not re-bidding:

SUMMARY SHEET FOR RANKING OF PROPOSALS

CLAY COUNTY BOARD OF COMMISSIONERS

RFP No. 21/22-33, CDBG – JUNK/DEBRIS REMOVAL

VENDORS	Rater 1 TOTAL	Rater 2 TOTAL	Rater 3 TOTAL	TOTAL	AVERAGE	RANK
904 Junk Removal	94	84	88	266	88.66	1
Conner Construction and Demolition	80	85	87	252	84	2

Rater 1: Community Services Director Rater 2: Grants Manager Rater 3: Code Enforcement Secretary

Approved: Purchasing Division Donna Fish Date: 5/9/2022

RFP REVIEW RFP #21/22-33, CDGB - Junk/Debris Removal

Brief Item Description:	904 Junk Removal	Conner Construction and Demolition
Contractor/Staff Qualifications (25 Point Question)	21	24
Availability of Contractor/Staff (20 Point Question)	17.66	18
Similar/Related Experience (20 Point Question)	19.66	15.67
Price Proposal (20 Point Question)	19	12
Equipment (15 Point Question)	11.33	14.33
TOTAL SCORE:	88.66	84
88.66 904 Junk Removal		
84 Conner Construction and Demolition		

COMPARISON RFP NO. 20/21-33, DCBG - Junk/Debris Removal

			904 Junk Removal	Conner Construction
ITEM#	ITEM DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE
1	Municipal Solid Waste	TN	\$200.00	\$450.00
2	White Goods	TN	\$200.00	\$375.00
3	Yard Trash	TN	\$180.00	\$375.00
4	Waste Tires	TN	\$400.00	\$820.00
5	Construction & Demolition Debris	TN	\$180.00	\$375.00
6	Fill Dirt	CY	\$200.00	\$16.50
		TOTAL:	\$1,360.00	\$2,411.50

BID NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL PRICE SHEET

PRICES PER TON BELOW INCLUDE COLLECTION, HAULING AND DISPOSAL

1) Municipal Solid Waste (Price Per Ton): \$ 200 00
2) White Goods (Price Per Ton): \$ 200 5
3) Yard Trash (Price Per Ton): \$ 1800.
4) Waste Tires (Price Per Ton): \$ 400°
5) Construction and Demolition Debris (Price Per Ton): \$ 180
6) Fill Dirt (Price Per CY): \$ 200°
Total of $(1-6)$ above: $$1360^{60}$
Above prices shall serve as a guideline. The County reserves the right to negotiate additional items as needed per project.
Total Bid (in words): Thirteen Hundred Sixty Dollers
CONTRACT EXECUTION INFORMATION:
COMPANY NAME: 904 Junk Removal
DESIGNATED SIGNEE: Zach DeCistoforo
MAILING ADDRESS: 459 Charles Pindling St
Orange Park FC 32073
EMAIL: 904 junk removale gmail, con

BID NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL

CORPORATE DETAILS:

Failure to complete all	fields may resu	It in your bid being rejected as non-responsive.
COMPANY NAME:	904 30	nk Removal
ADDRESS:	459 C	harles Pindling St
		Park FC 32073
TELEPHONE:	904-5	798 -4114
FAX #:		/ A
E-MAIL:	904 jun	Cremovele gmoil.com
Name of Person submit	tting Bid: Z	Each DeCristoforo
	Title:)wher
5	Signature:	
		21 April 22
	-	
ADDENDA ACKNO)WLEDGME	NT:
Bidder acknowledges	receipt of the	e following addendum:
Addendum No	_ Date:	Acknowledged by:
Addendum No	_ Date:	Acknowledged by:
Addendum No	_ Date:	Acknowledged by:
Addendum No	_ Date:	Acknowledged by:

Contractor and Staff Qualifications

David Conner, Owner Operator and Laborer

Registered General Contractor RG291103652, Equipment Operator for over 20 Years Qualifying agent on over two hundred (200) Demolition and debris cleanup projects in Northeast Florida Since 2018. These included interior demolition and debris projects from selective interior projects to complete building demolition projects.

Steve Gadient, Operator and Laborer

Over forty (40) years operating equipment, driving trucks, grading jobsites Lead operator on our projects and assisted in all of the above projects.

Darren Poulus, Operator, Laborer

Clay High Graduate

Provided ground support and operator functions on the majority of the projects listed above.

Availability of Contractor/Staff

David Conner (904) 810-8615 and the staff at Conner Construction and Demolition maintain an amount of work so that we can adequately serve our projects. This project would fit our schedule nicely and we would be able to staff it to meet or exceed the Clay County Board of County Commissioner's schedule. We own all of our equipment and all of our trucks, dump trucks and trailers. We are not dependent on someone else to perform the work, load the material or get it to Rosemary Hill Landfill. We are not dependent on financing and can cover the costs of all of this work including the landfill fees without securing financing or renting anything.

Experience

We have permitted more demolition projects in Clay County over the last three (3) years than any other. While this is not a pure demolition project, the tasks are very similar. We have a lot of experience with interior demolition projects that result in manual labor to get the items out of the structure and into a container. More times than not a demolition project results in cleaning the yard and sheds of debris, yard waste, junk vehicles, etc. This rounded experience will be a great asset for our team on this project.

Price

1) Municipal Solid Waste (Price Per Ton): \$450/Ton

2) White Goods (Price Per Ton): \$375/Ton

3) Yard Trash (Price Per Ton): \$375/Ton

4) Waste Tires (Price Per Ton): \$820/Ton

5) Construction and Demolition Debris (Price Per Ton): \$375

6) Fill Dirt (Price Per CY): \$16.50

Total of (1 - 6) above: \$2,411.50

BID NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL

CORPORATE DETAILS:

Failure to complete	all fields may resul	t in your bid being rejected as non-responsive.
COMPANY NAME	Conne	Construction & Democition
ADDRESS:	4839	i Huy 17 SOUTH
	Gree	en Love Springs FL 32043
TELEPHONE:	9	04.810-8615
FAX #:	-	
E-MAIL:		dsbeonner egmail. com
Name of Person sub	omitting Bid:	DAVIO CONNER
		OWNER
	Signature:	Mariel Conner
	Date: _	25 Apr 2022
		· · ·
ADDENDA ACK Bidder acknowled		NT: following addendum:
Addendum No	Date:	Acknowledged by:
		Acknowledged by:
Addendum No	Date:	Acknowledged by:
Addendum No	Date:	Acknowledged by:

BID TABULATION FORM

RFP: 21/22-33 Date: 4/26/2022

Proj: CDBG - Junk/Debris Removal Time Open: 9:04 AM

Ad: Clay Today, March 31 & April 7, 2022 Time Close: 9:06 AM

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder	Total
1 904 Junk Removal	To Be Determined
2 Conner Construction and Demolition	To Be Determined
3	
4	
5	
6	
7	
8	
9	
o	

^{*}Staff will review the bids and present a recommendation to the Budget and Audit Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document. Items above are subject to full review and evaluation of submittal.

RFP NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL

PURPOSE

Clay County is soliciting proposal responses to assist the Development Services Department to provide junk and debris removal for various homes throughout Clay County as needed. No quantities are guaranteed. Services shall be for eligible residents through the Community Development Block Grant Program (CDBG). This program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development. The Consolidated Plan and Annual Action Plan can be viewed at:

https://www.claycountygov.com/home/showpublisheddocument/7982/637823262175500000

QUALIFICATION OF PERSONNEL

The Contractor must possess all license(s) required in accordance with the federal, state and county's statutory requirements to perform the work. The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance. Contractor's personnel shall at all times present a neat appearance while performing services.

SCOPE OF WORK

The contractor shall furnish all labor, materials, equipment, tools, supplies, fuel, traffic control costs, permits, and supervision required to complete the work in the scope of this bid. All vehicles and equipment used by the contractor shall be clearly and legibly marked with the contractor's name.

The Contractor shall commence performance within forty-eight (48) hours of receipt of notice to proceed.

Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of the contract. Under no circumstances shall the Contractor mix debris hauled for the county with debris hauled for others under the contract. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations.

For residential property clean-ups, contractor does not need to be a franchise hauler, however, if contractor needs to rent a container, the company that they rent from must be a Clay County Franchise Hauler. A list of Approved Franchise Haulers can be provided upon request.

The collected waste must be taken to the Rosemary Hill Solid Waste Management Facility, 3545 Rosemary Hill Road, Green Cove Springs, Florida 32043, per ordinance.

Items subject to removal shall include but not be limited to:

Municipal Solid Waste - more commonly known as trash or garbage—consists of everyday items we use and then throw away, such as product packaging, furniture, clothing, bottles, food scraps, newspapers, etc. Basically, waste that comes from our homes.

White Goods - inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic large appliances.

Yard Trash - vegetative matter including but not limited to grass clippings, leaves, twigs, etc., from lawn and landscape maintenance. Yard Trash does not include Land Clearing Debris of any sort or from any source.

Waste Tires - any tires that are no longer suitable for their original intended purpose because of wear, damage or defect.

Construction and Demolition Debris - materials generally considered insoluble in water and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project. Mixing of Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as other than Construction and Demolition Debris.

Types of waste not accepted at the Rosemary Hill Facility are:

Biohazardous Waste - any Solid Waste, liquid waste or Infectious Waste which may present a threat of infection to humans and includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human disease causing agents; used disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the department of health and rehabilitative services represent a significant risk of infection to persons outside the generating facility.

Hazardous Waste – any waste which, because of its concentration, or physical, chemical, or infectious characteristics, may cause or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Examples of Hazardous waste are household chemicals and cleaners, gasoline, motor oil (used or new), all types of paint, fertilizers, insecticides, etc.

Special Waste – waste that requires additional or specific handling for proper disposal, such as batteries (auto, boat, mower, etc.), fluorescent bulbs, ballasts, and electronic waste.

Asbestos

Motor Vehicles

Contractor shall place compacted fill dirt in ruts created by equipment and holes created by removal of junk and debris at the direction of the County Representative.

Junk and debris removal services are subject to inspection by the County. In the event of unsatisfactory work, the Contractor shall re-do necessary correction work within 48 hours of notice.

DAMAGE PREVENTION AND SAFETY

It shall be the contractor's responsibility to ensure that all equipment operators are performing the work in a safe manner. The contractor must comply with all applicable State, Federal and Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. The County shall be held harmless against any unsafe conditions and contractor employee incidents.

The contractor shall use due care to avoid damaging property associated with, adjacent to or in any way affected by the work being performed. Included in this provision are items such as landscaping, fencing, vehicles, buildings and other items which may be located on the premises. The County's project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

WORK HOURS

Work shall be performed during daylight hours Monday through Friday. The Contractor shall manage dumpsite operations to coincide with hauling operation during daylight hours.

TERM

Term for these services shall end September 30, 2022 with the option of a possible time extension, depending on grant approval.

LIQUIDATED DAMAGES

The Contractor shall be assessed Liquidated Damages (LD) of \$100.00 for each day past final completion date set by the contract.

BID AWARD

Award will be made to one or more debris removal contractors based on RFP responses received and volume of work.

PAYMENT

Contractor may request payment no more than once monthly based on the actual quantities of work performed and accepted. Payment will not be made without proof of load tickets.

ADDITONAL SERVICES AND FEES

If the County and/or Contractor identifies any additional services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor.

REFERENCES

Provide three (3) references for work completed on similar projects using the form attached to this document.

RFP NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL

SUBMITTAL FORMAT REQUIREMENTS: In addition to the submittal requirements found on page 7, of this request for proposal, all submittals should contain the following information (at a minimum) for consideration.

Respondents are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Respondents. Failure to provide requested information will result in disqualification of response.

Submittal Sections

- A. Contractor/Staff Qualifications
- B. Availability of Contractor/Staff
- C. Similar/Related Experience
- D. Price
- E. Equipment

The Proposals shall be typed and submitted on 8 1/2" x 11" paper, portrait orientation, with headings. Respondents are requested to provide, as a minimum, the information listed under each criterion. The following should be submitted for a proposal to be considered:

- Cover Letter Include name, address, phone number, fax number and email address, years in business, and whether the company operates as an individual, partnership, or corporation. An authorized agent of the company must sign the Letter indicating the agent's title and/or authority.
- Contractor and Staff Qualifications (25 Points maximum) Respondents shall provide the following documentation in this section of the proposal:
 - Provide qualifications of Contractor/Staff to provide services.
 - Provide license(s) required in accordance with the federal, state and county's statutory requirements to perform the work.
- Availability of Contractor/Staff (20 Points maximum)

 Include point of contact information and illustrate the ability to successfully perform and manage the requested services as it relates to having proper and sufficient staffing available. All projects must be completed prior to September 30, 2022.
- Similar/Related Experience (20 Points maximum) Respondents shall provide evidence of experience related to the Scope of Services requested with a minimum of three (3) years' experience.
- Price (20 Points maximum) Provide prices listed on the price sheet. Prices shall serve
 as a guideline. The County reserves the right to negotiate additional items as needed per
 project.

• Equipment (15 Points maximum) – Provide list of equipment available to provide the requested services.

Evaluation Committee:

Clay County will appoint staff to serve on the evaluation committee. The evaluation committee will review, evaluate, and make recommendations regarding the proposals according to the criteria set forth below. The evaluation committee, at its sole discretion, shall have the right to seek written clarifications and/or additional information from vendors, verify information submitted and check references, in order to fully understand and evaluate the proposals.

Evaluation Criteria:

The evaluation shall be based upon the following criteria:

Evaluation and Ranking Criteria	Ranking Weight
Contractor/Staff Qualifications	25 Points
Availability of Contractor/Staff	20 Points
Similar/Related Experience	
Price	20 Points
Equipment	15 Points

100 Points

Contact	Origin	Subscription Created
904junkremoval@gmail.com	Upload	04/08/2022 02:33 PM ED
affordablejunkremovaljax@gmail.com	Signup Builder	04/11/2022 01:19 PM ED
alonzopcuts@gmail.com	Signup Builder	04/11/2022 07:00 PM ED
bonedive7@yahoo.com	Signup Builder	04/24/2022 02:39 PM ED
dsbconner@gmail.com	Signup Builder	04/11/2022 01:00 PM ED
garrett@wasteregulators.com	Upload	04/08/2022 03:24 PM ED
grangerhj2010@yahoo.com	Signup Builder	04/11/2022 11:17 PM ED
hjgrangerremoval@yahoo.com	Upload	04/08/2022 02:33 PM ED
jackson@elev8jax.com	Signup Builder	04/12/2022 01:28 PM ED
melanie@wasteregulators.com	Upload	04/08/2022 03:24 PM ED
nixonoutdoorservices@gmail.com	Upload	04/15/2022 10:13 AM ED
patrickf@challengeenterprises.org	Signup Builder	04/15/2022 12:33 PM ED
pbpaint@yahoo.com	Signup Builder	04/11/2022 11:38 AM ED
pouria@standupguys.biz	Upload	04/08/2022 02:33 PM ED
rcassidy@jdog.com	Upload	04/08/2022 02:33 PM ED
tkhaulinginc@gmail.com	Upload	04/08/2022 02:33 PM ED
whitenerstractor@gmail.com	Direct	04/11/2022 12:39 PM ED

Just Another Day LLC Janus Group Holdings LLC Janus Holding Lea Jacksonville FL Jackson		Product/Service	Attention of:	Address	City	State		Email Address
Garner Environmental Services debris removal Curtis Galloway 1717 W 13t Deer Park TX 281-930-1200 cgalloway@garner-es.cor Just Another Day LLC debris removal Glynn Reeder 13760 SR Starke FL gambler3365@yahoo.cor debris removal, site pre Joseph Birt 1804 North Middleburg FL 904-993-0565 jbirt1845@gmail.com Pamela Toms 9432 Baym Jacksonville FL 904-652-1186 ptoms@candesconsults.com Just Removal & Hauling debris removal & dispd Tiffany Jean 601 Leander TX 512-260-3322 tiffany@tfrinc.com Just Removal & Hauling debris & junk removal Anthony Knighte 7749 Norm Jacksonville FL 904-274-2808 anthony@wrapitupmove First Choice Junk Haulers junk hauling & removal Garrett 904-207-3660 sethhawes99@gmail.com Wizard Junk Removal junk hauling & removal Junk Removal Junk Removal Junk Removal Junk hauling & removal Removal Junk Removal Junk hauling & removal Junk Removal Junk Removal Junk hauling & removal Removal Junk Removal Junk Removal Junk hauling & removal Removal Junk Removal Junk Removal Junk hauling & removal Removal Junk Removal Junk Removal Junk hauling & removal Removal Junk Removal Junk Removal Junk hauling & removal Removal Junk Removal Junk Removal Junk hauling & removal Removal Junk Removal Junk Removal Junk hauling & removal Removal Removal Removal Services Junk hauling & removal Removal Removal Removal Services Junk hauling & removal Remo	J B Coxwell Contracting Inc	debris removal, tree trimn	Chip Patterson	6741 Lloyd	Jacksonville	FL	904-786-1120	chipp@jbcoxwell.com
Just Another Day LLC Janus Group Holdings LLC Janus Holding Leander Jacksonville FL Jac		debris removal	Elmer	125 Internat	St Augustine	FL.	904-219-3671	elmer@rbbaker.com
Janus Group Holdings LLC debris removal, site pre Joseph Birt Pamela Toms 9432 Bayn Jacksonville FL 904-993-0565 jbirt1845@gmail.com poms@candesconsults.com pours@candesconsults.com poms@candesconsults.com pods_acksonville_FL pod-274-2808 po	Garner Environmental Services	debris removal	Curtis Galloway	1717 W 13tl	Deer Park	TX	281-930-1200	cgalloway@garner-es.com
Janus Group Holdings LLC debris removal, site pre Construction & Eng Sves Consultants debris removal Pamela Toms 9432 Bayn Jacksonville FL 904-652-1186 ptoms@candesconsults.cc ptoms@candesconsults.c	Just Another Day LLC	debris removal	Glynn Reeder	13760 SR 2	Starke	FL		gambler3365@yahoo.com
TFR Enterprises Inc debris removal & dispotential demolition, junk removal & dispotential demolition, junk removal & demolition,		debris removal,site pre	Joseph Birt	1804 North	Middleburg	FL	904-993-0565	jbirt1845@gmail.com
Jdog Junk Removal & Hauling demolition, junk remov Michael Getka 119 Watts Jacksonville FL 904-342-9883 rcassidy@jdog.com Mrap It Up Junk Removal LLC debris & junk removal Anthony Knight 7749 Norm Jacksonville FL 904-274-2808 anthony@wrapitupmove Seth Hawes 134 Sorrel Middleburg FL 904-207-3660 Sethhawes99@gmail.com garrett Wizard Junk Removal Junk hauling & removal TK Hauling Inc Junk hauling & removal Standup guys Junk hauling & removal Junk hauling & removal Standup guys Junk hauling & removal Junk hauling & removal H J Granger & Sons Removal Services I junk hauling & removal North Florida Dock Services Junk hauling & removal Junk hauling & removal North Florida Dock Services Junk hauling & removal Junk hauling & removal Junk hauling & removal Standup guys Junk hauling & removal Moddleburg FL 904-274-2808 Anthony@wrapitupmove Sethhawes99@gmail.com 904-955-2513 garrett@wasteregulators contact@junkwizard.com tkhaulinginc@gmail.com 904-344-3820 pouria@standupguys.biz 904-298-5441 hjgrangerremoval@gmail.com 904-298-5441 hjgrangerremoval@yaho northfloridadock@gmail. B & M Construction & Hauling Junk hauling & remova Dale Carter	Construction & Eng Svcs Consultants	debris removal	Pamela Toms	9432 Bayn	Jacksonville	FL	904-652-1186	ptoms@candesconsults.com
Jdog Junk Removal & Hauling demolition, junk remov Michael Getka 119 Watts Jacksonville FL 904-342-9883 rcassidy@idog.com Wrap It Up Junk Removal LLC debris & junk removal Anthony Knightc 7749 Norm Jacksonville FL 904-274-2808 anthony@wrapitupmove First Choice Junk Haulers junk hauling & removal Seth Hawes 134 Sorrel Middleburg FL 904-207-3660 sethhawes99@gmail.com Waste Regulators junk hauling & removal 904-955-2513 garrett@wasteregulators Wizard Junk Removal junk hauling & removal 24220 Lorn Orange Park FL tkhaulinginc@gmail.com Standup guys junk hauling & removal 4720 Salist Jacksonville FL 904-344-3820 pouria@standupguys.biz 904 Junk Removal junk hauling & removal 904junkremoval@gmail.com H J Granger & Sons Removal Services I junk hauling & removal 631 Wyndl Orange Park FL 904-298-5441 higrangerremoval@yaho North Florida Dock Services junk hauling & removal Dale Carter bandmoonstruction@att.	TFR Enterprises Inc	debris removal & dispo	Tiffany Jean	601 Leand	Leander	TX	512-260-3322	tiffany@tfrinc.com
Wrap It Up Junk Removal LLC debris & junk removal First Choice Junk Haulers junk hauling & remova Seth Hawes 134 Sorrel Middleburg FL 904-274-2808 anthony@wrapitupmove sethhawes99@gmail.com 904-955-2513 garrett@wasteregulators Wizard Junk Removal TK Hauling Inc Standup guys junk hauling & removal Standup guys junk hauling & removal Junk hauling & removal Standup guys 904-955-2513 Junk hauling & removal 4720 Salist Jacksonville FL 904-274-2808 anthony@wrapitupmove sethhawes99@gmail.com 904-955-2513 garrett@wasteregulators contact@junkwizard.com tkhaulinginc@gmail.com 904-955-2513 garrett@wasteregulators contact@junkwizard.com thauling & removal 904-955-2513 garrett@wasteregulators contact@junkwizard.com thaulinginc@gmail.com 904-955-2513 garrett@wasteregulators contact@junkwizard.com thaulinginc@gmail.com 904-955-2513 garrett@wasteregulators contact@junkwizard.com thaulinginc@gmail.com 904-955-2513 904-955-2513 904-955-2513 904-955-2513 904-955-2513 904-955-2513 904-955-2513 904-955-2513 904-955-2513 904-955-2513 904-955-2513 904-955-2513 904-955-2513 904-955-2513 904-955-2513 904-955-2513 904-955-2513 904-955-2513 904-955-2513 904-95-95-2513 904-95-95-2513 904-95-95-2513 904-95-95-2513 904-95-95-2513 904-95-95-2513 904-95		demolition, junk remov	Michael Getka	119 Watts	Jacksonville	FL	904-342-9883	rcassidy@jdog.com
Waste Regulators Wizard Junk Removal Junk hauling & removal TK Hauling Inc Standup guys Junk hauling & removal Standup guys Junk hauling & removal Junk hauling & removal Standup guys Junk hauling & removal H J Granger & Sons Removal Services I Junk hauling & removal North Florida Dock Services Junk hauling & removal Junk hauling & removal Standup guys Junk hauling & removal Junk hauling & removal Standup guys Junk hauling & removal		debris & junk removal	Anthony Knighto	7749 Norm	Jacksonville	FL	904-274-2808	anthony@wrapitupmovers.com
Waste Regulators Wizard Junk Removal Junk hauling & removal TK Hauling Inc Standup guys Junk hauling & removal Standup guys Junk hauling & removal Junk hauling & removal Standup guys Junk hauling & removal H J Granger & Sons Removal Services I junk hauling & removal North Florida Dock Services Junk hauling & removal Junk hauling & removal Standup guys Junk hauling & removal Junk hauling & removal Standup guys Junk hauling & removal Junk hauling & removal Standup guys Junk hauling & removal Junk hauling & removal Standup guys Junk hauling & removal Ju	First Choice Junk Haulers	junk hauling & remova	Seth Hawes	134 Sorrel	Middleburg	FL	904-207-3660	sethhawes99@gmail.com
TK Hauling Inc junk hauling & removal 24220 Lorr Orange Park FL thaulinginc@gmail.com Standup guys junk hauling & removal 4720 Salist Jacksonville FL 904-344-3820 pouria@standupguys.biz 904 Junk Removal junk hauling & removal 904junkremoval@gmail.com H J Granger & Sons Removal Services I junk hauling & removal 631 Wyndt Orange Park FL 904-298-5441 higrangerremoval@yaho North Florida Dock Services junk hauling & removal Charles Hodges B & M Construction & Hauling junk hauling & removal Dale Carter bandmconstruction@att.	Waste Regulators						904-955-2513	garrett@wasteregulators.com
Standup guys junk hauling & removal 4720 Salist Jacksonville FL 904-344-3820 pouria@standupguys.biz 904 Junk Removal junk hauling & removal 904junkremoval@gmail.c H J Granger & Sons Removal Services I junk hauling & removal 631 Wyndt Orange Park FL 904-298-5441 higrangerremoval@yaho North Florida Dock Services junk hauling & removal Charles Hodges northfloridadock@gmail. B & M Construction & Hauling junk hauling & removal Dale Carter bandmoonstruction@att.	Wizard Junk Removal	junk hauling & remova	1					contact@junkwizard.com
904 Junk Removal junk hauling & removal 904 junk hauling & removal 904 junk hauling & removal 904 junk hauling & removal 631 Wyndt Orange Park FL 904-298-5441 higrangerremoval@yaho North Florida Dock Services junk hauling & removal Charles Hodges 904-298-5441 higrangerremoval@yaho northfloridadock@gmail. B & M Construction & Hauling junk hauling & removal Dale Carter 904-298-5441 higrangerremoval@yaho northfloridadock@gmail.	TK Hauling Inc	junk hauling & remova	1	24220 Lori	Orange Parl	FL		tkhaulinginc@gmail.com
904 Junk Removal junk hauling & removal 904 Junk Removal 904 junk hauling & removal 904 Junk Porange Park FL 904-298-5441 September 904-298-5441 Sep	Standup guys	junk hauling & remova	1	4720 Salis	Jacksonville	FL	904-344-3820	pouria@standupguys.biz
North Florida Dock Services junk hauling & remova Charles Hodges northfloridadock@gmail. B & M Construction & Hauling junk hauling & remova Dale Carter bandmconstruction@att.		junk hauling & remova	1					904junkremoval@gmail.com
North Florida Dock Services junk hauling & remova Charles Hodges northfloridadock@gmail. B & M Construction & Hauling junk hauling & remova Dale Carter bandmconstruction@att.	H J Granger & Sons Removal Services	junk hauling & remova	1	631 Wyndl	Orange Parl	FL	904-298-5441	higrangerremoval@yahoo.com
5 cm solution of the same								northfloridadock@gmail.com
Company Compan	B & M Construction & Hauling	junk hauling & remova	Dale Carter					bandmconstruction@att.net
Conner Construction & Demolition	Conner Construction & Demolition	construction, roofing, o	David Conner	4839 Hwy	Green Cove	FL	904-810-8615	dsbconner@gmail.com

Clay County Agreement/Contract No. 2021/2022 –

AGREEMENT FOR CDBG JUNK/DEBRIS REMOVAL SERVICES

This Agreement for CDBG Junk/Debris Removal Services ("Agreement") is made and entered into as of the ____ day of May, 2022 ("Effective Date") between 904 Junk Removal, LLC, a Florida Limited Liability Company ("Contractor"), and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County has been designated an Entitlement Grantee as a "Qualified Urban County" by the United States Department of Housing and Urban Development (HUD), which entitles the County to receive an annual allocation of Community Development Block Grant (CDBG) Funds directly from HUD to implement housing and community development projects throughout the County; and

WHEREAS, HUD requires the development and submission of a Consolidated Plan, which shall include an Annual Action Plan, a Citizen Participation Plan, an Analysis of Impediments to Fair Housing Choice, and a Residential Anti-Displacement and Relocation Assistance Plan; and

WHEREAS, as an Entitlement Grantee, the County will receive CDBG Funds annually through formula allocation by HUD, and with these funds, the County will work to promote affordable housing initiatives and create a suitable living environment for low- to moderate income households; and

WHEREAS, on September 28, 2021, the Board of County Commissioners of Clay County, Florida approved Resolution No. 2020/2201-113 amending Resolution 20/21-91, approving the substantial amendments to the County's 2021-2025 CDBG Consolidated Plan, the FY 2021-2022 Annual Action Plan and the Citizen Participation Plan, and approving the amended proposed allocations of CDBG entitlement funds estimated for FY 2021-2022; and

WHEREAS, the County and HUD entered into a Funding Approval/Grant Agreement with a Program Year Start Date of October 1, 2021 related to the use of CDBG Funds approved for use by the County during FY 2021-2022; and

WHEREAS, the County issued a Request for Proposals, RFP No.: 21/22-33 ("RFP"), to engage a contractor to provide junk and debris removal for various homes and residences throughout Clay County that are eligible for services through the CDBG Program on an as needed basis; and

WHEREAS, the Contractor responded to the RFP with a proposal to offer the requested services ("Contractor's Response"); and

WHEREAS, the County evaluated and ranked the qualifications submitted, and the County selected the Contractor based on the Contractor's Response and approved ranking; and

WHEREAS, the Contractor is qualified and has experience in providing the requested services; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFP including all requirements and attachments incorporated into the RFP and the Contractor's Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES

- 1.1. The Contractor shall furnish and deliver all material and equipment and perform all the work, labor, and supervision required to provide junk and debris removal on an as-needed basis for various homes and residences throughout Clay County in accordance with the RFP Scope of Work attached hereto as **Attachment A** and incorporated herein by reference. "Services" shall mean the scope of work to be provided, services rendered, or supplies, materials, equipment and the like delivered, provided, or installed under this Agreement. The Services shall be performed for households and residences that are eligible for services through the CDBG Program, which is made available through a federal allocation of funds from HUD.
- 1.2. All Services shall be assigned by the County to the Contractor via a Purchase Order and/or Task Authorization which will set forth the Services being authorized for the Contractor to perform along with the location, final completion date, and other pertinent details related to the Services. Any Services performed by the Contractor prior to the issuance of a Purchase Order and/or Task Authorization are at the sole risk of the Contractor and are not subject to payment by the County.
- 1.3. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Victoria Hapner, Community and Social Services Manager, or designee.
- 1.4. In providing the Services, the Contractor must:
 - A. Be familiar with the Services, requirements, and the conditions under which the Services are to be completed.
 - B. Provide all temporary signs, marking and traffic control when required and/or requested by the County.
 - C. Coordinate work days and hours with the Project Manager.
 - D. Meet and/or communicate with the Project Manager as needed and as requested by the Project Manager to review the status of the Services, critical activities, and overall performance.

- E. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County.
- 1.5. In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to perform all Services under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement, including, but not limited to providing supervisory personnel at the location(s) where Services are being performed. The Contractor shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. Upon the Project Manager's request, the Contractor shall submit in writing the names of key/supervisory personnel assigned to the Services.
- 1.6. The Services are subject to inspection by the County. If on inspection, the Services are found to be deficient and/or unsatisfactory as determined by the County, the Project Manager shall notify the Contractor of those deficiencies. The Contractor shall have forty-eight (48) hours to correct the stated deficiencies, weather permitting ("Remedial Services"). Upon completion of Remedial Services, the Contractor shall notify the Project Manager that all Remedial Services have been completed. If the County determines that deficiencies remain, the Contractor shall be notified and the corrective Remedial Services shall be repeated. If the Remedial Services are not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the Contractor's next Invoice. This assignment of Services may be made without declaring the Contractor in default of the Agreement.
- 1.7. The Contractor shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").
- 1.8. In performance of the Services, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Additionally, the Contractor must comply with Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.
- 1.9. The County, by virtue of this Agreement, gives the Contractor no guarantee of any services or any specific amount of services or Purchase Orders/Task Authorizations that may be issued or assigned during the term of this Agreement.
- 1.10. The County may conduct performance evaluations at any time during performance of the Services or soon after the completion of any Services to ensure compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

SECTION 2. ADDITIONAL WORK AND FEES

2.1. If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under this Agreement but are beneficial to the County, such additional work, materials, or services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

SECTION 3. TERM AND TIMELY PERFORMANCE

- 3.1. The term of this Agreement shall commence on the Effective Date and shall continue through September 30, 2022. The Agreement may be extended and/or renewed upon subsequent written agreement of the parties subject to funding approval/grant agreement by HUD for CDBG Funds, and if the County deems it to be in the County's best interest to do so.
- 3.2. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of any assigned Services. The Contractor agrees to timely perform all assigned Services in accordance with this Agreement and the Purchase Order and/or Task Authorization issued for the Services.

SECTION 4. PAYMENT FOR WORK

- 4.1. Payments will be made by the County to the Contractor for all Services actually authorized and performed under a Purchase Order and/or Task Authorization on a per ton basis at the prices set forth in the Price Sheet attached hereto as **Attachment B** and incorporated herein by reference, upon presentation of an Invoice submitted to the County in accordance with Section 5. The County reserves the right to add, delete, and/or modify the items listed in the Price Sheet along the right to negotiate additional items as needed.
- 4.2. The price per ton shall include any and all costs, fees, and charges associated with providing all material, labor, equipment, and any other additional charges, including, but not limited to, collection, hauling, disposal, and any other costs associated with performance of the Services. The County shall not be charged for any costs other than those listed in the Price Sheet unless authorized in writing by the County.

SECTION 5. PAYMENT PROCEDURES

5.1. As used in this Section, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

- 5.2. The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Services done or completed. Invoices shall be signed by the Contractor and must include the following information and items:
 - 1) The Contractor's name, address and phone number, including payment remittance address.
 - 2) The Invoice number and date.
 - Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Task Authorization number.
 - 4) The period of the Services covered by the Invoice.
 - 5) The total amount of payment requested and proof of load tickets.
 - 6) Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.
 - 7) The Contractor must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.
- 5.3. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered, installed, performed to determine whether the quality of the Services are as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.
- 5.4. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.
- 5.5. The Parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.
- 5.6. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Services have received their pro rata share of previous periodic payments to the Contractor for all Services completed and materials

supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Services or supplying any of the materials associated with any assigned Services their pro rata shares of the payment for all Services completed and materials supplied. The term "subcontractor", as used herein, shall mean a person(s) or firm(s) that enters into a subcontractor agreement with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services for which partial payment has been made by the County and work done under equipment rental contracts.

5.7. It is agreed and understood that the acceptance of payment for Services by the Contractor shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Services done or material furnished for the Services under this Agreement. Neither the acceptance of the Services nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Services not discovered by the County at the time of inspection. The County retains the right to recover damages for the recovery of defective or deficient Services not discovered by County at the time of inspection. After payment has been made by the County to the Contractor, if the County identifies an obligation under the Agreement that the Contractor has not performed, then the Contractor shall perform the obligation. The County shall reimburse the Contractor for the cost of performing the post final payment obligation only if the County has not previously reimbursed or otherwise paid the Contractor for performing that obligation.

SECTION 6. CHANGE ORDERS

- 6.1. Change Orders shall only be used when necessary to clarify the Services; to provide for a change in the Services; to provide for an adjustment to the prices; and to provide for a time extension. Prior to requesting approval of a Change Order, the Contractor shall review the costs of any proposals and negotiate in good faith with any affected subcontractors in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Contractor hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.
- 6.2. Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County.

Change Orders shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor.

SECTION 7. INSURANCE

7.1. The Contractor shall maintain throughout the term of this Agreement and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Damage to Rented Premises (each occurrence fire) \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee

7.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Services, the Contractor must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, with the exception of Workers' Compensation, shall name "Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear" as "Additional Insureds." The Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide a thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 8. INDEMNIFICATION; SOVEREIGN IMMUNITY

8.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County and the U.S. Department of Housing and Urban Development (HUD) including their

officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, arising out of the Contractor's performance of the Services under this Agreement.

- 8.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Services and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Services, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.
- 8.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.
- 8.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 9. DEFAULT AND TERMINATION

9.1. Default by Contractor. If the Contractor fails to satisfactorily perform any condition, provision, or obligation of this Agreement and/or Purchase Order/Task Authorization; fails to make progress so as to endanger performance under the terms and conditions of this Agreement; fails to perform or begin Services on time or as directed by the Project Manager; fails to perform the Services with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Services; performs the Services unsuitably or neglects or refuses to remove materials or to perform anew such Services as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Services, or fails to resume Services which has been discontinued within a reasonable time after notice to do so; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

- 9.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, expenses, and costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.
- 9.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give twenty (20) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as is specifically authorized in writing by the County.
- 9.4. Unless directed differently in the Notice of Termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.
- 9.5. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.
- 9.6. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.
- 9.7. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts

of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 10. LIQUIDATED DAMAGES

- 10.1. The Contractor must adhere to the final completion date set forth in a Purchase Order and/or Task Authorization authorizing the Services. In the event the Services are not fully completed by the final completion date, which may be revised upon written consent of the County, a liquidated damage amount may be enforced as further defined below. The parties agree that such liquidated damages are not a penalty.
- 10.2. The parties hereto mutually understand and agree that time is of the essence in the performance of the Services and that the County will incur damages if the Services are not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform, and complete the Services by the final completion date set forth in the Purchase Order and/or Task Authorization. The parties agree that the total amount of the County's damages, in whole or in part, due to the Contractor's failure to complete the Services, will be difficult, if not impossible, to definitely ascertain and quantify.
- 10.3. Should the Contractor fail to complete the Services by the final completion date set forth in the Purchase Order and/or Task Authorization authorizing the Services, it is mutually agreed to and understood by both parties that the Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum of \$100.00 per workday for each and every day after the final completion date set forth in the Purchase Order and/or Task Authorization until final completion is achieved. This liquidated damages provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until final completion has been achieved by any completing contractor or County forces. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County. Notwithstanding the foregoing, the Contractor shall have no liability for any liquidated damages due to or arising from (a) any County delay, unless such delay is due to the Contractor's breach hereunder; or (b) the withholding on the part of the County through the Project Manager of any consent, direction or approval required by the County hereunder which causes delay on the part of the Contractor for which the Contractor has delivered to the County written notice describing the delay and its cause; or (c) delays caused by and directly attributable to any event of Force Majeure. The final completion date shall be tolled for a period of time equal to the aggregate of all delays arising under the sentence immediately preceding.
- 10.4. Permitting the Contractor to continue the Services, or any part of the Services, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Agreement.
- 10.5. The parties agree that, although such liquidated damages are difficult to ascertain, the above amount has been agreed upon by the parties as the reasonable approximation of the

amount of damages the County would suffer caused by the Contractor's breach addressed above. The County's decision to seek liquidated damages shall not be construed as a waiver of any legal remedies the County may have as to any subsequent default or breach under this Agreement.

10.6. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. AUTHORITY TO SUSPEND WORK

11.1. The County Representative and/or Project Manager shall have the authority to suspend the Services, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Services. Should the County be prevented or enjoined from proceeding with the Services either before or after the start of any Services by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Services will be extended to such reasonable time as the County may determine and will be set forth in writing. In the event of any such suspension, the Contractor shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 12. AUDIT OF CONTRACTOR'S RECORDS

- 12.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives. The Contractor and any of its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Contractor must make the records available upon request.
- 12.2. All records connected with this Agreement must be retained for a period of six (6) years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.
- 12.3. Failure of the Contractor or any of its subcontractors to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

SECTION 13. TAXES

13.1. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

SECTION 14. APPROPRIATED FUNDS

14.1. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 15. SCRUTINIZED COMPANIES CERTIFICATION

15.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 16. PUBLIC RECORDS

- 16.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:
 - a. Keep and maintain public records required by the County to perform the Services required under the Agreement;

- b. Upon request from the County's custodian of public records, provide the County 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, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 16.2. The Contractor's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.
- 16.3. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:
 - a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
 - b. If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
 - c. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 17. SUBCONTRACTORS

- 17.1. Subcontractors may be utilized in connection with this Agreement only with PRIOR WRITTEN CONSENT from the County, and only for reasonable cause, as judged by the County.
- 17.2. Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor. The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subcontractors and of persons directly or indirectly employed by them.
- 17.3. The Contractor shall cause appropriate provisions under this Agreement to be inserted in all subcontractor agreements relative to the Services giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.
- 17.4. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 18. SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESTORE DAMAGED PROPERTY

- 18.1. The Contractor shall maintain a safe and secure worksite for the duration of the Services. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Services and secure all equipment, tools, and related materials. It shall be the Contractor's responsibility to ensure that its personnel and all equipment operators are performing Services in a safe manner and in compliance with all applicable state, federal and OSHA rules, ordinances, laws, and regulations.
- 18.2. The Contractor shall preserve from damage all property, including, but not limited to, structures, utilities, services, roads, fencing, vehicles, landscaping, trees, and shrubbery along the line of the Services, or which is in the vicinity of or is in any way affected by the Services, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. The Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of the County which is damaged by reason of the Contractor's Services on or around such property.
- 18.3. In case of failure on the part of the Contractor to restore and/or replace such property, or to make good such damage or injury, the County Representative and/or Project Manager may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. Nothing in this provision shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County Representative and/or Project Manager, provided that such property has not been

damaged as a result from the performance of the Services or through fault of the Contractor, its employees or agents.

SECTION 19. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- 19.1. The Contractor acknowledges that CDBG Funds will be used by the County to pay for the Services provided under this Agreement.
- 19.2. The Contractor acknowledges that the County as a recipient of CDBG Funds must complete financial, performance, and compliance reporting as may be required. The Contractor agrees to support the County's efforts to comply with any reporting obligations as required and established by HUD.
- 19.3. The Contractor agrees to comply with all applicable CDBG requirements including, but not limited to the requirements and conditions attached to the RFP and 24 CFR governing Housing and Urban Development. To the extent applicable to the Services under this Agreement, the Contractor agrees to comply with and shall require all of its subcontractors to comply with the CDBG Requirements attached hereto as **Attachment C**, HUD Federal Labor Standards Provisions attached hereto as **Attachment D**, David Bacon Wage Decision attached hereto as **Attachment E**, and 24 CFR 85.36 Procurement attached hereto as **Attachment F**.
- 19.4. The Contractor hereby certifies that the following Certifications executed by the Contractor in its response to the RFP and attached hereto are still valid and are incorporated herein by reference:
 - Certification Regarding Debarment, Suspension, and Ineligibility Attachment G
 - Anti-Lobbying Certification Attachment H
 - Certification of Payments to Influence Federal Transactions Attachment I
 - Section 3 Compliance Report: Existing Core Workforce List Attachment J
 - Acknowledgement of Terms, Conditions, and Grant Clauses Attachment K

The Contractor agrees to execute any additional certifications or documents that the County and/or HUD may reasonably require.

- 19.5. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement, and expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontractor agreement.
- 19.6. If the Contractor enters into any contracts or agreements with any third parties, vendors, subconsultants, subcontractors, etc., then any such contract or agreement must include the provisions as required under this Agreement and must attach and incorporate the Attachments identified in this Agreement.

SECTION 20. PUBLIC ENTITIES CRIMES

- 20.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 20.2. By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.
- 20.3. In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.
- 20.4. The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 21. NON-DISCRIMINATION

- 21.1. In performance of this Agreement, the Contractor agrees to comply with the following statues and regulations prohibiting discrimination:
 - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - 2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance:
 - 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - 5. Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in

employment, public accommodations, transportation, State and local government services, and telecommunications.

SECTION 22. SUSPENSION AND DEBARMENT

- 22.1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. By execution of this Agreement, the Contractor certifies, that neither it nor its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are presently disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency (see 2 C.F.R. § 180.940 and 2 C.F.R. § 180.935).
- 22.2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a provision requiring such compliance with these regulations in any lower tier covered transaction it enters into.
- 22.3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County and the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

SECTION 23. LOBBYING PROHIBITION CERTIFICATION

23.1. In compliance with Section 216.347, Florida Statutes, the undersigned hereby certifies that the Contractor shall not use any funds associated with this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The Contractor further certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

SECTION 24. AMENDMENT OR MODIFICATION OF AGREEMENT

24.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents or Invoices forwarded by the Contractor to the County.

SECTION 25. INDEPENDENT CONTRACTOR

25.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 26. NO ASSIGNMENT

26.1. The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 27. NO THIRD-PARTY BENEFICIARIES

27.1. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

SECTION 28. FURTHER ASSURANCES

28.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Contractor further agrees to execute such documents as the County may reasonably require.

SECTION 29. REMEDIES

29.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 30. GOVERNING LAW AND VENUE

30.1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 31. ATTORNEYS' FEES

31.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 32. NOTICE

32.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to County:

904 Junk Removal 459 Charles Pinckney St. Orange Park, FL 32073

Attention: Zach DeCristofaro, Owner

Clay County P.O. Box 1366 477 Houston Street

Green Cove Springs, FL 32043

Attention: Howard Wanamaker, County

Manager

Copy to: Victoria Hapner

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the of the respective party will be provided to the other party.

SECTION 33. WAIVER

33.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 34. SEVERABILITY

34.1. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 35. HEADINGS

35.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 36. COUNTERPARTS

36.1. The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same Agreement.

SECTION 37. ATTACHMENTS

37.1. All attachments to this Agreement are incorporated by reference as if set out fully herein:

Attachment A	RFP Scope of Work
Attachment B	Price Sheet
Attachment C	CDBG Requirements
Attachment D	HUD Federal Labor Standards Provisions
Attachment E	Davis Bacon Wage Decision
Attachment F	24 CFR 85.36 – Procurement
Attachment G	Certification Regarding Debarment, Suspension, and Ineligibility
Attachment H	Anti-Lobbying Certification
Attachment I	Certification of Payments to Influence Federal Transactions
Attachment J	Section 3 Compliance Report: Existing Core Workforce List
Attachment K	Acknowledgement of Terms, Conditions, and Grant Clauses

SECTION 38. AUTHORITY

38.1. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

	904 JUNK REMOVAL, LLC
	By:
	Print Name:
	Print Title:
	CLAY COUNTY, a political subdivision of the State of Florida
	By:Wayne Bolla
ATTEST:	Its Chairman
Tara S. Green Clay County Clerk of Court and Comptrolle Ex Officio Clerk to the Board	er
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ATTACHMENT A RFP SCOPE OF WORK

RFP NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL

PURPOSE

Clay County is soliciting proposal responses to assist the Development Services Department to provide junk and debris removal for various homes throughout Clay County as needed. No quantities are guaranteed. Services shall be for eligible residents through the Community Development Block Grant Program (CDBG). This program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development. The Consolidated Plan and Annual Action Plan can be viewed at:

https://www.claycountygov.com/home/showpublisheddocument/7982/637823262175500000

QUALIFICATION OF PERSONNEL

The Contractor must possess all license(s) required in accordance with the federal, state and county's statutory requirements to perform the work. The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance. Contractor's personnel shall at all times present a neat appearance while performing services.

SCOPE OF WORK

The contractor shall furnish all labor, materials, equipment, tools, supplies, fuel, traffic control costs, permits, and supervision required to complete the work in the scope of this bid. All vehicles and equipment used by the contractor shall be clearly and legibly marked with the contractor's name.

The Contractor shall commence performance within forty-eight (48) hours of receipt of notice to proceed.

Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of the contract. Under no circumstances shall the Contractor mix debris hauled for the county with debris hauled for others under the contract. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations.

For residential property clean-ups, contractor does not need to be a franchise hauler, however, if contractor needs to rent a container, the company that they rent from must be a Clay County Franchise Hauler. A list of Approved Franchise Haulers can be provided upon request.

The collected waste must be taken to the Rosemary Hill Solid Waste Management Facility, 3545 Rosemary Hill Road, Green Cove Springs, Florida 32043, per ordinance.

Items subject to removal shall include but not be limited to:

Municipal Solid Waste - more commonly known as trash or garbage—consists of everyday items we use and then throw away, such as product packaging, furniture, clothing, bottles, food scraps, newspapers, etc. Basically, waste that comes from our homes.

White Goods - inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic large appliances.

Yard Trash - vegetative matter including but not limited to grass clippings, leaves, twigs, etc., from lawn and landscape maintenance. Yard Trash does not include Land Clearing Debris of any sort or from any source.

Waste Tires - any tires that are no longer suitable for their original intended purpose because of wear, damage or defect.

Construction and Demolition Debris - materials generally considered insoluble in water and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project. Mixing of Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as other than Construction and Demolition Debris.

Types of waste not accepted at the Rosemary Hill Facility are:

Biohazardous Waste - any Solid Waste, liquid waste or Infectious Waste which may present a threat of infection to humans and includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste which contain human disease causing agents; used disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the department of health and rehabilitative services represent a significant risk of infection to persons outside the generating facility.

Hazardous Waste – any waste which, because of its concentration, or physical, chemical, or infectious characteristics, may cause or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Examples of Hazardous waste are household chemicals and cleaners, gasoline, motor oil (used or new), all types of paint, fertilizers, insecticides, etc.

Special Waste – waste that requires additional or specific handling for proper disposal, such as batteries (auto, boat, mower, etc.), fluorescent bulbs, ballasts, and electronic waste.

Asbestos

Motor Vehicles

Contractor shall place compacted fill dirt in ruts created by equipment and holes created by removal of junk and debris at the direction of the County Representative.

Junk and debris removal services are subject to inspection by the County. In the event of unsatisfactory work, the Contractor shall re-do necessary correction work within 48 hours of notice.

DAMAGE PREVENTION AND SAFETY

It shall be the contractor's responsibility to ensure that all equipment operators are performing the work in a safe manner. The contractor must comply with all applicable State, Federal and Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. The County shall be held harmless against any unsafe conditions and contractor employee incidents.

The contractor shall use due care to avoid damaging property associated with, adjacent to or in any way affected by the work being performed. Included in this provision are items such as landscaping, fencing, vehicles, buildings and other items which may be located on the premises. The County's project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

WORK HOURS

Work shall be performed during daylight hours Monday through Friday. The Contractor shall manage dumpsite operations to coincide with hauling operation during daylight hours.

TERM

Term for these services shall end September 30, 2022 with the option of a possible time extension, depending on grant approval.

LIQUIDATED DAMAGES

The Contractor shall be assessed Liquidated Damages (LD) of \$100.00 for each day past final completion date set by the contract.

BID AWARD

Award will be made to one or more debris removal contractors based on RFP responses received and volume of work.

PAYMENT

Contractor may request payment no more than once monthly based on the actual quantities of work performed and accepted. Payment will not be made without proof of load tickets.

ADDITONAL SERVICES AND FEES

If the County and/or Contractor identifies any additional services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor.

REFERENCES

Provide three (3) references for work completed on similar projects using the form attached to this document.

ATTACHMENT B PRICE SHEET

BID NO. 21/22-33, CDBG - JUNK/DEBRIS REMOVAL PRICE SHEET

PRICES PER TON BELOW INCLUDE COLLECTION, HAULING AND DISPOSAL

1) Municipal Solid Waste (Price Per Ton): \$ 200 \(\frac{12}{2} \) 2) White Goods (Price Per Ton): \$ 180 \(\frac{12}{2} \) 3) Yard Trash (Price Per Ton): \$ 180 \(\frac{12}{2} \) 4) Waste Tires (Price Per Ton): \$ 180 \(\frac{12}{2} \) 5) Construction and Demolition Debris (Price Per Ton): \$ 180 \(\frac{12}{2} \) 6) Fill Dirt (Price Per CY): \$ 200 \(\frac{12}{2} \) Total of (1 - 6) above: \$ 1360 \(\frac{12}{2} \) Above prices shall serve as a guideline. The County reserves the right to negotiate additional items as needed per project. Total Bid (in words): This Accordance Hondred \$ 5 \cdot \c							
3) Yard Trash (Price Per Ton): \$ 180° 2. 4) Waste Tires (Price Per Ton): \$ 400° 2. 5) Construction and Demolition Debris (Price Per Ton): \$ 180° 2. 6) Fill Dirt (Price Per CY): \$ 200° 2. Total of (1-6) above: \$ 1360° 2. Above prices shall serve as a guideline. The County reserves the right to negotiate additional items as needed per project. Total Bid (in words): This Aeen Hundred Sixty Dellers CONTRACT EXECUTION INFORMATION: COMPANY NAME: 904 Junk Removal DESIGNATED SIGNEE: Zech Delistofore MAILING ADDRESS: 459 Cherles Pinkling St Orange Perk FC 32073	1) Municipal Solid Waste (Price Per Ton): \$ 200 000						
4) Waste Tires (Price Per Ton): \$ 400°. 5) Construction and Demolition Debris (Price Per Ton): \$ 180°. 6) Fill Dirt (Price Per CY): \$ 200°. Total of (1-6) above: \$ 1360°. Above prices shall serve as a guideline. The County reserves the right to negotiate additional items as needed per project. Total Bid (in words): Thirdeen Hundred Sixty Dellers CONTRACT EXECUTION INFORMATION: COMPANY NAME: 904 Junk Removal DESIGNATED SIGNEE: Zeck Delistofore MAILING ADDRESS: 459 Charles Pindling St. Orange Park Pl. 32073	2) White Goods (Price Per Ton): \$ 200 €						
5) Construction and Demolition Debris (Price Per Ton): \$\frac{1 \text{ 80}^{\frac{1}{2}}}{200^{\frac{1}{2}}}\$ 6) Fill Dirt (Price Per CY): \$\frac{200^{\frac{1}{2}}}{200^{\frac{1}{2}}}\$ Total of (1 - 6) above: \$\frac{13\to 0^{\frac{1}{2}}}{2}\$ Above prices shall serve as a guideline. The County reserves the right to negotiate additional items as needed per project. Total Bid (in words): Thirdeen Hondred \$\frac{1}{2}\text{Xty} Dellers CONTRACT EXECUTION INFORMATION: COMPANY NAME: \text{904} \text{Joak Removel} DESIGNATED SIGNEE: \text{Zack Delistations} MAILING ADDRESS: \text{459} \text{Charles Pint(ney 5t)} Orange Park F(\frac{3}{2}\text{3073}	3) Yard Trash (Price Per Ton): \$ 180						
6) Fill Dirt (Price Per CY): \$ 200°. Total of (1-6) above: \$ 1360°. Above prices shall serve as a guideline. The County reserves the right to negotiate additional items as needed per project. Total Bid (in words): This Aeen Hundred Sixty Dollers CONTRACT EXECUTION INFORMATION: COMPANY NAME: 904 Junk Removal DESIGNATED SIGNEE: Zach Delistoforo MAILING ADDRESS: 459 Charles Pinding St Orange Park F(32073)	4) Waste Tires (Price Per Ton): \$ 400°						
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CONTRACT EXECUTION INFORMATION: COMPANY NAME: 904 Junk Removal DESIGNATED SIGNEE: Zach De Cristoforo MAILING ADDRESS: 459 Charles Pinkhay 57 Orange Park PC 32073	•						
COMPANY NAME: 904 Jonk Removal DESIGNATED SIGNEE: Zach De Cristoforo MAILING ADDRESS: 459 Charles Pindling St Orange Park FC 32073	Total Bid (in words): Thirdeen Hundred Sixty Dollers						
Designated signee: Zach Delistoforo MAILING ADDRESS: 459 Chorles Pindling St Orange Park PC 32073	CONTRACT EXECUTION INFORMATION:						
MAILING ADDRESS: 459 Charles Pindling St Orange Park FC 32073	COMPANY NAME: 904 Junk Removal						
Orange Park PC 32073	DESIGNATED SIGNEE: Zach De Cristofaro						
9	MAILING ADDRESS: 459 Charles Pindling St						
EMAIL: 904 in Company among can	Orange Park FC 32073						
ENTALE. 1011 ONLY CHOVALE STREET, COVI	EMAIL: 904 junk removale gmail. con						

ATTACHMENT C CDBG REQUIREMENTS

CDBG REQUIREMENTS:

1. ANTI-LOBBYING CLAUSE (Cone of Silence):

Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. If it is determined that improper communications were conducted, the Bidder/Proposer maybe declared non-responsible.

2. DISADVANTAGED BUSINESS ENTERPRISE (DBE):

- 2.1 The County encourages the use of Disadvantaged Business Enterprise Bidder(s) as defined and certified by the State of Florida Department of Transportation (DBE).
- 2.2 Bidder is requested to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Clay County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

3. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY:

- 3.1 The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 3.2 The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 3.3 The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub- contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

3.4 An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

4. RECORDS:

- 4.1 Retention: The bidder shall maintain such financial records and other records as may be prescribed by Clay County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of three years after final payment, or until they are audited by Clay County, whichever event occurs first.
- 4.2 Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to: Keep and maintain public records required by the County to perform the service.
- 4.3 Upon request from the County's custodian of public records, provide the County 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 or as otherwise provided by law.
- 4.4 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 the County.
- 4.5 Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

4.6 Apply by all requirements of the CDBG Supplemental Conditions, Federal Labor Standards Provision, and Section 3.

5. EMPLOYMENT ELIGIBILITY (USING E-VERIFY), AGENCY – VENDORS – CONTRACTORS:

- 5.1 Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement http://www.dhs.gov/E-verify; and
- 5.2 Shall expressly require any contractors/consultants and subcontractors/consultants performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/consultant and subcontractor/consultant during the Agreement term.

6. CLEAN AIR ACT:

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

7. ENERGY POLICY AND CONSERVATION ACT:

CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

8. TERMINATION FOR CAUSE AND/OR CONVENIENCE

- 8.1 The County, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause (for convenience), in whole or in part, when the County determines in its sole discretion that it is in the County's best interest to do so. In the event of termination, the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.
- 8.2 If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

9. DEBARMENT AND SUSPENSION

- 9.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 9.2 The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 9.3 This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Clay County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 9.4 The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT

With respect to all construction contracts and subcontracts over two thousand dollars (\$2,000) at least partly financed by a loan or grant from the Federal Government, and including contracts for actual construction, alteration and/or repair, including painting and decorating, the following provisions shall apply.

i. Minimum wages – (i) All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis - Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to

the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its sub- CONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- 1. Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2. The classification is utilized in the area by the construction industry; and
- 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- 4. With respect to helpers as defined in 29 C.F.R. 5.2(n) (4), such a classification prevails in the area in which the work is performed.
- (B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of

receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (ii) (B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.
- ii. Withholding CCBOCC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under the Contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any sub-CONTRACTOR the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, CCBOCC may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- iii. Payrolls and basic records Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash

equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The CONTRACTOR shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to CCBOCC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all sub- CONTRACTORS.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub- CONTRACTOR or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
- 1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;
- 2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
- 3. That each laborer or mechanic has been paid not less than the applicable wage

rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.

- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c) (i) (B) of this section.
- (D) The falsification of any of the above certifications may subject the CONTRACTOR or sub- CONTRACTOR to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The CONTRACTOR or sub- CONTRACTOR shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or sub-CONTRACTOR fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.
- iv. Apprentices and trainees (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than

that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or sub- CONTRACTOR 's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(II) Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

- (iii) Equal employment opportunity The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.
- i. Compliance with Copeland Act requirements. The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.
- vi. Subcontracts. The CONTRACTOR or sub- CONTRACTOR shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub- CONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any sub- CONTRACTOR or lower tier sub-CONTRACTOR with all the Contract clauses in 29 C.F.R. 5.5.
- vii. Contract termination: debarment. A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a sub- CONTRACTOR as provided in 29 C.F.R. 5.12.
- viii. Compliance with Davis Bacon and Related Act requirements. All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.
- ix. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general dispute's clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub-CONTRACTORS) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- x. Certification of eligibility (i) By entering into the Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
 - (ii) No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal

Code, 18 U.S.C. 1001.

11. Contractor must be registered in Sam.gov for any federally funded project.

ATTACHMENT D HUD FEDERAL LABOR STANDARDS PROVISIONS

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

- (D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- (2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/forms or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- **(B)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.
- (11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds \$100,000.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT E DAVIS BACON WAGE DECISION

"General Decision Number: FL20220058 02/25/2022

Superseded General Decision Number: FL20210058

State: Florida

Construction Type: Residential

County: Clay County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

|If the contract is entered linto on or after January 30, |2022, or the contract is |renewed or extended (e.g., an |. The contractor must pay option is exercised) on or lafter January 30, 2022:

- |. Executive Order 14026 generally applies to the | contract.
- | all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.

|If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and | generally applies to the |January 29, 2022, and the |contract is not renewed or extended on or after January 130, 2022:

- | contract.
 - |. The contractor must pay all I covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, | if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number

0.

Publication Date 01/07/2022 02/25/2022

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ENGI0673-009 05/01/2021

	Rates	Fringes	
POWER EQUIPMENT OPERATOR: Crawler Crane, Hydro Crane, Locomotive Crane,			
Tower Crane, Truck Crane\$ Gantry Crane, Bridge Crane\$		12.00 12.00	
Oiler\$		12.00	
PLUM0234-003 09/01/2020			
	Rates	Fringes	
PLUMBER, Including HVAC Pipe			
Installation\$	31.09	15.45	
SHEE0435-006 04/01/2021			
	Rates	Fringes	
SHEET METAL WORKER (Excluding HVAC Duct Installation)\$	26.41	15.19	
* SUFL2009-097 06/08/2009			
	Rates	Fringes	
BRICKLAYER\$	20.00	0.00	
CARPENTER, Excludes Drywall Hanging, and Form Work\$	14.14 **	0.00	
CEMENT MASON/CONCRETE FINISHER\$	12.97 **	0.00	
DRYWALL FINISHER/TAPER\$	16.13	0.00	
DRYWALL HANGER\$	12.35 **	0.00	
ELECTRICIAN\$	11.79 **	0.00	
FLOOR LAYER: Carpet\$	10.00 **	0.00	
FORM WORKER\$	12.00 **	0.46	
HVAC MECHANIC (Installation of HVAC Duct)\$	13.99 **	0.00	
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL\$	9.00 **	0.00	
LABORER: Asphalt Raker\$	10.12 **	0.00	
LABORER: Common or General\$	9.00 **	0.00	
LABORER: Mason Tender - Brick\$	11.51 **	0.00	
LABORER: Mason Tender - Cement/Concrete\$	10.46 **	0.00	
LABORER: Pipelayer\$			
LABORER: Roof Tearoff\$	9.00 **	0.00	

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	andscape and		2.0	
Irrigation	\$	8.05	**	0.00
LATHER	\$	14.20	**	0.00
OPERATOR:	Asphalt Paver\$	11.63	**	0.00
OPERATOR:	Backhoe Loader			
Combo	\$	17.04		0.00
OPERATOR:	Backhoe/Excavator\$	12.72	**	0.00
OPERATOR:	Bulldozer\$	12.40	* *	0.00
OPERATOR:	Distributor\$	11.41	**	0.00
OPERATOR:	Forklift\$	17.50		0.00
OPERATOR:	Grader/Blade\$	15.50		0.00
OPERATOR:	Loader\$			0.00
OPERATOR:	Roller\$			0.00
or Brancon.				
OPERATOR:	Screed\$	10.93	**	0.00
OPERATOR:	Trackhoe\$	15.68		0.00
OPERATOR:	Tractor\$	10.20	* *	0.00
PAINTER, I	ncludes Brush,			
Roller and	Spray (Excludes			
Drywall Fi	nishing/Taping)\$	10.68	**	0.00
PLASTERER.	\$	15.10		0.00
ROOFER. In	cludes Built Up,			
	itumen, and Shake &			
	ofs (Excludes Metal			
	\$	9.68	**	0.00
ROOFER: M	etal Roof\$	16.99		0.00
TILE SETTE	R\$	12.46	**	0.00
TRUCK DRIV	ER, Includes Dump			
	\$	10.62	**	0.00
TRUCK DRIV	ER: Lowboy Truck\$	12,14	**	0.00
TRUCK DRIV	ER: Lowboy Truck\$	12,14	**	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

^{**} Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

4 of 6 3/30/2022, 4:49 PM

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor

200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISIO"

ATTACHMENT F 24 CFR 85.36 – PROCUREMENT

24 CFR 85.36 -Procurement

(a) **States.** When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub grantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

- (1) Grantees and sub grantees **will use their own procurement procedures** which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.
- (2) Grantees and sub grantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (3) Grantees and sub grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - (i) The employee, officer or agent,
 - (ii) Any member of his immediate family,
 - (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.
- (4) Grantee and sub grantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (5) To foster greater economy and efficiency, grantees and sub grantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.
- (6) Grantees and sub grantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (7) Grantees and sub grantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (8) Grantees and sub grantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- (9) Grantees and sub grantees <u>will maintain records</u> sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: <u>rationale for the method</u>

of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

- (10) Grantees and sub grantees will use time and material type contracts only -
- (i) After a determination that no other contract is suitable, and
- (ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.
- (11) Grantees and sub grantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or sub grantee of any contractual responsibilities under its contracts. **Federal agencies will not substitute their judgment for that of the grantee or sub grantee unless the matter is primarily a Federal concern.** Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.
- (12) Grantees and sub grantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protester must exhaust all administrative remedies with the grantee and sub grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:
- (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and
- (ii) Violations of the grantee's or sub grantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or sub grantee.

(c) Competition.

- (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:
 - (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
 - (ii) Requiring unnecessary experience and excessive bonding,
 - (iii) Noncompetitive pricing practices between firms or between affiliated companies,
 - (iv) Noncompetitive awards to consultants that are on retainer contracts,
 - (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
 - (vii) Any arbitrary action in the procurement process.
- (2) Grantees and sub grantees will conduct procurements in a manner that prohibits the use of statutory or administratively imposed <u>in-State or local geographical preferences</u> in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. <u>Nothing in this section preempts State licensing laws</u>. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (3) Grantees <u>will have written selection procedures</u> for procurement transactions. These procedures will ensure that all solicitations:
- (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
- (ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
 - (4) Grantees and sub grantees will ensure that all pre qualified lists of persons, firms, or products which are

used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and sub grantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed -

- (1) **Procurement by small purchase procedures.** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procurements are used, price or rate quotations will be obtained from an adequate number of qualified sources.
- (2) **Procurement by sealed bids (formal advertising).** Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in 85.36(d)(2)(i) apply.
 - (i) In order for sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is available;
 - (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - (ii) If sealed bids are used, the following requirements apply:
- (A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
- (B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
 - (C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (E) Any or all bids may be rejected if there is a sound documented reason.
- (3) **Procurement by competitive proposals.** The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
- (i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
 - (ii) Proposals will be solicited from an adequate number of qualified sources;
 - (iii) Grantees and sub grantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
- (iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - (v) Grantees and sub grantees may use competitive proposal

procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) **Procurement by noncompetitive proposals** is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

- (i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
 - (A) The item is available only from a single source;
- (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
 - (C) The awarding agency authorizes noncompetitive proposals; or
 - (D) After solicitation of a number of sources, competition is determined inadequate.
- (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.
 - (iii) Grantees and sub grantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

- (1) The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 - (2) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract Cost And Price

- (1) Grantee and sub grantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offerer is required to submit the elements of his estimated cost, e.g., under professional consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and the sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price on a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.
- (2) Grantees and subgranteesd will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (&85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.
 - (4) The cost plus a percentage of cost and percentage of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and sub grantees must make available, upon request of the awarding agency, technical

specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or sub grantee desires to have the review accomplished after a solication has been developed, the awarding agency may stillreview the specifications, with such review usually limited to the technical aspects of the proposed purchase.

- (2) Grantees and sub grantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc., when:
- (i) A grantee's or sub grantee's procurement procedures or operation fails to comply with the procurement standards in this section; or
- (ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or
- (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
- (3) A grantee or sub grantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.
- (i) A grantee or sub grantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
- (ii) A grantee or sub grantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self certification procedure, awarding agencies may wish to rely on written assurances from the grantee or sub grantee that it is complying with these standards. A grantee or sub grantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions.

A grantee's and sub grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract

terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

- (2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 . 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)
 - (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40
 - U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
 - (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
 - (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years aftergrantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

***** END OF DOCUMENT *****

ATTACHMENT G CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The Consultant certifies that:

- 1. This Contract is a covered transaction for purposes of 2 CFR, Part 180. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) ordisqualified (defined at 2 CFR 180.935).
- 2. The Consultant must comply with 2 CFR Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 CFR Part 180, subpart C, in addition remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- 4. The Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C while this proposal is valid and throughout the period of any contract that may arise from this proposal. The Consultant further agrees to include a provision requiring such compliance in itslower tier covered transactions, including submission to Consultant of this Certification completed by its subconsultants.

FIRM NAME:	769	Junk	Kemoral					
ADDRESS:	459	Cherles	Pinckney	St.	Orenza	Pox Fi	<u> </u>	
FIRM'S AUTH	ORIZED	OFFICIA	L:					
Zoe <u>LDeCrist</u> Name	6 co	Ower Title	S	ignature	:) I	A April	72

ATTACHMENT H ANTI-LOBBYING CERTIFICATION

ANTI-LOBBYING CERTIFICATION

The undersigned Consultant certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, Zech DeCustore 904 Jul Remod certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Firm's Authorized Official

Zach DeCristagno OUMER

Name and Title of Firm's Authorized Official

Date

21 April 22

ATTACHMENT I CERTIFICATION OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS

RFP No. 21/22-33, CDGB - Junk/Debris Removal

Certification of Payments to Influence Federal Transactions

HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Zoch Delistofore	Owner	
Name of Authorized Official	Title	
	21 Avil 22	

Date

Signature

ATTACHMENT J SECTION 3 COMPLIANCE REPORT: EXISTING CORE WORKFORCE LIST

RFP No. 21/22-33, CDGB - Junk Debris Removal

Section 3 Compliance Report Existing Core Workforce List

Review the information below and check all that apply:

We have <u>not hired</u> any new employees as a result of the award of contract. ☐ We have hired employees since the award of contract. ☐ The number of newly hired employees that meet Section 3 criteria is
For any newly hired positions since the award of contract, we have taken one or more of the following recruitment steps to hire employees who live within Clay County and who meet Section 3 criteria: (check all the apply)
□ Advertised to fill vacancies in a local newspaper.□ Posted vacancies prominently at the job site.
☐ Placed signs or posters announcing vacancies at the local public housing authorities in Clay County.
☐ Distributed employment flyers in locations accessible to Section 3 Residents.
 □ Posted employment flyers in various locations within Clay County. □ Kept a log of all applications and for every position created by this project.
☐ Retain copies of employment applications completed by Section 3 resident.
□ Other – Please provide details
MA
<i>t</i>
By my signature below I am certifying the information provided herein is true and correct to the best of my knowledge.
Print name: Zoch DeCristatoe
Signature: Date: 81 April 33
Title: Owe

ATTACHMENT K ACKNOWLEDGEMENT OF TERMS, CONDITIONS, AND GRANT CLAUSES

RFP No. 21/22-33, CDGB - Junk/Debris Removal Acknowledgement of Terms, Conditions and Grant Clauses

Flow Down of Terms and Conditions from the Grant Agreement

Subcontracts: If the vendor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Department for review and approval. The vendor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

Certification

On behalf of my firm, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

Vendor/Contractor Name 9 4 July Ramaral Date 21 April 22	_
Authorized Signature	
Address 459 Charles pinally St Orange Poll PL 32073	•
Solicitation/Contract # 21/22-33, CD&B - Junk (Debris Rimon)	



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

TO: Finance 8	& Audit Committee	DAT	E:

FROM: Karen Smith Administrative and Contractual Services

SUBJECT:

- 1) Approval to post notice of intent and award Bid No. 21/22-34, CDBG Demolition & Removal Services to Conner Construction and Demolition at the individual rates provided in the proposal. Approval will be effective after the 72 hour period of protest has expired.
- 2) Additional approval of the accompanying Agreement with Conner Construction and Demolition at the specified rates listed in Attachment B. Services under this agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

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BACKGROUND INFORMATION:

Services under this Bid are related to the CDBG Entitlement Funding Program and provides for demolition and removal of mobile homes and related service. Individual task will be issued by task order/purchase orders utilizing the fees listed within the Agreement for approved applicants. This Program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development.

If Yes, Was the item budgeted

Bid invitation sent to 51 Vendors with 1 bid received

<u>Is Funding Required (Yes/No):</u>

(Yes\No\N/A):

Yes

Yes

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

Account # FD1065-CC1233-PRJ100378-GR010074-SC583000 Amount - Based on unit prices as needed

Sole Source (Yes\No):

Advanced Payment

No

Νo

(Yes\No):

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description Type Upload Date File Name

Memo -

Rec /

Cover 5/11/2022 Memo_-_bid_backupada.pdf

score / scope /

email list

□ Agreement Cover 5/19/2022 Demo_and_Removal_Agreement_Conner_Constructionuada.pdf

REVIEWERS:

Department Reviewer Action Date Comments

Budget Office Streeper, Lisa Approved 5/18/2022 - 1:58 PM Item Pushed to Agenda

BID RECOMMENDATION

Bid No. 21/22-34, CDBG - Demolition & Removal Services

BIDDERS	BID TOTAL
Conner Construction and Demolition	312.50 per Ton Demo
	16.50 per CY Fill Dirt
	·
	· ————————————————————————————————————
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	·
	· · · · · · · · · · · · · · · · · · ·
	·
Staff Assigned to Tabulate Bids and Make Recomme	endations:
-	
NAME Victoria Happer	TITLE Community Services Director
Victoria Hapner	Community Services Director
FUNDING SOURCE: CDBG Fund / CDBG 21-2	27 / Other Aids (Individuals)
RECOMMENDATION:	
Recommend award to Conner Construction and	1 Domolition
Recommend award to Conner Construction and	Demonitori

If only one bid is received, state reason why accepted and not re-bidding:

$\frac{\text{BID NO. 21/22-34, CDBG - DEMOLITION \& REMOVAL SERVICES}}{\text{PRICE SHEET}}$

1) Mobile Homes Demolition and Debris Disposal (Price Per Ton): \$ 312.30
2) Fill Dirt (Price Per CY): \$ 16.50
Total of $(1+2)$ above: $$329.00$
*Individual projects will be subject to further negotiation if necessary based on condition or needs outside of what is anticipated in this bid.
Total Bid (in words): THREE HUNDRED TWENTY-NINE AND 00/100
Bids require a (5%) bid bond based on total above and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.
CONTRACT EXECUTION INFORMATION:
COMPANY NAME: Conner Construction AND DEMOLITION
DESIGNATED SIGNEE: Carrie Com
MAILING ADDRESS: 4839 Hwy 17 South
GREEN COVE SPRINGS FL 32043
EMAIL: asbconneregmail.com

BID NO. 21/22-34, CDBG - DEMOLITION & REMOVAL SERVICES

CORPORATE DETAILS:

Failure to complete a	ll fields may res	ult in your bid being rejected as non-responsive.
COMPANY NAME:	CONNER	R CONSTRUCTION AND DEMOLITION
ADDRESS:	4830	9 Hwy 17 SOUTH
		an Cove Springs FL 32043
TELEPHONE:	90	21.810.8615
FAX #:		
E-MAIL:	8	sbeonner Comail.com
Name of Person subn	nitting Bid:	DAVID CONNER
	Title:	OWNER
	Signature:	clair Cum
	Date:	23 April 2022
ADDENDA ACKN Bidder acknowledg		ENT: e following addendum:
Addendum No	Date:	Acknowledged by:
Addendum No	Date:	Acknowledged by:
Addendum No	Date:	Acknowledged by:
Addendum No.	Date:	Acknowledged by:

BID NO. 21/22-34, CDBG - DEMOLITION & REMOVAL SERVICES

PURPOSE

Clay County is soliciting bid responses to assist the Development Services Department to provide demolition and removal services for various mobile homes throughout Clay County as needed. No quantities are guaranteed. Services shall be for eligible residents through the Community Development Block Grant Program (CDBG) This program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development. The Consolidated Plan and Annual Action Plan can be viewed at: https://www.claycountygov.com/home/showpublisheddocument/7982/637823262175500000

QUALIFICATION OF PERSONNEL

The Contractor must possess all license(s) required in accordance with the federal, state and county's statutory requirements to perform the work. The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance. Contractor's personnel shall at all times present a neat appearance while performing services.

SCOPE OF WORK

The contractor shall furnish all labor, materials, equipment, tools, supplies, fuel, traffic control costs, and supervision required to complete the work. All vehicles and equipment used by the contractor shall be clearly and legibly marked with the contractor's name.

The Contractor shall commence performance within forty-eight (48) hours of receipt of notice to proceed.

Contractor is responsible for any/all required demolition permits required by local authorities and ordinances.

Contractor is responsible to legally dispose of all items at the Rosemary Hill Solid Waste Management Facility, 3545 Rosemary Hill Road, Green Cove Springs, Florida 32043, per ordinance.

Mobile homes to be demolished will be unoccupied.

Contractor shall supply County with copy of landfill disposal receipts.

Contractor shall place compacted fill dirt in ruts created by equipment and holes created by removal of structures at the direction of the County Representative.

Individual projects are subject to further negotiation of scope of work and fee based on condition or needs outside of what is anticipated in this bid.

DAMAGE PREVENTION AND SAFETY

It shall be the contractor's responsibility to ensure that all equipment operators are performing the work in a safe manner. The contractor must comply with all applicable State, Federal and Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. The County shall be held harmless against any unsafe conditions and contractor employee incidents.

The contractor shall conduct all demolition operations safely to prevent injury to people and ensure safe passage of people around demolition area.

The contractor shall use due care to avoid damaging property associated with, adjacent to or in any way affected by the work being performed. Included in this provision are items such as landscaping, fencing, vehicles, buildings and other items which may be located on the premises. The County's project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

WORK HOURS

Work shall be performed during daylight hours Monday through Friday. The Contractor shall manage disposal operations to coincide with landfill operating hours.

TERM

Term for these services shall end September 30, 2022 with the option of a possible time extension, depending on grant approval.

LIQUIDATED DAMAGES

The Contractor shall be assessed Liquidated Damages (LD) of \$100.00 for each day past final completion date set by the contract.

Time for completion of each project will be noted in a work order or purchase order issued per project.

BID AWARD

Bid award will be based on per ton cost on price sheet.

PAYMENT

Contractor may request payment no more than once monthly based on the amount of project work completed. The amount of such payments shall be the total value of the project work done to the date of the pay application.

ADDITONAL SERVICES AND FEES

If the County and/or Contractor identifies any additional services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor.

REFERENCES

Provide three (3) references for work completed on similar projects using the form attached to this document.

Contact	Origin	Subscription Created
904junkremoval@gmail.com	Upload	04/12/2022 03:51 PM ED
accounting@bcrinc.com	Upload	04/12/2022 03:51 PM ED
adruash@aol.com	Upload	04/12/2022 03:51 PM ED
affordablejunkremovaljax@gmail.com	Signup Builder	04/12/2022 03:51 PM ED
amber.hobbs@claycountygov.com	Upload	04/12/2022 03:26 PM ED
amellowship@cpsweep.com	Upload	04/12/2022 03:51 PM ED
bandmconstruction@att.net	Direct	04/12/2022 03:51 PM ED
bonedive7@yahoo.com	Signup Builder	04/24/2022 02:39 PM ED
calusakari@gmail.com	Upload	04/12/2022 03:51 PM ED
cgalloway@garner-es.com	Upload	04/12/2022 03:51 PM ED
chris@newtoncustomconstruction.com	Upload	04/12/2022 03:51 PM ED
coastaldumpcompanyinc@gmail.com	Upload	04/12/2022 03:51 PM ED
coastalhpp@gmail.com	Upload	04/12/2022 03:51 PM ED
concretespecialist@aol.com	Upload	04/12/2022 03:51 PM ED
david.carman99@gmail.com	Upload	04/12/2022 03:51 PM ED
demoman@cfl.rr.com	Upload	04/12/2022 03:51 PM ED
dhrinc2013@gmail.com	Upload	04/12/2022 03:51 PM ED
donna.fish@claycountygov.com	Upload	04/12/2022 03:30 PM ED
dsbconner@gmail.com	Signup Builder	04/12/2022 03:51 PM ED
elmer@rbbaker.com	Direct	04/12/2022 03:51 PM ED
gambler3365@yahoo.com	Upload	04/12/2022 03:51 PM ED
garlandc@jbcoxwell.com	Direct	04/12/2022 03:51 PM ED
garrett@wasteregulators.com	Upload	04/12/2022 03:51 PM ED
gcssupplyfl@gmail.com	Upload	04/12/2022 03:51 PM ED
gracefullawncare1@outlook.com	Upload	04/12/2022 03:51 PM ED
hazhomes@gmail.com	Upload	04/12/2022 03:51 PM ED
hjgrangerremoval@yahoo.com	Upload	04/12/2022 03:51 PM ED
info@thebggroup.net	Upload	04/12/2022 03:51 PM ED
ianet@carltonconstruction.net	Upload	04/12/2022 03:51 PM ED
ibibuilders.jax@gmail.com	Upload	04/12/2022 03:51 PM ED
birt1845@gmail.com	Upload	04/12/2022 03:51 PM ED
katherine.bliss@constructconnect.com	Signup Builder	04/13/2022 01:50 PM ED
ken.marquis@comcast.net	Upload	04/12/2022 03:51 PM ED
kurt@4klanddev.com	Upload	04/12/2022 03:51 PM ED
lynn@perkinsrealty.com	Upload	04/12/2022 03:51 PM ED
Mfrisbeebwc@gmail.com	Direct	04/12/2022 03:51 PM ED
mgetka@jdog.com	Upload	04/12/2022 03:51 PM ED
nixonoutdoorservices@gmail.com	Upload	04/12/2022 03:51 PM ED
northfloridadock@gmail.com	Upload	04/12/2022 03:51 PM ED
pouria@standupguys.biz	Upload	04/12/2022 03:51 PM ED
rcassidy@jdog.com	Upload	04/12/2022 03:51 PM ED
renata.shedrick@jandjrecycle.com	Upload	04/12/2022 03:51 PM ED
ronnie@ancientcitycustoms.com	Upload	04/12/2022 03:51 PM EE
sabrina@legacyclay.com	Upload	04/12/2022 03:51 PM EU
samantha.radomski@claycountygov.com sethhawes99@gmail.com	Upload Upload	04/12/2022 04:34 PM EE 04/12/2022 03:51 PM EE

steve@pickettconstruction.com	Upload	04/12/2022 03:51 PM ED
tdecker@constructionjournal.com	Signup Builder	04/13/2022 12:17 PM ED
tiffany@tfrinc.com	Signup Builder	04/12/2022 03:51 PM ED
tkhaulinginc@gmail.com	Upload	04/12/2022 03:51 PM ED
tweber@arscorp.com	Upload	04/12/2022 03:51 PM ED
waylonwadewoods@gmail.com	Upload	04/12/2022 03:51 PM ED
whitenerstractor@gmail.com	Direct	04/12/2022 03:51 PM ED

	Product/Service	Attention of:	Address	City	State		Email Address
B Coxwell Contracting Inc	debris removal, tree trimn	Chip Patterson	6741 Lloyd	Jacksonville	FL	904-786-1120	chipp@jbcoxwell.com
R B Baker Construction	debris removal	Elmer	125 Internat	St Augustine	FL	904-219-3671	elmer@rbbaker.com
Garner Environmental Services	debris removal	Curtis Galloway	1717 W 13t	Deer Park	TX	281-930-1200	cgalloway@garner-es.com
Just Another Day LLC	debris removal	Glynn Reeder	13760 SR 2	Starke	FL		gambler3365@yahoo.com
Janus Group Holdings LLC	debris removal, site pre	Joseph Birt	1804 North	Middleburg	FL	904-993-0565	jbirt1845@gmail.com
Construction & Eng Sves Consultants	debris removal	Pamela Toms	9432 Bayn	Jacksonville	FL	904-652-1186	ptoms@candesconsults.com
TFR Enterprises Inc	debris removal & dispo	Tiffany Jean	601 Leand	Leander	TX	512-260-3322	tiffany@tfrinc.com
Jdog Junk Removal & Hauling	demolition, junk remov	Michael Getka	119 Watts	Jacksonville	FL	904-342-9883	rcassidy@idog.com
Wrap It Up Junk Removal LLC	debris & junk removal	Anthony Knighto	7749 Norm	Jacksonville	FL	904-274-2808	anthony@wrapitupmovers.com
First Choice Junk Haulers	junk hauling & remova			Middleburg		904-207-3660	sethhawes99@gmail.com
Waste Regulators	junk hauling & remova					904-955-2513	garrett@wasteregulators.com
Wizard Junk Removal	junk hauling & remova	I					contact@junkwizard.com
TK Hauling Inc	junk hauling & remova	1	24220 Lon	Orange Parl	FL		tkhaulinginc@gmail.com
Standup guys	junk hauling & remova	1	4720 Salis	Jacksonville	FL	904-344-3820	pouria@standupguys.biz
904 Junk Removal	junk hauling & remova						904junkremoval@gmail.com
H J Granger & Sons Removal Services	junk hauling & remova	4	631 Wynd	Orange Parl	FL	904-298-5441	higrangerremoval@yahoo.com
North Florida Dock Services	junk hauling & remova						northfloridadock@gmail.com
B & M Construction & Hauling	junk hauling & remova	Dale Carter					bandmconstruction@att.net
Conner Construction & Demolition	construction, roofing,	David Conner	4839 Hwy	Green Cove	FL	904-810-8615	dsbconner@gmail.com

Clay County Agreement/Contract No. 2021/2022 –

AGREEMENT FOR CDBG DEMOLITION AND REMOVAL SERVICES

This Agreement for CDBG Demolition and Removal Services ("Agreement") is made and entered into as of the ____ day of May, 2022 ("Effective Date") between Conner Construction and Demolition, LLC, a Florida Limited Liability Company ("Contractor"), and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County has been designated an Entitlement Grantee as a "Qualified Urban County" by the United States Department of Housing and Urban Development (HUD), which entitles the County to receive an annual allocation of Community Development Block Grant (CDBG) Funds directly from HUD to implement housing and community development projects throughout the County; and

WHEREAS, HUD requires the development and submission of a Consolidated Plan, which shall include an Annual Action Plan, a Citizen Participation Plan, an Analysis of Impediments to Fair Housing Choice, and a Residential Anti-Displacement and Relocation Assistance Plan; and

WHEREAS, as an Entitlement Grantee, the County will receive CDBG Funds annually through formula allocation by HUD, and with these funds, the County will work to promote affordable housing initiatives and create a suitable living environment for low- to moderate income households; and

WHEREAS, on September 28, 2021, the Board of County Commissioners of Clay County, Florida approved Resolution No. 2020/2201-113 amending Resolution 20/21-91, approving the substantial amendments to the County's 2021-2025 CDBG Consolidated Plan, the FY 2021-2022 Annual Action Plan and the Citizen Participation Plan, and approving the amended proposed allocations of CDBG entitlement funds estimated for FY 2021-2022; and

WHEREAS, the County and HUD entered into a Funding Approval/Grant Agreement with a Program Year Start Date of October 1, 2021 related to the use of CDBG Funds approved for use by the County during FY 2021-2022; and

WHEREAS, the County issued a Request for Bids, Bid No.: 21/22-34 ("Bid"), to engage a contractor to provide demolition and removal services for various mobile homes throughout Clay County for eligible residents through the CDBG Program on an as-needed basis; and

WHEREAS, the Contractor responded to the Bid with a proposal to offer the requested services ("Contractor's Response"); and

WHEREAS, the County evaluated Contractor's qualifications, and the County selected the Contractor based on the Contractor's Response; and

WHEREAS, the Contractor is qualified and has experience in providing the requested services; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid including all requirements and attachments incorporated into the Bid and the Contractor's Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES

- 1.1. The Contractor shall furnish and deliver all material and equipment and perform all the work, labor, and supervision required to provide demolition and removal services for various mobile homes throughout Clay County on an as-needed basis in accordance with the Bid Scope of Work attached hereto as **Attachment A** and incorporated herein by reference. "Services" shall mean the scope of work to be provided, services rendered, or supplies, materials, equipment and the like delivered, provided, or installed under this Agreement. The Services shall be performed for eligible residents through the CDBG Program, which is made available through a federal allocation of funds from HUD.
- 1.2. All Services shall be assigned by the County to the Contractor via a Purchase Order and/or Task Authorization which will set forth the Services being authorized for the Contractor to perform along with the location, final completion date, and other pertinent details related to the Services. Any Services performed by the Contractor prior to the issuance of a Purchase Order and/or Task Authorization are at the sole risk of the Contractor and are not subject to payment by the County.
- 1.3. For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Victoria Hapner, Community and Social Services Manager, or designee.
- 1.4. In providing the Services, the Contractor must:
 - A. Be familiar with the Services, requirements, and the conditions under which the Services are to be completed.
 - B. Provide all temporary signs, marking and traffic control when required and/or requested by the County.
 - C. Coordinate work days and hours with the Project Manager.
 - D. Meet and/or communicate with the Project Manager as needed and as requested by the Project Manager to review the status of the Services, critical activities, and overall performance.

- E. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County.
- 1.5. In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to perform all Services under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement, including, but not limited to providing supervisory personnel at the location(s) where Services are being performed. The Contractor shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. Upon the Project Manager's request, the Contractor shall submit in writing the names of key/supervisory personnel assigned to the Services.
- 1.6. The Services are subject to inspection by the County. If on inspection, the Services are found to be deficient and/or unsatisfactory as determined by the County, the Project Manager shall notify the Contractor of those deficiencies. The Contractor shall have forty-eight (48) hours to correct the stated deficiencies, weather permitting ("Remedial Services"). Upon completion of Remedial Services, the Contractor shall notify the Project Manager that all Remedial Services have been completed. If the County determines that deficiencies remain, the Contractor shall be notified and the corrective Remedial Services shall be repeated. If the Remedial Services are not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the Contractor's next Invoice. This assignment of Services may be made without declaring the Contractor in default of the Agreement.
- 1.7. The Contractor shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").
- 1.8. In performance of the Services, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Additionally, the Contractor must comply with Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.
- 1.9. The County, by virtue of this Agreement, gives the Contractor no guarantee of any services or any specific amount of services or Purchase Orders/Task Authorizations that may be issued or assigned during the term of this Agreement.
- 1.10. The County may conduct performance evaluations at any time during performance of the Services or soon after the completion of any Services to ensure compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

SECTION 2. ADDITIONAL WORK AND FEES

2.1. If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under this Agreement but are beneficial to the County, such additional work, materials, or services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

SECTION 3. TERM AND TIMELY PERFORMANCE

- 3.1. The term of this Agreement shall commence on the Effective Date and shall continue through September 30, 2022. The Agreement may be extended and/or renewed upon subsequent written agreement of the parties subject to funding approval/grant agreement by HUD for CDBG Funds, and if the County deems it to be in the County's best interest to do so.
- 3.2. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of any assigned Services. The Contractor agrees to timely perform all assigned Services in accordance with this Agreement and the Purchase Order and/or Task Authorization issued for the Services.

SECTION 4. PAYMENT FOR WORK

- 4.1. Payments will be made by the County to the Contractor for all Services actually authorized and performed under a Purchase Order and/or Task Authorization at the prices set forth in the Price Sheet attached hereto as **Attachment B** and incorporated herein by reference, upon presentation of an Invoice submitted to the County in accordance with Section 5. The County reserves the right to add, delete, and/or modify the items listed in the Price Sheet along the right to negotiate additional items as needed.
- 4.2. The unit prices in the Price Sheet shall include any and all costs, fees, and charges associated with providing all material, labor, equipment, and any other additional charges and costs associated with performance of the Services. The County shall not be charged for any costs other than those listed in the Price Sheet unless authorized in writing by the County.

SECTION 5. PAYMENT PROCEDURES

5.1. As used in this Section, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

- 5.2. The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Services done or completed. Invoices shall be signed by the Contractor and must include the following information and items:
 - 1) The Contractor's name, address and phone number, including payment remittance address.
 - 2) The Invoice number and date.
 - Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Task Authorization number.
 - 4) The period of the Services covered by the Invoice.
 - 5) The total amount of payment requested and landfill disposal receipts as applicable.
 - 6) Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.
 - 7) The Contractor must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.
- 5.3. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered, installed, performed to determine whether the quality of the Services are as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.
- 5.4. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.
- 5.5. The Parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary.
- 5.6. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Services have received their pro rata share of previous periodic payments to the Contractor for all Services completed and materials

supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Services or supplying any of the materials associated with any assigned Services their pro rata shares of the payment for all Services completed and materials supplied. The term "subcontractor", as used herein, shall mean a person(s) or firm(s) that enters into a subcontractor agreement with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services for which partial payment has been made by the County and work done under equipment rental contracts.

5.7. It is agreed and understood that the acceptance of payment for Services by the Contractor shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Services done or material furnished for the Services under this Agreement. Neither the acceptance of the Services nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Services not discovered by the County at the time of inspection. The County retains the right to recover damages for the recovery of defective or deficient Services not discovered by County at the time of inspection. After payment has been made by the County to the Contractor, if the County identifies an obligation under the Agreement that the Contractor has not performed, then the Contractor shall perform the obligation. The County shall reimburse the Contractor for the cost of performing the post final payment obligation only if the County has not previously reimbursed or otherwise paid the Contractor for performing that obligation.

SECTION 6. CHANGE ORDERS

- 6.1. Change Orders shall only be used when necessary to clarify the Services; to provide for a change in the Services; to provide for an adjustment to the prices; and to provide for a time extension. Prior to requesting approval of a Change Order, the Contractor shall review the costs of any proposals and negotiate in good faith with any affected subcontractors in order to advise the County of the validity and reasonableness of such Change Order request. No work or services covered by a Change Order shall be performed before the County approves the Change Order. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No payment shall be made on a Change Order request prior to the County's executed approval of the Change Order. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Contractor hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.
- 6.2. Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County.

Change Orders shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor.

SECTION 7. INSURANCE

7.1. The Contractor shall maintain throughout the term of this Agreement and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Damage to Rented Premises (each occurrence fire) \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee

7.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Services, the Contractor must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, with the exception of Workers' Compensation, shall name "Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear" as "Additional Insureds." The Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide a thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 8. INDEMNIFICATION; SOVEREIGN IMMUNITY

8.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County and the U.S. Department of Housing and Urban Development (HUD) including their

officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, arising out of the Contractor's performance of the Services under this Agreement.

- 8.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Services and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Services, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.
- 8.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.
- 8.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 9. DEFAULT AND TERMINATION

9.1. Default by Contractor. If the Contractor fails to satisfactorily perform any condition, provision, or obligation of this Agreement and/or Purchase Order/Task Authorization; fails to make progress so as to endanger performance under the terms and conditions of this Agreement; fails to perform or begin Services on time or as directed by the Project Manager; fails to perform the Services with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Services; performs the Services unsuitably or neglects or refuses to remove materials or to perform anew such Services as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Services, or fails to resume Services which has been discontinued within a reasonable time after notice to do so; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

- 9.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, expenses, and costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.
- 9.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give twenty (20) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as is specifically authorized in writing by the County.
- 9.4. Unless directed differently in the Notice of Termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.
- 9.5. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.
- 9.6. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.
- 9.7. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts

of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 10. LIQUIDATED DAMAGES

- 10.1. The Contractor must adhere to the final completion date set forth in a Purchase Order and/or Task Authorization authorizing the Services. In the event the Services are not fully completed by the final completion date, which may be revised upon written consent of the County, a liquidated damage amount may be enforced as further defined below. The parties agree that such liquidated damages are not a penalty.
- 10.2. The parties hereto mutually understand and agree that time is of the essence in the performance of the Services and that the County will incur damages if the Services are not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform, and complete the Services by the final completion date set forth in the Purchase Order and/or Task Authorization. The parties agree that the total amount of the County's damages, in whole or in part, due to the Contractor's failure to complete the Services, will be difficult, if not impossible, to definitely ascertain and quantify.
- 10.3. Should the Contractor fail to complete the Services by the final completion date set forth in the Purchase Order and/or Task Authorization authorizing the Services, it is mutually agreed to and understood by both parties that the Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum of \$100.00 per workday for each and every day after the final completion date set forth in the Purchase Order and/or Task Authorization until final completion is achieved. This liquidated damages provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until final completion has been achieved by any completing contractor or County forces. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County. Notwithstanding the foregoing, the Contractor shall have no liability for any liquidated damages due to or arising from (a) any County delay, unless such delay is due to the Contractor's breach hereunder; or (b) the withholding on the part of the County through the Project Manager of any consent, direction or approval required by the County hereunder which causes delay on the part of the Contractor for which the Contractor has delivered to the County written notice describing the delay and its cause; or (c) delays caused by and directly attributable to any event of Force Majeure. The final completion date shall be tolled for a period of time equal to the aggregate of all delays arising under the sentence immediately preceding.
- 10.4. Permitting the Contractor to continue the Services, or any part of the Services, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Agreement.
- 10.5. The parties agree that, although such liquidated damages are difficult to ascertain, the above amount has been agreed upon by the parties as the reasonable approximation of the

amount of damages the County would suffer caused by the Contractor's breach addressed above. The County's decision to seek liquidated damages shall not be construed as a waiver of any legal remedies the County may have as to any subsequent default or breach under this Agreement.

10.6. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. AUTHORITY TO SUSPEND WORK

11.1. The County Representative and/or Project Manager shall have the authority to suspend the Services, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Services. Should the County be prevented or enjoined from proceeding with the Services either before or after the start of any Services by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the Services will be extended to such reasonable time as the County may determine and will be set forth in writing. In the event of any such suspension, the Contractor shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 12. AUDIT OF CONTRACTOR'S RECORDS

- 12.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives. The Contractor and any of its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Contractor must make the records available upon request.
- 12.2. All records connected with this Agreement must be retained for a period of six (6) years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.
- 12.3. Failure of the Contractor or any of its subcontractors to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

SECTION 13. TAXES

13.1. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

SECTION 14. APPROPRIATED FUNDS

14.1. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 15. SCRUTINIZED COMPANIES CERTIFICATION

15.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 16. PUBLIC RECORDS

- 16.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:
 - a. Keep and maintain public records required by the County to perform the Services required under the Agreement;

- b. Upon request from the County's custodian of public records, provide the County 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, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 16.2. The Contractor's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.
- 16.3. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:
 - a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
 - b. If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
 - c. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 17. SUBCONTRACTORS

- 17.1. Subcontractors may be utilized in connection with this Agreement only with PRIOR WRITTEN CONSENT from the County, and only for reasonable cause, as judged by the County.
- 17.2. Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor. The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subcontractors and of persons directly or indirectly employed by them.
- 17.3. The Contractor shall cause appropriate provisions under this Agreement to be inserted in all subcontractor agreements relative to the Services giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.
- 17.4. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 18. SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESTORE DAMAGED PROPERTY

- 18.1. The Contractor shall maintain a safe and secure worksite for the duration of the Services and shall conduct all Services safely to prevent injury to people and to ensure safe passage of people around the demolition area. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Services and secure all equipment, tools, and related materials. It shall be the Contractor's responsibility to ensure that its personnel and all equipment operators are performing Services in a safe manner and in compliance with all applicable state, federal and OSHA rules, ordinances, laws, and regulations.
- 18.2. The Contractor shall preserve from damage all property, including, but not limited to, structures, utilities, services, roads, fencing, vehicles, landscaping, trees, and shrubbery along the line of the Services, or which is in the vicinity of or is in any way affected by the Services, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. The Contractor shall be held responsible for immediately repairing or replacing, at its own cost and expense, such property to the satisfaction of the County which is damaged by reason of the Contractor's Services on or around such property.
- 18.3. In case of failure on the part of the Contractor to restore and/or replace such property, or to make good such damage or injury, the County Representative and/or Project Manager may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. Nothing in this provision shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the

County Representative and/or Project Manager, provided that such property has not been damaged as a result from the performance of the Services or through fault of the Contractor, its employees or agents.

SECTION 19. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- 19.1. The Contractor acknowledges that CDBG Funds will be used by the County to pay for the Services provided under this Agreement.
- 19.2. The Contractor acknowledges that the County as a recipient of CDBG Funds must complete financial, performance, and compliance reporting as may be required. The Contractor agrees to support the County's efforts to comply with any reporting obligations as required and established by HUD.
- 19.3. The Contractor agrees to comply with all applicable CDBG requirements including, but not limited to the requirements and conditions attached to the Bid and 24 CFR governing Housing and Urban Development. To the extent applicable to the Services under this Agreement, the Contractor agrees to comply with and shall require all of its subcontractors to comply with the CDBG Requirements attached hereto as **Attachment C**, HUD Federal Labor Standards Provisions attached hereto as **Attachment D**, David Bacon Wage Decision attached hereto as **Attachment E**, and 24 CFR 85.36 Procurement attached hereto as **Attachment F**.
- 19.4. The Contractor hereby certifies that the following Certifications executed by the Contractor in its response to the Bid and attached hereto are still valid and are incorporated herein by reference:
 - Certification Regarding Debarment, Suspension, and Ineligibility Attachment G
 - Anti-Lobbying Certification Attachment H
 - Certification of Payments to Influence Federal Transactions Attachment I
 - Affidavit and Certification for Claiming Status as a Section 3 Business Attachment J
 - Section 3 Compliance Report: Existing Core Workforce List Attachment K
 - Acknowledgement of Terms, Conditions, and Grant Clauses Attachment L

The Contractor agrees to execute any additional certifications or documents that the County and/or HUD may reasonably require.

- 19.5. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement, and expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontractor agreement.
- 19.6. If the Contractor enters into any contracts or agreements with any third parties, vendors, subconsultants, subcontractors, etc., then any such contract or agreement must include the provisions as required under this Agreement and must attach and incorporate the Attachments identified in this Agreement.

SECTION 20. PUBLIC ENTITIES CRIMES

- 20.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 20.2. By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.
- 20.3. In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.
- 20.4. The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 21. NON-DISCRIMINATION

- 21.1. In performance of this Agreement, the Contractor agrees to comply with the following statues and regulations prohibiting discrimination:
 - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - 2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance:
 - 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - 5. Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in

employment, public accommodations, transportation, State and local government services, and telecommunications.

SECTION 22. SUSPENSION AND DEBARMENT

- 22.1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. By execution of this Agreement, the Contractor certifies, that neither it nor its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. §180.905) are presently disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency (see 2 C.F.R. § 180.940 and 2 C.F.R. § 180.935).
- 22.2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a provision requiring such compliance with these regulations in any lower tier covered transaction it enters into.
- 22.3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County and the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

SECTION 23. LOBBYING PROHIBITION CERTIFICATION

23.1. In compliance with Section 216.347, Florida Statutes, the undersigned hereby certifies that the Contractor shall not use any funds associated with this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The Contractor further certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

SECTION 24. AMENDMENT OR MODIFICATION OF AGREEMENT

24.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents or Invoices forwarded by the Contractor to the County.

SECTION 25. INDEPENDENT CONTRACTOR

25.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 26. NO ASSIGNMENT

26.1. The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 27. NO THIRD-PARTY BENEFICIARIES

27.1. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

SECTION 28. FURTHER ASSURANCES

28.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Contractor further agrees to execute such documents as the County may reasonably require.

SECTION 29. REMEDIES

29.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 30. GOVERNING LAW AND VENUE

30.1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 31. ATTORNEYS' FEES

31.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 32. NOTICE

All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to County: If to Contractor:

Conner Construction and Demolition

4839 Highway 17 South Green Cove Springs, FL 32043

Attention: David Conner, Owner

Clay County P.O. Box 1366 477 Houston Street

Green Cove Springs, FL 32043

Attention: Howard Wanamaker, County

Manager

Copy to: Victoria Hapner

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the of the respective party will be provided to the other party.

SECTION 33. WAIVER

33.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 34. SEVERABILITY

34.1. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 35. HEADINGS

35.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 36. COUNTERPARTS

36.1. The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same Agreement.

SECTION 37. ATTACHMENTS

37.1. All attachments to this Agreement are incorporated by reference as if set out fully herein:

Attachment A	Bid Scope of Work	
Attachment B	Price Sheet	
Attachment C	CDBG Requirements	
Attachment D	HUD Federal Labor Standards Provisions	
Attachment E	Davis Bacon Wage Decision	
Attachment F	24 CFR 85.36 – Procurement	
Attachment G	Certification Regarding Debarment, Suspension, and Ineligibility	
Attachment H	Anti-Lobbying Certification	
Attachment I	Certification of Payments to Influence Federal Transactions	
Attachment J	Affidavit and Certification for Claiming Status as a Section 3 Business	
Attachment K	Section 3 Compliance Report: Existing Core Workforce List	
Attachment L	Acknowledgement of Terms, Conditions, and Grant Clauses	

SECTION 38. AUTHORITY

38.1. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

CONNER CONSTRUCTION AND DEMOLITION, LLC

	By:
	Print Name:
	Print Title:
	CLAY COUNTY, a political subdivision of the State of Florida
ATTEST:	By:Wayne Bolla Its Chairman
Tara S. Green Clay County Clerk of Court and Comptrolle Ex Officio Clerk to the Board	 er

F:\Contract\grant agreements\CDBG\Demo and Removal.doc

ATTACHMENT A RFP SCOPE OF WORK

BID NO. 21/22-34, CDBG - DEMOLITION & REMOVAL SERVICES

PURPOSE

Clay County is soliciting bid responses to assist the Development Services Department to provide demolition and removal services for various mobile homes throughout Clay County as needed. No quantities are guaranteed. Services shall be for eligible residents through the Community Development Block Grant Program (CDBG) This program is made available through a federal allocation of funds from the U.S. Department of Housing and Urban Development. The Consolidated Plan and Annual Action Plan can be viewed at: https://www.claycountygov.com/home/showpublisheddocument/7982/637823262175500000

QUALIFICATION OF PERSONNEL

The Contractor must possess all license(s) required in accordance with the federal, state and county's statutory requirements to perform the work. The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance. Contractor's personnel shall at all times present a neat appearance while performing services.

SCOPE OF WORK

The contractor shall furnish all labor, materials, equipment, tools, supplies, fuel, traffic control costs, and supervision required to complete the work. All vehicles and equipment used by the contractor shall be clearly and legibly marked with the contractor's name.

The Contractor shall commence performance within forty-eight (48) hours of receipt of notice to proceed.

Contractor is responsible for any/all required demolition permits required by local authorities and ordinances.

Contractor is responsible to legally dispose of all items at the Rosemary Hill Solid Waste Management Facility, 3545 Rosemary Hill Road, Green Cove Springs, Florida 32043, per ordinance.

Mobile homes to be demolished will be unoccupied.

Contractor shall supply County with copy of landfill disposal receipts.

Contractor shall place compacted fill dirt in ruts created by equipment and holes created by removal of structures at the direction of the County Representative.

Individual projects are subject to further negotiation of scope of work and fee based on condition or needs outside of what is anticipated in this bid.

DAMAGE PREVENTION AND SAFETY

It shall be the contractor's responsibility to ensure that all equipment operators are performing the work in a safe manner. The contractor must comply with all applicable State, Federal and Occupational Safety and Health Act (OSHA) rules, ordinances, laws, and regulations. The County shall be held harmless against any unsafe conditions and contractor employee incidents.

The contractor shall conduct all demolition operations safely to prevent injury to people and ensure safe passage of people around demolition area.

The contractor shall use due care to avoid damaging property associated with, adjacent to or in any way affected by the work being performed. Included in this provision are items such as landscaping, fencing, vehicles, buildings and other items which may be located on the premises. The County's project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

WORK HOURS

Work shall be performed during daylight hours Monday through Friday. The Contractor shall manage disposal operations to coincide with landfill operating hours.

TERM

Term for these services shall end September 30, 2022 with the option of a possible time extension, depending on grant approval.

LIQUIDATED DAMAGES

The Contractor shall be assessed Liquidated Damages (LD) of \$100.00 for each day past final completion date set by the contract.

Time for completion of each project will be noted in a work order or purchase order issued per project.

BID AWARD

Bid award will be based on per ton cost on price sheet.

PAYMENT

Contractor may request payment no more than once monthly based on the amount of project work completed. The amount of such payments shall be the total value of the project work done to the date of the pay application.

ADDITONAL SERVICES AND FEES

If the County and/or Contractor identifies any additional services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor.

REFERENCES

Provide three (3) references for work completed on similar projects using the form attached to this document.

ATTACHMENT B PRICE SHEET

BID NO. 21/22-34, CDBG - DEMOLITION & REMOVAL SERVICES PRICE SHEET

1) Mobile Homes Demolition and Debris Disposal (Price Per Ton): \$ 312.50
2) Fill Dirt (Price Per CY): \$ 16.50
Total of $(1+2)$ above: 329.00
*Individual projects will be subject to further negotiation if necessary based on condition or needs outside of what is anticipated in this bid.
Total Bid (in words): THREE HUNDRED TWENTY-NINE AND 00/100
Bids require a (5%) bid bond based on total above and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.
CONTRACT EXECUTION INFORMATION:
COMPANY NAME: Conner Construction AND DEMOLITION
DESIGNATED SIGNEE: Claurel Com-
MAILING ADDRESS: 4839 Hwy 17 South
GREEN COVE SPRINGS FL 32043
EMAIL: dsbconneregmail.com

ATTACHMENT C CDBG REQUIREMENTS

CDBG REQUIREMENTS:

1. ANTI-LOBBYING CLAUSE (Cone of Silence):

Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. If it is determined that improper communications were conducted, the Bidder/Proposer maybe declared non-responsible.

2. DISADVANTAGED BUSINESS ENTERPRISE (DBE):

- 2.1 The County encourages the use of Disadvantaged Business Enterprise Bidder(s) as defined and certified by the State of Florida Department of Transportation (DBE).
- 2.2 Bidder is requested to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Clay County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

3. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY:

- 3.1 The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 3.2 The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 3.3 The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub- contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

3.4 An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

4. RECORDS:

- 4.1 Retention: The bidder shall maintain such financial records and other records as may be prescribed by Clay County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of three years after final payment, or until they are audited by Clay County, whichever event occurs first.
- 4.2 Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to: Keep and maintain public records required by the County to perform the service.
- 4.3 Upon request from the County's custodian of public records, provide the County 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 or as otherwise provided by law.
- 4.4 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 the County.
- 4.5 Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

4.6 Apply by all requirements of the CDBG Supplemental Conditions, Federal Labor Standards Provision, and Section 3.

5. EMPLOYMENT ELIGIBILITY (USING E-VERIFY), AGENCY – VENDORS - CONTRACTORS:

- 5.1 Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement http://www.dhs.gov/E-verify; and
- 5.2 Shall expressly require any contractors/consultants and subcontractors/consultants performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/consultant and subcontractor/consultant during the Agreement term.

6. CLEAN AIR ACT:

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

7. ENERGY POLICY AND CONSERVATION ACT:

CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

8. TERMINATION FOR CAUSE AND/OR CONVENIENCE

- 8.1 The County, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause (for convenience), in whole or in part, when the County determines in its sole discretion that it is in the County's best interest to do so. In the event of termination, the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.
- 8.2 If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

9. DEBARMENT AND SUSPENSION

- 9.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 9.2 The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 9.3 This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Clay County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 9.4 The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT

With respect to all construction contracts and subcontracts over two thousand dollars (\$2,000) at least partly financed by a loan or grant from the Federal Government, and including contracts for actual construction, alteration and/or repair, including painting and decorating, the following provisions shall apply.

i. Minimum wages – (i) All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis - Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to

the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its sub- CONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- 1. Except with respect to helpers as defined as 29 C.F.R. 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2. The classification is utilized in the area by the construction industry; and
- 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- 4. With respect to helpers as defined in 29 C.F.R. 5.2(n) (4), such a classification prevails in the area in which the work is performed.
- (B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of

receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

- (C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (ii) (B) or (C) of this section, shall be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.
- ii. Withholding CCBOCC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under the Contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any sub-CONTRACTOR the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, CCBOCC may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- iii. Payrolls and basic records Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash

equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The CONTRACTOR shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to CCBOCC for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 C.F.R. part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all sub- CONTRACTORS.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub- CONTRACTOR or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
- 1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 C.F.R. part 5 and that such information is correct and complete;
- 2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
- 3. That each laborer or mechanic has been paid not less than the applicable wage

rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.

- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (c) (i) (B) of this section.
- (D) The falsification of any of the above certifications may subject the CONTRACTOR or sub- CONTRACTOR to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The CONTRACTOR or sub- CONTRACTOR shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or sub-CONTRACTOR fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.
- iv. Apprentices and trainees (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than

that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or sub- CONTRACTOR 's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(II) Trainees - Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

- (iii) Equal employment opportunity The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.
- i. Compliance with Copeland Act requirements. The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.
- vi. Subcontracts. The CONTRACTOR or sub- CONTRACTOR shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub- CONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any sub- CONTRACTOR or lower tier sub-CONTRACTOR with all the Contract clauses in 29 C.F.R. 5.5.
- vii. Contract termination: debarment. A breach of the Contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a sub- CONTRACTOR as provided in 29 C.F.R. 5.12.
- viii. Compliance with Davis Bacon and Related Act requirements. All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the Contract.
- ix. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general dispute's clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub-CONTRACTORS) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- x. Certification of eligibility (i) By entering into the Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
 - (ii) No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal

Code, 18 U.S.C. 1001.

11. Contractor must be registered in Sam.gov for any federally funded project.

ATTACHMENT D HUD FEDERAL LABOR STANDARDS PROVISIONS

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

- (D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- (2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/forms or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- **(B)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of Eligibility.

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.
- (11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds \$100,000.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT E DAVIS BACON WAGE DECISION

"General Decision Number: FL20220058 02/25/2022

Superseded General Decision Number: FL20210058

State: Florida

Construction Type: Residential

County: Clay County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

|If the contract is entered linto on or after January 30, |2022, or the contract is |renewed or extended (e.g., an |. The contractor must pay option is exercised) on or lafter January 30, 2022:

- |. Executive Order 14026 generally applies to the | contract.
- | all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.

|If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and | generally applies to the |January 29, 2022, and the |contract is not renewed or extended on or after January 130, 2022:

- | contract.
 - |. The contractor must pay all I covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, | if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number

Publication Date 01/07/2022

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02/25/2022

ENGI0673-009 05/01/2021

	Rates	Fringes	
POWER EQUIPMENT OPERATOR: Crawler Crane, Hydro Crane, Locomotive Crane,			
Tower Crane, Truck Crane Gantry Crane, Bridge Crane		12.00 12.00	
Oiler	\$ 27.08	12.00	
PLUM0234-003 09/01/2020			.===
	Rates	Fringes	
PLUMBER, Including HVAC Pipe Installation	\$ 31.09	15.45	
SHEE0435-006 04/01/2021			
3.7244 (37.74.5 (37.4.4.4.5 (34.4.7)	Rates	Fringes	
SHEET METAL WORKER (Excluding HVAC Duct Installation)		15.19	
* SUFL2009-097 06/08/2009			
0.30000.10.301.026.004.003	Rates	Fringes	
BRICKLAYER		0.00	
	20.00	0.00	
CARPENTER, Excludes Drywall Hanging, and Form Work	\$ 14.14 **	0.00	
CEMENT MASON/CONCRETE FINISHER.	\$ 12.97 **	0.00	
DRYWALL FINISHER/TAPER	\$ 16.13	0.00	
DRYWALL HANGER	\$ 12.35 **	0.00	
ELECTRICIAN	\$ 11.79 **	0.00	
FLOOR LAYER: Carpet		0.00	
FORM WORKER	\$ 12.00 **	0.46	
HVAC MECHANIC (Installation of HVAC Duct)	\$ 13.99 **	0.00	
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL	\$ 9.00 **	0.00	
LABORER: Asphalt Raker	\$ 10.12 **	0.00	
LABORER: Common or General	\$ 9.00 **	0.00	
LABORER: Mason Tender - Brick.	\$ 11.51 **	0.00	
LABORER: Mason Tender - Cement/Concrete	\$ 10,46 **	0.00	
LABORER: Pipelayer		0.00	
LABORER: Roof Tearoff	\$ 9.00 **	0.00	

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	andscape and	0.05	2.4	
Irrigation	\$	8.05	**	0.00
LATHER	\$	14.20	**	0.00
12.74				200
OPERATOR:	Asphalt Paver\$	11.63	**	0.00
OPERATOR:	Backhoe Loader			
Combo	\$	17.04		0.00
OPERATOR:	Backhoe/Excavator\$	12.72	**	0.00
OPERATOR:	Bulldozer\$	12.40	* *	0.00
OPERATOR:	Distributor\$	11.41	**	0.00
OPERATOR:	Forklift\$	17.50		0.00
OPERATOR:	Grader/Blade\$	15.50		0.00
OPERATOR:	Loader\$			0.00
OPERATOR:	Roller\$	10.59	**	0.00
OPERATOR:	Screed\$	10.93	**	0.00
OPERATOR:	Trackhoe\$	15.68		0.00
OPERATOR:	Tractor\$	10.20	* *	0.00
PAINTER, I	ncludes Brush,			
	Spray (Excludes			
Drywall Fi	nishing/Taping)\$	10.68	**	0.00
PLASTERER.	\$	15.10		0.00
ROOFER. In	cludes Built Up,			
	itumen, and Shake &			
	ofs (Excludes Metal			
	\$	9.68	**	0.00
ROOFER: M	etal Roof\$	16.99		0.00
TILE SETTE	R\$	12.46	* *	0.00
TRUCK DRIV	ER. Includes Dump			
	\$	10.62	* *	0.00
TRUCK DRIV	ER: Lowboy Truck\$	12,14	* *	0.00
TRUCK DRIV	ER, Includes Dump	10.62	**	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

^{**} Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

4 of 6 3/30/2022, 4:49 PM

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor

200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISIO"

ATTACHMENT F 24 CFR 85.36 – PROCUREMENT

24 CFR 85.36 -Procurement

(a) **States.** When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and sub grantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

- (1) Grantees and sub grantees **will use their own procurement procedures** which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.
- (2) Grantees and sub grantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (3) Grantees and sub grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - (i) The employee, officer or agent,
 - (ii) Any member of his immediate family,
 - (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.
- (4) Grantee and sub grantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (5) To foster greater economy and efficiency, grantees and sub grantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.
- (6) Grantees and sub grantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (7) Grantees and sub grantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (8) Grantees and sub grantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- (9) Grantees and sub grantees <u>will maintain records</u> sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: <u>rationale for the method</u>

of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

- (10) Grantees and sub grantees will use time and material type contracts only -
- (i) After a determination that no other contract is suitable, and
- (ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.
- (11) Grantees and sub grantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or sub grantee of any contractual responsibilities under its contracts. **Federal agencies will not substitute their judgment for that of the grantee or sub grantee unless the matter is primarily a Federal concern.** Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.
- (12) Grantees and sub grantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protester must exhaust all administrative remedies with the grantee and sub grantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:
- (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and
- (ii) Violations of the grantee's or sub grantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or sub grantee.

(c) Competition.

- (1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:
 - (i) Placing unreasonable requirements on firms in order for them to qualify to do business,
 - (ii) Requiring unnecessary experience and excessive bonding,
 - (iii) Noncompetitive pricing practices between firms or between affiliated companies,
 - (iv) Noncompetitive awards to consultants that are on retainer contracts,
 - (v) Organizational conflicts of interest,
- (vi) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
 - (vii) Any arbitrary action in the procurement process.
- (2) Grantees and sub grantees will conduct procurements in a manner that prohibits the use of statutory or administratively imposed <u>in-State or local geographical preferences</u> in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. <u>Nothing in this section preempts State licensing laws</u>. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (3) Grantees <u>will have written selection procedures</u> for procurement transactions. These procedures will ensure that all solicitations:
- (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
- (ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
 - (4) Grantees and sub grantees will ensure that all pre qualified lists of persons, firms, or products which are

used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and sub grantees will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed -

- (1) **Procurement by small purchase procedures.** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procurements are used, price or rate quotations will be obtained from an adequate number of qualified sources.
- (2) **Procurement by sealed bids (formal advertising).** Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in 85.36(d)(2)(i) apply.
 - (i) In order for sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is available;
 - (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - (ii) If sealed bids are used, the following requirements apply:
- (A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
- (B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
 - (C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (D) A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (E) Any or all bids may be rejected if there is a sound documented reason.
- (3) **Procurement by competitive proposals.** The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
- (i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
 - (ii) Proposals will be solicited from an adequate number of qualified sources;
 - (iii) Grantees and sub grantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
- (iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - (v) Grantees and sub grantees may use competitive proposal

procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) **Procurement by noncompetitive proposals** is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

- (i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
 - (A) The item is available only from a single source;
- (B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
 - (C) The awarding agency authorizes noncompetitive proposals; or
 - (D) After solicitation of a number of sources, competition is determined inadequate.
- (ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, is required.
 - (iii) Grantees and sub grantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

- (1) The grantee and sub grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 - (2) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract Cost And Price

- (1) Grantee and sub grantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offerer is required to submit the elements of his estimated cost, e.g., under professional consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and the sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price on a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.
- (2) Grantees and subgranteesd will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (&85.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.
 - (4) The cost plus a percentage of cost and percentage of contracting shall not be used.

(g) Awarding agency review.

(1) Grantees and sub grantees must make available, upon request of the awarding agency, technical

specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or sub grantee desires to have the review accomplished after a solication has been developed, the awarding agency may stillreview the specifications, with such review usually limited to the technical aspects of the proposed purchase.

- (2) Grantees and sub grantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc., when:
- (i) A grantee's or sub grantee's procurement procedures or operation fails to comply with the procurement standards in this section; or
- (ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
- (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a brand name product; or
- (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
- (3) A grantee or sub grantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.
- (i) A grantee or sub grantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
- (ii) A grantee or sub grantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self certification procedure, awarding agencies may wish to rely on written assurances from the grantee or sub grantee that it is complying with these standards. A grantee or sub grantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions.

A grantee's and sub grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract

terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

- (2) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 . 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)
 - (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40
 - U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
 - (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
 - (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years aftergrantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

***** END OF DOCUMENT *****

ATTACHMENT G CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The Consultant certifies that:

- 1. This Contract is a covered transaction for purposes of 2 CFR, Part 180. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) ordisqualified (defined at 2 CFR 180.935).
- 2. The Consultant must comply with 2 CFR Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 CFR Part 180, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4. The Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C while this proposal is valid and throughout the period of any contract that may arise from this proposal. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Consultant of this Certification completed by its subconsultants.

FIRM NAME: Conner Construction & Democition

ADDRESS: 4839 Huy 17 South Green CoreSprings FL 32043

FIRM'S AUTHORIZED OFFICIAL:

DAVID CONNER OWNER Jail Com 23 Apr 2022

ATTACHMENT H ANTI-LOBBYING CERTIFICATION

ANTI-LOBBYING CERTIFICATION

The undersigned Consultant certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant, Consultant & Demouron, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Firm's Authorized Official

Name and Title of Firm's Authorized Official

22 Apr 2022

DAVID CONNER-

Date

ATTACHMENT I CERTIFICATION OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS

BID No. 21/22-34, CDGB - DEMOLITION & REMOVAL SERVICES

Certification of Payments to Influence Federal Transactions

HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in

accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

OWNER Name of Authorized Official Sauid Conner

ATTACHMENT J AFFIDAVIT AND CERTIFICATION FOR CLAIMING STATUS AS A SECTION 3 BUSINESS

BID No. 21/22-34, CDGB - DEMOLITION & REMOVAL SERVICES

Affidavit for and Certification for Claiming Status as a Section 3 Business

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain federally assisted projects shall to the greatest extent feasible, and consistent with existing Federal, State, and County rules and regulations, be directed to lo- and very low-income persons, particularly those receiving housing and assistance and to businesses that provide economic opportunities to these persons.

	nse for certain federally assisted projects that do not include this completed document responsive and not eligible for award.
Name of Business:	Conner Construction AND Domocition
Contact Person:	David Conner Title: OWNER
Address of business:	4839 Huy 17 Sourit Green Cove Spains Fr 32043
Telephone Number:	904 . 810 . 8615 Fax Number:
E-mail Address:	dsbconner egmail.com
Federal Employer Iden	02 2122225
2. Check where applica	orporation □ Sole Proprietorship □ Partnership □ Joint Venture ble and provide required documentation: , sole proprietorship, partnership corporation or joint venture NOT claiming a Section 3
as: ☐ A business	sole proprietorship, partnership corporation or joint venture claiming a Section 3 status that has a 51% ownership by a Section 3 qualified resident(s) (submit the following Section 3 Resident Self-Certification Forms
of the date of first en □ List of all cu □ List of emp □ Ph	ng 30% of current full-time workforce qualify as section 3 residents, or within three years aployment with the business were section 3 residents. urrent full-time employees, and, loyees claiming Section 3 residence status and for each such employee HA/IHA Residential lease less than three years from date of employment, or her evidence of Section 3 status less than three years from day of employment.
awarded to business	ng to subcontract in excess of 25 percent of the dollar award of all subcontracts to be concerns that meet the qualifications set forth in paragraphs (1) or (2) above. cion 3 subcontractor(s) and subcontract amount(s).
I certify to the best of	f my knowledge that the information contained here within is true and correct.
Print name:	
Signature: La	ind Carrier Date: 22 Apr 2022
Title:(DUNER

NOTE: Clay County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

ATTACHMENT K SECTION 3 COMPLIANCE REPORT: EXISTING CORE WORKFORCE LIST

BID No. 21/22-34, CDGB - DEMOLITION & REMOVAL SERVICES

Section 3 Compliance Report Existing Core Workforce List

Must be completed by all contractors and sub-contractors prior to issuance of Notice to Proceed/Notice of Commencement.

Contractor is also required to provide this form to any subcontractors they hire for this

COBG DEMOLITION AND REMOVAL SERVICES

project.

Contract Name:

Project Name:				
Project Address:	VARIES			
Contract Award Date:				
The following is a list payroll prior to the bid form prior to commen	l advertiseme	loyees." These employ nt for contract award. T the project.	ees have been he contractor n	on the active nust submit this
Employee Name	SSN (last 4 digits only)	Job Classification	Hire Date	Date Last Employed

^{*}Please attach additional page(s) if additional space is needed

BID No. 21/22-34, CDGB - DEMOLITION & REMOVAL SERVICES

Section 3 Compliance Report Existing Core Workforce List

Review the information below and check all that apply: ☑ We have not hired any new employees as a result of the award of contract. ☐ We have hired employees since the award of contract. ☐ The number of newly hired employees that meet Section 3 criteria is For any newly hired positions since the award of contract, we have taken one or more of the following recruitment steps to hire employees who live within Clay County and who meet Section 3 criteria: (check all the apply) ☐ Advertised to fill vacancies in a local newspaper. ☐ Posted vacancies prominently at the job site. ☐ Placed signs or posters announcing vacancies at the local public housing authorities in Clay ☐ Distributed employment flyers in locations accessible to Section 3 Residents. ☐ Posted employment flyers in various locations within Clay County. ☐ Kept a log of all applications and for every position created by this project. ☐ Retain copies of employment applications completed by Section 3 resident. ☐ Other – Please provide details By my signature below I am certifying the information provided herein is true and correct to the best of my knowledge. Print name: Signature: Date:

Title:

ATTACHMENT L ACKNOWLEDGEMENT OF TERMS, CONDITIONS, AND GRANT CLAUSES

BID No. 21/22-34, CDGB - DEMOLITION & REMOVAL SERVICES

Acknowledgement of Terms, Conditions and Grant Clauses

Flow Down of Terms and Conditions from the Grant Agreement

requirements identified in this solicitation document(s).

Subcontracts: If the vendor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Department for review and approval. The vendor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

Certification
On behalf of my firm, I acknowledge, and agree to perform all of the specifications and grant

Vendor/Contractor Name Conner Constantinos AND Democition

Authorized Signature

Conner Constantinos AND Democition

Date 22 ADR 2022

Authorized Signature

Address 4839 Huy 11 South Green Cove Sprintes

Solicitation/Contract # CLAY Coursey B10 21/22 - 34



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

TO: Board of County Commissioners

DATE: 5/12/2022

FROM: Courtney

Grimm

SUBJECT:

AGENDAITEM

TYPE:

ATTACHMENTS:

Upload Date Description Type File Name

Collective

BC_CBA_Agreement_2022-2024_5.16.pdf Bargaining Cover Memo 5/19/2022

Agreement

REVIEWERS:

Department Reviewer Action Date Comments County Attorney Item Pushed to 5/18/2022 - 1:59 PM Streeper, Lisa Approved

Agenda

CLAY COUNTY AGREEMENT/CONTRACT

COLLECTIVE BARGAINING AGREEMENT BETWEEN CLAY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AND

THE CLAY COUNTY FIRE/RESCUE PROFESSIONALS UNIT "B", INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3362B FISCAL YEARS 2022-2024

This Collective Bargaining Agreement (this Agreement) is made and executed between Clay County, a political subdivision of the State of Florida (the County), by and through its Board of County Commissioners (the Board), and The Clay County Fire/Rescue Professionals, International Association of Firefighters Local 3362B (the Union).

Recitals

WHEREAS, pursuant to Part II of Chapter 447, Florida Statutes, the Union is the certified bargaining agent on behalf of certain employees of the Fire/Rescue Division of the County's Department of Public Safety; and,

WHEREAS, the prior Collective Bargaining Agreement expired on September 30, 2021, pursuant to Article 28 thereof; and,

WHEREAS, pursuant to Article 28 of the prior Collective Bargaining Agreement, and pursuant to the requirements of Part II of Chapter 447, Florida Statutes, representatives of the Union (the Union's Bargaining Team) and of the County Manager (Management's Bargaining Team) met in a series of bargaining sessions commencing in the summer of 2021 and continuing to the spring of 2022, for the purpose of negotiating a new agreement to succeed the prior Collective Bargaining Agreement; and,

WHEREAS, the Union's Bargaining Team and Management's Bargaining Team reached a tentative agreement on a new Collective Bargaining Agreement to succeed the prior Collective Bargaining Agreement and to be in effect through September 30, 2024; and,

WHEREAS, the members of the bargaining unit represented by the Union have voted to ratify the Agreement; and,

WHEREAS, the Agreement was presented to the Board at its May 24, 2022 meeting, at which time the Board ratified the same; and,

WHEREAS, by their entry into this Agreement, the Union and the County desire to formally enter into the Agreement.

WITNESSETH

NOW THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party and objections to the sufficiency and adequacy of which are hereby waived by each party, the parties agree as follows:

- 1. On and after the effective date of this Agreement, and continuing through September 30, 2024, the parties shall be governed under the terms of the Agreement attached hereto as Exhibit A.
- 2. The prior Collective Bargaining Agreement expired by its terms on September 30, 2021.
- 3. The effective date of this Agreement shall be the date and time that it shall have been ratified by both the Union and the Board.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of each.

	UNION: The Clay County Fire/Rescue Professionals Unit "B", International Association of Firefighters Local 3362B
	By: Joshua Eric Soles, President
	COUNTY: Clay County, a political subdivision of the State of Florida, by and through its Board of County Commissioners
ATTEST:	By: Wayne Bolla, Chairman
Γara S. Green	

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CLAY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

AND

THE CLAY COUNTY FIRE/RESCUE PROFESSIONALS UNIT "B",
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3362B
FISCAL YEARS 2022-2024

Contents

ARTICLE 1 – PREAMBLE	3
ARTICLE 2 – UNION RECOGNITION	5
ARTICLE 3 – UNION ACTIVITIES	6
ARTICLE 4 – UNION SECURITY AND CHECK-OFF	8
ARTICLE 5 – SAVINGS AND SEVERABILITY	9
ARTICLE 6 – MANAGEMENT RIGHTS	10
ARTICLE 7 – STRIKE AND LOCK OUT PROHIBITION	13
ARTICLE 8 – SPECIAL MEETINGS	15
ARTICLE 9 – GRIEVANCE PROCEDURE	16
ARTICLE 10 – WORK RULES	20
ARTICLE 11 – DISCIPLINE AND DISCHARGE	21
ARTICLE 12 – DRUG AND ALCOHOL ABUSE POLICY	22
ARTICLE 13 – SAFETY AND HEALTH	29
ARTICLE 14 – PROBATION	34
ARTICLE 15 – WORK HOURS AND OVERTIME	36
ARTICLE 16 – WAGES	39
ARTICLE 16A- INCENTIVES	43
ARTICLE 17 – HOLIDAYS	45
ARTICLE 18 – WORKERS COMPENSATION	48
ARTICLE 19 – SHIFT EXCHANGING	51
ARTICLE 20 – EDUCATIONAL INCENTIVE	52
ARTICLE 21 – PREVAILING RIGHTS	55
ARTICLE 22 – RANK STRUCTURE	58
ARTICLE 23 – STRESS MANAGEMENT	59
ARTICLE 24 – LAYOFF	60
ARTICLE 25 – PHYSICAL FITNESS	62
ARTICLE 26 – UNIFORMS	63
ARTICLE 27 – LEAVE	65
ARTICLE 28 – DURATION AND REOPENER	72

<u>Article 1 – Preamble</u>

1.1 **Parties**

This Agreement is entered into by and between The Clay County Board of County Commissioners, on behalf of Clay County, a political subdivision of the State of Florida, herein sometimes referred to as the "Employer", and The Clay County Fire/Rescue Professionals Unit "B", International Association of Firefighters Local 3362B, herein sometimes referred to as the "Union".

1.2 **Intent**

It is the intent of this Agreement to:

- (a) Assure a mutually sound and beneficial working relationship between the Union and the Employer.
- (b) Provide an orderly and peaceful means for resolving conflicts and misunderstandings which may arise.
- (c) Establish rates of pay, hours worked, and terms and conditions of employment.
- (d) Provide a fair day's work in return for a fair day's pay.
- (e) Provide conditions of employment suitable to maintaining a competent work force.
- (f) The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with the employment, promotion, or training remembering that the public interest requires the full utilization of the employee's skill and ability without regard to race, color, creed, national origin, ancestry, handicap, sex or other discrimination as outlined in the Florida Statutes.

1.3 Individual Agreements

No individual agreement between the Employer and any member of the bargaining unit represented by the Union that is contrary to the terms of this Agreement shall be enforceable.

1.4 **Maintenance of Service**

The Employer is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public. Therefore, both parties recognize the need for continuous, uninterrupted, and reliable service to the public.

1.5 **Agreement Integration**

(a) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and

proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- (b) The Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- (c) This Agreement constitutes the entire agreement of the parties, and any modification of or amendment to this Agreement shall be in writing and fully executed by the parties hereto, else be deemed ineffective and not binding.

1.6 **General Definitions**

As used herein, the following terms shall have the following meanings:

- (a) "Department" means the Department of Public Safety of the Employer.
- (b) "Division" means the Fire/Rescue Division of the Department.
- (c) "Fire Chief" means the Fire Chief of the Department.
- (d) "Firefighter CBA" means the then-current collective bargaining agreement between the Employer and the Union governing Division personnel holding the rank of Firefighter, Engineer, Lieutenant, Captain or Communications Specialist.
- (e) "Seniority" means the length of service of a bargaining unit member with the Division.
- (f) "Superiority in Rank" refers to seniority within the rank provided in Section 2.4 of Article 2.

Article 2 – Union Recognition

2.1 <u>Union Status</u>

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for those bargaining unit members that the Union is authorized to represent, for the purpose of bargaining collectively in the determination of wages, hours, and terms and conditions of employment of such members.

2.2 Gender References

Whenever a male gender is used in this Agreement, it shall be construed to include both male and female bargaining unit members.

2.3 Bargaining Unit Member Defined

A bargaining unit member or member of the bargaining unit, as used in this Agreement, means any full-time employed member of the Department holding the rank set forth in section 2.4 who is employed to engage in emergency medical services, suppression or extinguishment of fires, dispatching of Fire/Rescue crews, fire prevention and training, and other related duties.

2.4 **Bargaining Unit Composition**

The bargaining unit is comprised of all bargaining unit members, as certified by the Public Employees Relations Commission (PERC), holding the following rank:

Battalion Chief

The Employer and the Union acknowledge that the above title, with appropriate job description, has been mutually submitted to PERC. The bargaining unit includes Fire Safety Inspectors and Training Officers when meeting the above classifications.

2.5 <u>Union President</u>

The Union President or his or her designee will be the official spokesperson for the Union in any matters pertaining to this Agreement and other Union business.

<u>Article 3 – Union Activities</u>

3.1 **Non-Discrimination**

Employees of the Division shall have the right to form, join, and participate in, or refrain from joining, or participating in, the Union. There shall be no discrimination or intimidation against any bargaining unit member because of his or her membership or lack of membership in the Union, or by virtue of holding office in the Union, except that the certified bargaining agent shall not be required to process grievances for bargaining unit members who are not members of the Union.

3.2 Union Time Pool

- (a) Each member of the bargaining unit may donate earned annual leave, not to exceed fifty hours per year, and earned sick leave, not to exceed fifty hours per year, toward a pool of time which may be drawn upon at the discretion of the Union President or Vice-President; provided, the Fire Chief or the Fire Chief's designee must be notified in advance of the intention to draw upon the leave pool, and may deny its use in any particular case for just cause only, which shall include reduction in manpower below minimum levels of service.
- (b) Union time pool donations under subsection (a) shall be collected from the bargaining unit members submitted on the appropriate Time Pool Donation form. Requests for use of Union pool time shall be requested on the existing leave request form, and the appropriate Deputy Chief notified. Charges against the Union time pool shall be hour for hour, except as provided in subsection (c). The Employer shall determine whether the Union time pool shall be charged a regular or overtime rate. Such determination shall be indicated on the leave request form, and the white (employee) copy returned to the Union President. Charges against the Union pool time shall only be made with the approval of the Union President or Vice-President, with subsequent approval by the Fire Chief or the Fire Chief's designee.
- (c) The Employer shall charge the Union time pool hour for hour, or one and one-half hours for each hour of overtime worked, as appropriate, by a bargaining unit member during the time said member is replacing another member utilizing the Union time pool under this article. If the Employer desires a replacement for a bargaining unit member utilizing the Union time pool, it shall be the responsibility of the Employer to provide such replacement.

3.3 **Representation**

(a) The Officers of the Union (President, Vice-President, Secretary, Treasurer) may take reasonable time off during working hours without loss of pay to negotiate with Management, or to represent bargaining unit members at disciplinary hearings, grievance, or arbitration proceedings. Representation at such

proceedings will normally be one Officer, designated by the Union President. Each Union representative requesting time off with pay for any of the above purposes must obtain the approval of the Fire Chief or the Fire Chief's designee, prior to taking time off.

(b) The Union shall furnish a list of the Union Officers to the Fire Chief, and any changes will be promptly reported by the Union to both. These officers shall include President, Vice-President, Secretary, Treasurer, and Stewards.

Article 4 – Union Security and Check-Off

4.1 <u>Digital Access</u>

The Employer will, within fifteen days after ratification of this Agreement, and without cost to the Union, provide digital access to this Agreement in each working location.

4.2 **Dues Deduction**

Upon receipt of written authorization from a bargaining unit member, the Employer will deduct from the member's pay the amount the member owes the Union for dues. This provision will provide for twenty-six deductions per year. The Employer shall remit the amount deducted to the Union within thirty calendar days. The Union will certify changes in the Union membership dues rate by notifying the Employer in writing at least thirty calendar days in advance of the effective date of such change. The Union's certification shall include the signature of the authorized officer or officers of the Union. The Employer's remittance will be deemed correct if the Union does not notify the Employer within fourteen calendar days after a remittance is received, that the Union believes the remittance is incorrect, and the reason for that belief. A bargaining unit member may revoke his or her authorization for dues deduction by giving the Union and Employer notice in writing thirty days in advance.

4.3 **Indemnification**

The Union will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer on account of any deduction for Union dues.

4.4 Union Activities

The President or his designated representative shall have the right to present the views of Union members. All Union activities are protected to the extent they are authorized by law or by this Agreement.

4.5 **Policies and SOPs**

All bargaining unit members are covered by this Agreement, by current Division policies and procedures, by written directives, and by Standard Operating Procedures (SOPs) of the Division, as amended from time to time. Additionally, all bargaining unit members are covered by the County's Personnel Policies Manual in effect as of the date of this Agreement, as may be amended from time to time, except for the following: Sections 2.0, 3.0, 4.0, 5.0, 6.0, and 10.0, Subsections 7.01, 7.02, 7.03, 7.04, 7.05, 7.07, 7.08, 7.09, 8.01, 8.02, 8.03, 8.04, 8.05, 8.06, 11.03, 11.05, 13.1, 13.11, 13.12, 20.03 and 20.04 and Subsections of Section 14.0 that are expressly addressed in this Agreement. In the event of a conflict between any of the above referenced policies, procedures, directives or manual sections and the express provisions of this Agreement, the express provisions of this Agreement shall govern and supersede them. No changes shall be made that change the intent of this Agreement except by mutual consent. All manuals and directives governing bargaining unit members shall be provided to each working location.

<u>Article 5 – Savings and Severability</u>

5.1 **Employer's Rights**

- (a) Any of the rights, powers, and authority the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.
- (b) The exercise by the Employer of any inherent and common law management right, function, privilege or prerogative held or enjoyed by the Employer not expressly modified or restricted by a specific provision of this Agreement shall not in any way, directly or indirectly, be subject to grievance or arbitration procedures.
- (c) The Employer has no obligation to bargain over its decision to exercise any such right, function, privilege or prerogative, or the effect of any such decision unless the same shall materially affect or impact the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit.

5.2 **Severability**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court having jurisdiction in respect thereof, or by reason of any existing or subsequently enacted legislation, then

- (a) The remaining articles and sections of this Agreement shall remain in full force and effect; and,
- (b) The Union and the Employer will meet within thirty days to negotiate a replacement for the provision found to be invalid.

Article 6 – Management Rights

6.1 <u>Contracting/Subcontracting</u>

The Employer reserves the right to contract/subcontract existing or future work, provided, the Employer shall have no right to contract/subcontract such work if the same is motivated by anti-Union animus. Should the Employer in exercising any management right desire to institute any changes which could materially affect or impact the wages, hours and/or terms or conditions of employment, then the Union shall be notified and, upon timely request by the Union, the impact thereof will be bargained prior to the implementation thereof.

6.2 **Employer's Reserved Rights**

- (a) It is the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude bargaining unit members or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement. Should the Employer in exercising any management right desire to institute any changes which could materially affect or impact the wages, hours, and/or terms or conditions of employment, then the Union shall be notified and, upon timely request by the Union, the impact thereof will be bargained prior to the implementation thereof.
- (b) Except as expressly provided in this Agreement, the Employer retains the sole and exclusive right and prerogative:
 - (1) To manage its operations and direct the work of the bargaining unit members, including the rights to declare the number and location of stations, the operation of motorized equipment, the scope of services to be performed, the methods of service;
 - (2) To determine whether and to what extent the work required in its operations shall be performed by bargaining unit members covered by this Agreement;
 - (3) To maintain order and efficiency in its stations and locations;
 - (4) To curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the Employer good business judgment makes such curtailment or discontinuance advisable;

- (5) To hire, lay-off, assign, reassign, promote or demote members of the bargaining unit with just and proper cause, and to determine the qualifications and to create and amend job descriptions;
- (6) To determine the starting and quitting time, the schedule of work time and the number of hours to be worked, subject to the provisions of Section 6.1 if applicable;
- (7) To require any member of the bargaining unit to take a physical or mental examination with proper cause, given by a health service or a physician or psychiatrist selected by the Employer;
- (8) To make decisions regarding whether overtime work needs to be assigned;
- (9) To discipline, suspend, and discharge any member of the bargaining unit with just cause;
- (10) To determine staffing levels, assign, reassign, and deploy personnel;
- (11) To have complete authority to exercise the rights set forth in this article and the powers incidental thereto, including the right to make unilateral changes, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement;
- (12) To unilaterally determine the purpose of each of its constituent agencies, to set standards of service to be offered to the public, and to exercise control and discretion over its organization and operations; and,
- (13) To direct the members of the bargaining unit, to take disciplinary action for just cause, to relieve any member of the bargaining unit from duty because of lack of work or for other legitimate reasons, and to determine the methods, means and personnel by which the Employer's operations are to be conducted; provided, however, that the exercise of such rights shall not preclude members of the bargaining unit or their representatives from raising grievances, should the practical consequences of a decision on these matters violate this Agreement.
- (c) The rights of the Employer set forth in this article are not all inclusive but indicate the type of matters or rights which belong to and are inherent in the Employer in its management capacity.
- (d) Every incidental duty connected with operations enumerated in job descriptions is not always comprehensive or specifically required and members of the bargaining unit at the discretion of the Employer may be required to perform duties not within their specific job descriptions as long as the work is related to Division operations and has the approval of the Fire Chief.

- (e) Whenever it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Board of County Commissioners, County Manager and/or Fire Chief during the time of the declared emergency provided that wage rates and monetary fringe benefits shall not be suspended.
- (f) The Employer's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right, nor shall the same preclude the Employer from exercising such function or right in some other way not in conflict with the express provisions of this Agreement.
- (g) Nothing herein shall be construed as affecting or limiting the Employer's right to repeal, modify or amend any work rule within its sole discretion, so long as the Employer has complied with the procedures set forth herein, and the repeal, modification or amendment does not otherwise conflict with the provisions of this Agreement. The Employer has no obligation to bargain over its decision to repeal, modify or amend any work rule, or the effect of any such decision unless the same shall materially affect or impact the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit.

Article 7 – Strike and Lock Out Prohibition

7.1 **Strike Definition**

As used in this article, the term "strike" shall mean:

- (a) The concerted failure of bargaining unit members to report for duty.
- (b) The concerted absence of bargaining unit members from their positions.
- (c) The concerted stoppage of work by bargaining unit members.
- (d) The concerted submission of resignations by bargaining unit members.
- (e) The concerted abstinence in whole or in part of any group of bargaining unit members from the full and faithful performance of their duties of employment with the Employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the Employer.
- (f) The concerted failure of bargaining unit members to report for work after the expiration of this Agreement.
- (g) Picketing by bargaining unit members in furtherance of a work stoppage.
- (h) Any overt preparation, including, but not limited to, the establishment of strike funds with regard to engaging in any of the activities or conduct described in subsections (a) through (g) hereof.

7.2 **Strikes Prohibited**

The bargaining unit members agree, and the Union, on behalf of itself, its officers, its agents and its representatives, agrees that Section 447.505, Florida Statutes, and Article 1, Section 6 of the Constitution of the State of Florida, prohibits them individually and collectively as public employees and as a union of public employees from participating in a strike against the Employer, and from instigating or supporting a strike in any manner. Persons violating such strike prohibition shall be subject to such penalties therefor as are provided by law.

7.3 **Affirmation**

Neither the bargaining unit members nor the Union nor any of its officers, agents or representatives shall engage in any strike or strike activities or other similar forms of interference with the operations of the Employer. In the event of a violation of this article or the strike prohibition of Section 447.505, Florida Statutes, and Article 1, Section 6 of the Constitution of the State of Florida, by any bargaining unit member or members, then promptly upon the request of the Employer, the Union agrees to

encourage and direct such member or members to immediately cease and desist from the strike or strike activities giving rise to such violation and to return to work, and further agrees to publicly disavow such strike or strike activities.

7.4 **Penalties**

In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all bargaining unit members who participate in, are parties to or promote any strike as defined in Section 7.1 shall be subject to disciplinary action up to and including termination of employment.

7.5 **Union Responsibility**

The Union shall be liable for any damages which may be suffered by the Employer as a result of a violation of Section 447.505, Florida Statutes, by the Union or its representatives, officers, or agents unless the Union publicly disavows the actions causing the violation within 24 hours of the occurrence thereof.

7.6 **Lock Outs Prohibited**

The Employer agrees not to lock out any bargaining unit members.

7.7 **Enforcement**

The circuit courts of this State shall have jurisdiction to enforce the provisions of this article by ex parte injunction and contempt proceedings, if necessary.

<u>Article 8 – Special Meetings</u>

8.1 **Agreement to Meet**

The Employer and the Union agree to meet and confer on matters of interest upon written request of either party. The written request shall state the nature of the matter to be discussed and the reason(s) for making the request. Discussion shall be limited to matters set forth in the request, or other subjects mutually agreed to, but these special meetings shall not be used to renegotiate this Agreement.

8.2 **Time and Place**

Such special meetings shall be held within ten calendar days of the receipt of the written request, and at a time and place mutually agreeable to both parties.

8.3 **Staff Meetings**

The Union President or his / her designee shall be allowed to attend quarterly staff meetings held by the Department.

Article 9 – Grievance Procedure

9.1 **Purpose**

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from an alleged violation of the specific terms of this Agreement as provided in this article.

9.2 **Grievance Defined**

For the purpose of this Agreement, a grievance is defined as a claim or complaint that a bargaining unit member or group of bargaining unit members may have alleging that the Employer has violated a specific provision of this Agreement, provided that such specific provision is not a management prerogative and is not expressly excluded from the grievance and arbitration procedures of this article.

9.3 Consideration during Working Hours

Grievances may be taken up during the working time of the grievant upon mutual agreement between the Employer and the Union.

9.4 **Requirements**

Failure of the grievant to comply with this section shall render the grievance null and void. All grievances shall be processed in accordance with the procedures set forth in Section 9.5 hereof. All grievances proceeding beyond Step 1 as outlined in Section 9.5 must be reviewed by the Union's Executive Board prior to submittal, and the Executive Board shall communicate to the Employer in writing whether it supports the merits of the grievance or not. A grievance or grievance decision at any step may be submitted via email. All grievances must be in writing, and must contain the following information:

- (a) The specific article(s) and section(s) of this Agreement alleged to have been violated;
- (b) The date or dates the alleged violation occurred, a description of the facts and circumstances upon which the grievance is based in such detail as will place the Employer on reasonable notice of the alleged violation, and the specific remedy desired by the grievant;
- (c) Signature of grievant and date signed; and,
- (d) Designation of the specific Union representative if the grievant requests Union representation; provided, the specific Union representative designated may be replaced upon written notice to the Employer signed by the grievant or the Union President.

9.5 Grievance Steps

All grievances shall proceed in accordance with the following steps:

Step 1

The grievant shall present his or her grievance to the Fire Chief in writing within seven business days following the occurrence of the action giving rise to the grievance, provided that should the action giving rise to the grievance occur while the grievant is on authorized paid leave of absence or is on his or her scheduled day off the grievant shall have seven business days upon returning to his or her job to orally present the grievance. The Fire Chief will discuss and make an effort to resolve all grievances with fairness and justice for both the grievant and the Employer and shall, in writing, render and communicate a decision to the grievant within ten business days following the date the grievance was presented.

Step 2

If the grievant has not received satisfaction at Step 1, or the Fire Chief has failed to communicate a decision within the applicable time limit under Step 1, he or she may submit the grievance to the Human Resources Director. This must be accomplished in writing within ten business days after the Step 1 decision is rendered, or, if no decision is rendered within the applicable time limit under Step 1, then within ten business days immediately following the expiration of such time limit. The Human Resources Director will review all pertinent facts and conduct a full review, after which he or she will issue a written decision. This decision will normally be communicated to the grievant within ten business days following the presentation of the grievance to the Human Resources Director.

Step 3

If the grievant has not reached satisfaction at Step 2, or the Human Resource Director has failed to communicate a decision within the applicable time limit under Step 2, he or she may submit the grievance to the County Manager. This must be accomplished within five business days after the Step 2 decision is rendered, or, if no decision is rendered within the applicable time limit under Step 2, then within five business days immediately following the expiration of such time limit. The County Manager will announce his or her decision, taking into consideration the decision reached at Steps 1 and 2. The County Manager will review all pertinent facts and conduct a full review, after which he or she will issue a written decision. The decision of the County Manager shall be rendered and delivered to the grievant and the Union within ten business days following his or her receipt of the grievance. In the event the County Manager has failed to communicate a decision within the applicable time limit, the provisions of Section 9.7(a) shall apply.

9.6 **Rules for Grievance Processing**

(a) Time limits at any step of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.

- (b) Failure on the part of the Employer's representative to issue a decision within the applicable time limit for a particular step shall be regarded as the denial of the grievance if no prior decision had been rendered, and otherwise shall be regarded as upholding the decision most recently rendered, and as such will entitle the grievant and/or the Union representative to proceed to the next step as provided for in Steps 1, 2 and 3. A grievance not advanced to a particular step within the applicable time limit shall be regarded as permanently withdrawn and settled on the basis of the decision most recently rendered or regarded as rendered.
- (c) For purposes of this article, the term "business day" shall refer to any Monday, Tuesday, Wednesday, Thursday, or Friday on which the offices of the Government of Clay County are open for business. Saturdays, Sundays, Holidays, and any day on which a grievance is presented or received by either party shall not be considered in the calculation of time limits.
- (d) Either party may call a conference at any step of the grievance procedure.
- (e) Nothing in this Agreement shall be construed to prevent any bargaining unit member from presenting, at any time, his or her own grievance in person or by legal counsel, to the Employer, and having such grievance(s) adjusted without the intervention of the bargaining agent; provided the adjustment(s) is not inconsistent with the terms of this Agreement, and provided that the bargaining agent is given reasonable opportunity to be present at any meeting(s) called for resolution of such grievance(s).
- (f) In the event a grievance is brought on behalf of the entire bargaining unit membership, all time periods set forth in Section 9.5 within which any party's representative must respond shall be increased by five business days.

9.7 **Arbitration**

Arbitration of grievances shall be as provided hereafter:

(a) If the grievance is not settled in accordance with the provisions of Section 9.5, the Union may request arbitration. Requests for arbitration shall be submitted in writing to the Human Resources Director within ten business days after the grievant and the Union are notified of the Employer's Step 3 decision, or, if no decision is rendered within the applicable time limit under Step 3, then within ten business days immediately following the expiration of such time limit. Requests for arbitration may be submitted via email. A grievance is considered to be withdrawn and settled on the basis of the decision most recently rendered or regarded as rendered if arbitration is not so requested within ten business days after the Step 3 decision is rendered, or, if no decision is rendered within the applicable time limit under Step 3, then within ten business days immediately following the expiration of such time limit.

- (b) An arbitrator shall be selected by mutual agreement of the parties. If an arbitrator cannot be selected by mutual agreement of the parties, then within fifteen days after written demand by either party upon the other, parties shall separately or jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a panel of seven impartial arbitrators, located within the State of Florida and particularly skilled in the matters involving local government employee relations. Each party shall have the right to alternately strike three names from the panel. The party exercising the first strike shall be established by coin toss or other impartial means. The remaining member of the panel shall be the arbitrator, and the parties shall so notify FMCS by joint letter within five business days after the selection.
- (c) The arbitration shall be conducted under the rules set forth in this Agreement. The arbitrator shall have no authority to add to, subtract from, modify or alter the terms of this Agreement. The arbitrator shall consider and decide the merits of the underlying grievance.
- (d) All testimony given at the arbitration hearing will be under oath. The arbitrator shall submit his or her decision in writing within thirty calendar days after the close of the hearing or the submission of briefs by the parties, whichever is later. The parties may mutually agree in writing to extend the time limit.
- (e) The compensation and expenses of the arbitrator shall be borne equally by both parties as determined by the arbitrator. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceeding shall pay for the record and/or stenographic services.
- (f) The arbitrator will decide all issues brought before him or her, including arbitrability, should it arise.

9.8 Florida Arbitration Code

Any decision rendered by an arbitrator under Section 9.7 shall be final and binding. Either party may apply to any court of competent jurisdiction to confirm, enforce, vacate, modify or correct any such decision, and may appeal any order or decision by such court, all in accordance with those provisions of the Florida Arbitration Code set forth in Sections 682.12 through 682.22, Florida Statutes.

9.9 **Exclusivity**

The procedures set forth in this article for settling grievances shall be to the exclusion of any other means available to the bargaining unit members for resolving such grievances; provided, the provisions of this section shall not be deemed to impair the right or ability of any bargaining unit member to bring an action or commence a proceeding in a court of competent jurisdiction or other appropriate legal forum with respect to any claim involving the statutory or constitutional rights of such bargaining unit member.

Article 10 – Work Rules

10.1 **General**

Work rules formulated or amended, and adopted after the effective date of this Agreement shall be adopted after meeting and discussing same with the Union. Work rules in effect on the effective date of this Agreement shall remain in force until repealed, modified or amended by the Fire Chief; provided, the parties shall bargain over any work rule repeal, modification or amendment that materially affects or impacts the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit prior to the implementation thereof.

10.2 Writing Requirement

All work rules and regulations shall be in writing and available digitally at each working location.

10.3 Equal Applicability

Work rules shall apply equally. In the event a rule or policy is being interpreted differently by the respective supervisors, written clarification shall be provided by the Fire Chief or his or her designee.

10.4 **Purchasing Committees**

The Employer shall convene joint Union-Management committees for the purpose of recommending purchases of major apparatus and medical equipment; provided, no recommendation of any such committee shall be binding on the Employer in any way.

10.5 Employer's Rights

Nothing herein shall be construed as affecting or limiting the Employer's right to repeal, modify or amend any work rule within its sole discretion, so long as the Employer has complied with the procedures set forth herein, and the repeal, modification or amendment does not otherwise conflict with the provisions of this Agreement. The Employer has no obligation to bargain over its decision to repeal, modify or amend any work rule, or the effect of any such decision unless the same shall materially affect or impact the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit.

Article 11 – Discipline and Discharge

11.1 **Cause**

No bargaining unit member shall be suspended without pay, discharged, reprimanded, demoted with reduction in compensation, or otherwise disciplined without proper cause.

11.2 Notice and Timeliness

The Employer agrees that disciplinary action shall be in a timely fashion and the bargaining unit member shall be notified of the potential of such disciplinary action within ten business days of the Employer becoming aware of the event(s) giving rise to the discipline, unless by so notifying the ability of the Employer to complete its investigation, or the investigation efforts of any law enforcement agency, are threatened or compromised as a result, in which case the bargaining unit member shall be notified as soon as practical following the cessation of the circumstances so threatening or compromising.

11.3 Firefighter's Bill of Rights

All investigations of bargaining unit members employed by the Employer as firefighters as defined in Section 112.81(1), Florida Statutes, shall adhere to the Florida Firefighter's Bill of Rights set forth in Section 112.82, Florida Statutes. Additionally, any investigation of a bargaining unit member relating to medical care shall be strictly in accordance with Florida Statutes, rules of the Department of Health and this Agreement.

11.4 **Representation**

- (a) When a bargaining unit member is questioned by Management and the member reasonably believes that the questioning may lead to disciplinary action against him or her, or may otherwise result in the termination of his or her employment, the member has the right to request that a Union representative be present at the meeting.
- (b) When a Union representative is not immediately available (on duty or off duty), the Employer shall postpone the meeting for a reasonable time in order for the bargaining unit member to obtain Union representation unless exigent circumstances then exist whereby the safety of persons or property, or the integrity or preservation of information or tangible evidence is at risk; provided, the provisions hereof shall never be applied in contravention of the Firefighter's Bill of Rights.

<u>Article 12 – Drug and Alcohol Abuse Policy</u>

12.1 **Definitions/References**

- (a) "Drug abuse" means the ingestion of any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time.
- (b) "Illegal drug" means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription.
- (c) "Alcohol" means ethanol alcohol or any beverage containing more than 0.5% of alcohol by volume, which is capable of use for beverage purposes either when alone or when diluted.
- (d) "Drug testing" means collection of a urine and/or hair follicle specimen and a laboratory analysis of the specimen(s) by EMIT immunoassay screening or the most current and appropriate technology that complies with the Testing Standards, and if positive, confirmatory testing using the Gas Chromatography/Mass Spectrometry (GC/MS) methods and procedures or the most current and appropriate technology that complies with the Testing Standards.
- (e) "Alcohol testing" means testing for blood alcohol by collecting a venous blood specimen and laboratory analysis thereon, and/or an evidential breath testing device approved, operated and maintained in substantial compliance with the rules and regulations promulgated under Chapter 11D-8, Florida Administrative Code, as the same may be amended from time to time, or its successor in function.
- (f) "Testing standards" means the testing standards established under the Testing Rule.
- (g) "Reasonable suspicion" means a suspicion which is based on specific, objective facts derived from the surrounding circumstances from which it is reasonable to infer that further investigation is warranted. Physical characteristics indicating reasonable suspicion may include but are not limited to, a drop in the bargaining unit member's performance level, abnormal or erratic behavior, physical symptoms (glassy or blood-shot eyes, slurred speech, unsteady gait, poor coordination or reflexes), direct observation of drug or alcohol use, recurring work related accidents, excessive absenteeism or tardiness, impaired judgment, reasoning, or level of attention, behavioral changes, or decreased ability of the senses.

- (h) "BAC", with respect to breath alcohol testing, means grams of alcohol per 210 liters of breath.
- (i) "MRO" means the Medical Review Officer described in Section 12.6.
- (j) "Testing Rule" means Rule 59A-24.006, Florida Administrative Code, or its successor in function.
- (k) "Licensed Laboratory" means a drug testing laboratory licensed under the Testing Rule.

12.2 **Testing Circumstances**

The Employer may require a bargaining unit member to submit to drug and/or alcohol testing under any of the following circumstances:

- (a) As part of the member's annual physical exam, if the Department establishes such a program.
- (b) Whenever two managerial employees concur that there is a reasonable suspicion that a member is using, under the influence of, or in possession of illegal drugs or alcohol while on duty, or that the member is abusing illegal drugs or alcohol which may be adversely affecting his or her job performance or pose a threat to safety, in accordance with Section 12.1(g).
- (c) Whenever a member is involved in a vehicle accident.
- (d) At any time within two years after a member has been counseled or otherwise disciplined because of a problem with illegal drugs or alcohol, or within two years after a member has tested positive for the presence of illegal drugs or alcohol.
- (e) Pursuant to an unannounced and random drug and alcohol testing call that has taken place in accordance with the following procedures:
 - (1) A lottery system shall be used, based on the shift and station assignments of the members. A station number and shift shall be drawn randomly, and all members who are on duty shall submit a urine sample while on duty.
 - (2) Random testing shall include a minimum of four members. If a shift and station is drawn of less than four members, a second drawing will be done for the same shift, and the members of both stations shall submit to testing.

12.3 **Testing Procedures**

(a) Whenever a bargaining unit member is required to provide the specimen(s) for these testing procedures, the Employer shall follow chain of custody procedures;

provided, such chain of custody procedures shall not be applicable to alcohol testing utilizing an evidential breath testing device in accordance with Section 12.1(e). Chain of custody and drug testing shall be consistent with the Testing Standards, and performed only at a Licensed Laboratory. In this regard, the Employer shall promptly notify the Union President regarding the identity of the Licensed Laboratory under contract to the Employer. All drug testing as defined in Section 12.1(d) shall be done in strict accordance with the Testing Standards at a Licensed Laboratory.

- (b) Prior to submitting the specimen(s) for illegal drug or alcohol testing, the bargaining unit member shall sign a consent form authorizing the testing in accordance with this Agreement, and releasing the test results to appropriate Employer officials. The bargaining unit member shall also complete the medical history form, listing recent medications, both prescription and over-the-counter. The consent form shall provide space for the member to acknowledge that he or she understands the terms of this article. The Employer may require a statement from a physician, or physical proof confirming the use of prescription medications. Such proof shall be submitted in advance of the specimen collection, unless such collection is for reasonable suspicion.
- (c) If illegal drug testing is required under the provisions set forth in this Agreement, the Testing Standards shall be used to determine the levels at which detected substances shall be considered positive for purposes of both screening and confirmation.

Alcohol (ETOH) shall be tested as provided in Section 12.1(e). For breath alcohol (ETOH), the screening test cutoff shall be 0.02 BAC, and the confirmatory test cutoff shall be 0.04 BAC. For blood alcohol (ETOH), the screening test cutoff shall be 50 mg/dL, and the confirmatory test cutoff shall be 50 mg/dL.

- (d) The Employer shall comply with the following procedures for drug or alcohol testing to the extent that they are not inconsistent with the Testing Standards, and except as may otherwise be provided herein:
 - (1) The Employer shall submit the specimen(s) to an EMIT immunoassay test or the most current and appropriate technology that complies with the Testing Standards for initial screening purposes. If the results of this test are negative, no further testing will be performed.
 - (2) If the results of the initial screening test provided for in paragraph (1) are positive, the Employer will submit the same specimen(s) for a confirmatory test using the gas chromatography/mass spectrometry (GC/MS) method or the most current and appropriate technology that complies with the Testing Standards to verify the initial test results; provided, if the initial screening test was for alcohol utilizing an evidential

breath testing device in accordance with Section 12.1(e), then the confirmatory test shall be performed utilizing the blood serum specimen drawn in accordance with subsection (f), unless the bargaining unit member otherwise agrees as provided therein. The Employer will not notify any person about the initial positive results until said results have been confirmed as provided for in this section.

- (3) If the results of the second confirmatory test for illegal drugs or alcohol provided for in paragraph (2) are positive, as confirmed by a qualified MRO, the Employer shall promptly notify the bargaining unit member of the results. If the results are negative, no further testing will be performed.
- (e) Chain of custody procedures shall require that an approved chain of custody form be used from the time of collection to the time of receipt by the laboratory, and of an appropriate Testing Laboratory chain of custody form to account for the specimen(s) submitted for testing. Chain of custody forms shall, at a minimum, include:
 - (1) an entry documenting date and purpose for each time the specimen(s) or aliquot is handled or transferred, and,
 - (2) the identification of every individual in the chain of custody.
- (f) Any other provisions of this article to the contrary notwithstanding, the Employer may elect to conduct any initial screening test for alcohol by means of an evidential breath testing device in accordance with Section 12.1(e). In the event the results of such initial screening test are positive, then the subject thereof shall forthwith submit to the drawing of a blood serum specimen for the confirmatory test in accordance with subsection (d), unless the subject agrees that the confirmatory test shall be conducted utilizing the same evidential breath testing device. The Employer may not conduct any confirmatory test utilizing an evidential breath testing device unless the subject thereof shall agree. If the results of any confirmatory test for alcohol utilizing a blood serum specimen are positive, then the same and the results of any initial screening test with respect thereto utilizing an evidential breath testing device shall not be rendered invalid should it be determined that said device was not approved, operated or maintained in accordance with Section 12.1(e).

12.4 **Reasonable Suspicion**

- (a) If a supervisor has reasonable suspicion in accordance with Section 12.1(g), he or she shall:
 - (1) Notify the next higher ranking supervisor in his or her chain of command that is not the subject of the suspicion to request a personal observation and review of specific, objective instances of the bargaining unit

- member's conduct to confirm that reasonable suspicion exists. The member may not be subject to testing without the confirmation of reasonable suspicion by a second managerial employee.
- (2) Prohibit the bargaining unit member from assuming or continuing his or her duties.
- (3) Transport the bargaining unit member to the designated testing site for testing and, after testing, arrange for safe transportation to the bargaining unit member's residence or a place selected by a relative or friend of the member, unless the member refuses.
- (4) Prepare appropriate documentation to support the reasonable suspicion, and actions taken based on reasonable suspicion.
- (b) If reasonable suspicion exists, the bargaining unit member may be removed from a pay status pending the outcome of testing. If the testing shows no illegal drug or alcohol activity, all lost wages shall be paid.
- (c) Only the County Manager, Human Resources Director, or Fire Chief may order random testing. Supervisors below the level of the Fire Chief are prohibited from demanding or encouraging alcohol or illegal drug testing without reasonable suspicion. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary and legal action for improper disclosure, unless such disclosure is required by law.

12.5 **Privacy**

- (a) All specimens shall be provided in the privacy of a stall or otherwise partitioned area that allows for individual privacy if appropriate and necessary. The integrity and identity of all specimens shall be assured.
- (b) All information from a bargaining unit member's illegal drug or alcohol test is considered sensitive information and only those employees, representatives, and agents of the Employer who possess the "need to know" are to be informed of test results. Disclosure of records relating to an illegal drug or alcohol test to any other person, agency, or organization is prohibited unless written authorization is obtained from the bargaining unit member, or unless disclosure is otherwise required by law.
- (c) All records pertaining to the collection or testing of illegal drugs or alcohol shall be kept by the Employer in a separate medical file. The Department shall implement procedures to prevent the unauthorized disclosure of any information pertaining to testing of any bargaining unit member for illegal drugs or alcohol.

Any results of positive testing which the Employer later determines to have been refuted shall have affixed thereto the subsequent refutation.

12.6 **Medical Review Officer**

- (a) The MRO must be provided by the laboratory or be contracted by the Employer for the purpose of interpreting laboratory results pursuant to this article, the Testing Standards and Florida law.
- (b) When confirmed positive results are reported by the Testing Laboratory, it is the responsibility of the MRO to:
 - (1) Review the tested individual's relevant history; and,
 - (2) Determine whether there is a legitimate medical explanation for the positive results, including over-the-counter medications, prescription medications, or food substances known to have falsely yielded positive results.
- (c) The MRO may request the Testing Laboratory to re-analyze the original specimen in order to verify accuracy of the reported results.
- (d) The MRO shall not convey the test results to the Employer until the MRO has made a definite determination that the submitted sample was positive or negative.

12.7 Rehabilitative/Corrective Action

- (a) The tested bargaining unit member shall be presented with copies of the reports from the Testing Laboratory of the specimen(s) submitted, and be afforded an opportunity to discuss the test results before any disciplinary action is imposed.
- (b) The Employer may require a bargaining unit member who has tested positive for the presence of illegal drugs or alcohol to submit to counseling, or other rehabilitative treatment as a condition of continued employment. This subsection shall not be construed to limit the Employer's right to take appropriate disciplinary action when a bargaining unit member tests positive for the presence of illegal drugs or alcohol, including but not limited to discharge from employment in accordance with Section 440.102(11)(b), Florida Statutes, or its successor in function.
- (c) Any bargaining unit member who refuses to submit to illegal drug or alcohol testing as required by this article shall be subject to discipline, up to and including discharge from employment.
- (d) A bargaining unit member whose positive test results can be substantiated by a legitimate medical explanation shall not be subject to discipline.

12.8 **Costs**

- (a) The Employer shall pay the costs of any physical examinations and tests required by this article.
- (b) Physical examinations and/or specimens will normally be obtained while the bargaining unit member is on duty. If a bargaining unit member is required to submit to examinations or testing during off-duty hours, the member shall be paid for all time required for the examination and/or testing. This provision applies to all aspects of illegal drug or alcohol testing.
- (c) The physical examinations and tests will be performed by medical personnel selected by the Employer.

12.9 **Training**

- (a) All Department personnel shall receive training on illegal drug and alcohol abuse.
- (b) The lack of such training shall not affect the validity of any "reasonable suspicion" determination.

Article 13 – Safety and Health

13.1 Safety Objectives

The Employer and the Union will cooperate in the continuing objective of limiting or eliminating safety and health hazards due to unsafe working conditions within the Employer's purview.

13.2 **JOSH Committee**

The Employer and the Union shall maintain a Joint Occupational Safety and Health (JOSH) Committee, which shall serve as the workplace safety committee contemplated under Section 633.522, Florida Statutes.

- (a) The voting membership of the JOSH Committee shall consist of:
 - (1) Two members of the Union appointed by its President.
 - (2) Two Employer's representatives appointed by the Fire Chief, at least one of whom shall be employed within the Division.
 - (3) One individual jointly selected by the President of the Union and the Fire Chief.
- (b) One alternate shall be selected for the Employer's representatives, as will one for the Union. The alternates may attend JOSH Committee meetings, but are only voting members in the absence of a normal representative. If either group represented fails to fill a vacancy, meetings shall continue with alternates and/or ex-officio members in place to maintain the voting quorum.
- (c) Pursuant to Section 633.522, Florida Statutes, the Employer shall compensate Union JOSH Committee members at their regular rate of pay for time actually elapsed during any JOSH Committee meeting which they may attend as voting members, not to include subcommittee business.
- (d) The Fire Chief and the Union President shall serve as ex-officio members to the JOSH Committee, and are only voting members if used as alternates.
- (e) The Union shall provide a list of its JOSH Committee representatives to the Fire Chief, as will the Fire Chief provide a list of the Management JOSH Committee representatives to the Union.
- (f) A chairperson of the JOSH Committee will be jointly selected by the members, with the representative being Union or Management on alternating years.

13.3 **JOSH Committee Meetings**

The JOSH Committee shall hold meetings as needed upon prior notice to all of the JOSH

Committee members and to the Division's personnel. Meetings are open to attendance by members of the Division; however, the meetings are not open forum. Division members wishing to address the JOSH Committee shall make a written request to do so to the chairperson thereof, including the specific topic and desired action. The Fire Chief shall cause minutes of each JOSH Committee meeting to be prepared, and may cause audio recordings of each such meeting to be made. The Fire Chief shall keep and maintain records of all JOSH Committee meetings, which shall include notices, agendas, minutes, any audio recordings, any documentary or other materials provided or presented to JOSH Committee members at any such meetings, any written reports, recommendations, guidelines, procedures or other documents issued by the JOSH Committee, and any written responses by the Fire Chief to matters acted upon or presented by the JOSH Committee. Such records shall be subject to inspection by the Florida Division of State Fire Marshall as provided in Section 633.522, Florida Statutes.

13.4 **JOSH Committee Activities**

The JOSH Committee shall:

- (a) Make recommendations for corrections of hazardous conditions or unsafe work methods.
- (b) Review safety practices and current procedures, including accident and illness prevention programs, and make recommendations regarding the development or improvement thereof, if appropriate.
- (c) Develop, at the request of the Fire Chief or upon the initiative of the JOSH Committee with the Fire Chief's prior approval, Standard Operating Procedures (SOPs) relating to health, safety, specifications for protective apparel, and/or equipment, suitable for protecting life and promoting employment and workplace health and safety.
- (d) Review and investigate accidents, safety-related incidents, illnesses and deaths involving personnel and/or equipment within the Division, determine errors, omissions in personnel operation, deficiencies in equipment, etc., and prepare reports regarding the same and recommendations regarding measures to minimize the recurrence thereof, if appropriate.
- (e) Review accidents not involving personnel and/or equipment within the Division, determining actions that could be used to prevent similar occurrence in Clay County.
- (f) Prepare written recommendations to the Fire Chief and Union President regarding their topic investigations, reports, projects, etc.
- (g) Evaluate changes in specifications for protective clothing, equipment, tools, appliances, and apparatus to be purchased by the Division, and issue reports to the Fire Chief and Union President concerning such changes.

- (h) Make periodic safety inspections of Division workplace facilities.
- (i) Make periodic safety inspections of Division apparatus, protective equipment, protective clothing and devices and review work methods and conditions, including training procedures.
- (j) Review and recommend updates to guidelines for the training of JOSH Committee members regarding their roles and responsibilities under subsections (b), (d) and (h), as appropriate.
- (k) Review and recommend updates to procedures for the performance by the JOSH Committee of the tasks set forth in subsections (d) and (h), as appropriate.

13.5 Recommending Disciplinary Action

The JOSH Committee shall NOT propose disciplinary action against individual members of the Division.

13.6 **JOSH Committee Recommendations**

- (a) Recommendations or findings of the JOSH Committee shall be addressed to the Fire Chief and Union President with target dates for implementation, and shall not be considered binding on the Employer. The Fire Chief shall, upon receipt of any JOSH Committee recommendation:
 - (1) Within fourteen days, acknowledge receipt of the recommendation to the JOSH Committee chairperson.
 - (2) Within thirty days provide a written response either accepting the recommendation or setting forth the reason(s) why implementing the recommendation(s) is either rejected or to be delayed.
- (b) The Fire Chief shall maintain written guidelines for the training of JOSH Committee members regarding their roles and responsibilities under subsections (b), (d) and (h) of Section 13.4 as recommended by the JOSH Committee. Such guidelines may be based in whole or in part upon the JOSH Committee's recommended guidelines, but any deviation therefrom and the reasons therefore shall be provided to the JOSH Committee chairperson in writing.
- (c) The provisions of subsection (a) to the contrary notwithstanding, the Fire Chief shall maintain written procedures for the performance by the JOSH Committee of the tasks set forth in subsections (d) and (h) of Section 13.4 as recommended by the JOSH Committee. Such procedures may be based in whole or in part upon the JOSH Committee's recommended procedures, but any deviation therefrom and the reasons therefore shall be provided to the JOSH Committee chairperson in writing.

13.7 Union Duties

With the understanding that the job responsibilities and duties of Fire/Rescue personnel are inherently dangerous by nature, the Union agrees that it will cooperate and actively pursue that its membership properly utilize issued or provided protective equipment or apparel and follow official Division SOPs. The Union agrees that willful neglect by an employee to properly utilize said equipment or to follow official Division SOPs can be the proper cause for disciplinary action.

13.8 **Mutual Goal**

The Employer and the Union have as a mutual goal the introduction into service of new and improved technology, methods and means of carrying out the responsibility of the Division, and that innovation and experimentation consistent with maximum safety is a part of this responsibility. Management will make every effort in good faith to initiate training on any new technology prior to implementation.

13.9 Vaccinations and Screening

The Employer will provide hepatitis "B" vaccinations (Recombivax or latest proven variant) and surface antibody screening for all bargaining unit members, at no cost, and to keep such vaccinations current. Tetanus, PPD (tuberculosis) and flu shots shall also be offered annually or as needed to each bargaining unit member, without cost to the member.

13.10 Materials and Equipment

- (a) All firefighting personnel shall be provided with protective clothing and equipment as follows: Helmets, gloves, bunker coat, bunker pants, boots, and protective hoods.
- (b) Each Division apparatus shall be equipped with the following equipment:
 - 1. Self contained breathing apparatus (SCBA), one for each person assigned the apparatus.
 - 2. One PASS device for each SCBA.
 - 3. One hand light for each employee assigned the apparatus.
- (c) All Division apparatus will comply with all applicable federal and state standards. All protective clothing, equipment, tools, appliances, and apparatus will meet or exceed such standards at the time of the purchase thereof.

13.11 **Status**

The bargaining unit members of the JOSH Committee, when performing the several duties described herein as a member thereof, shall be deemed to be acting in furtherance of the Employer's business within the meaning of Section 440.11, Florida Statutes, subject to any applicable provisions thereof.

13.12 **JOSH Committee Provisions Inapplicable**

In the event a JOSH Committee is established under the Firefighter CBA under substantially the same terms and conditions as are provided in Sections 13.2 through 13.6, then Sections 13.2 through 13.6 shall not be in effect, but Section 13.11 shall apply to any bargaining unit member who is a member of the JOSH Committee established under the Firefighter CBA.

<u>Article 14 – Probation</u>

14.1 **Purpose**

The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the newly promoted or hired bargaining unit member's work, and for securing the most effective adjustment of the newly promoted or hired member to his or her position.

14.2 **Promotion Probation**

- In the event a bargaining unit member is promoted to the rank of Battalion Chief (a) from a rank governed under the Firefighter CBA or is initially hired at the rank of Battalion Chief, the member shall serve a probationary period of six months of continuous employment from the date of promotion or hire. Upon the expiration of the probationary period, the Fire Chief and Human Resources Director shall either approve, in writing, retention of the member in the rank, at which time the member shall be granted regular status, or disapprove retention of the member. In the event the Fire Chief and Human Resources Director disapprove or otherwise fail to approve retention, then, if promoted, the member shall automatically revert to the rank governed under the Firefighter CBA from which he or she was promoted, or, if newly hired, the member shall be separated from employment with the Employer. Any reversion in rank may be appealed through the grievance/arbitration process contained in this Agreement. arbitrator may not reverse or modify the Employer's action unless he or she determines that the Employer acted arbitrarily and capriciously. Any separation from employment of any newly hired member shall be absolutely final, with no rights of appeal to any authority, including such grievance/arbitration process.
- (b) Should a bargaining unit member promoted to the rank of Battalion Chief from a rank governed under the Firefighter CBA request a voluntary demotion, upon approval by the Fire Chief, the member may voluntarily demote to the rank from which he or she was promoted. The Fire Chief's decision regarding any such voluntary demotion may be appealed through the grievance/arbitration process contained in this Agreement. However, the arbitrator may not reverse or modify the Employer's action unless he or she determines that the Employer acted arbitrarily and capriciously.

14.3 Leave

During a bargaining unit member's probationary period under Section 14.2, annual leave shall accrue to the member's benefit. A newly hired member may only use annual leave as accrued after six months of continuous employment with the Division, and sick leave as accrued after three months of continuous employment with the Division during the probationary period. The Fire Chief or designee may waive the limitations of this section for just cause.

14.4 **Discipline**

The following provisions govern the imposition of disciplinary action during the probationary period under Section 14.2:

- (a) A newly hired bargaining unit member may be reprimanded, discharged and otherwise disciplined for any proper cause except for Union activity, provided the Employer reserves the right to terminate such member's employment without cause during the probationary period. The provisions of the grievance/arbitration process shall not be available as it relates to such termination; however, the member shall have access to the grievance/arbitration process as it relates to any other matter, including discipline.
- (b) A bargaining unit member promoted from a rank governed under the Firefighter CBA may be reprimanded, discharged and otherwise disciplined for any proper cause except for Union activity, provided the Employer reserves the right to demote such member without cause during the probationary period to the rank from which he or she was promoted.

14.5 **Time Worked**

During a bargaining unit member's probationary period under Section 14.2, the member's use of any leave with pay as provided in this Agreement shall count as time worked for the purpose of fulfilling the probationary period. Leave of absence without pay, whether approved or unapproved, shall not count as time worked, and shall not be included in the calendar year calculation for the probationary period.

Article 15 – Work Hours and Overtime

15.1 Work Hours

The purpose of this article is to define hours of work, but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked, days per week, or for any other period of time, except where specifically provided herein.

15.2 Work Period

- (a) The basic work period for bargaining unit members shall consist of a fourteen day work period, and other than staff personnel as provided in Section 15.9, the tour of duty for field personnel shall be twenty-four hours on duty, followed by forty-eight hours off-duty.
- (b) Time worked by bargaining unit members assigned to field positions in an amount less than or equal to one hundred six hours in a fourteen day work period which are assigned by the Employer shall be compensated at the regular hourly rate of pay. Time worked in excess of one hundred six hours in a fourteen day work period which are assigned by the Employer shall be compensated for at one and one half times the member's regular hourly rate of pay.
- (c) Bargaining unit members assigned to field positions shall not work more than seventy-two consecutive hours without an eight hour break in service except in times of declared emergencies or except when otherwise directed by the Fire Chief in the exercise of his or her discretion.

15.3 **Shift Exchanging**

Should a bargaining unit member voluntarily exchange shifts with another bargaining unit member for the first member's convenience, no regular or overtime compensation will be payable to the substituting member, nor shall the hours the substituting member worked as a substitute be included by the Employer in the calculation of the hours for which the substituting member is entitled to overtime compensation. The hours worked by the substituting member shall be credited to the first member only. All shift exchanging shall be in accordance with Article 19, and the substitution must be approved by the Fire Chief or his or her designee in advance.

15.4 Rate of Pay

Rate of pay shall be calculated as provided in Articles 16 and 16A.

15.5 **Overtime**

(a) Nothing in this Article shall require payment for overtime hours not worked. In calculating the amount of overtime compensation due a bargaining unit member, only the hours actually worked shall be counted. Paid holidays, Union time and paid leave shall not be included as hours worked for purposes of overtime payment, except that paid leave used specifically for the purpose of bargaining over any amendments or successor to this Agreement, or any subject of mandatory bargaining, shall be included as hours worked for purposes of determining overtime payment; provided, the Employer and the Union shall

cooperate to the fullest extent reasonably practicable to avoid or minimize the scheduling of bargaining sessions that may require the use of paid leave. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

(b) Bargaining unit members assigned to a 40 hour work week may elect to receive compensatory leave or "comp time" at the rate of 1 ½ hours per hour worked over 40 in a work week. No bargaining unit member may accrue more than 80 hours of comp time. All comp time must be used by the member no later than September 15 of the fiscal year during which it is accrued. Unused comp time as of September 15 each year, will be paid out to the member at the rate of pay in effect at the time of payment. Any member who separates employment with unused, accrued comp time available, will receive payment for such time at the rate of pay in effect at the time of payment.

15.6 **Overtime Assignment**

- (a) Consistent with Section 6.2(b)(8) of Article 6, the decision to assign overtime is a management right. It is the responsibility of the Employer to distribute the opportunity for overtime work, via the designated automated staffing program, equally to all eligible bargaining unit members through the implementation of such policies and procedures as the Employer may deem appropriate, as may be amended from time to time in the Employer's discretion to promote the goal of equal overtime opportunity.
- (b) No bargaining unit member shall authorize overtime for himself or herself but shall be entitled to overtime work only as assigned or authorized by the Fire Chief or his or her designee. The Employer has the right to schedule overtime work as needed, and in a manner most advantageous to the Employer, and may decline to fill a particular vacancy in its sole discretion, or may fill a particular vacancy in its sole discretion.
- (c) Any bargaining unit member assigned to a 24 hour shift position who does not have a relief present at shift change shall so advise the appropriate supervisor.
- (d) If any bargaining unit member is instructed or required to hold over for relief, he or she shall receive thirty minutes pay; if that time exceeds thirty minutes, he or she shall receive one hour's pay; if that time exceeds one hour, he or she shall be compensated at intervals of fifteen minutes.
- (e) Any bargaining unit member called back to work after having been relieved and having left the assigned workstation, or called in before his regular scheduled work time shall be paid the actual time worked at their hourly rate for a minimum of two (2) hours pay. Any bargaining unit member who accepts or is mandated an extra duty assignment that is cancelled or reduced in time within four (4) hours prior to the start time shall be paid at their hourly rate for a minimum of two (2) hours pay.

15.7 **Reporting Requirements**

All bargaining unit members shall be required to report to work on time, shall not leave their job early unless properly relieved, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

15.8 Assignment Changes

Bargaining unit members covered by this Agreement shall be given notice during their previous shift of any change in their regular hours of work, work period, tour of duty, or work shift, unless an unscheduled absence by another employee or an emergency necessitates lesser notice.

15.9 **Staff Personnel**

Bargaining unit members assigned to staff positions such as Training, Fire Prevention/Inspections and other support or supervisory positions on a full-time basis shall continue their present 40-hour work week.

Article 16 – Wages

16.1 Pay Plan

- (a) For purposes of this section, the Pay Plan means the pay plan set forth in Section 16.7.
- (b) No bargaining unit member shall be paid at a wage rate greater than the maximum or less than the minimum established for the member's classification as set forth in the pay plan.
- (c) On the effective date of this Agreement, each bargaining unit member shall be paid the annual base pay reflected in the applicable matrix of the pay plan for the member's current rank and stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter.
- (d) Each bargaining unit member who is hired on or after the effective date of this Agreement shall be paid the annual base pay reflected in the applicable matrix of the pay plan at Stage 1, and shall be deemed for purposes of the pay plan to have 8 years of service.
- (e) When a bargaining unit member is promoted to the rank of Battalion Chief after the effective date of this Agreement, the member's pay shall be the amount reflected in the matrix of the pay plan for the stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter, effective the first full pay period immediately following the date of promotion.
- (f) Effective the first full pay period immediately following the anniversary of the date that a bargaining unit member commenced employment with the Employer working in the capacity of a firefighter, the annual base pay for such member shall be adjusted to the amount reflected in the applicable matrix of the pay plan for the member's rank and the stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter if such years of service advances the member to the next stage in the matrix, unless such amount is less than the member's Initial Annual Base Pay.
- (g) No adjustments shall be made to any bargaining unit member's pay after September 30, 2024.

16.2 **Direct Deposit**

All bargaining unit members shall have the member's paycheck delivered by direct deposit to any banking or other financial institution providing savings or checking account services on the payday applicable to the paycheck. Any exemption from direct deposit must be requested by the member to the Fire Chief and include justification for such request. Exemption requests will be considered on a case by case basis.

16.3 Working out of Classification

- (a) A bargaining unit member not on probation who has been temporarily assigned by the Fire Chief or designee to perform the duties of a position or rank above Battalion Chief shall receive an increase in the member's pay of 10% for all timed worked under the temporary assignment.
- (b) The temporary assignment of a bargaining unit member to a lower paying classification shall not result in the reduction of such member's pay.

16.4 **Notification of Discrepancies**

The Employer agrees to promptly notify the Union President of any discrepancies between the amounts contemplated in this Article, and the amounts currently on file, while implementing this Article.

16.5 Pay Rate Adjustment on Reassignment for Limited Duty

Whenever a member of the bargaining unit is reassigned from a 24 hour shift position to a communications position or to a 40 hour work week, the member's current annual base pay shall be adjusted as follows to derive the member's hourly base rate:

Annual base pay in effect immediately prior to the reassignment times 1.05 DIVIDED by 2080.

- (b) With regard to any Holiday Leave hours earned and accrued prior to a reassignment under subsection (a) for which the member ultimately receives payment under Section 17.4, such payment shall be calculated based upon the member's hourly rate of pay in effect immediately prior to the transfer.
- (c) Any incentive pay the member was receiving prior to a reassignment shall continue to be paid to the member so long as the member remains qualified to receive the same.
- (d) Upon being reassigned back to a 24 hour shift position, a member of the bargaining unit transferred under subsection (a) shall be placed back into their applicable position in the pay matrix in accordance with their rank and years of service.
- (e) Whenever a member of the bargaining unit is demoted by order of the Fire Chief to a rank governed under the Firefighter CBA, the member's annual base pay shall be adjusted to the amount therefor reflected in the applicable matrix of the Pay Plan provided in the Firefighter CBA for the member's new rank and the stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter.

16.6 Florida Supplemental Compensation

Every bargaining unit member who meets the definition of firefighter as set forth in

Section 633.30(1), Florida Statutes, who is certified in compliance with Section 633.35, Florida Statutes, shall be entitled to supplemental compensation when such bargaining unit member has complied with one of the following criteria, following the initial date of certification of eligibility by the Division of State Fire Marshal:

- 1. Any such bargaining unit member who receives an applicable associate degree from an accredited college as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance shall receive additional compensation in accordance with the amount identified in Florida Statutes, prorated per pay period.
- 2. Any such bargaining unit member who receives an applicable bachelor's degree from an accredited college or university as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance shall receive additional compensation in accordance with the amount identified in Florida Statutes, prorated per pay period.

No bargaining unit member shall receive supplemental compensation under the provisions of more than one of subsection 1. or 2. above at any one time. Such supplemental compensation shall not be reflected in the member's hourly rate of pay.

16.7 **Pay Plan**

The Pay Plan shall be as set forth in the following matrices:

Article 16 Pay Matrix Fiscal			
Year 2021-22			
Years	Annual Base	Hourly	
	Wage	Rate	
8	\$82,325.97	\$28.27	
9	\$83,972.49	\$28.84	
10	\$86,071.80	\$29.56	
12	\$88,223.60	\$30.30	
14	\$90,429.19	\$31.05	
16	\$92,689.92	\$31.83	
18	\$95,470.62	\$32.79	
20	\$98,334.49	\$33.77	
22	\$101,284.78	\$34.78	
24	\$104,323.32	\$35.83	

Article 16 Pay Matrix Fiscal Year 2022-23			
Years	Annual Base Pay	Hourly Rate	
8	\$85,619.01	\$29.40	
9	\$87,331.39	\$29.99	
10	\$89,514.68	\$30.74	
12	\$91,752.54	\$31.51	
14	\$94,046.36	\$32.30	
16	\$96,397.52	\$33.10	
18	\$99,289.44	\$34.10	
20	\$102,267.87	\$35.12	
22	\$105,336.17	\$36.17	
24	\$108,496.25	\$37.26	

Article 16 Pay Matrix Fiscal Year 2023-24			
Years	Annual Base Pay	Hourly Rate	
8	\$88,530.06	\$30.40	
9	\$90,300.66	\$31.01	
10	\$92,558.18	\$31.79	
12	\$94,872.13	\$32.58	
14	\$97,243.93	\$33.39	
16	\$99,675.03	\$34.23	
18	\$102,665.28	\$35.26	
20	\$105,744.97	\$36.31	
22	\$108,917.60	\$37.40	
24	\$112,185.13	\$38.53	

Article 16 A– Incentives

16A.1 Payment of Incentive and Assignment Pay

Incentive Pay and Assignment Pay will begin the effective date that the bargaining unit member is approved for the incentive or scheduled for the assignment by the Fire Chief. All incentive pay and assignment pay will be paid each pay period.

16A.2 Special Operations/Haz-Mat

A bargaining unit member designated and assigned duties by the Fire Chief as a Special Operations and/or Hazardous-Materials Responder shall be entitled to the Special Operations Responder Incentive of thirty-one dollars (\$31.00) per pay period for each designation. The Fire Chief shall have the discretion to determine the number of Special Operations and/or Haz-Mat Responders required. Retention of the Special Operations Responder and/or Haz-Mat designation and the associated incentive are at the discretion of the Fire Chief and are not subject to grievance. There shall be no requirement to continue the incentive when a bargaining unit member is no longer assigned as a Special Operations and/or Haz-Mat Responder.

16A.3 Fire Safety Inspector

A bargaining unit member with a current certification as a fire safety inspector from the State Fire Marshal's Office who is designated and assigned duties by the Fire Chief as a fire safety inspector shall be entitled to Fire Safety Inspector Incentive Pay of thirty-one dollars (\$31.00) per pay period. The Fire Chief shall have the discretion to determine the number of fire safety inspectors required. Retention of the fire safety inspector designation and the associated incentive are at the discretion of the Fire Chief and are not subject to grievance. There shall be no requirement to continue the incentive when a bargaining unit member is no longer assigned as a fire safety inspector.

16A.4 Paramedic

A bargaining unit member who possesses and maintains a State of Florida Paramedic Certification shall be entitled to a Paramedic Incentive per pay period as follows:

FY21-22 Three hundred and eight dollars (\$308.00) per pay period;

FY22-23 Three hundred and fifty dollars (\$350.00) per pay period;

FY23-24 Three hundred and eighty-five dollars (\$385.00) per pay period.

The bargaining unit member must obtain and thereafter maintain approval by the Medical Director of his or her designation as a Paramedic to continue to qualify for the incentive. If a bargaining unit member is no longer designated as a Paramedic by the Medical Director, such member will no longer qualify for the Paramedic Incentive.

16A.5 Incident Safety Officer

A bargaining unit member who is certified as a Florida Incident Safety Officer shall be entitled to an incentive of thirty-one dollars (\$31.00) per pay period.

16A.6 Paid on Call

A bargaining unit member who is assigned "on call" status by the Fire Chief or his designee, and has been placed on the Department's schedule as such, shall be paid a fee of one dollar (\$1.00) per hour for each day the bargaining unit member is subject to calls for service.

16A.7 Special Assignment

A bargaining unit member promoted or assigned to a special assignment (such as Training, Fire Prevention/Inspections, and other support or supervisory positions) that shifts from 24/7 to a forty (40) hour per week schedule on a fulltime basis may receive a wage rate adjustment of no less than six percent (6%) and no more than fifteen percent (15%) above their base pay as recommended by the Fire Chief. The differential pay shall not be applicable to a bargaining unit member temporarily assigned to an alternative schedule including transitional, restricted, or limited duty positions. In the event a differential is approved, the differential applies only while in the full-time special assignment (such as Training, Fire Prevention/Inspections, and other support or supervisory positions).

Article 17 – Holidays

17.1 **Observed Holidays**

For purposes of this Agreement, the term "Holiday" shall refer only to the date on which the holiday occurs for shift employees, and as designated by the Board of County Commissioners for 40 hour per week employees. Each of the following eleven days is recognized as a holiday (referred to herein as a "Holiday") under the terms of this Agreement to be observed on the date specified by the Board of County Commissioners:

New Year's Day
Birthday of Martin Luther King, Jr.
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day

17.2 Accrual Rate

Each member of the bargaining unit regularly assigned to work a twenty-four-hour shift shall earn leave (referred to herein as "Holiday Leave") at the rate of twenty-four hours for each Holiday for which each of the accrual conditions set forth in Section 17.3 has been satisfied.

17.3 **Accrual Conditions**

In order for a member of the bargaining unit to earn Holiday Leave with respect to any Holiday, each of the following conditions must have been satisfied:

- (a) The member must have worked the member's last scheduled working day immediately prior to the observed Holiday, or on such working day have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician's certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.
- (b) If the member was scheduled to work on the date on which the Holiday was observed, then on said date the member must either have worked or have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician's certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.

(c) The member must have worked the member's first scheduled working day immediately following the observed Holiday, or on such working day have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician's certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.

17.4 Holiday Leave Compensation or Utilization

For purposes of this Article, each Holiday shall commence at 0800 on the date the Holiday is observed, and continue for twenty-four uninterrupted hours.

- (a) As Holiday Leave is earned, each member of the bargaining unit may elect to be compensated for the same during any pay period of the member's choice occurring within the same fiscal year that the Holiday is observed by so indicating on the member's time sheet, or to accrue the same within such year. No member shall be compensated for any Holiday Leave which has not been accrued. All Holiday Leave compensation shall be paid out in increments of twenty-four hours.
- (b) A member's election either to be compensated for Holiday Leave earned with respect to a particular Holiday or to accrue such Holiday Leave shall be evidenced on the member's time sheet for the pay period in which said Holiday is observed; provided, should the member decline or otherwise fail to evidence the member's election as provided in subsection (a), then the member shall be deemed to have elected to accrue such Holiday Leave within such fiscal year as opposed to being compensated for such Holiday Leave.
- (c) Accrued Holiday Leave may be utilized by a member in the same manner and subject to the same conditions as is provided in Article 27 for annual leave; provided, in the event any accrued Holiday Leave is not utilized by a member prior to the September 30 of the Employer's fiscal year during which the same was earned, then the member shall receive compensation therefor in the member's pay for first full pay period immediately following said September 30, and such accrued but not utilized Holiday Leave shall not be carried forward into any succeeding fiscal year.
- (d) Holiday Leave compensation shall be based upon a member's non-overtime Hourly Rate of Regular Pay provided in Article 16 and in effect at the time payment is made.

17.5 **Shift Exchanging**

Shift exchanging is permitted on any Holiday in accordance with Article 19.

17.6 **Staff Personnel**

Any other provisions of this Agreement to the contrary notwithstanding, staff personnel assigned to a 40 hour work week, shall not earn or accrue Holiday Leave under Section 17.2 or receive compensation under Section 17.4. Rather, such staff personnel shall

receive time off and compensation for each Holiday. If such staff personnel are required to work on any designated holiday, they shall be given another day off in that same work week, or be paid for the holiday and for the hours worked on the holiday at their regular hourly rate. If staff personnel work on the holiday, only the hours worked will be counted toward the calculation of overtime for that work week, not the holiday hours.

17.7 **Annual Leave**

Subject to the limits provided in Article 27, a member of the bargaining unit who is scheduled to work on the date on which a Holiday is observed shall be permitted to use accrued annual leave upon approval by the Fire Chief.

Article 18 – Workers Compensation

18.1 <u>Injury-in-the-Line-of-Duty Pay</u>

Any bargaining unit member who sustains a temporary disability as a result of accidental injury or acquired illness or exposure in the course and scope of employment with the Employer shall, at the member's option, be entitled to receive "injury-in-the-line-of-duty" pay at the member's applicable Hourly Rate of Regular Pay, reduced by the amount of worker's compensation benefits received by the employee by reason of such temporary disability for wages lost during the same period, when absent from duty because of such temporary disability. The member's applicable Hourly Rate of Regular Pay shall be calculated in accordance with Section 16.7. Injury-in-the-line-of-duty pay shall be subject to the following limitations and conditions:

- (a) Duration: The period during which injury-in-the-line-of-duty pay shall accrue shall not exceed ten working days per fiscal year for any such injury; provided, the Employer may, in its sole discretion and with a concurring medical opinion, which discretion shall not be subject to contest or arbitration, continue paying the "injury-in-the-line-of-duty" pay for additional incremental periods of up to ten working days.
- (b) Claims: The temporarily disabled bargaining unit member must file a claim for worker's compensation lost wages benefits in the manner prescribed in Chapter 440, Florida Statutes. The Fire Chief and the Risk Manager may approve such claim for "injury-in-the-line-of-duty" pay when satisfied that the claim correctly states the facts and that such claim is entitled to payment.

18.2 **Misconduct**

Injury-in-the-line-of-duty pay shall not be paid for any temporary disability incurred as a result of a bargaining unit member's misconduct. Member misconduct includes any of the following:

- (a) Failure to be drug and alcohol free in accordance with the provisions of Article 12 of this Agreement (Drug and Alcohol Abuse Policy), and, if the Employer is not self-insured for workers compensation coverage, in accordance with Section 440.102, Florida Statutes, and any rules promulgated thereunder, to the extent that said statute or rules may be applicable.
- (b) Failure to utilize a member's personal protective equipment that has been provided to the member by the Employer for utilization as a condition of employment, or that has been supplied by the member and approved by the Employer for utilization as a condition of employment.
- (c) Failure of the member to follow or observe any applicable Standard Operating Procedure, safety rules, regulations, and safe work practices that have been brought to the knowledge of the member through training by the Employer.

The Employer shall not discharge, threaten to be discharge, intimidate, or coerce any bargaining unit member by reason of such member's valid claim for compensation or attempt to claim compensation under the Worker's Compensation Law.

18.3 **Periodic Examination**

- (a) Any bargaining unit member injured in the line of duty shall be examined not less than every ten working days by a physician selected by the Employer.
- (b) The physician shall determine whether the member is able to return to work.
- (c) An injured member employee shall have the right to prompt and proper medical care.
- (d) Should the member fail to keep a scheduled appointment with the physician or otherwise comply with this medical examination schedule, the Employer will have the right to immediately terminate injury-in-the-line-of-duty pay. If the member needs to re-schedule an appointment, the member shall contact the Fire Chief or the Fire Chief's designee for approval. This will be limited to one time and if approved the Fire Chief will notify the third party administrator if the Employer is self-insured.

18.4 **Ineligibility**

When a bargaining unit member becomes ineligible to receive injury-in-the-line-of-duty pay, his or her right to compensation shall be governed by the provisions of the Worker's Compensation Laws of the State of Florida, if any.

18.5 **Litigation**

If a bargaining unit member brings litigation or administrative action under the Worker's Compensation Law or any other causes of action while receiving injury-in-the-line-of-duty pay under this Article, the Employer shall have the right to immediately terminate injury-in-the-line-of-duty pay.

18.6 **Temporary Reassignment**

- (a) When a bargaining unit member sustains a temporary disability as a result of accidental injury or acquired illness or exposure in the course and scope of employment with the Employer, he or she shall, for purposes of this Article, be automatically placed on a five day, forty hour work week, commencing at 0800 on the day following the date that the temporary disability was sustained or diagnosed.
- (b) When released by the physician for light duty, the member shall remain on a five day, forty hour work week and may be temporarily reassigned to such other duties as the Employer may have available, commensurate with medical and mental

fitness, until the physician releases the member to return to his or her regular, fulltime duties.

- (c) With the exception of staff personnel identified under Section 15.9, the Hourly Rate of Regular Pay for any bargaining unit member placed on a five day, forty hour work week under this article shall be calculated according to the formula set forth in Section 16.5 of Article 16.
- (d) With regard to the Return to Work and Light Duty Assignments policy approved by the Employer's Board of County Commissioners as of June 10, 2008, as the same may be amended from time to time, the Employer agrees to permit members meeting maximum medical improvement (MMI) an opportunity to apply for open positions within the county, at the advertised pay rate, provided they meet minimum qualifications and abilities, prior to being released or terminated.

18.7 Forms

Notice of Injury forms (DWC-1) and Occupational Exposure forms shall be available at each working location.

Article 19 – Shift Exchanging

19.1 **General**

A bargaining unit member covered by this Agreement may substitute for another member, provided that the substitution is approved in accordance with Departmental policy.

- (a) Under no circumstances shall remuneration be tendered from one member to another in exchange for time worked.
- (b) This article shall not provide an increase or decrease in compensation for any position worked.

<u>Article 20 – Educational Incentive</u>

20.1 Purpose

The purpose of this article is to improve the level of service provided to the public, by encouraging each bargaining unit member to obtain additional education and training that will improve the member's efficiency, performance and effectiveness in his or her present position, and prepare the member for enhanced responsibilities.

20.2 Educational Expense Reimbursement

Applications for reimbursement must be pre-approved by the Fire Chief and must include written proof that the bargaining unit member incurred the fees and/or costs and satisfactorily completed the approved program.

The Employer shall reimburse all or part of any educational expenses for satisfactory completion of formal academic course-work at an Employer-approved educational institution, leading to an associate, bachelor, master, or doctorate degree in the following skill areas: Public Safety Telecommunications, Paramedic, Firefighting, EMS, or other closely related educational programs, such expenses may include the cost of tuition, any fees charged and specifically associated with any approved course, textbooks, labs, and online courses, with a maximum reimbursement of up to \$1,200.00 per bargaining unit member per fiscal year, subject to the availability of funds budgeted therefor with no obligation on the part of the Employer to budget or maintain any level of funds available therefor. Satisfactory completion includes the letter grade A, B or C, "Pass", "Complete", and "Satisfactory". There shall be no payment in advance of course completion. The member may be responsible for travel.

If a bargaining unit member has been directed by the Fire Chief to attend any educational or training program, all expenses associated therewith including tuition, registration fees, textbooks, and lab fees shall be paid for by the Employer, and such expenses shall not be limited to the \$1,200 cap provided above. The employer shall be responsible for travel.

If a bargaining unit member wishes to attend an educational or training program, upon approval by the Fire Chief, expenses associated therewith including tuition, registration fees, textbooks, and lab fees may be paid for by the Employer, and such expenses may not be limited to the \$1,200 cap provided above. The member may be responsible for travel.

20.3 Eligibility

All bargaining unit members shall be eligible for educational reimbursement in accordance with Section 20.2.

20.4 Non-degree Courses

Any non-degree courses shall be considered for approval on individual bases by the Fire Chief and the Human Resources Director if they determine that the same is applicable and beneficial to the Employer. Such courses shall include, but are not limited to,

seminars, workshops, symposiums and conferences.

20.5 **Prior Approval Required**

All courses, workshops, seminars, etc., must be approved prior to enrollment in a specific educational program in order to be eligible for reimbursement. The Employer will provide notification whether such program is approved in a given case within ten business days following the bargaining unit member's request therefor.

20.6 Time-worked Rules

No voluntarily pursued degree course-work taken by a bargaining unit member shall be considered as "time-worked"; provided, if instruction for a course is provided at a member's work station, the member may attend classes therefor while on-duty so long as the member performs his or her normal work-related duties, both emergency and non-emergency, and such class time shall be considered "time-worked"; provided further, the Employer shall have no responsibility to assist the member in making up any class time missed by the member for any reason, including but not limited to performance of normal work-related duties. The Employer will endeavor to approve shift exchanges as provided for by Departmental policy when proposed to accommodate a member's schedule for approved course-work. If the member has been directed by the Fire Chief to attend any educational or training program, time spent taking such mandated courses shall be included as "time-worked."

20.7 Repayment Circumstances

In the event the Employer has either directed a bargaining unit member to attend a course of study and has paid the cost thereof, or has approved a member's request to attend a course of study at the Employer's expense and has paid the cost thereof, and the member either drops out of the course or fails to receive a grade as provided in Section 20.2, then the member must promptly reimburse the Employer for all costs incurred by the Employer for the course. Should the member fail to reimburse the Employer within thirty days following demand therefor, the Employer may deduct the cost from any compensation payable by the Employer to the member.

20.8 <u>Certification and Recertification</u>

- (a) Each training session or course provided by the Employer will be scheduled during two separate shifts so as to allow each bargaining unit member an opportunity to attend one or the other while off duty from his or her regularly assigned shift. During each period that a particular ACLS or BLS, emergency medical technician or paramedic certification is in effect, the Employer will provide enough training and course opportunities for each member to timely satisfy all of the training and education requirements for recertification thereof. Members will be allowed to attend such scheduled classes while on duty when available.
- (b) For paramedic and/or emergency medical technical re-certification, the Employer shall provide the required training to bargaining unit members to maintain the required ACLS, BLS and CEU's for Paramedic and EMT re-certification and shall reimburse or provide 100% of the cost for renewal of such re-certification.

20.9 Repayment upon Termination

A bargaining unit member who has received educational expense reimbursement for any course under this article shall repay the Employer the total amount thereof if the member voluntarily or involuntarily terminates employment with the Employer, excluding retirement under the FRS pension plan, within two years of receiving reimbursement, unless the bargaining unit member was directed by the Fire Chief to attend such course. At the Employer's option such amount may be deducted from any compensation payable by the Employer to the member to the extent permitted by law.

Article 21 – Prevailing Rights

21.1 <u>Insurance Coverage</u>

Health and life insurance shall be provided or made available, as the case may be, to the members of the bargaining unit by the Employer as follows:

- (a) The Employer may elect to be self-insured with respect to health insurance for its employees, including the members of the bargaining unit.
- (b) Notwithstanding subsection (d) hereof, life insurance, at the Employer's expense, shall provide a death benefit of not less than \$20,000.00, insuring the life of each member of the bargaining unit.
- (c) The insurance benefits and opportunities provided to members of the bargaining unit shall not be less than those benefits and opportunities provided to other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party, and the monetary contributions of bargaining unit members shall not be more than those required of other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.
- (d) Except as provided in subsections (b) and (e) hereof, the Employer reserves the right to add to, subtract from, modify, continue or discontinue any rights, privileges, benefits, opportunities, or coverages presently or hereafter available to members of the bargaining unit with respect to health and life insurance, at its sole discretion without being required to bargain over the same; provided that the same is simultaneously made to apply to all other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.
- (e) The Employer will continue to provide covered employees with insurance plans providing benefits comparable to those currently in effect as the effective date of this Agreement. A member of the bargaining unit shall not be required to pay more per month towards the cost of single, spouse or family coverage than is required of other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.
- (f) Any other provisions of this Agreement to the contrary notwithstanding, in addition to its reopener rights under Section 28.2, the Employer shall have the right at any time to reopen this Section 21.1 for further negotiations by demanding immediate bargaining with regard to the same, and the Union must promptly comply. Such bargaining shall be subject fully to the provisions and processes of Part II of Chapter 447, Florida Statutes.

21.2 Off-Duty Hours

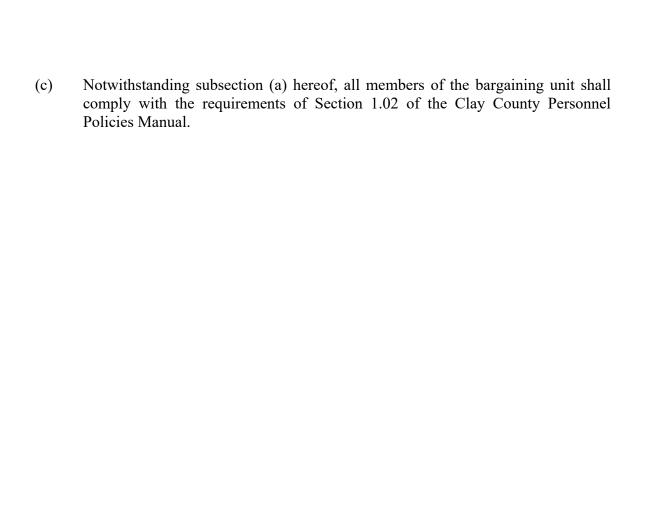
- (a) Except as provided hereinafter, the off-duty hours of each member of the bargaining unit shall be such member's own time to govern as he or she desires, so far as it does not discredit the Employer or interfere with such member's regular duty schedule.
- (b) It is understood that members of the bargaining unit may be called back to duty in the event of a major fire, disaster, or mandatory overtime and if so called shall immediately respond as directed, regardless of whether the member is on the job or scheduled to work at other employment. To ensure availability and loyalty to the Employer in the event of recall, the members of the bargaining unit working outside employment agree to furnish the name, address, and telephone number of such employment to the Employer.
- (c) Members of the bargaining unit shall be permitted to work for another governmental employer as a Firefighter, EMT, or Paramedic; provided, this employment shall be limited to working strictly on a part-time basis. This subsection shall not apply to any member of the bargaining unit working for any United States (Navy, Army, Air Force, Marine Corps, Coast Guard) Reserve Unit or Florida National Guard unit at any time.

21.3 Anti-Nepotism

The Employer shall not implement an anti-nepotism policy applicable to the members of the bargaining unit stricter than that provided in Section 112.3135, Florida Statutes.

21.4 **Political Activities**

- (a) The Employer believes it to be in the public interest and of governmental benefit to remove career employees from the area of partisan political activity. Florida law imposes certain restrictions on the political activities of state, county, and municipal officers and employees. All Division employees are permitted to hold membership in and support a political party, or maintain neutrality. During off-duty hours, members of the bargaining unit may undertake active political roles, attend meetings, support candidates, and work in campaigns. Members of the bargaining unit shall be allowed to engage in the full range of political activities guaranteed to all citizens while off-duty and not in the uniform of the Division. Members shall not demonstrate or conduct political activities at any Division workstation. In no event shall members of the bargaining unit utilize materials or property owned or leased by the Employer for the production of political materials.
- (b) During a primary, general, or special election, a member of the bargaining unit who is a registered voter and whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where polls are open two hours before or two hours after the member's work period, such shall be considered sufficient time for voting.



<u>Article 22 – Rank Structure</u>

22.1 **Job Description**

The Employer shall author an appropriate job description for the rank of Battalion Chief commensurate with the present duties. This rank shall be a part of the chain of command within the Division, with Captains reporting directly to Battalion Chiefs; provided, the Department Head, or authorized career designee, shall have and retain the authority to give specific direction to or otherwise command each member of the bargaining unit without regard to rank or assignment. Should the Employer, in exercising its management right, desire to change the job description in a way that materially impacts wages, hours, and/or terms or conditions of employment, then the Union will be notified and, upon timely request by the Union, the impact of the change(s) shall be bargained prior to implementation.

22.2 Vacancies in Ranking Positions

When a vacancy occurs in the Battalion Chief rank that the Employer elects to fill, and a promotional list therefor established under the Firefighter CBA has not yet been established, or has been expended, the Fire Chief may appoint a Division employee who is a member of the bargaining unit governed under the Firefighter CBA to the open position on a temporary basis, not to exceed one hundred and eighty days, or until the exam process is completed, whichever occurs first. After one hundred and eighty days, a permanent replacement shall be appointed in accordance with this article. When a vacancy occurs that the Employer elects to fill, a temporary replacement shall be named from an existing list of eligible candidates established under the Firefighter CBA within fifteen calendar days.

22.3 Eligibility

To be eligible to serve in the rank of Battalion Chief a candidate must meet the current job description established by the Employer's Board of County Commissioners therefor.

<u>Article 23 – Stress Management</u>

23.1 **Employee Assistance Program**

The Employer agrees to provide and maintain an Employee Assistance Program (EAP). Counseling shall be available to Bargaining unit members and their immediate family. Initial evaluation and short term counseling (4 to 6 visits) shall be provided at no cost to the member or family member. If the nature of the problem requires further treatment, the member will be referred to resources that are either free, covered by insurance, or based on the member's ability to pay. The contents of any counseling sessions shall be strictly confidential.

Article 24 – Layoff

24.1 **<u>Layoff</u>**

- (a) In the event that the Employer decides that layoffs become necessary, bargaining unit members shall be queried to ascertain if anyone desires to revert to the previously held position prior to promotion. If no one comes forward, selection among the members shall be based on superiority in rank within the Battalion Chief classification with the person with the least superiority in rank being selected first. Selected members shall be offered the previously held position prior to promotion.
- (b) If there is a tie in superiority in rank, the bargaining unit members will be selected based on test scores, with the lowest test score being selected first. Selected members shall be offered the previously held position prior to promotion.
- (c) If there is a tie in superiority in rank and in test scores, the selection will be based on seniority with the least senior bargaining unit member being selected first. Selected members shall be offered the previously held position prior to promotion.
- (d) Time earned in accordance with Article 2.4 by a bargaining unit member electing to accept the previously held position prior to promotion, as described in subsections (a), (b) and (c), shall count cumulatively with prior time earned in the previously held position prior to promotion, to determine the member's then current "superiority in rank" in the newly demoted position.
- (e) The compensation of a bargaining unit member demoted due to a reduction in work force shall adjusted to the Annual Base Pay for the appropriate stage of the Pay Plan under the Firefighter CBA of the new rank. Future increases in pay will be governed under the Firefighter CBA then in effect.
- (f) A bargaining unit member demoted due to a reduction in work force shall not have to retest for the member's previously held rank, but shall be placed on the top of an eligibility list which will have a four year duration from the date of demotion.
- (g) A bargaining unit member demoted due to a reduction in work force shall be restored to the member's previously held rank as soon as a position becomes available due to attrition or any other increase in work force by using the reverse of the process by which the member was selected for demotion, with the member having most superiority in rank being restored first, the member having the lowest test score second, and the member having the least seniority third.

(h) The Annual Base Pay, as defined in Article 16, of a bargaining unit member restored to rank under subsection (g) shall be the amount reflected in the matrix of the Pay Plan in Article 16 for the stage corresponding to the member's years of service.

24.2 **Layoff Notification**

The Employer shall notify the Union President of an impending lay-off prior to the actual reduction in force.

Article 25 – Physical Fitness

25.1 **General Provisions**

The Union recognizes the importance of a physical fitness/wellness program, and shall allow the Employer to determine if and when such a program is established within the Division. In the event such a program is initiated, the following requirements shall be met:

- (a) No bargaining unit member shall be disciplined for failing to comply with any requirements, as long as the member is actively participating. Such participation shall be based upon the member's current fitness and general health. It is recommended that any program initiated in the future be custom tailored for each member, based on that member's general health, fitness, and goal.
- (b) Any such program instituted shall apply equally to all members of the bargaining unit.
- (c) Each bargaining unit member shall receive a medical examination provided by the Employer, prior to the implementation of a physical fitness program. The medical doctor shall not be the medical director.

25.2 **Injuries**

Injuries suffered as a result of physical fitness, as part of a Division-sponsored program, shall be considered a line of duty injury and covered under the provisions of Article 18.

25.3 **Diet and Nutrition**

Any program established under Section 25.1 shall include professional training on proper diet and nutrition.

<u>Article 26 – Uniforms</u>

26.1 **General Provisions**

Except as provided in Section 26.7 and the approved uniform variants, as detailed in the Departmental Uniform Policy, and available to be worn by the bargaining unit members at their cost, all uniforms, protective clothing, and protective devices required of members employees in the performance of their duties, shall be furnished without cost to them by the Employer.

26.2 **Uniform Issuance**

The Employer shall furnish the following uniform items to each employee at no cost to the employee:

- 4 uniform pants
- 4 uniform shirts
- 1 winter jacket
- 1 black leather uniform belt

It will not be necessary to re-issue any items which have already been provided to the member. Those items which have already been provided to the member will be subject to Section 26.4. In consideration of the foregoing, bargaining unit members shall wear or use said uniforms only for official Division business, and to maintain, clean, and shall maintain, clean and repair the same to the extent possible on a regular basis.

26.3 Reissue

Uniform items no longer usable shall be returned to Logistics for immediate replacement. An article of uniform clothing shall be deemed not usable if it is torn, faded, does not fit properly, stained, or potentially infected. All infected clothing shall be placed in a red or yellow bag appropriately marked and sent to Logistics for replacement or cleaning. Replacement shall be on an item by item basis.

26.4 Dress Standards

Approved Departmental Dress Standards shall be set forth in the Uniform Policy established by the Fire Chief. The Uniform Policy shall be subject to revision from time to time, as determined by the Fire Chief, and may be deviated from only as directed by the Fire Chief or designee.

26.5 New Articles

New articles of uniform clothing shall be provided by the Employer prior to a mandate that they be worn.

26.6 Return of Uniforms upon Separation

Upon separation from employment with the Department, whether voluntary or otherwise, each bargaining unit member will return all Department-issued uniform items received by the member during the member's employment with the Department. Such items shall be

returned to Logistics within five (5) calendar days from the member's last date of employment with the Department.

26.7 Clothing, Equipment and Maintenance Allowance

Each bargaining unit member may receive up to \$460.00 per fiscal year for a clothing, equipment, and maintenance allowance, payable through approved reimbursement. Prior to any purchase, each bargaining unit member shall be responsible for obtaining reimbursement approval from the Fire Chief or his or her designee for the proposed clothing and equipment. After any purchase, it is the responsibility of the bargaining unit member to provide proper documentation for reimbursement. With respect to maintenance, each bargaining unit member shall follow the Employer's approved process. Neither the allowance nor reimbursement shall be reflected as an adjustment to the member's Current Hourly Rate of Regular Pay under Article 16. From this allowance, each bargaining unit member governed under this Agreement shall obtain shoes or boots and with the exception for the belt issued to a new member under Section 26.2, a black leather uniform belt, including any replacement belt, which shall be worn as a part of the uniform.

Article 27 – Leave

27.1 **Annual Leave**

(a) Bargaining unit employees assigned to 24-hour shift positions shall accrue annual leave at the following annual rates, prorated per pay period, based upon years of employment with the Employer:

0 through 5 years (up to 60 months)	120 hours
6 through 9 years (61 through 108 months)	132 hours
10 through 14 years (109 through 168 months)	156 hours
15 years and over (169 months plus)	

- (b) In accordance with the accrual rate schedule outlined in subsection (a), each time a bargaining unit member assigned to a 24-hour shift position has reached the anniversary date of the member's sixth, tenth, and fifteenth year of employment with the Employer, an additional ten hours shall be immediately credited to the annual leave balance of the member, and the accrual rate shall change accordingly.
- (c) Bargaining unit employees not assigned to 24-hour shift positions shall accrue annual leave at the following rates, prorated per pay period, based upon years of employment with the Employer:

0 through 5 years (up to 60 months)	96 hours
6 through 9 years (61 through 108 months)	120 hours
10 through 14 years (109 through 168 months)	144 hours
15 years and over (169 months plus)	168 hours

- (d) In accordance with the accrual rate schedule outlined in subsection (c), each time a bargaining unit member not assigned to a 24-hour shift position has reached the anniversary date of the member's sixth, tenth, and fifteenth year of employment with the Employer, an additional eight hours shall be immediately credited to the annual leave balance of the member, and the accrual rate shall change accordingly.
- (e) The maximum annual leave hours each bargaining unit member may have to his or her credit on December 31 of each year shall be:

0 through 10 years of employment	240 hours
11 through 15 years of employment	320 hours
16 plus years of employment	360 hours

(f) Annual leave shall be scheduled in accordance with Department policy. One bargaining unit member of the normal daily shift assignment shall be released for annual leave, not to include those members on Military Leave or Administrative

Leave. More than one member may be released for annual leave at the discretion of the Fire Chief's designee, and is not subject to grievance.

27.2 Sick Leave

- (a) Bargaining unit members assigned to 24-hour shift positions shall accrue sick leave at the rate of one hundred twenty per year prorated per pay period. Bargaining unit members not assigned to 24-hour shift positions shall accrue sick leave at the rate of ninety-six hours per year prorated per pay period.
- (b) Sick leave may be used for personal sickness, bodily injury, quarantine, medical or physical examination, and family illness. When there is an illness in the bargaining unit member's family (children, spouse or other relative living in the household or confined to an assistance program) and the bargaining unit member must stay home to provide care, bargaining unit members assigned to a 24 hour shift position may take up to 72 hours of sick leave per calendar year and bargaining unit members not assigned to 24 hour shift positions may take up to 24 hours of sick leave per calendar year. The Fire Chief or designee has the discretion to approve additional use of sick leave for family illness. This provision does not apply when leave is taken under the Family and Medical Leave Act.
- (c) If an employee becomes ill while on vacation, they may request that the time be charged to sick leave. The employee's supervisor must be notified within 72 hours of the illness. Certification of the illness by a physician may be required before sick leave may be granted.

27.3 Administrative Leave

Administrative leave with pay shall be approved for bargaining unit members the following defined purposes, and shall not be charged against a bargaining unit member's accrual of any other leave:

- (a) Condolence leave Paid condolence leave shall be granted as follows:
 - (1) A member assigned to work a 24-hour shift shall be granted forty-eight hours of paid condolence leave, and a member assigned to a 40-hour work week shall be granted twenty-four hours of paid condolence leave, to attend a funeral of an immediate family member (parent, parent in-law, grand-parent, legal guardian, spouse, brother, sister, grandchild, or child).
 - (2) A member assigned to work a 24-hour shift shall be granted twenty-four hours of paid condolence leave, and a member assigned to a 40-hour work week shall be granted eight hours of paid condolence leave, to attend a funeral of other family members (i.e., grandparent-in-law, brother-in-law and sister-in-law, aunt and uncle).
- (b) Court Appearance A member summoned as a prospective juror or subpoenaed as a witness shall be granted court appearance leave with pay. Any fees paid shall

be delivered to the Employer; provided, court appearance leave with pay does not apply when the member is involved in personal litigation, unless the result of official performance of duty.

- (c) Examinations A member shall be granted examination leave with pay (while staffing permits) for taking examinations for certifications identified within this Agreement.
- (d) Educational A member may be granted educational leave with pay to attend Department approved seminars, conferences, or meetings.

27.4 Administrative Leave without Pay

A bargaining unit member not on probationary status with the Employer may be granted leave without pay for personal reasons upon written request to the Fire Chief via the chain of command, with subsequent approval by the County Manager. Such leave shall not exceed six months. Annual and sick leave shall not accrue during administrative leave without pay. Administrative leave without pay shall not constitute a break in service in accordance with rules of the Florida Retirement System. The member shall return to the rank and pay previously held upon the member's return.

27.5 Rules for Annual and Sick Leave

(a) Annual and sick leave shall accrue during paid leave, unless the paid leave immediately precedes separation due to voluntary resignation.

(b) Payment for Earned Leave

(1) <u>Annual Leave</u>

- A. Upon involuntary separation or upon separation due to voluntary resignation other than a qualified retirement or a reduction in force, each bargaining unit member not on probation shall be paid for any unused annual leave, not to exceed 360 hours.
- B. In case of death of a bargaining unit member, 100% of unused annual leave shall be paid to the employee's beneficiary, estate, or as provided by law.
- C. Upon separation due to a qualified retirement, each bargaining unit member shall be paid for any unused annual leave, not to exceed 360 hours.
- D. Upon entering the Deferred Retirement Option Program of the Florida Retirement System (DROP), each bargaining unit member may elect to be paid for any unused annual leave, not to exceed 360 hours, in lieu of any other payment for unused annual leave.

E. A bargaining unit member who has received payment for unused annual leave under any of the provisions of this paragraph is thereafter ineligible to receive any further payment for unused annual leave, unless the member received an initial payout upon entering DROP in an amount that was less than the maximum for which the member was eligible, in which event the member may receive payment for the balance of such maximum upon final separation.

(2) Sick Leave

- A. Except as provided in subparagraph C, upon separation, each bargaining unit member not on probation shall be paid for 50% of any unused sick leave, not to exceed 960 hours, provided that the member has ten years plus service.
- B. In case of death of a bargaining unit member, 50% of unused sick leave, not to exceed 960 hours thereof, shall be paid to the member's beneficiary, estate, or as provided by law.
- C. Upon separation due to a qualified retirement, a bargaining unit member shall be paid for any unused sick leave, not to exceed 960 hours.
- D. Bargaining unit members shall be eligible to participate in the sick leave pool established for employees of the Employer who are not within the scope of a collective bargaining agreement to which the Employer is a party under the same terms and conditions as are applicable to such employees, as the policy governing such sick leave pool may be amended from time to time.
- (c) Holiday leave may be used in lieu of sick leave with prior approval of the Fire Chief.
- (d) The biweekly paycheck shall indicate the proper accrual for that pay period. Leave cannot be taken until it is earned. A bargaining unit member on layoff or separation may, at the member's option, continue to receive a biweekly paycheck, drawing on accrued sick and annual leave, and earned holidays, until expended.
- (e) For purposes of subsection (b), the term qualified retirement means retirement from employment with the Employer at an age or with years of service in the Florida Retirement System that would entitle the bargaining unit member to retire normally and receive a full pension thereunder without penalty for early retirement, regardless of whether the member has elected to participate in the Florida Retirement System pension plan or investment plan, and provided that at such retirement the member has achieved the applicable minimum years of service in the Florida Retirement System that would entitle the member to receive a pension thereunder upon retirement. For a member hired by the Employer prior

to July 1, 2011, the applicable normal retirement age or years of service is 55 years old, or 25 years of Special Risk Class service, and the applicable minimum years of service is 6 years. For a member hired by the Employer on or after July 1, 2011, the applicable normal retirement age or years of service is 60 years old or 30 years of Special Risk Class service, and the applicable minimum years of service is 8 years.

27.6 Family and Medical Leave

- (a) Each bargaining unit member, in accordance with the Family and Medical Leave Act of 1993, shall be allowed up to twelve weeks of unpaid family and medical leave during any twelve month period, subject to the limitations provided in subsection (b). The member is under no obligation to utilize the full twelve weeks of unpaid family and medical leave. The Employer shall post a copy of said Act at all fire stations.
- (b) Any family and medical leave under this section shall be taken in accordance with the provisions of the Employer's Personnel Policies Manual.

27.7 **Military Leave**

- (a) Bargaining unit members who are members of the United States Armed Forces Reserve and National Guard shall be entitled to military leave with pay for inactive duty training (IDT) and annual training (AT), as follows.
 - (1) Requests for military leave with pay for IDT shall not require orders. The Employer may request verification after the training period. The Employer may require written orders to approve military leave with pay requests for AT.
 - (2) Military leave with pay shall not exceed seventeen days at one time for National Guard members. Military leave with pay for Reservists shall not exceed seventeen days in a fiscal year of the Employer.
 - (3) When a bargaining unit member is participating in IDT or AT outside of the local area, he or she must provide to the Employer military orders verifying the same. Subject to the limitations provided in paragraph (2), military leave with pay shall be for the full amount of the member's work hours for each of the member's regularly scheduled shifts occurring during IDT or AT that takes place outside of the local area, and for the full amount of the member's work hours not to exceed twelve for each of the member's regularly scheduled shifts occurring during IDT or AT that takes place within the local area.
 - (4) When a bargaining unit member is participating in IDT or AT in the local area, in no event shall military leave with pay extend for a period that is longer than necessary for the member to participate in the IDT or AT and return to work.

- (5) Travel time shall be included in military leave with pay if written orders provide for travel time.
- (6) The Employer acknowledges that a bargaining unit member who returns to work during a period for which military leave with pay has been approved may be recalled at any time, and is obligated to return to the location of the IDT or AT. If this occurs, the member shall be released by the Employer for return to the IDT or AT as soon as a replacement is found.
- (7) As IDT is a regularly scheduled event, each bargaining unit member subject to IDT must provide to the Fire Chief the schedule thereof as soon as it is known to the member. The member must submit a military leave with pay request for the IDT at least four months prior to the commencement thereof. In case of an IDT schedule change, the Employer may deny military leave with pay if a request therefor is made with less than ninety-six hours advance notice, but cannot deny the time off.
- (b) If a bargaining unit member is ordered to report by the Selective Service Board, any time away from work occasioned thereby shall be considered military leave with pay if for the purpose of examinations, physicals, or entry processing.

27.8 Alternative Attendance Incentive Leave and Annual Leave Sell-Back Programs

- (a) Eligible bargaining unit members shall have the option of participating in either the Attendance Incentive Leave Program or the Annual Leave Sell-Back Program set forth in paragraphs (1) and (2) below.
 - (1) Attendance Incentive Leave Program. The Attendance Incentive Leave Program is as follows:

A bargaining unit member is eligible to receive attendance incentive leave under the Attendance Incentive Leave Program if the member has used 32 hours or less of sick leave and leave without pay combined during the immediately preceding calendar year, and has been actively employed with the Department for the entirety of said year. The amount of attendance incentive leave will be determined as follows:

TOTAL HOURS	ATTENDANCE INCENTIVE
ABSENT	LEAVE RECEIVED
8 or less	4 days
9-16	3 days
17-24	2 days
25-32	1 day

For purposes of this paragraph, one day of attendance incentive leave earned is the equivalent of eight hours of annual leave. Absences for a fraction of an hour will be rounded up to the next full hour.

(2) Annual Leave Sell-Back Program.

The Annual Leave Sell-Back Program for bargaining unit members assigned to 24-hour shifts is as follows:

A bargaining unit member assigned to a 24-hour shift is eligible to sell back all of the member's accrued annual leave that exceeds 120 hours if the member has used 48 hours or less of sick leave and leave without pay combined during the immediately preceding calendar year, has not received disciplinary action other than a written or oral reprimand during said year, and has been actively employed with the Department for the entirety of said year. For purposes of this subparagraph, 1 day of leave is the equivalent of 24 hours. Absences for a fraction of an hour will be rounded up to the next full hour.

- (b) A bargaining unit member assigned to a 40-hour work week shall participate in the Attendance Incentive Leave Program set forth in paragraph (1) of subsection (a) if the member meets the eligibility requirements set forth therein. Such member is not eligible to participate in the Annual Leave Sell-Back Program set forth in paragraph (2) of subsection (a).
- (c) An eligible bargaining unit member's election to participate in either the Attendance Incentive Leave Program or the Annual Leave Sell-Back Program must be made each year, and must be submitted to the Fire Chief in writing no earlier than each November 1 and no later than the following November 30 of such year. An eligible member who fails to so submit shall be deemed to have elected to participate in the Attendance Incentive Leave Program. The written notice to the Fire Chief electing to participate in the Annual Leave Sell-Back Program must include the number of annual leave hours the member chooses to sell back.
- (d) All annual leave sold back under the Annual Leave Sell-Back Program shall be paid at the bargaining unit member's non-overtime Hourly Rate of Regular Pay provided in Article 16 and in effect at the end of the calendar year for which the election to participate in the Annual Leave Sell-Back Program is made. All annual leave sold back by a member under the Annual Leave Sell-Back Program will be deducted from the member's accrued annual leave.
- (e) For purposes of this subsection, a type of shift means a 24-hour shift or a 40-hour work week. If a bargaining unit member has worked more than one type of shift during the calendar year for which the member's eligibility to participate in the Annual Leave Sell-Back Program is being determined, the type of shift that the member worked for the longer or longest duration during said year shall govern the determination, as well as the applicability of paragraph (2) of subsection (a).

<u>Article 28 – Duration and Reopener</u>

28.1 Effective Date

This Agreement shall take effect as of the date that it shall have been ratified by both the Union and the Employer's Board of County Commissioners, with the pay provisions set forth in Article 16 and Article 16A retroactive to December 22, 2021. On and after the date of ratification by both parties, the provisions of this Agreement shall prevail over all other bargaining agreements entered into between the Employer and the Union prior thereto. This Agreement shall remain in full force and effect until and including September 30, 2024, whereupon it shall be deemed expired.

28.2 **Future Bargaining**

- (a) No earlier than April 15, 2023 and no later than May 15, 2023, each party has the right to open up to two articles by submitting to the other party written notification that it has exercised such right and identifying by number and title the article or articles it intends to open. The parties shall commence negotiations regarding any article opened under this subsection no later than May 31, 2023.
- (b) No earlier than April 15, 2024, and no later than May 15, 2024, each party shall submit to the other written notification identifying by number and title those articles of this Agreement said party intends to open for bargaining for a collective bargaining agreement to succeed this Agreement. No later than May 31, 2024, the parties shall commence negotiations on a collective bargaining agreement to succeed this Agreement upon its expiration as provided in Section 28.1.

28.3 Waiver

With respect to any article of this Agreement that neither party has announced to be negotiated under Section 28.2, the same shall be considered agreeable to both parties, and will be included in the collective bargaining agreement being negotiated to succeed this Agreement without further bargaining.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of each.

	UNION:
	The Clay County Fire/Rescue Professionals, Unit "B", International Association of Firefighters Local 3362B
	By:
	COUNTY:
	Clay County, a political subdivision of the State of Florida, by and through its Board of County Commissioners
	By: Wayne Bolla, Chairman
ATTEST:	•
Tara S. Green Clay County Clerk of Court and Comptroller Ex Officio Clerk to the Board	

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Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

TO: Board of County Commissioners

DATE: 3/4/2022

FROM: Courtney

Grimm

SUBJECT:

AGENDAITEM

TYPE:

ATTACHMENTS:

Upload **Description Type** File Name Date

Resolution

- Baptist Health

Revenue Resolution Letter

5/17/2022 Resolution-FINAL_WITH_EXHIBITS_for_05-24-22_BCC_Agendaada.pdf Bonds

Series 2022 Interlocal Agreement - Baptist

Active 156905724 6 Baptist Health 2022 -

Health Revenue Agreement/Contract 5/17/2022 _Interlocal_Agreement_between_Jacksonville_and_Clay County-Tada.pdf

Bonds Series 2022

REVIEWERS:

Department Reviewer Action Date Comments County Grimm, Courtney K. Approved 5/17/2022 - 12:48 PM **AnswerNotes** Attorney

County Wanamaker, Howard Approved 5/17/2022 - 5:36 PM **AnswerNotes** Manager

RESOLUTION OF THE BOARD OF **COUNTY** COMMISSIONERS OF CLAY COUNTY, FLORIDA. APPROVING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF JACKSONVILLE. FLORIDA (THE "ISSUER"); APPROVING THE ISSUANCE BY THE ISSUER OF ITS HEALTH CARE FACILITIES REVENUE BONDS (BAPTIST HEALTH), SERIES 2022, IN ONE OR TAXABLE, SERIES, TAX-EXEMPT OR COMBINATION THEREOF, FROM TIME TO TIME, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$200,000,000, TO FINANCE, REIMBURSE OR REFINANCE ALL OR A PORTION OF THE COSTS OF THE ACQUISITION, CONSTRUCTION, PLANNING, DEVELOPMENT, RENOVATION, IMPROVEMENT. **EOUIPPING** INSTALLATION OF CERTAIN HEALTH CARE FACILITIES LOCATED OR TO BE LOCATED IN CLAY COUNTY, FLORIDA, AND OTHER HEALTH CARE FACILITIES LOCATED OUTSIDE CLAY COUNTY, FLORIDA, OF WHICH NOT TO EXCEED \$100,000,000 WILL BE ISSUED FOR THE PURPOSE OF PROVIDING FUNDS TO MAKE ONE OR MORE LOANS TO SOUTHERN BAPTIST HOSPITAL OF FLORIDA, INC. (D/B/A BAPTIST MEDICAL CENTER JACKSONVILLE, BAPTIST MEDICAL CENTER SOUTH. BAPTIST MEDICAL CENTER CLAY AND WOLFSON CHILDREN'S HOSPITAL), A FLORIDA NOT FOR PROFIT CORPORATION. TO FINANCE, REIMBURSE REFINANCE ALL OR A PORTION OF THE COSTS OF THE ACQUISITION, PLANNING, DEVELOPMENT, CONSTRUCTION, RENOVATION, IMPROVEMENT. EQUIPPING AND INSTALLATION OF SUCH HEALTH CARE FACILITIES LOCATED OR TO BE LOCATED IN CLAY COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Southern Baptist Hospital of Florida, Inc. (d/b/a Baptist Medical Center Jacksonville, Baptist Medical Center South, Baptist Medical Center Clay and Wolfson Children's Hospital) (the "Borrower"), desires to finance, reimburse or refinance all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain health care facilities located or to be located in Clay County, Florida ("Clay County"), as more particularly described in Exhibit A hereto (the "Clay County Project"), and to finance, reimburse or refinance all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain other health care facilities located or to be located outside Clay County, Florida, as more

particularly described in <u>Exhibit A</u> hereto (the "Other Project" and together with the Clay County Project, the "Project"); and

WHEREAS, the Borrower will recognize substantial cost savings by financing, refinancing or reimbursing all or a portion of the costs of the Project through a single plan of finance consisting of the issuance by the City of Jacksonville, Florida (the "Issuer"), of its Health Care Facilities Revenue Bonds (Baptist Health) (the "Bonds"), in one or more series, taxable, tax-exempt or a combination thereof, in an aggregate principal amount not to exceed \$200,000,000, to finance, refinance or reimburse all or a portion of the costs of the Project; and

WHEREAS, the Issuer has requested that the Board of County Commissioners (the "Board") consider and approve the Issuer's issuance of the Bonds, to the extent the interest on such Bonds is to be exempt from federal income taxation, in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Borrower has requested that the Board authorize the execution and delivery of an Interlocal Agreement to be entered into between Clay County and the Issuer (the "Interlocal Agreement"), in substantially the form attached hereto as <u>Exhibit B</u>, to allow the issuance by the Issuer of the Bonds to pay a part of the costs of the Clay County Project, the amount thereof not to exceed \$100,000,000; and

WHEREAS, the Issuer and Clay County are willing to enter into the Interlocal Agreement as herein described in order to permit the Borrower to finance, refinance and reimburse all or a portion of the costs of the Clay County Project with proceeds of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board that:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the laws of the State of Florida, including Chapter 159, Part II, and Section 163.01, Florida Statutes, as amended, and other applicable provisions of law (collectively, the "Act").

SECTION 2. FINDINGS. The Board hereby finds, determines and declares as follows:

- A. The Board is the elected legislative body of Clay County, and Clay County has jurisdiction over the area in which the Clay County Project is located.
- B. Notice of a public hearing to be held before the Board, inviting comments and discussions concerning the issuance of the Bonds by the Issuer to finance, refinance or reimburse all or a portion of the costs of the Clay County Project, was published in *Clay Today*, a newspaper of general circulation in Clay County at least seven days prior to such hearing date, a copy of the publisher's affidavit of proof of publication is attached hereto as <u>Exhibit C</u> and incorporated herein by reference.
- C. Following such notice, a public hearing was held by the Board during which comments and discussions concerning the issuance of the Bonds by the Issuer to finance, refinance or reimburse all or a portion of the costs of the Clay County Project were requested and allowed.

D. The Bonds and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of Clay County, the Issuer, the State of Florida or any political subdivision thereof but shall be payable solely from the revenues pledged therefor pursuant to a Loan Agreement entered into by and between the Issuer and the Borrower prior to or contemporaneously with the issuance of the Bonds.

SECTION 3. AUTHORIZATION OF INTERLOCAL AGREEMENT. The form of the Interlocal Agreement attached hereto as <u>Exhibit B</u> and incorporated by reference is hereby approved. The Chairman of the Board of County Commissioners (or other appropriate official designated by the Board) and the Clerk of Courts or Deputy Clerk are hereby authorized in the name and on behalf of Clay County pursuant to this Resolution to execute and deliver the Interlocal Agreement on behalf of Clay County in substantially the form attached to this Resolution, with such changes, insertions and deletions as the officers signing such document may approve, their execution thereof to be conclusive evidence of such approval. The officers executing the Interlocal Agreement are hereby further authorized to do all things which may be required or advisable with respect or in any way related thereto, including, but not limited to, recording the Interlocal Agreement with the Clerk of the Circuit Court in and for Clay County, Florida. The County Manager (or other appropriate official designated by the Board) and Clerk of Courts or Deputy Clerk are hereby further authorized to take such further action and execute such further instruments as may be necessary or appropriate to fully effectuate the purpose and intention of this Resolution and the Interlocal Agreement.

SECTION 4. APPROVAL. Solely for the purposes of satisfying the provisions of Section 147(f) of the Code and other applicable provisions of law, the Board hereby approves the issuance of the Bonds by the Issuer in one or more series, taxable, tax-exempt or a combination thereof, in an aggregate principal amount not exceeding \$200,000,000, of which not to exceed \$100,000,000 will be issued for the purpose of providing funds to make one or more loans to the Borrower to finance, refinance or reimburse all or a portion of the costs of the Clay County Project. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Clay County Project, and the Board shall not be construed by reason if its adoption of this Resolution to make any such endorsement, finding or recommendation to have waived any right of Clay County or estopping Clay County from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Board of the issuance of the Bonds by the Issuer shall not be construed to obligate Clay County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and construction of the Clay County Project.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

[Remainder of Page Intentionally Left Blank]

	PASSED AND ADOPTED this _	day of	, 2022.
		CLAY COUNTY, FLORIDA	
(SEAL)		Chair Doord of County Comm	niccionora
ATTEST:		Chair, Board of County Commissioners	
Tara S. Gree	n		
	Clerk of Court and Comptroller		
Ex Officio C	lerk to the Board		

EXHIBIT A

PROJECT DESCRIPTIONS

Clay County Project Description

The Clay County Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at Baptist Clay Medical Campus, located at or about 1771 Baptist Clay Drive, Fleming Island, Florida 32003 and 1747 Baptist Clay Drive, Fleming Island, Florida 32203, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 300,000 square foot inpatient hospital facility with approximately 100 beds and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.

Other Project Description

The Other Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at:

- (a) Baptist Medical Center Jacksonville, located at or about 800 Prudential Drive, Jacksonville, Florida 32207, 836 Prudential Drive, Jacksonville, Florida 32207, 841 Prudential Drive, Jacksonville, Florida 32207, 1325 San Marco Boulevard, Jacksonville, Florida 32207, 1650 Prudential Drive, Jacksonville, Florida 32207, 1660 Prudential Drive, Jacksonville, Florida 32207 and 3451 Beach Boulevard, Jacksonville, Florida 32207, including without limitation (i) the acquisition, construction, planning, development, renovation, improvement and equipping of a new approximately sevenstory health care facility, including without limitation an approximately 75-bed Neonatal Intensive Care Unit and an approximately 26-bed Pediatric Intensive Care Unit, (ii) the acquisition, expansion, renovation, installation and equipping of labor and delivery facilities, laboratories, testing and procedure rooms, office space and common areas and (iii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;
- (b) Baptist Medical Center Beaches, located at or about 1350 13th Avenue South, Jacksonville Beach, Florida 32250, 1361 13th Avenue South, Jacksonville Beach, Florida 32250, 1370 13th Avenue South, Jacksonville Beach, Florida 32250, 1320 Roberts Drive, Jacksonville Beach, Florida 32250 and 1127 South 16th Avenue, Jacksonville Beach, Florida 32250, including without limitation (i) the acquisition, expansion, renovation, installation and equipping of laboratories, testing and procedure rooms, pharmacies, office space and common areas and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;
- (c) Baptist Medical Center South, located at or about 14550 Old St. Augustine Road, Jacksonville, Florida 32258, 14540 Old St. Augustine Road, Jacksonville, Florida 32258 and

14546 Old St. Augustine Road, Jacksonville, Florida 32258, including without limitation (i) the acquisition, construction, expansion, renovation, installation and equipping of facilities related to an inpatient bed expansion and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

- (d) Baptist Medical Campus at Nassau Crossing, located at or about 76375 Harper Chapel Road, Yulee, Florida 32097, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures; and
- (e) Baptist Medical Campus at St. Augustine, located at or about 475 Prime Outlets Boulevard, St. Augustine, Florida 32084, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.

EXHIBIT B

FORM OF INTERLOCAL AGREEMENT

[Attached]

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

McGuireWoods LLP 500 E. Pratt Street, Suite 1000 Baltimore, Maryland 21202 Attn: Clinton W. Randolph

INTERLOCAL AGREEMENT

Dated as of May 1, 2022

Between

CITY OF JACKSONVILLE, FLORIDA

and

CLAY COUNTY, FLORIDA

THERE ARE NO INTANGIBLE TAXES OR DOCUMENTARY STAMPS DUE ON THE BONDS DESCRIBED HEREIN, PURSUANT TO CHAPTER 159, PART II, FLORIDA STATUTES

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (this "Agreement") is dated as of May 1, 2022, and is entered into between the CITY OF JACKSONVILLE, an incorporated municipality of the State of Florida ("Jacksonville"), and CLAY COUNTY, a political subdivision of the State of Florida ("Clay County").

WITNESSETH:

WHEREAS, Jacksonville and Clay County each represents to the other that, pursuant to Chapter 159, Part II, Florida Statutes, as amended ("Chapter 159"), and other applicable provisions of law, it is authorized to issue bonds to finance the cost of the acquisition, construction, improvement and equipping of certain health care facilities; and

WHEREAS, Jacksonville and Clay County each represent to the other that it constitutes a "public agency" within the meaning of Section 163.01, Florida Statutes, as amended (the "Interlocal Act"), and is authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, Jacksonville represents to Clay County that Jacksonville has been advised that Southern Baptist Hospital of Florida, Inc. (d/b/a Baptist Medical Center Jacksonville, Baptist Medical Center South, Baptist Medical Center Clay and Wolfson Children's Hospital) (the "Borrower"), desires to finance, refinance and reimburse all or a portion of the cost of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain "health care facilities" constituting "projects," as such terms are used in Chapter 159, located or to be located in Clay County (collectively, the "Clay County Project") and finance, refinance and reimburse all or a portion of the cost of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of other "health care facilities" located or to be located outside Clay County (collectively, the "Other Project"), as described in Exhibit A hereto (the Clay County Project and the Other Project are hereinafter referred to collectively as the "Project"); and

WHEREAS, Jacksonville represents to Clay County that Jacksonville has been advised that the Borrower has requested that Jacksonville and Clay County enter into this Agreement to authorize Jacksonville to issue under Chapter 159 its Health Care Facilities Revenue Bonds (Baptist Health), Series 2022, in one or more series, taxable, tax-exempt or a combination thereof, from time to time, in an aggregate principal amount of not to exceed \$200,000,000 (the "Bonds"), to finance and refinance all or a portion of the Clay County Project and the Other Project, of which not to exceed \$100,000,000 will be issued for the purpose of providing funds to make one or more loans to the Borrower pursuant to one or more loan agreements between Jacksonville and the Borrower (individually and collectively, the "Financing Agreement") to finance, refinance or reimburse all or a portion of the costs of the Clay County Project, and that issuance of the Bonds by Jacksonville will result in a significant cost savings to the Borrower

over the issuance and sale of separate issues of bonds by Jacksonville, Clay County and the other local government bodies, if any, whose jurisdiction within which a portion of the Project is or will be located, in order to finance, refinance or reimburse a portion of the costs of the Project; and

WHEREAS, Jacksonville and Clay County have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, on April 19, 2022, the Industrial Development Revenue Bond Review Committee of the City of Jacksonville, Florida, on behalf of Jacksonville, preliminarily authorized and approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement; and

WHEREAS, on May 24, 2022, the City Council of Jacksonville authorized and approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement; and

WHEREAS, on May 24, 2022, the Board of County Commissioners of Clay County approved the issuance of the Bonds by Jacksonville and approved the execution and delivery of this Agreement; and

WHEREAS, the Interlocal Act authorizes Jacksonville and Clay County to enter into this Agreement, and the Interlocal Act and Chapter 159 confer upon Jacksonville authorization to issue the Bonds and to apply the proceeds thereof to the financing or refinancing of the Clay County Project through one or more loans of Bond proceeds to the Borrower; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by Jacksonville for such purposes and such agreement by the parties hereto is in the public interest; and

WHEREAS, pursuant to Section 6 hereof, the Borrower has agreed to indemnify Jacksonville and Clay County in connection with its execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. <u>Authorization to Issue the Bonds</u>. Jacksonville and Clay County do hereby agree that Jacksonville is hereby authorized to issue the Bonds in one or more series, taxable, tax-exempt or a combination thereof, from time to time, in an aggregate principal amount not exceeding \$200,000,000, of which not to exceed \$100,000,000 will be issued for the purpose of providing funds to make one or more loans from time to time to the Borrower to finance, refinance or reimburse all or a portion of the costs of the Clay County Project. Jacksonville is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in Clay County pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of Clay County which are necessary or convenient for the issuance of the Bonds and

the financing of the Clay County Project to the same extent as if Clay County were issuing its own obligations under Chapter 159 for such purposes without any further authorization from Clay County to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that Jacksonville be vested, to the maximum extent permitted by law, with all powers which Clay County might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower to finance the Clay County Project as though Clay County were issuing the Bonds as its own special limited obligations.

The approval given herein by Clay County shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Clay County Project, and Clay County shall not be construed by reason of the delivery of this Agreement to have made any such endorsement, finding or recommendation or to have waived any right of Clay County or to be estopped from asserting any rights or responsibilities it may have in such regard.

SECTION 2. Qualifying Project.

- A. Jacksonville hereby further represents, determines and agrees as follows:
 - 1. The Project constitutes a "project" as such term is used in Chapter 159.
- 2. The Borrower is financially responsible and fully capable and willing to fulfill its obligations under the Financing Agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Chapter 159 and such other responsibilities as may be imposed under the Financing Agreement.
- 3. Adequate provision will be made in the Financing Agreement for the operation, repair, and maintenance of the Clay County Project at the expense of the Borrower and for the payment of principal of and interest on the Bonds.
- 4. The Borrower has represented to Jacksonville that the Borrower expects to expend proceeds of the Bonds in an amount not exceeding \$100,000,000 to pay costs (including related financing costs) of the Clay County Project.
- 5. A public hearing was held on May 9, 2022, by Jacksonville, on behalf of Jacksonville and the City Council of Jacksonville, during which comments concerning the issuance of the Bonds by Jacksonville to finance or refinance the Project were requested and could be heard.
- B. Clay County hereby represents, determines and agrees as follows:

- 1. The Clay County Project is appropriate to the needs and circumstances of; provides or preserves gainful employment; and serves a public purpose by advancing the public health or the general welfare of the State of Florida and its people.
- 2. Clay County and other local agencies will be able to cope satisfactorily with the impact of the Clay County Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that are necessary for the operation, repair, and maintenance of the Clay County Project and on account of any increases in population or other circumstances resulting therefrom.
- 3. A public hearing was held by the Board of County Commissioners (the "Board") of Clay County at 5:00 p.m., local time, on May 24, 2022, in the Board of County Commissioners Meeting Room on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida 32043, at a meeting of the Board, during which comments concerning approval by the Board of the issuance of the Bonds by Jacksonville to finance the Clay County Project were requested and could be heard.
- 4. The Board approved the issuance of the Bonds by Jacksonville and the use of the proceeds thereof to finance and refinance the Clay County Project at a meeting on May 24, 2022.
- SECTION 3. No Pecuniary Liability of Jacksonville or Clay County; Limited Obligation of Jacksonville. Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon Jacksonville or Clay County hereunder, nor the Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of Jacksonville or Clay County. The Bonds when issued, and the interest thereon, shall be limited and special obligations of Jacksonville payable solely from certain nongovernmental revenues and other nongovernmental amounts pledged thereto by the terms thereof.
- SECTION 4. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Jacksonville or Clay County in his or her individual capacity and no member, officer, agent or employee of Jacksonville or Clay County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.
- SECTION 5. <u>Allocation of Responsibilities</u>. Jacksonville shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to a trust indenture related to the Bonds.

Neither Jacksonville nor Clay County shall be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by Jacksonville or Clay County or counsel to any of them. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Borrower.

SECTION 6. <u>Indemnity</u>. The Borrower, by its approval and acknowledgement at the end of this Agreement, agrees to indemnify and hold harmless Jacksonville and Clay County, their respective officers, employees, representatives and agents, from and against any and all losses, claims, damages, liabilities or expenses of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds.

SECTION 7. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Section 8 hereof, until such time as it is terminated by any party hereto upon 10 days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid (or any bonds issued to refund the Bonds remain outstanding or unpaid). Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing, refinancing or reimbursement of the costs of any facility which either party hereto may choose to finance.

SECTION 8. <u>Filing of Agreement</u>. It is agreed that this Agreement shall be filed by the Borrower or its authorized agent or representative with the Clerk of the Circuit Court of Duval County, Florida and with the Clerk of the Circuit Court of Clay County, Florida, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until so filed with the Borrower's executed approval and acknowledgment attached thereto.

SECTION 9. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO AND THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT.

SECTION 11. <u>Litigation</u>. In the event any legal proceedings are instituted between the parties hereto concerning this Agreement, the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorneys' fees, at both trial and appellate levels. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend Jacksonville's or Clay County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 12. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Florida.

SECTION 13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof, all as of the date first above written.

CITY OF JACKSONVILLE, FLORIDA

ATTEST:	By:Name:Title:
By: Name:	
Title:STATE OF FLORIDA COUNTY OF DUVAL	
The foregoing instrument was acknown presence or online notarization this	owledged before me by means of physical, 2022, by and
the	and _
are personally known to me. produced a current Florida driver's lice produced	
{Notary Seal must be affixed}	Signature of Notary
	Name of Notary (Typed, Printed or Stamped)
	Commission Number (if not legible on seal):
	My Commission Expires (if not legible on seal):

CLAY COUNTY, FLORIDA

	Ву:
ATTEST:	Wayne Bolla
	Chairman
By:	
Tara S. Green	
Clay County Clerk of Court and Comptroller	
Ex Officio Clerk to the Board	
STATE OF FLORIDA	
COUNTY OF CLAY	
The foregoing instrument was acknow	rledged before me by means of physica
presence or online notarization this	day or, 2022, by
the	and and
therespectively, of Clay County, Florida, on behalf	of the County. Such persons did not take an oath
and: (notary must check applicable box)	
are personally known to me.	
produced a current Florida driver's licens	e as identification.
produced	
{Notary Seal must be affixed}	Signature of Notary
	Signature of Notary
	Name of Notary (Typed, Printed or
	Stamped)
	Commission Number
	(if not legible on seal):
	My Commission Expires (if not legible on seal):
	(II not regione on sear).

APPROVAL AND ACKNOWLEDGMENT

Southern Baptist Hospital of Florida, Inc. (d/b/a Baptist Medical Center Jacksonville, Baptist Medical Center South, Baptist Medical Center Clay and Wolfson Children's Hospital) (the "Borrower"), hereby approves the foregoing Interlocal Agreement, certifies that the information contained therein regarding the Borrower is correct and acknowledges its acceptance of its obligations arising thereunder, including, without limitation, its obligations under Section 6 thereof, by causing this Approval and Acknowledgment to be executed by its proper officer as of the date of said Interlocal Agreement.

	SOUTHERN BAPTIST HOSPITAL OF FLORIDA, INC., a Florida not for profit corporation
	By: Its: Senior Vice President, Finance and Chief Treasury Officer
STATE OF FLORIDA COUNTY OF DUVAL	
presence or online notarization Finnegan, the Senior Vice Preside Hospital of Florida, Inc., on behale not take an oath and: (notary must is personally known to me produced a current Florida	
{Notary Seal must be affixed}	Signature of Notary
	Name of Notary (Typed, Printed or Stamped)
	Commission Number (if not legible on seal):
	My Commission Expires (if not legible on seal):

EXHIBIT A

PROJECT DESCRIPTIONS

Clay County Project Description

The Clay County Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at Baptist Clay Medical Campus, located at or about 1771 Baptist Clay Drive, Fleming Island, Florida 32003 and 1747 Baptist Clay Drive, Fleming Island, Florida 32203, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 300,000 square foot inpatient hospital facility with approximately 100 beds and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.

Other Project Description

The Other Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at:

- (a) Baptist Medical Center Jacksonville, located at or about 800 Prudential Drive, Jacksonville, Florida 32207, 836 Prudential Drive, Jacksonville, Florida 32207, 841 Prudential Drive, Jacksonville, Florida 32207, 1325 San Marco Boulevard, Jacksonville, Florida 32207, 1650 Prudential Drive, Jacksonville, Florida 32207, 1660 Prudential Drive, Jacksonville, Florida 32207 and 3451 Beach Boulevard, Jacksonville, Florida 32207, including without limitation (i) the acquisition, construction, planning, development, renovation, improvement and equipping of a new approximately sevenstory health care facility, including without limitation an approximately 75-bed Neonatal Intensive Care Unit and an approximately 26-bed Pediatric Intensive Care Unit, (ii) the acquisition, expansion, renovation, installation and equipping of labor and delivery facilities, laboratories, testing and procedure rooms, office space and common areas and (iii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;
- (b) Baptist Medical Center Beaches, located at or about 1350 13th Avenue South, Jacksonville Beach, Florida 32250, 1361 13th Avenue South, Jacksonville Beach, Florida 32250, 1370 13th Avenue South, Jacksonville Beach, Florida 32250, 1320 Roberts Drive, Jacksonville Beach, Florida 32250 and 1127 South 16th Avenue, Jacksonville Beach, Florida 32250, including without limitation (i) the acquisition, expansion, renovation, installation and equipping of laboratories, testing and procedure rooms, pharmacies, office space and common areas and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

- (c) Baptist Medical Center South, located at or about 14550 Old St. Augustine Road, Jacksonville, Florida 32258, 14540 Old St. Augustine Road, Jacksonville, Florida 32258 and 14546 Old St. Augustine Road, Jacksonville, Florida 32258, including without limitation (i) the acquisition, construction, expansion, renovation, installation and equipping of facilities related to an inpatient bed expansion and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;
- (d) Baptist Medical Campus at Nassau Crossing, located at or about 76375 Harper Chapel Road, Yulee, Florida 32097, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures; and
- (e) Baptist Medical Campus at St. Augustine, located at or about 475 Prime Outlets Boulevard, St. Augustine, Florida 32084, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.

EXHIBIT C

PUBLISHER'S AFFIDAVIT OF PROOF OF PUBLICATION OF PUBLIC HEARING

[Attached]

CLA

PUBLISHER AFFIDAVIT

PUBLISHER AFFIDAVIT **CLAY TODAY**

Published Weekly Fleming Island, Florida

STATE OF FLORIDA COUNTY OF CLAY:

Before the undersigned authority personal appeared Jon Cantrell, who on outh says that he is the published of the "Clay Today" a newspaper published weekly at Fleming Island in Clay County, Florida; that the attached copy of advertisement

Being a Notice of Public Hearing

In the matter of Internal Revenue code

LEGAL: 34603 Was published in said newspaper in the issues:

4/28/22

Affiant Further says that said "Clay Today" is a newspaper published at Fleming Island, in said Clay County, Florida, and that the said newspaper Has heretofore been continuously published in said Clay County, Florida, Weekly, and has been entered as Periodical material matter at the post Office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to me and subscribed before me 04/28/2022

Christip Low Wayse Christip May 100 Way



3513 US HWY 17 Fleming Island FL 32003 Telephone (904) 264-3200 FAX (904) 264-3285 E-Mail: christie@osteenmediagroup.com

NOTICE OF PUBLIC HEATEN

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ar Lattichen (h.m.) promp, Eff Glay District of County Commissioners Eff Glay District of County Commissioners Eff Glay

Legat 34603 Published April 28, 2022 in Clay County's Clay Today Newspaper

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

McGuireWoods LLP 500 E. Pratt Street, Suite 1000 Baltimore, Maryland 21202 Attn: Clinton W. Randolph

INTERLOCAL AGREEMENT

Dated as of May 1, 2022

Between

CITY OF JACKSONVILLE, FLORIDA

and

CLAY COUNTY, FLORIDA

THERE ARE NO INTANGIBLE TAXES OR DOCUMENTARY STAMPS DUE ON THE BONDS DESCRIBED HEREIN, PURSUANT TO CHAPTER 159, PART II, FLORIDA STATUTES

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (this "Agreement") is dated as of May 1, 2022, and is entered into between the CITY OF JACKSONVILLE, an incorporated municipality of the State of Florida ("Jacksonville"), and CLAY COUNTY, a political subdivision of the State of Florida ("Clay County").

WITNESSETH:

WHEREAS, Jacksonville and Clay County each represents to the other that, pursuant to Chapter 159, Part II, Florida Statutes, as amended ("Chapter 159"), and other applicable provisions of law, it is authorized to issue bonds to finance the cost of the acquisition, construction, improvement and equipping of certain health care facilities; and

WHEREAS, Jacksonville and Clay County each represent to the other that it constitutes a "public agency" within the meaning of Section 163.01, Florida Statutes, as amended (the "Interlocal Act"), and is authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

WHEREAS, Jacksonville represents to Clay County that Jacksonville has been advised that Southern Baptist Hospital of Florida, Inc. (d/b/a Baptist Medical Center Jacksonville, Baptist Medical Center South, Baptist Medical Center Clay and Wolfson Children's Hospital) (the "Borrower"), desires to finance, refinance and reimburse all or a portion of the cost of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain "health care facilities" constituting "projects," as such terms are used in Chapter 159, located or to be located in Clay County (collectively, the "Clay County Project") and finance, refinance and reimburse all or a portion of the cost of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of other "health care facilities" located or to be located outside Clay County (collectively, the "Other Project"), as described in Exhibit A hereto (the Clay County Project and the Other Project are hereinafter referred to collectively as the "Project"); and

WHEREAS, Jacksonville represents to Clay County that Jacksonville has been advised that the Borrower has requested that Jacksonville and Clay County enter into this Agreement to authorize Jacksonville to issue under Chapter 159 its Health Care Facilities Revenue Bonds (Baptist Health), Series 2022, in one or more series, taxable, tax-exempt or a combination thereof, from time to time, in an aggregate principal amount of not to exceed \$200,000,000 (the "Bonds"), to finance and refinance all or a portion of the Clay County Project and the Other Project, of which not to exceed \$100,000,000 will be issued for the purpose of providing funds to make one or more loans to the Borrower pursuant to one or more loan agreements between Jacksonville and the Borrower (individually and collectively, the "Financing Agreement") to finance, refinance or reimburse all or a portion of the costs of the Clay County Project, and that issuance of the Bonds by Jacksonville will result in a significant cost savings to the Borrower

over the issuance and sale of separate issues of bonds by Jacksonville, Clay County and the other local government bodies, if any, whose jurisdiction within which a portion of the Project is or will be located, in order to finance, refinance or reimburse a portion of the costs of the Project; and

WHEREAS, Jacksonville and Clay County have agreed to enter into this Agreement for the purposes stated above; and

WHEREAS, on April 19, 2022, the Industrial Development Revenue Bond Review Committee of the City of Jacksonville, Florida, on behalf of Jacksonville, preliminarily authorized and approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement; and

WHEREAS, on May 24, 2022, the City Council of Jacksonville authorized and approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement; and

WHEREAS, on May 24, 2022, the Board of County Commissioners of Clay County approved the issuance of the Bonds by Jacksonville and approved the execution and delivery of this Agreement; and

WHEREAS, the Interlocal Act authorizes Jacksonville and Clay County to enter into this Agreement, and the Interlocal Act and Chapter 159 confer upon Jacksonville authorization to issue the Bonds and to apply the proceeds thereof to the financing or refinancing of the Clay County Project through one or more loans of Bond proceeds to the Borrower; and

WHEREAS, the parties hereto desire to agree to the issuance of the Bonds by Jacksonville for such purposes and such agreement by the parties hereto is in the public interest; and

WHEREAS, pursuant to Section 6 hereof, the Borrower has agreed to indemnify Jacksonville and Clay County in connection with its execution of this Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Authorization to Issue the Bonds. Jacksonville and Clay County do hereby agree that Jacksonville is hereby authorized to issue the Bonds in one or more series, taxable, tax-exempt or a combination thereof, from time to time, in an aggregate principal amount not exceeding \$200,000,000, of which not to exceed \$100,000,000 will be issued for the purpose of providing funds to make one or more loans from time to time to the Borrower to finance, refinance or reimburse all or a portion of the costs of the Clay County Project. Jacksonville is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in Clay County pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of Clay County which are necessary or convenient for the issuance of the Bonds and

the financing of the Clay County Project to the same extent as if Clay County were issuing its own obligations under Chapter 159 for such purposes without any further authorization from Clay County to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that Jacksonville be vested, to the maximum extent permitted by law, with all powers which Clay County might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower to finance the Clay County Project as though Clay County were issuing the Bonds as its own special limited obligations.

The approval given herein by Clay County shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Clay County Project, and Clay County shall not be construed by reason of the delivery of this Agreement to have made any such endorsement, finding or recommendation or to have waived any right of Clay County or to be estopped from asserting any rights or responsibilities it may have in such regard.

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- A. Jacksonville hereby further represents, determines and agrees as follows:
 - 1. The Project constitutes a "project" as such term is used in Chapter 159.
- 2. The Borrower is financially responsible and fully capable and willing to fulfill its obligations under the Financing Agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Chapter 159 and such other responsibilities as may be imposed under the Financing Agreement.
- 3. Adequate provision will be made in the Financing Agreement for the operation, repair, and maintenance of the Clay County Project at the expense of the Borrower and for the payment of principal of and interest on the Bonds.
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- B. Clay County hereby represents, determines and agrees as follows:

- 1. The Clay County Project is appropriate to the needs and circumstances of; provides or preserves gainful employment; and serves a public purpose by advancing the public health or the general welfare of the State of Florida and its people.
- 2. Clay County and other local agencies will be able to cope satisfactorily with the impact of the Clay County Project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that are necessary for the operation, repair, and maintenance of the Clay County Project and on account of any increases in population or other circumstances resulting therefrom.
- 3. A public hearing was held by the Board of County Commissioners (the "Board") of Clay County at 5:00 p.m., local time, on May 24, 2022, in the Board of County Commissioners Meeting Room on the Fourth Floor of the Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida 32043, at a meeting of the Board, during which comments concerning approval by the Board of the issuance of the Bonds by Jacksonville to finance the Clay County Project were requested and could be heard.
- 4. The Board approved the issuance of the Bonds by Jacksonville and the use of the proceeds thereof to finance and refinance the Clay County Project at a meeting on May 24, 2022.
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- SECTION 5. <u>Allocation of Responsibilities</u>. Jacksonville shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to a trust indenture related to the Bonds.

Neither Jacksonville nor Clay County shall be liable for the costs of issuing the Bonds or the costs incurred by either of them in connection with the preparation, review, execution or approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by Jacksonville or Clay County or counsel to any of them. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Borrower.

SECTION 6. <u>Indemnity</u>. The Borrower, by its approval and acknowledgement at the end of this Agreement, agrees to indemnify and hold harmless Jacksonville and Clay County, their respective officers, employees, representatives and agents, from and against any and all losses, claims, damages, liabilities or expenses of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds.

SECTION 7. Term. This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Section 8 hereof, until such time as it is terminated by any party hereto upon 10 days written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid (or any bonds issued to refund the Bonds remain outstanding or unpaid). Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing, refinancing or reimbursement of the costs of any facility which either party hereto may choose to finance.

SECTION 8. Filing of Agreement. It is agreed that this Agreement shall be filed by the Borrower or its authorized agent or representative with the Clerk of the Circuit Court of Duval County, Florida and with the Clerk of the Circuit Court of Clay County, Florida, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until so filed with the Borrower's executed approval and acknowledgment attached thereto.

SECTION 9. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO AND THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT.

SECTION 11. <u>Litigation</u>. In the event any legal proceedings are instituted between the parties hereto concerning this Agreement, the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorneys' fees, at both trial and appellate levels. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend Jacksonville's or Clay County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 12. <u>Governing Law</u>. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Florida.

SECTION 13. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof, all as of the date first above written.

CITY OF JACKSONVILLE, FLORIDA

ATTEST:	By: Name: Title:
By: Name: Title:	
STATE OF FLORIDA COUNTY OF DUVAL	
presence or online notarization this	wledged before me by means of physica day of, 2022, by and
the	and and behalf of the City. Such persons did not take
are personally known to me. produced a current Florida driver's licer produced	
{Notary Seal must be affixed}	Signature of Notary
	Name of Notary (Typed, Printed or Stamped)
	Commission Number (if not legible on seal):
	My Commission Expires (if not legible on seal):

CLAY COUNTY, FLORIDA

	By:
ATTEST:	Wayne Bolla Chairman
By: Tara S. Green	
Clay County Clerk of Court and Comptroller Ex Officio Clerk to the Board	
STATE OF FLORIDA COUNTY OF CLAY	
The foregoing instrument was acknowled presence or online notarization this the respectively, of Clay County, Florida, on behalf of	edged before me by means of physical day of, 2022, by
the	and ,
respectively, of Clay County, Florida, on behalf of and: (notary must check applicable box) are personally known to me. produced a current Florida driver's license produced	as identification.
{Notary Seal must be affixed}	Signature of Notary
	Name of Notary (Typed, Printed or
	Stamped)
	Commission Number (if not legible on seal):
	My Commission Expires (if not legible on seal):

APPROVAL AND ACKNOWLEDGMENT

Southern Baptist Hospital of Florida, Inc. (d/b/a Baptist Medical Center Jacksonville, Baptist Medical Center South, Baptist Medical Center Clay and Wolfson Children's Hospital) (the "Borrower"), hereby approves the foregoing Interlocal Agreement, certifies that the information contained therein regarding the Borrower is correct and acknowledges its acceptance of its obligations arising thereunder, including, without limitation, its obligations under Section 6 thereof, by causing this Approval and Acknowledgment to be executed by its proper officer as of the date of said Interlocal Agreement.

	SOUTHERN BAPTIST HOSPITAL OF FLORIDA, INC., a Florida not for profit corporation
	By: Its: Senior Vice President, Finance and Chief Treasury Officer
STATE OF FLORIDA COUNTY OF DUVAL	
presence or online notarization Finnegan, the Senior Vice Preside	was acknowledged before me by means of physical n this day of, 2022, by Scott ent, Finance and Chief Treasury Officer of Southern Baptist f of Southern Baptist Hospital of Florida, Inc. Such person did check applicable box)
is personally known to me. produced a current Florida of produced	driver's license as identification as identification.
{Notary Seal must be affixed}	Signature of Notary
	Name of Notary (Typed, Printed or Stamped)
	Commission Number (if not legible on seal):
	My Commission Expires (if not legible on seal):

EXHIBIT A

PROJECT DESCRIPTIONS

Clay County Project Description

The Clay County Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at Baptist Clay Medical Campus, located at or about 1771 Baptist Clay Drive, Fleming Island, Florida 32003 and 1747 Baptist Clay Drive, Fleming Island, Florida 32203, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 300,000 square foot inpatient hospital facility with approximately 100 beds and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.

Other Project Description

The Other Project consists of financing, reimbursing or refinancing all or a portion of the costs of the acquisition, planning, development, construction, renovation, improvement, equipping and installation of certain facilities, and other capital improvements and upgrades, at:

- (a) Baptist Medical Center Jacksonville, located at or about 800 Prudential Drive, Jacksonville, Florida 32207, 836 Prudential Drive, Jacksonville, Florida 32207, 841 Prudential Drive, Jacksonville, Florida 32207, 1325 San Marco Boulevard, Jacksonville, Florida 32207, 1650 Prudential Drive, Jacksonville, Florida 32207, 1660 Prudential Drive, Jacksonville, Florida 32207 and 3451 Beach Boulevard, Jacksonville, Florida 32207, including without limitation (i) the acquisition, construction, planning, development, renovation, improvement and equipping of a new approximately sevenstory health care facility, including without limitation an approximately 75-bed Neonatal Intensive Care Unit and an approximately 26-bed Pediatric Intensive Care Unit, (ii) the acquisition, expansion, renovation, installation and equipping of labor and delivery facilities, laboratories, testing and procedure rooms, office space and common areas and (iii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;
- (b) Baptist Medical Center Beaches, located at or about 1350 13th Avenue South, Jacksonville Beach, Florida 32250, 1361 13th Avenue South, Jacksonville Beach, Florida 32250, 1370 13th Avenue South, Jacksonville Beach, Florida 32250, 1320 Roberts Drive, Jacksonville Beach, Florida 32250 and 1127 South 16th Avenue, Jacksonville Beach, Florida 32250, including without limitation (i) the acquisition, expansion, renovation, installation and equipping of laboratories, testing and procedure rooms, pharmacies, office space and common areas and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;

- (c) Baptist Medical Center South, located at or about 14550 Old St. Augustine Road, Jacksonville, Florida 32258, 14540 Old St. Augustine Road, Jacksonville, Florida 32258 and 14546 Old St. Augustine Road, Jacksonville, Florida 32258, including without limitation (i) the acquisition, construction, expansion, renovation, installation and equipping of facilities related to an inpatient bed expansion and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures;
- (d) Baptist Medical Campus at Nassau Crossing, located at or about 76375 Harper Chapel Road, Yulee, Florida 32097, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures; and
- (e) Baptist Medical Campus at St. Augustine, located at or about 475 Prime Outlets Boulevard, St. Augustine, Florida 32084, including without limitation (i) the acquisition, construction, planning, development, improvement and equipping of a new approximately 25,000 square foot outpatient free standing emergency room facility and other diagnostic and ambulatory services and (ii) other necessary and useful acquisitions, improvements, renovations, equipment purchases and other capital expenditures.



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

TO: Board of County Commissioners	DATE:
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FROM: Mike Brown, Zoning Chief

SUBJECT: This application is to rezone a 2.07 acre parcel on Henley Road from PS-1 to LA RF. The parcel is located within the LAMPA. The purpose of the rezoning is to allow for the development of a single family residence by the owner.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

In 2015, the parcel was rezoned from AR-1 to PS-1 (Ordinance 2015-32). The parcel has frontages on both Henley Rd. and Simmons Tr. Sec. 3-33B.A.1. of the LDC requires the County to rezone undeveloped properties to the base zoning district for each land use. The subject parcel is located in Lake Asbury Rural Fringe land use. The base zoning for the LA RF land use is LA RF.

The PS-1 zoning district allows for Churches, Synagogues and Temples; together with educational and recreational facilities owned, maintained and operated by any such Church, Synagogue or Temple and accessory thereto; together with rectories, convents and parsonages... A rectory or parsonage is a residence for a member of the clergy.

Is Funding Required (Yes/No):

If Yes, Was the item budgeted (Yes\No\N/A):

No No

N/A

Sole Source (Yes\No):

Advanced Payment

No (Yes\No):

No

Planning Requirements:
Public Hearing Required (Yes\No):

Yes

Hearing Type: Second Public Hearing

Initiated By: Applicant

Rezoning of property by owner requires public hearing with Planning Commission and Final hearing for adoption by the Board of County Commissioners.

ATTACHMENTS:

Description	Туре	Upload Date	File Name
-------------	------	----------------	-----------

Staff Report Z-Backup Material 5/16/2022 Staff_Report-REZ-22-04_FinalADA.pdf

Ordinance Z 22- Ordinance 5/16/2022 Z-22-04_Ordinance_DraftADA.pdf

Development

Agreement_Type Agreement/Contract 5/16/2022 Development_Agreement_Type_III_BeasleyADA.pdf

Application Backup Material 5/16/2022 ApplicationADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Lehman, Ed	Approved	5/17/2022 - 9:25 AM	AnswerNotes
Economic and Development Services	Stewart, Chereese	Approved	5/17/2022 - 2:10 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/17/2022 - 5:36 PM	AnswerNotes

Rezoning Application Z-22-04

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Copies of the application are available at the Clay County

Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043

Staff Report

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Owner: Barry Beasley & Hae Chauncey

Address: 3376 Penny Lane **Phone:** (904) 654-5002 Middleburg, FL. 32068

Email: blackpearlplumbing.inc@gmail.com

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Property Information

Current Zoning:

21-05-25-009607-001-00 Parcel ID:

Address: Henley Rd. Vacant PS-1 (Private Services) Land Use: Lake Asbury Rural Fringe

Zoning Proposed: LA RF (Lake Asbury Rural Fringe) **Acres: 2.07**

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Commission District: 5 (Commissioner Burke)

Planning District: Penney

Farms/Asbury

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Background

The application is to rezone a single parcel totaling 2.07 acres from PS-1 to LA RF. The parcel is located within the LAMPA. The purpose of the rezoning is to allow for the development of a single family residence by the owner. In 2015, the parcel was rezoned from AR-1 to PS-1 (Ordinance 2015-32). The parcel has frontages on both Henley Rd. and Simmons Tr. 33B.A.1. of the LDC requires the County to rezone undeveloped properties to the base zoning district for each land use. The subject parcel is located in Lake Asbury Rural Fringe land use. The base zoning for the LA RF land use is LA RF.

The PS-1 zoning district allows for Churches, Synagogues and Temples; together with educational

and recreational facilities owned, maintained and operated by any such Church, Synagogue or

Temple and accessory thereto; together with rectories, convents and parsonages... A rectory or

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Surrounding Zonings and Land Use

parsonage is a residence for a member of the clergy.

	ZONING	FUTURE LAND USE
North	AR-1 (Country Estates)	Lake Asbury Rural Fringe (RF)
East	PUD	Commercial (COM)
West	AR-1 (Country Estates)	Lake Asbury Rural Fringe (RF)
South	BA (Neighborhood Business)	Commercial (COM)

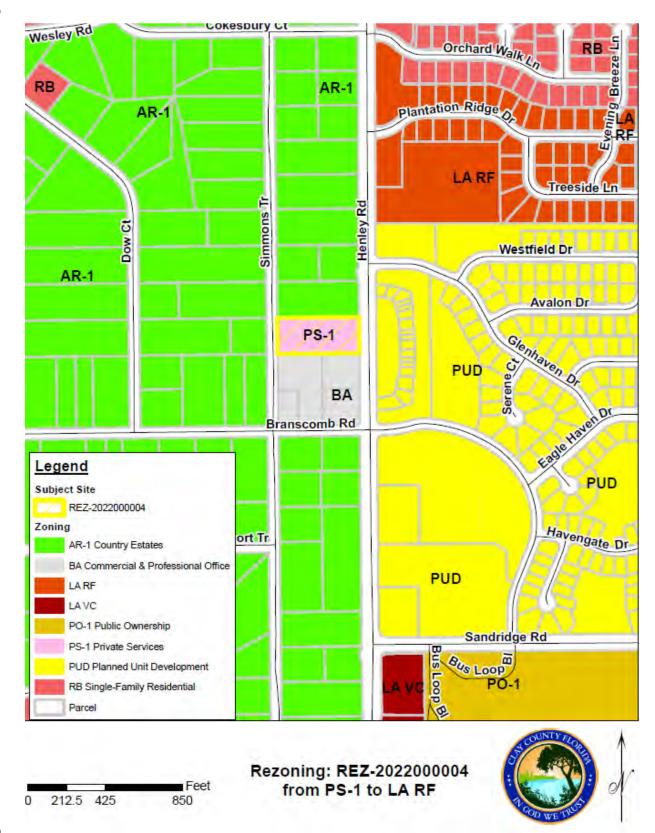
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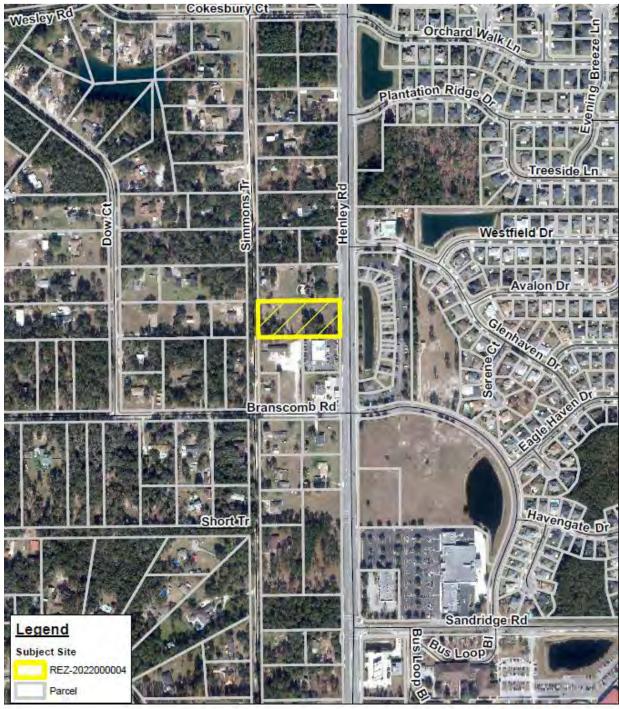
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Existing Zoning



42 **Aerial of Site** 43



Feet 0 212.5 425 850

Rezoning: REZ-2022000004 from PS-1 to LA RF



Proposed LA RF Zoning District

Sec. 3-33 B.B.4. <u>Lake Asbury Rural Fringe (LA RF) Land Use</u>

The Base Zoning is LA RF, permitting single family, detached single family detached homes as a permitted use. All development must submit site plans for review to ensure conformance with design standards, and shall be bound by such site plans. Other Zoning Districts permitted in the LA RF Land Use (consistent Zoning Districts) are PO-1, PO-2, PO-3, PO-4, PS-1, PS-2, PS-3, PS-4, and PS-5.

Densities shall be a maximum of 3 dwelling units per net acre and a minimum of one dwelling unit per net acre. All development is subject to the Lake Asbury Overlay Standards.

a. Permitted uses:

i. Single-family detached dwellings and customary accessory buildings incidental thereto, meeting the standards of this code.

ii. Accessory apartments, meeting the standards of this code.

 iii. Satellite dish receivers to serve the development in which located.iv. On-premises consumption of alcoholic beverages within recreation- and

 clubhouse-type facilities developed as part of a unified plan of development and only for use by the residents and their guests and licensed under Chapter 11-C of the Florida Division of Alcoholic Beverage and Tobacco.

v. Neighborhood parks.

 vi. Places of worship, allowed on minor and major collectors. Forty thousand square foot limitation and additional 10,000 square foot allowed for classrooms, meeting space, and other ancillary uses on minor collectors; no size limitations on major collectors.

vii. Washing facilities for use by residents.

 viii. Storage of travel trailers, recreational vehicles and boats for residents of a subdivision, within that subdivision, provided such units are stored in a separate area that is landscaped, visually screened, and maintained. Storage of these units shall not be permitted on individual lots.

ix. Public and private educational facilities.

 x. The non-commercial keeping and raising of horses, cattle, sheep, goats, swine and other similar animals; provided, however, that no more than one horse, cattle, sheep, swine, goat or other large farm animal six months of age or older shall be permitted to be kept or maintained per two acres of land. No animal pen, stall, stable, or other similar animal enclosure shall be located nearer than fifty feet to the property.

xi. Agricultural classification for ad valorem tax purposes.xii. Public and/or Private Utility Sites.

b. <u>Conditional Uses</u>. The following uses are permitted subject to the conditions specified in Sec. 20.3-5 of the Zoning Code.

i. Home occupations.

ii. Swimming pools.

iii. Private ponds.

93 iv. Temporary structures or buildings (excluding mobile homes). 94 95 Uses or Activities Permitted By Right as Accessory. The use of land or activities c. upon such land, which are secondary or incidental to the primary use as set forth 96 97 herein, shall be as follows: 98 The keeping of domesticated cats and dogs with a limit of six total per 99 household over six months in age. 100 Garage sales will be allowed up to a maximum of two (2) garage sales within ii. 101 any calendar year. The duration of each garage sale shall be a maximum of 102 seventy-two (72) hours and may be conducted only within daylight hours. No 103 sign advertising a garage sale may be placed on any public right-of-way. 104 105 d. Prohibited Uses or Activities. 106 Any use or activity not permitted in (a), (b), or (c) above. 107 108 e. Dimensional Standards. 109 Minimum Density: 1 unit per net acre. Maximum Density: 3 units per net acre; 110 ii. Minimum Lot Size: 6,000 square feet; 3,500 with rear alleys. 111 iii. 112 Minimum Lot Width at Building Line: 50 feet; 40 with rear alley easement. iv. 113 Minimum Front Setback: 10 feet for front porches; 15 for front façade v. 114 vi. Minimum Side Setback: 5 feet. Minimum Rear Setback: 10 feet; 14 with rear alleys. 115 vii. 116 viii. Maximum Percent of Lot Coverage: 50 percent (total for all primary and 117 accessory buildings).

Staff Assessment and Recommendation

The applicant is requesting a change in zoning from PS-1 to LA RF for 2.07 acres. The LA RF zoning district is consistent with the future land use designation of LA RF. The County adopted Ordinance 2021-48 in November 2021. This Ordinance placed a temporary moratorium on any propose land use change or zoning change which would increase the allowable residential density of any parcel of land within the LAMPA.

Staff has reviewed the application and determined that the request is compatible with the surrounding area. Staff recommends approval of application Z-22-04 along with the execution of an Agreement which limits the development of the subject parcel to 1 (one) single family dwelling unit.

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ORDINANCE NO. 2022-

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY FLORIDA, PURSUANT TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED PURSUANT TO ORDINANCE 93-16, AS AMENDED, PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY (TAX PARCEL IDENTIFICATION NUMBER 21-05-25-009607-001-00) FROM ITS PRESENT ZONING CLASSIFICATION OF PS-1 (PRIVATE SERVICES DISTRICT) TO LA RF (LAKE ASBURY RURAL FRINGE DISTRICT); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Clay County:

<u>SECTION 1.</u> Application Z-22-04, submitted by Barry L. Beasley and Hae Chauncey, seeks to rezone certain real property (tax parcel identification number 21-05-25-009607-001-00) (the Property) described as follows:

See attached Exhibit A

<u>SECTION 2.</u> The Board of County Commissioners approves the rezoning request. The present zoning classification of the Property, PS-1 (Private Services District), is changed to LA RF (Lake Asbury Rural Fringe District).

<u>SECTION 3.</u> Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

<u>SECTION 4.</u> The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this ____ day of May, 2022.

	BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA
ATTEST:	BY: Wayne Bolla, Its Chairman
By:	

Clay County Clerk of Court and Comptroller Ex Officio Clerk to the Board Lot 9, Block 2, LAKE ASBURY UNIT 7, according to the plat thereof as recorded in Plat Book 7, Pages 60 and 61, of the Public records of Clay County, Florida.

Less and Except the following

Commencing from the northeast corner of Lot 1, Block 2, LAKE ASBURY UNIT 7, said corner being at the intersection of the westerly Right-of-Way of Henley Road (CR 739) and the southerly Right-of-Way of Cokesbury Court; Thence along the westerly Right-of-Way of Henley Road (CR 739), S 00 Degrees 28' 46" E a distance of 742.72 feet to a point; Thence S 00 Degrees 28' 40" E a distance of 807.15 feet to the northeast corner of Lot 9; the point of Beginning. Thence from the Point of Beginning along the Westerly Right-of-way of Henley Road (CR 739), S 00 Degrees 28' 40" E a distance of 199.98 feet to the southeast corner of Lot 9; Thence along the southerly line of Lot 9, S 89 Degrees 21' 53" W a distance of 14.00 feet to a point; Thence leaving said southerly line with a new line N 00 Degrees 28' 40" W a distance of 199.98 feet to a point in the northerly line of Lot 9; Thence along said northerly line N 89 Degrees 21' 53" E a distance of 14.00 feet to the Point of Beginning.

Prepared by & Return to After Recording: Clay County Attorney P.O. Box 0.33 Green Cove Springs, FL 32043 904.284.6300

Parcel ID: 21-05-25-009607-001-00

TYPE III DEVELOPMENT AGREEMENT BETWEEN BARRY L. BEASLEY AND HAE S. CHAUNCEY AND CLAY COUNTY, FLORIDA

THIS DEVELOPM	ENT AGREEMEN	NT (this	"Agreemer	nt") is ma	ide and enter	ed into	this
day of		by and	l between	CLAY	COUNTY,	a polit	tical
subdivision of the State of	Florida (the "Cou	nty" or '	'Clay Cour	ity") and	BARRY L.	BEASI	LEY
and HAE S. CHAUNCEY	(the "Owners").						

RECITALS

WHEREAS, the County enacted Ordinance 1995-44 which established procedures by which Development Agreements could be considered and approved by the County pursuant to Sections 163.3220 through 163.3243, Florida Statutes, which Ordinance was designated as Article X of the Clay County Land Development Code, also known as "Development Agreement Procedures and Regulations"); and,

WHEREAS, the County adopted Ordinance 2018-09 which amended Ordinance 1995-44, to create Type III Development Agreements for the purpose of, among other things, providing for the implementation and monitoring of land use controls by mutual agreement of the County and an applicant; and,

WHEREAS, Parcel number 21-05-25-009607-001-00 (the "Property") is a 2.07-acre parcel with frontages on both Henley Road and Simmons Trail contained within the Lake Asbury Master Plan Area (LAMPA) that is currently zoned Private Services-1 ("PS-1"); and,

WHEREAS, Owners desire to rezone the Property to Lake Asbury Rural Fringe ("LA RF") in order to build a single-family home on the property and to that end have submitted application Z2022-04; and,

WHEREAS, The LA RF zoning district permits single family residential housing at a density of one to three units per acre; and,

WHEREAS, the County adopted Ordinance 2021-48 in November 2021 which placed a temporary moratorium on any proposed land use or zoning change within the LAMPA which would increase the allowable residential density, and,

WHEREAS, the Owners' request to rezone the property to LA RF from PS-1 to build a single-family home would additionally provide for an increase to the property's permitted residential density to upwards of 6 units which, if utilized, would violate the temporary moratorium set forth in Ordinance 2021-48; and,

WHEREAS, this Development Agreement sets forth the Agreement of the parties to provide for land use controls for the Property.

NOW THEREFORE, in consideration of the mutual covenants set forth herein the receipt and sufficiency of which are hereby acknowledged, Owners and the County hereby agree as follows:

- (1) <u>Legal Description</u>. The Property is identified as Parcel ID 21-05-25-009607-001-00 and more particularly described in Exhibit A attached hereto. The Property is located within the LAMPA and is owned by Barry L. Beasley and Hae S. Chauncey, 3376 Penny Lane, Middleburg, FL 32068.
- (2) <u>Duration</u>. This Agreement shall be effective as of the date it is recorded and shall remain in effect for 20 years.
- (3) <u>Proposed Uses.</u> Construct a single-family home consistent with the LAMPA Rural Fringe land use and zoning.
- (4) <u>Future Land Use Map Designation</u>. The land use designation is LAMPA Rural Fringe.
 - (5) **Dedication of Land for Public Purposes.** None.
- (6) <u>Plan of Development</u>. If Owners' rezoning application is approved, Owners are authorized to build one single-family home and an accessory building on the Property. Any additional development of the Property shall require permission of the Clay County Board of County Commissioners.
 - (7) <u>Consistency of Plan</u>. Owners' proposed plan is consistent with the applicable

LAMPA Rural Fringe land use and zoning requirements.

- (8) <u>Additional Development</u>. Approval for any additional development beyond the one single-family home and accessory building shall be requested: a) by way of a re-zoning application that is presented to the Planning Commission and the Board of County Commissioners after proper notice; or b) by amendment to or cancellation of this Agreement by the Clay County Board of County Commissioners as set forth in paragraph 14 below.
- (9) <u>Statement of Voluntary Action</u>. This Development Agreement is voluntarily entered into in consideration of the benefits inuring to and the rights of the parties arising hereunder.
- (10) <u>Statement of Compliance</u>. Owners shall comply with the applicable Land Development Code and laws in place at the time of the approval of this Agreement.
 - (11) Annual Report. There is no Annual Report requirement for this Agreement.
- (12) <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to all designated successors in interest of the Owners. With notice to Clay County, the Owners may transfer all or part of the obligations or responsibilities of this Agreement, and upon said notice, Owners shall cease to be responsible for the obligations or responsibilities identified in the notice.
- (13) Other Permits. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owners of the necessity of compliance with land development regulations or law governing such permitting requirements, conditions, terms, or restrictions in place at the time of the approval of this Agreement.
- (14) <u>Amendment/Cancellation</u>. This Agreement may be amended or cancelled by mutual agreement of the parties or pursuant to Article X, Section 10-4(6) and (7) of the Clay County Land Development Code.
- (15) **Enforcement.** If Owners fail to perform any obligation under this Agreement, the County may, in addition to the initiation of legal proceedings, cancel or amend this Agreement.
- (16) <u>Representations and Warranties.</u> Owners represent that they have the authority to enter into and perform under this Agreement and that this Agreement constitutes the valid, binding, and enforceable obligation of the Owners.
 - (17) Entire Agreement. This Agreement incorporates and includes all prior

negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this document.

(18) <u>Notices.</u> All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (i) personal delivery; (ii) deposit within the United States Postal Service, postage prepaid, to the addresses stated below; or (iii) by deposit with an overnight express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery. Notice deposited in the USPS in the manner described above shall be deemed effective five business days after deposit with USPS. Notice by overnight express delivery service shall be deemed effective 24 hours after deposit with the express delivery service.

For purposes of Notice, the following addresses shall be used for the parties:

(a) Clay County:

Clay County Planning and Zoning Division Post Office Box 367 Green Cove Springs, FL 32043

With copy to:

Office of the County Attorney Post Office Box 1366 Green Cove Springs, FL 32043

(b) Owners:

Barry L. Beasley and Hae S. Chauncey 3376 Penny Lane Middleburg, FL 32068

(19) <u>Jurisdiction and Governing Law.</u> Venue for any action brought to enforce or interpret the terms of this Agreement shall be brought in Clay County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.

- (20) <u>Severability</u>. If any portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent, and such holding shall not affect the validity of the remaining portions.
- (21) **Exhibits.** Exhibits to this Agreement consist of the following, all of which are incorporated into and form a part of this Agreement: Exhibit A.
- (22) <u>Hold Harmless</u>. Owners agree to relieve, indemnify, and defend Clay County and hold it harmless from any and all injury to the persons or property of others, and against all suits and costs and all damages, including reasonable attorneys' fees, to which Clay County or any of its employees, officers, agents, or servants may be put by reason of or resulting from any action whatsoever taken under this Agreement.
- (23) **Recording**. This Agreement shall be recorded in the public records of Clay County, Florida, at Owners' expense following its execution by the Parties.
- (24) <u>Effective Date</u>. This Agreement is effective as of the date it is recorded in the public records of Clay County, Florida.

IN WITNESS WHEREOF, this Agreement is executed the day and year above written.

Clay County, Florida

Howard Wanamaker
County Manager
Chereese Stewart, Director
Department of Economic and Development Services

Owners

	Barry L. Beasley
STATE OF FLORIDA COUNTY OF	
() online notarization,	s acknowledged before me by means of () physical presence or this, day of, 20, by, who is () personally known to me or who () produced as identification.
Notary Public Signature Printed Name:	My Commission Expires:(SEAL)
() Online Notary (Check in	f acknowledgment done by Online Notarization)
	Hae S. Chauncey
STATE OF FLORIDA COUNTY OF	
	s acknowledged before me by means of () physical presence or this day of, 20, by, who is () personally known to me or who () produced as identification.
Notary Public Signature Printed Name:	My Commission Expires:(SEAL)
	f acknowledgment done by Online Notarization)

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

Parcel ID Number: 210525-009607-001-00

Lot 9, Block 2, LAKE ASBURY UNIT 7, according to the plat thereof as recorded in Plat Book 7, Pages 60 and 61, of the Public records of Clay County, Florida.

Less and Except the following

Commencing from the northeast corner of Lot 1, Block 2, LAKE ASBURY UNIT 7, said corner being at the intersection of the westerly Right-of-Way of Henley Road (CR 739) and the southerly Right-of-Way of Cokesbury Court; Thence along the westerly Right-of-Way of Henley Road (CR 739), S 00 Degrees 28' 46" E a distance of 742.72 feet to a point; Thence S 00 Degrees 28' 40" E a distance of 807.15 feet to the northeast corner of Lot 9; the point of Beginning. Thence from the Point of Beginning along the Westerly Right-of-way of Henley Road (CR 739), S 00 Degrees 28' 40" E a distance of 199.98 feet to the southeast corner of Lot 9; Thence along the southerly line of Lot 9, S 89 Degrees 21' 53" W a distance of 14.00 feet to a point; Thence leaving said southerly line with a new line N 00 Degrees 28' 40" W a distance of 199.98 feet to a point in the northerly line of Lot 9; Thence along said northerly line N 89 Degrees 21' 53" E a distance of 14.00 feet to the Point of Beginning.



Department of Economic and Development Services Planning & Zoning Division

P.O. Box 1366, Green Cove Springs, FL 32043 Phone: (904) 284-6300 www.claycountygov.com



IMS #: Rez - 20 22 00000 Date R	ec: 3/3/22 R	eceived By: Laura Hanso
	ONING APPLICATION	
Owner's Name: Barry L Beasley - H Owner's Address: 3376 Penny Lane		If the property is under more than one ownership please use multiple sheets.
City: Middleburg,	State: FL	Zip Code: 32067
Phone: 904-654-5002	Email: blackpear Plumbin	g. Inc@gmail. com
	el & Rezoning Information	9
Parcel Identification Number: 21-05-	25-009607-001-00	
Address: pending	2 100 / 1	
City: Green Cove Springs	State: F	Zip Code: 32043
Number of Acres being Rezoned: 2.07	Current Zoning:	Current Land Use:
Proposed Zoning: AR-1	I am seeking a: Permitt	ed Use Conditional Use
		Legal Description Attachment A-3
	Notices	
The required SIGN(S) must be POSTED on of the first required public hearing. The sign Commissioners and must be removed within required public notice stating the nature of tapproved newspaper AT LEAST 7 DAYS IN paid by the applicant directly to the newspaper the Planning and Zoning Division, prior to the	n(s) may be removed only after firnten (10) days of such action. The proposed request which is request ADVANCE OF THE PUBLIC For and the applicant must furnis	nal action of the Board of County ne applicant must also pay for the juired to be published in an HEARING. Advertising costs are
Hearings are held in the County Commission Building 477 Houston Street Green Cove Spr		

are members of the public who wish to testify regarding your petition, they are normally allowed three (3) minutes.

If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at your rezoning hearing, you will need a record of the proceedings at your expense, and for such purpose you should ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The Florida Times Union will be publishing your rezoning legal notices. You must pre-pay your legal advertisement fees. An affidavit must be paid before receiving proof of publication. Should a petition be withdrawn, legal advertising already published will not be refunded.

Application Certification

I, hereby certify that I am the Owner or the authorized agent of the Owner(s) of the property described herein, that all answers to the questions in this application and all information contained in the material attached to and made a part of this application, are accurate and true to the best of my knowledge and belief. I also attest by my signature that all required information for this rezoning application is completed and duly attached in the prescribed order. Furthermore, if the package is found to be lacking the above requirements, I understand that the application will be returned for correct information. I hereby acknowledge that the zoning requested is my choice and have reviewed and agreed to all conditions listed in this application and the requirements in Article(s) I, III, and XII of the Clay County Code.

Owner's Signature: Lae Champy Date: 3/2/22 Printed Name: HAE Chauncey

The rest of this space is intentionally left blank

4911 1529

CFN # 2021059399, OR BK: 4511 PG: 1529, Pages 1/3, Recorded 9/22/2021 4:22 PM, Doc: D TARA S. GREEN Clerk of Court and Comptroller, Clay County, FL Rec: \$27.00 Doc D: \$1,050.00 Deputy Clerk WESTA

Prepared by Alexandra B. Griffin, Esq. Head, Moss. Fulton & Griffin, P.A. 1530 Business Center Drive, Suite 4 Fleming Island, Florida 32003 File Number: CHAUNCEY/THOMA

WARRANTY DEED

THIS INDENTURE, made this 20th day of September, 2021, by Johnny E. Thomas, an unmarried man, whose address is 2794 Henley Road, Green Cove Springs, FL 32043, hereinafter called the Grantor, to Barry L. Beasley and Hae S. Chauncey, whose address is 3376 Penny Lane, Middleburg, FL 32068, hereinafter called the Grantee,

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, Grantee's heirs and assigns forever, the following described land, situate lying and being in Clay County, Florida, to wit:

Lot 9, Block 2, LAKE ASBURY UNIT 7, according to the plat thereof as recorded in Plat Book 7, Pages 60 and 61, of the Public records of Clay County, Florida.

Less and Except the following

Commencing from the northeast corner of Lot 1, Block 2, LAKE ASBURY UNIT 7, said corner being at the intersection of the westerly Right-of-Way of Henley Road (CR 739) and the southerly Right-of-Way of Cokesbury Court; Thence along the westerly Right-of-Way of Henley Road (CR 739), S 00 Degrees 28' 46" E a distance of 742.72 feet to a point; Thence S 00 Degrees 28' 40" E a distance of 807.15 feet to the northeast corner of Lot 9; the point of Beginning. Thence from the Point of Beginning along the Westerly Right-of-way of Henley Road (CR 739), S 00 Degrees 28' 40" E a distance of 199.98 feet to the southeast corner of Lot 9; Thence along the southerly line of Lot 9, S 89 Degrees 21' 53" W a distance of 14.00 feet to a point; Thence leaving said southerly line with a new line N 00 Degrees 28' 40" W a distance of 199.98 feet to a point in the northerly line of Lot 9; Thence along said northerly line N 89 Degrees 21' 53" E a distance of 14.00 feet to the Point of Beginning.

Prepared by: Alexandra B. Griffin, Esq. Head, Moss, Fulton & Griffin, P.A. 1530 Business Center Drive, Suite 4 Fleming Island, Florida 32003 File Number: CHAUNCEY/FHOMA

Parcel ID Number: 210525-009607-001-00

Subject to Covenants, Restrictions and Easements of Record. Subject also to taxes for 2021 and subsequent years.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Signatures of Grantors on Following Page

Prepared by: Alexandra B. Griffin, Esq. Head, Moss, Fulton & Griffin, P.A. 1530 Business Center Drive, Suite 4 Fleming Island, Florida 32003 File Number: CHAUNCEY/THOMA

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of two witnesses:

Witness No. 1

Witness Sign Name

Witness Print Name

ov F. Thomas (Sea

Witness No. 2

Witness Sign Name Witness Print Name

Jennifer Lewis

State of Florida County of Clay

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of [] physical presence or [] online notarization on this 20th day of September, 2021, by Johnny E. Thomas, an unmarried man, () who is/are personally known to me or () who has produced as identification.

(Affix Notary Stamp)

JENNIFER BROPHY
Commission # HH 098588
Expires February 23, 2025
Bended Thru Troy Fain Insurance 800-385-7019

Notary Sign Name

Notary Print Name: Wer Notary Public, State of Florida

Notary Commission Expires:

Notary Commission Number:

MAP SHOWING BOUNDARY SURVEY OF Lot 9, Block 2, LAKE ASBURY UNIT 7, according to the plat thereof as recorded in Plat Book 7, Pages 60 and 61, of the Public records Henley Road of Clay County, Florida State Road No. S-739 Less and Except the following (See Sheet 2 of 2 for Legal Description and Title Comments) (A Variable Width R/W per Deed) \$ 00"55"35" E (P) 200,00" (P) \$ 00"28"40" E (D) 199,98" (D) \$ 00° 78'46" E(D) 742.77'(D) S 00"56'51" E (FM) 200.07" (FM) -Point of Commencement NE Corner Lot 1, Block 2 LAKE ASBURY UNIT 7 PB 7, Pgs. 60-61 (Typesal) 24" Facil Color va 50 281 1 1060 153 /4 274 East 1/2 Lot 7, Block 2 LAKE ASBURY UNIT 7 PB 7, Pgs. 60 & 61 Less and Excen ORB 3257, Pg. 1320 ORB 3621, Pg. 347 (JW Cannady Surveying, Inc. Job No. 21-263) ♦ ₩₩₩ S 83*55'23" W (FM) 450.50" (FM) 5 80*5500" W (P) 464 57 (P) Fit CAT IS AGM LB #8762 WE WOOD TO PETER ΕĒ 55.23 E (FM) 450.98 1 8 ORB 3621, Pg. 345 West 1/2 Lot 7, Block 2 LAKE ASBURY UNIT 7 PB 7, Pgs. 60 & 61 1201 Straff, or Otto Chippy 175 N 01"05'00" W (FM) 200.07' (FM) N 01"05'00" W (P) 200.00' (P) F3 157 W Simmons Trail (A 60' Width R/W per Plat) Unless it bears the Signature and the Original Raised seal of a **General Notes** Unites it bears the signature and the Original Raised scal of a Florida Licensed Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is Not valid or unless the Electronic Image File bears the Electronic Signature and Seal of a Surveyor and Mapper, this Drawing, Sketch, Plat or Map is for informational purposes only, and is Not valid. This is a Map showing Boundary Survey. 2. Bearings are based on the Easterly Right of Way line of Simmons Trail, being the Assumed Bearing of N 01° 05' 00" E, as per Record Plat. This survey was prepared with the benefit of a title commitment issued by First American Title Insurance Company with a commitment date of July 30, 2021 at 8:00 am, Issuing Agent: Head, 2988 Plummer Cove Road Moss, Fulton & Griffin, P.A. with the Issuing Office File Number of CHAUNCEY/THOMA. Jacksonville, Florida 32223 Phone: (904) 647-6943 The Property shown hereon embraced by heavy lines is based on a Legal Description provided by Licensed Business No.: 7080 EMAIL: wes@cannadysurvey.com This Survey does not reflect or determine Ownership. JW Cannady This Survey shows only the Above Ground Indicia, No underground Utilities, Footers, Structures, or Improvements are shown on this map. By Graphic Plotting only, the property shown hereon lies within zone: "X" as shown on the Federal I hereby certify that this survey meets the standards of practice established by the Florida Board of Professional rida b rida b LEY CANNO Vumber Emergency Management Agency (F.E.M.A.) National Flood Insurance Program, Flood Insurance Rate Map (F.I.R.M.) Community Panel Number: 120064-0170E, Map revised date: March 17, 2014. Surveyors and Mappers, pursuant to Section 472.027, The maximum allowable Horizontal Relative Positional Accuracy for an American Land Title Association / National Society of Professional Surveyors Land Title Survey Is 0.07' plus 50 parts per WESLEY CANNAD million (based on the direct distance between the two points being accuracy tested). This survey meets or exceeds the Horizontal Relative Positional Accuracy of 0.07' plus SO parts per million for Cense Number all control points and boundary monuments. DRAWING PATH: \Team Drives\Current Projects\21-248_0 Henley Rd\DWG JOB NUMBER: SCALE: 1" = 60" FIELD BOOK: 361 FIELD DATE: August 18, 2021 DRAWN BY: MAP FILE NUMBER: B-845 James W. Cannady, Professional Surveyor & Mapper CHECKED BY: JWCJ SHEET NUMBER: Certificate No. 5586, State of Florida

Clay County Rezoning Pro	operty Ownership Affidavit – Attachment A-2
Date: 3-3-22	
Clay County Board of County Commissioners	S
Division of Planning & Zoning	
Attn: Zoning Chief	
P.O. Box 1366	
Green Cove Springs, FL 32043	
To Whom it May Concern:	
Be advised that I am the lawful Owner of the progive full consent to process the application for re	operty described in the provided legal description attached hereto. ezoning.
I hereby certify that I have read and examin	ct. ned this affidavit and know the same to be complete and
I hereby certify that I have read and examin	
I hereby certify that I have read and examin correct. Signature of Owner:	
I hereby certify that I have read and examine correct. Signature of Owner: Have Chaun Cay Printed Name of Owner:	ned this affidavit and know the same to be complete and 3-3-22 Date:
I hereby certify that I have read and examine correct. Signature of Owner: Have Chauncey Printed Name of Owner: Sworn to and subscribed before me this	ned this affidavit and know the same to be complete and 3-3-22 Date: day of March D. 20 22
I hereby certify that I have read and examine correct. Signature of Owner: Have Chause Correct Printed Name of Owner: Sworn to and subscribed before me this Personally known or produced	day of March A.D. 20 22 didentification.
I hereby certify that I have read and examine correct. Signature of Owner: Have Chauncey Printed Name of Owner: Sworn to and subscribed before me this	day of March A.D. 20 22 didentification.

Legal Description – Attachment A-3					
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		. ·			
·					



Clay County Administration Building Tuesday, May 24 4:00 PM

TO: Board of County Commissioners

DATE: 5/4/2022

FROM: Mike Brown, Zoning Chief

SUBJECT: Proposed text amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The intent of the Lake Asbury Village Center zoning district was for commercial uses to be "in a compact, walk-able form accessible by sidewalk". The Lake Asbury Village Center zoning district prohibits drive-thru uses. Within the LAMPA, drive thru uses are allowed only in Lake Asbury Activity Center district.

The proposed change would allow certain uses with dive-thru in the Lake Asbury Village Center district. The uses that would be allowed to utilize a drive-thru are limited to delicatessens & sit down fast food, pharmacies, laundry and dry cleaning, and banks.

Is Funding Required (Yes/No):

If Yes, Was the item budgeted

(Yes\No\N/A):

No

N/A

No

Sole Source (Yes\No):

Advanced Payment

No No

(Yes\No):

Planning Requirements:

Public Hearing Required (Yes\No):

Yes

Hearing Type: Second Public Hearing

Initiated By: Applicant

Land Development Code changes require 2 Public Hearings. This is the Final Reading.

ATTACHMENTS:

Upload **Description Type**

File Name Date

Staff Report Backup 5/4/2022 Staff Memo LDC 2022-02 Finalada.pdf Material

Ordinance

□ LDC 2022- Ordinance 5/4/2022 Ordinanceada.pdf

Application Backup Letter Material $5/4/2022\ Letter_to_Ed_Lehman__re_proposed_revisions_LAMPA_VC_for_drive_thrus (14793530.pdf) \\$

Applicant
Proposed Backup
Text Material 5/4/2022 Redline-LAMPA_Village_Center_permitted_uses_-_changes_allowing_drive-thrus(14586262.pdf

Changes

REVIEWERS:

Department Reviewer Action Date Comments

Economic

and Streeper, Lisa Services Approved 5/18/2022 - 1:59 PM Item Pushed to Agenda



Staff Report Land Development Code Text Amendment LDC 2022-02

3 LDC 2022-02

Copies of the submitted application are available at the Clay County Administration Office, 3rd floor, located at 477 Houston Street, Green Cove Springs, FL 32043

Applicant: Frank Miller, Gunster Law Firm

INTRODUCTION

This application is a proposed text amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

DESCRIPTION

The Lake Asbury Village Center zoning district prohibits drive-thru uses. The intent of the Lake Asbury Village Center zoning district was for commercial uses to be "in a compact, walkable form accessible by sidewalk". Select drive-thru uses are only allowed in the Lake Asbury Activity Center zoning district within the LAMPA. The applicant has requested an amendment to the Lake Asbury Village Center zoning district to allow specific drive-thru uses in this district. The specific uses that would be allowed with a drive-thru include delicatessens & sit down fast food, pharmacies, laundry and dry cleaning, and banks.

SUMMARY OF CHANGES

B. ZONING DISTRICTS

6. Lake Asbury Village Center (LA VC) Land Use

a. Permitted uses:

i. Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (without with drivethru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or car wash facilities; tobacco and related shops; private clubs; libraries and museums; retail

outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drive-thru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and dry cleaning (with drive-thru but pickup station only); telephone sales and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (without with drive-through thru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000 square feet.

RECOMMENDATION

The application is a request to amend the Land Development Code to allow specific drive-thru uses in the Lake Asbury Village Center zoning district. Staff has reviewed the proposed changes and recommends approval of the proposed changes as set forth above.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING SECTION 3-33B OF ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, BEING THE CODIFICATION OF ORDINANCE NO. 93-16, AS AMENDED, AND COMPRISING THE ZONING AND LAND USE LAND DEVELOPMENT REGULATIONS, BY AMENDING SEC. 3-33B.B.6.a.i TO ALLOW SPECIFIED DRIVE-THRU USES IN THE LAKE ASBURY VILLAGE CENTER ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board adopted Ordinance 93-16, as amended, which created Article III of the Clay County Land Development Code being the Zoning and Land Use Development Regulations; and,

WHEREAS, the Board desires to amend certain provisions in Article III, Section 3-33B of the Clay County Land Development Code, as provided for below.

Be it ordained by the Board of County Commissioners of Clay County that:

<u>Section 1.</u> As used in Section 2, the term "Article III" shall mean and refer to Article III of the Clay County Land Development Code, being the codification of Ordinance 93-16, as subsequently amended, and comprising the Zoning and Land Use Land Development Regulations.

Section 2. Section 3-33 B.B, Article III is hereby amended as follows:

6. Lake Asbury Village Center (LA VC) Land Use

a. Permitted Uses

i. Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (without with drivethru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or car wash facilities; tobacco and related shops; private clubs; libraries and museums; retail outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drive-thru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and dry cleaning (with drive-thru but pickup station only); telephone sales

and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (without with drive-through thru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000

<u>Section 3.</u> If any portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provision of this Ordinance.

Section 4. This Ordinance shall take effect as pr	ovided by Florida general law.
DULY ADOPTED by the Board of County Com of, 2022.	missioners of Clay County, Florida, thisday
ATTEST	BOARD OF COUNTY COMMISSIONERS CLAY COUNTY, FLORIDA
Tara S. Green	BY: Wayne Bolla, Its Chairman
Clay County Clerk of Court and Comptroller	•
Ex Officio Clerk to the Board	



March 8, 2022

Via Email and First Class Mail

Clay County Board of County Commissioners c/o Ed Lehman Planning and Zoning Director 477 Houston Street Green Cove Springs, FL 32043

Re: Text Change to allow Drive-Throughs in LAMPA Village Centers

Dear Ed:

On behalf of the owner of a parcel of property within a LAMPA Village Center, we hereby submit the attached proposed revisions to the sections of the Land Development Code allowing Drive-Throughs within Village Centers for consideration by the County. A clean and redline copy of the applicable section is included for your ease of review. The changes address a need to allow drive throughs for restaurants, banks, dry cleaners and pharmacies in the Village Centers. At present drive throughs for these type retailers are only allowed in the LAMPA Activity Center and the change would allow them in areas closer to where residential development will occur.

Please review the attached and let me know if you have any questions or comments. Please also schedule the proposed changes for consideration by the Planning Commission and Board of County Commissioners at the earliest dates available.

We will deliver the \$1,000 application fee under separate cover. Please let me know if you have any questions or if you need anything else.

Sincerely,

Frank E. Miller

FEM/mgm Enclosure

Sec. 3-33 B. LAKE ASBURY MASTER PLAN AREA

B. ZONING DISTRICTS

6. Lake Asbury Village Center (LA VC) Land Use

a. Permitted uses:

i. Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (without with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or car wash facilities; tobacco and related shops; private clubs; libraries and museums; retail outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drive-thru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and drycleaning (with drive-thru but pickup station only); telephone sales and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (without with drive-throughthru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000 square feet.

Document comparison by Workshare 10.0 on Monday, February 21, 2022 5:51:59 PM

Input:	
Document 1 ID	iManage://WORK.GUNSTER.COM/ACTIVE/14585204/1
Description	#14585204v1 <work.gunster.com> - LMPA Village Center permitted uses</work.gunster.com>
Document 2 ID	iManage://WORK.GUNSTER.COM/ACTIVE/14585204/2
Description	#14585204v2 <work.gunster.com> - LMPA Village Center permitted uses</work.gunster.com>
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	5
Deletions	3
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	8



Clay County Administration Building Tuesday, May 24 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Mike Brown, Zoning Chief

SUBJECT: <u>This item is being Continued to June 28th</u>. The Fleming Island Citizen Advisory Committee continued this item from April to May, therefore the Planning Commission won't hear this item until its June meeting. This application is to rezone a single parcel (114 Canova Street) totaling 1.61 acres from AR (Agricultural Residential) to PS-1 (Private Services).

AGENDA ITEM TYPE:

RE	VΙ	ΕW	/EI	RS:

•	Reviewer	Action	Date	Comments
Economic and Development Lo Services	ehman, Ed	Approved	5/16/2022 - 3:57 PM	AnswerNotes
Economic and W Development H Services	Vanamaker, loward	Approved	5/16/2022 - 4:26 PM	AnswerNotes
	Vanamaker, loward	Approved	5/16/2022 - 4:27 PM	AnswerNotes



Clay County Administration Building Tuesday, May 24 4:00 PM

TO: Board of County Commissioners DATE: 5/16/2022

FROM: Mike Brown, Zoning Chief

SUBJECT: This application has been Withdrawn by the Applicant. The application was a proposed text amendment to Article III Section 3-5(am), pertaining to the Mini-Warehouse conditional use criteria.

AGENDA ITEM TYPE:

If Yes, Was the item budgeted Is Funding Required (Yes/No):

(Yes\No\N/A): No

No

N/A

Advanced Payment Sole Source (Yes\No):

(Yes\No): No No

REVIEWERS:

Comments Department Reviewer Action Date

Economic

and Development Lehman, Ed 5/16/2022 - 3:59 PM AnswerNotes Approved

Services

Economic

Wanamaker, and Approved 5/16/2022 - 4:25 PM AnswerNotes Development Howard

Services

County Wanamaker, Approved 5/16/2022 - 4:25 PM AnswerNotes Manager Howard



Clay County Administration Building Tuesday, May 24 4:00 PM

TO: Board of County Commissioners DATE:

FROM: Ed Lehman, Planning &

Zoning Director

SUBJECT: This item has been Withdrawn by Staff. It will be amended and readvertised at a later date. The item was a proposed change to LA TRA Policy 1.1.3 which includes reference to the Lake Asbury Adequate Public Facilities (APF) fee. The BCC adopted the mobility fee that addressed the financial system referenced in the policy, including financing many, but not all, of the APF roadways. This change to the policy addresses the construction costs of the entire APF system.

AGENDA ITEM TYPE:

REVIEWERS:							
Department	Reviewer	Action	Date	Comments			
Fronomic							

and Development Lehman, Ed Approved 5/17/2022 - 9:16 AM AnswerNotes

Services

Economic and Stewart, Approved 5/17/2022 - 2:11 PM AnswerNotes **Development Chereese**

Services

County Wanamaker, Approved 5/17/2022 - 5:36 PM AnswerNotes Howard Manager



Clay County Administration Building Tuesday, May 24 4:00 PM

TO: BCC DATE: 4/26/2022

FROM: Teresa Capo

SUBJECT: Applications were received from Roger Higginbotham and James Ryan for the reappointment of their seats on the Clay County Housing Finance Authority.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Advertising requirements have been met.

ATTACHMENTS:

Description	Type	Upload Date	File Name
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Higginbotham Backup Material 5/16/2022 Higginbotham_Application.pdf

Ryan Application Backup Material 5/16/2022 Ryan_Application_FormADA.pdf

REVIEWERS:

Department Reviewer		Action	Date	Comments
BCC	Capo, Teresa	Approved	5/6/2022 - 10:51 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/6/2022 - 5:13 PM	AnswerNotes

From: webform@claycountygov.com

To: <u>Teresa Capo</u>

Subject: Citizen Application Form

Date: Friday, April 15, 2022 1:02:21 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Citizen Application Form

Date & Time: 04/15/2022 1:02 PM

Response #: 204 **Submitter ID:** 20791

IP address: 2600:1700:e742:4200:e91b:f634:c5eb:b828

Time to complete: 21 min., 12 sec.

Survey Details

Page 1

- 1. Fill out the form below and click submit. The form will be sent to the person responsible for compiling applications.
- 2. Open the Adobe PDF document below, complete and click submit (for Adobe Standard and Pro users only) or download the file to your files, complete in Adobe Reader and submit as an attachment via email to Teresa.Capo@claycountygov.com or mail the form to:

Clay County BCC

Attention: Teresa Capo

PO Box 1366

Green Cove Springs, Florida 32043



1. Your Information:

Date: 04/15/2022

Name: Roger Higginbotham

Name of Board/Committee Housing Finance Authority

You are Applying For:

Address: 2418 Stockton Drive

State:FloridaZip Code:32003Number of Years at this28

Address:

Phone: (904) 219-9144
Email Address: hchjax@gmail.com

District You Live In: 3

(o) I AM Registered Voter

Job Position: Owner

Employer: Higginbotham Custom Homes, LLC

Work Phone: (904) 651-8774

Number of Years at Job: 12 Summarize Your Work Experience:

I've been in the construction industry for my entire life and have been a state licensed building contractor since 1983.

2. Education

Please List All Schools Attended, Years and Degrees:

Florida State College at Jacksonville (2 years) A.S. degree in Building Construction

3. Volunteer Work, Civic, Professional, and other Activities

List any volunteer service organizations, clubs or professional societies you are a member of or titles you have held:

Clay Builders' Council 12 years Chairman for 2 years

Waste Not Want Not 12 years Board member for 7 years

Sacred Heart Catholic Church 22 years Usher and Greeter 2 years on the parish council

Clay County Habitat for Humanity Board member for 3 years

Have you ever served on a committee or advisory board? If so, give the details, including any positions held:

Members of Clay County Housing Finance Authority and Clay County Affordable Housing Advisory Committee

Have you ever served on a committee or advisory board? If so, give the details, including any positions held:

Not answered

4. Reason for Serving

Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:

I have a lifetime of experience in residential home construction.

Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:

Not answered

5. Miscellaneous

Do you do business or are you engaged in the management of any business enterprise that has a financial interest in Clay County Government? Please give details, including the name of the enterprise, the nature of the business, and the position you hold:

No

Have you ever been convicted for violation of any federal, state, county or municipal law, regulation or ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence:

No

6. References

List names, addresses and telephone numbers of at least three persons who are qualified to comment on your qualifications and of whom inquiry may be made by Clay County Board of County Commissioners:

Bill Garrison 5288 CR218 Middleburg, FL 32068 (904) 838-0531

Jerry Agresti 6833 Old Church Road Fleming Island, FL 32003 (904) 400-1559

Carolyn Edwards 1717 Blanding BLVD. Middleburg, FL 32068 (904) 334-7360

Additional Information and Comments:

Not answered

By submitting this form, I declare the foregoing facts to be true, correct and complete.

This form can be submitted via email or can be printed and brought into our office.

For any questions concerning this form please contact our County Manager's Office at (904) 284-6352.

You may submit only one application for each committee vacancy. A new application must be submitted for each committee vacancy. Applications will be held for a period of two years.

Thank you,

Clay County, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: webform@claycountygov.com

To: <u>Teresa Capo</u>

Subject: Citizen Application Form

Date: Thursday, May 5, 2022 4:05:52 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Citizen Application Form

Date & Time: 05/05/2022 4:05 PM

Response #: 206
Submitter ID: 20795
IP address: 12.8.58.34
Time to complete: 25 min., 38 sec.

Survey Details

Page 1

- 1. Fill out the form below and click submit. The form will be sent to the person responsible for compiling applications.
- 2. Open the Adobe PDF document below, complete and click submit (for Adobe Standard and Pro users only) or download the file to your files, complete in Adobe Reader and submit as an attachment via email to Teresa.Capo@claycountygov.com or mail the form to:

Clay County BCC

Attention: Teresa Capo

PO Box 1366

Green Cove Springs, Florida 32043



1. Your Information:

 Date:
 05/05/2022

 Name:
 James (Jim) Ryan

Name of Board/Committee Housing Finance Authority

You are Applying For:

Address: 822 Branscomb Road

State:FloridaZip Code:32043Number of Years at this1

Address:

Phone: (904) 699-6321 **Email Address:** jim.ryan@jmafcu.org

District You Live In: 5

(O) I AM Registered Voter

Job Position: President

Employer: JM Associates Federal Credit Union

Work Phone: (904) 378-4570

Number of Years at Job: 31
Summarize Your Work Experience:

40 years in banking and finance in North Florida.

2. Education

Please List All Schools Attended, Years and Degrees:

Clay High School, 1974-1978, Diploma

University of Florida, 1978-1982, BSBA Finance

3. Volunteer Work, Civic, Professional, and other Activities

List any volunteer service organizations, clubs or professional societies you are a member of or titles you have held:

Certified Credit Union Executive (CCUE)

Northeast Florida Chapter of the League of Southeastern Credit Unions, past Chairman

Credit Union Education Advisory Committee, past Chairman

Florida Association of Local Housing Finance Authorities, currently serving as Treasurer

Have you ever served on a committee or advisory board? If so, give the details, including any positions held:

Housing Finance Authority of Clay County, 30 years, currently serving as Chairman

Affordable Housing Advisory Committee of Clay County, 10+ years, currently serving as Chairman Lake Asbury / Penney Farms Citizens Advisory Committee, new committee, currently serving as Chairman

Have you ever served on a committee or advisory board? If so, give the details, including any positions . . .

Housing Finance Authority of Clay County, 30 years, currently serving as Chairman

Affordable Housing Advisory Committee of Clay County, 10+ years, currently serving as Chairman

Lake Asbury / Penney Farms Citizens Advisory Committee, new committee, currently serving as Chairman

4. Reason for Serving

Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:

Work in the fields of finance, real estate finance and investments with the consumer's interest placed first.

Describe any additional knowledge, skill, education or experience you have, which would assist you in the duties of this Board /Committee:

A native to Clay County with 30 years of experience with the Housing Finance Authority

5. Miscellaneous

Do you do business or are you engaged in the management of any business enterprise that has a financial interest in Clay County Government? Please give details, including the name of the enterprise, the nature of the business, and the position you hold:

None

Have you ever been convicted for violation of any federal, state, county or municipal law, regulation or

ordinance? If so, give details. Do not include traffic violations or fines of \$100 or less that were imposed, unless it also included a jail sentence:

No

6. References

List names, addresses and telephone numbers of at least three persons who are qualified to comment on your qualifications and of whom inquiry may be made by Clay County Board of County Commissioners:

Theresa Sumner, P.O. Box 1620, OP, FL 32067, 904-278-8006 Rich Komando, 1279 Kingsley Ave #118, OP, FL 32073, 904-269-1111 Zac Ryan, 3079 Anderson Rd, GCS, FL 32043, 904-291-1479

Additional Information and Comments:

Resident of Clay County for 50+ years.

By submitting this form, I declare the foregoing facts to be true, correct and complete.

This form can be submitted via email or can be printed and brought into our office.

For any questions concerning this form please contact our County Manager's Office at (904) 284-6352.

You may submit only one application for each committee vacancy. A new application must be submitted for each committee vacancy. Applications will be held for a period of two years.

Thank you,

Clay County, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.



Clay County Administration Building Tuesday, May 24 4:00 PM

TO: BCC DATE: 5/16/2022

FROM: Teresa Capo

SUBJECT: Susan Hill submitted her resignation from the Tourist Development Council

effective June 1, 2022.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Ms. Hill is retiring after almost 40 years in the hospitality/tourism industry.

ATTACHMENTS:

Description Type Upload Date File Name

Susan Hill Backup Material 5/16/2022 Susan_Resignationada.pdf

REVIEWERS:

Department Reviewer Action Date Comments

BCC Capo, Teresa Approved 5/16/2022 - 2:27 PM AnswerNotes

County Wanamaker, Approved Howard 5/16/2022 - 4:27 PM AnswerNotes

From: <u>Kimberly Morgan</u>
To: <u>Charlie Latham</u>

Cc: Teresa Capo; Connor L. Mathews

Subject: FYI - FW: TDC

Date: Tuesday, May 3, 2022 4:42:45 PM

FYI – for info below.

No action on your part. I'm alerting Teresa Capo about this vacancy. This is an accommodation seat, so it may take us a while.

Kimberly Morgan
Director of Tourism
Clay County Board of County Commissioners
477 Houston Street

Green Cove Springs, FL 32043

Phone: 904-278-3734/Cell: 904-295-5802

www.ExploreClay.com

Kimberly.Morgan@claycountygov.com

From: Susan Hill <susan.hill@murphcohotels.com>

Sent: Tuesday, May 3, 2022 4:34 PM

To: Mike Cella <Mike.Cella@claycountygov.com>; Kimberly Morgan

<Kimberly.Morgan@claycountygov.com>

Subject: TDC

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mike and Kimberly,

With almost 40 years of hospitality and tourism under my belt, the time has come. I'll be retiring from my wonderful career this summer. I've benefited in so many ways from serving the hotel community in this area. It's energizing to see the path Clay County is paying to enhance the area for travelers and residents alike.

Please accept my resignation from the Tourist Development Council effective June 1, 2022. I'll look forward to seeing you all at the May 9th meeting, as my last official duty on the board. Best wishes on continued success in all that lies ahead.

Respectfully with gratitude, Susan

Susan Hill Sales Manager Holiday Inn and Suites 620 Wells Road Orange Park Florida 32073

904-562-7407 direct office line Newly renovated - <u>Visit Our Website!</u>



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

TO: Board of County Commissioners DATE: 5/13/2022

FROM: Karen Smith, Administrative

& Contractual Services

SUBJECT:

Bid Opening Tabulation for May 10, 2022:

A. RFQ No. 21/22-41, Sponsor/Developer for Homeless Stabilization Under the Clay County

SHIP Program

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Reviewer

Letters of Documentation

ATTACHMENTS:

Description Type Upload Date File Name

Action

Bid Opening Cover Memo 5/16/2022 Bid Tab Form portrait 1ADA.pdf

Date

Tabulations

REVIEWERS:

Comments

Department Administrative

5/18/2022 - 1:59 PM Item Pushed to and

Streeper, Lisa Approved Contractural

Services

BID TABULATION FORM

RFQ	21/22-41	Date:	May 10, 2022
Proj:	Sponsor/Developer for Homeless Stabilization Under the Clay County SHIP Program	Time Open:	9:04 AM
Ad:	Clay Today, April 14, 2022	Time Close:	9:07 AM

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Total
1	Mercy Support Services	To Be Determined
2		
3		
4		
5		
6		
7		
8		
9		
10		

^{*}Staff will review the bids and present a recommendation to the Budget and Audit Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document. Items above are subject to full review and evaluation of submittal.



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 24 4:00 PM

TO: BCC DATE: 5/17/2022

FROM: Teresa

Capo

SUBJECT:

AGENDAITEM

TYPE:

ATTACHMENTS:

Description Type Upload Date File Name

March 29, 2022 Backup Material 5/17/2022 March_29_2022_CRC_Minutesada.pdf

REVIEWERS:

Department Reviewer Action Date Comments

BCC Capo, Teresa Approved 5/17/2022 - 9:21 AM AnswerNotes

County Wanamaker, Approved Manager Howard 5/17/2022 - 5:36 PM AnswerNotes



2021/2022 CHARTER REVIEW COMMISSION MINUTES

March 29, 2022
7:00 PM
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043

CALL TO ORDER

Chairman Howard "Bo" Norton called the meeting to order at 7:00 pm.

MOMENT OF SILENCE

Chairman Bo Norton requested a moment of silence.

PLEDGE OF ALLEGIANCE

Ms. Connie Schoenung led the Pledge of Allegiance.

WELCOME

Chairman Bo Norton thanked Deputy McDade and Lieutenant Mahla for providing security for the meeting. He also welcomed Teresa Capo-County Commissioner Administrative Assistant, Courtney Grimm-County Attorney, Christine Blanchett-Deputy Clerk with the Clerk of the Court and Comptroller, and all the CRC members.

ROLL CALL

All those that were in attendance at the meeting are listed on the attached sign in sheet. See attachment A. Absentees from the meeting:

- Charles Hodges
- James Jett
- Randy Gillis
- DeAnn Dockery
- Yul McNair
- Brain Kraut
- Jim Connell

APPROVAL OF MINUTES

March 2, 2022 CRC Minutes

Mr. Robert Dews made a motion for approval of the March 2, 2022, CRC meeting minutes, seconded by Mr. Chris Russell, with all in favor.

March 15, 2022 CRC Minutes

Vice-Chairman Suzi Ludwig made a motion for approval of the March 15, 2022, CRC meeting minutes, seconded by Mr. Mitch Timberlake, with all in favor.

PUBLIC COMMENT

Chairman Bo Norton opened the floor for public comment at 7:03 pm.

David R. Coughlin, 23 Widener Way, Orange Park, Florida, spoke to the Board regarding the seemingly oppressive term limits that impact the life time of great work performed by our elected constitutionals. We are lead to believe that they are divinely anointed with critical skills unattainable by mere mortals and the republic would fall if we do not institutionalize their incumbency. So, we tolerate the merging of their personal brand with the office they hold by using government funds to pay for chamber of commerce memberships, fundraising sponsorships, personnel to manage public and media relations, and de facto campaigning via public service announcements with their youthful images in local print venues. Mr. Coughlin stated the only requirements for an elected constitutional are citizenship and age. If we view them as administrators and not politicians then have them give their attractive compensation packages and serve at the pleasure of our commissioners. The apparent sole political layer in Clay County.

Hearing no other comments, Chairman Bo Norton closed public comment at 7:06 pm.

OLD BUSINESS

1. Proposed Text for BCC Salary Recommendation for Inclusion on Ballot

Chairman Bo Norton opened the floor to discuss the proposed text for the BCC salary recommendation for inclusion on the ballot. Glenn Taylor, CRC Attorney, has taken the direction of the Commission and prepared the verbiage to be considered for the ballot. See attachment B.

Suzi Ludwig, Vice-Chairman, said it might be better to move one sentence after reviewing the verbiage. Vice-Chairman Ludwig read her suggested change:

 Shall the Clay County Charter be amended to include annual cost of living increases to the Clay County Commissioners current \$37,000.00 annual salary effective September 30, 2023, and thereafter adjusting annually based upon the consumer price index for urban wage earners and clerical workers.

All the same, wording is there, but it says it is effective then and thereafter and then putting in the adjustments.

Ms. Connie Schoenung said her understanding was that instead of saying adjustments, it reads it is an increase because that is what is being done. Chairman Norton noted that it was done.

Mr. Mitch Timberlake stated that he was fine with the ballot proposal as the attorney worded it.

Mr. Chris Russell said he believed there is concern about having the words increase of salary, but the word is included in the second sentence. It reads cost of living increase vs. a salary increase. It does clearly delineate that the increase is the cost of living adjusted, not a basic salary adjustment, and will fluctuate every year.

Following the discussion regarding the base salary of \$37,000.00, the increase basis, and the consumer price index, Ms. Debby Terry made a motion for approval of the verbiage as presented by the CRC attorney, seconded by Mr. Scotty Taylor, which carried 6-3, with Mr. David Theus, Ms. Christine Backscheider, and Ms. Connie Schoenung in opposition.

2. Proposed Text for Elimination of Term Limits for Elected Clay County Constitutional Offices for Inclusion on Ballot

Chairman Bo Norton opened the floor to discuss the proposed text for eliminating term limits for elected Clay County Constitutional Offices for inclusion on the ballot. See attachment B.

Mr. David Theus noted at no point during this Commission's meetings did a citizen rally a group of citizens to initiate a petition to repeal the term limit. At no point during public comment did someone approach the lectern to repeal the term limit, if anything, to suggest that we follow the state's term limits. One commissioner voiced an opinion for term limits and one against term limits, so that is a toss-up, one for and one against it. The citizens in the last meeting clearly stated to the County Commission that term limits are something they were in favor of. Thus, an initiative was put forth by the citizens, and it got to the ballot, and it passed. Just for the record, it comes down to personal interpretation of the role of government. If these folks are constitutional, their service appreciated, if they are indeed CEOs, then maybe the case should be to lobby the governor for appointment. Once you cross the threshold at the elections office, you are a politician that answers to the voters. The voters clearly spoke. Mr. Theus said he is troubled that we have a process that went through, and the voters could have shown up and spoken, and they did not; however, they spoke at the ballot box three years ago, and they get a chance to do it again. For the record, it was interesting to see this process and at no point did a citizen rally for the repeal of the term limits.

Ms. Debby Terry noted that if we went by who participated and did not, we should've had one meeting, drop the gavel, and been done. We have had absolutely abysmal participation by the community at large. We generally have abysmal voter turnout unless it is a hot topic they want to go after. Maybe everything was okay until now, and they do want this change. You can predict what they will do because they have not been here. Ms. Terry said she is personally horrified that the constitutionals will all be leaving

simultaneously, but that is a moot point now. Mr. Theus said he respects her comment; he wanted to point out that our customers are the voters. His comments were an observation of someone serving for the first time on the Commission.

Vice-Chairman Suzi Ludwig said she believed it was important not to have the same wording as before. She stated previously that she was okay with it going back on the ballot because, again, she has faith in the voters. It can be clarified who they are, and it is the chance for people who were unsure of who the constitutionals are to say I don't care who they are, I do not want it, or I did not know and vote accordingly.

Mr. Mitch Timberlake noted as a point of order, this has already been decided and asked to keep to the task at hand to discuss the language, clarify it, and vote on what the language will be. The Commission has voted to have it put on the ballot, and our duty is to clarify that language and move ahead. Mr. Scotty Taylor noted that he agrees with Mr. Timberlake.

Ms. Connie Schoenung said she disagreed; she thinks they voted to make this decision prematurely and put it on the ballot. The gentleman spoke today and agreed with term limits. For further reference, the Commission should consider something this important, how much is the cost to the taxpayers to put it on the ballot.

Mr. Scotty Taylor made a motion for approval of the language as written by the CRC attorney, seconded by Ms. Debby Terry, which carried 6-3, with Mr. David Theus, Ms. Christine Backscheider, and Ms. Connie Schoenung in opposition.

3. Proposed Text to Section 4.2.B - Amendments and Revisions by the Charter Review Commission to Change the Meeting Interval of the CRC from Four (4) to Eight (8) Years for Inclusion on Ballot

Chairman Bo Norton opened the floor to discuss the proposed text for Section 4.2.B - Amendments and revisions by the Charter Review Commission to change the meeting intervals of the CRC from four (4) to eight (8) years for inclusion on the ballot. See attachment B.

Vice-Chairman Suzi Ludwig said the proposed language is almost the exact language that was voted down 80-20 in 2018. She thought it would say something about it being an overarching document or other provisions for amendments. CRC Attorney Taylor said there was a discussion but did not feel it was his place to create language; this was presented as a foundation. Vice-Chairman Ludwig said it should justify why you are putting it back on the ballot, and if they do not want it, they don't want it. Her opinion is to have additional clarity, like for the constitutionals.

Mr. Chris Russell said before he was asked to be on the Commission, he had never heard of it, how many people in Clay County even know this happens every four years and what the purpose of the Commission is. From his perspective, we are trying to help the county grow, and they are set up pretty well for the next four years.

Mr. Robert Dews said he does not believe that it can not get any more concise than this, and if we try and explain why we want to do it, it can be subjective, and it is a matter of

opinion that may create a problem for the voters. Vice-Chairman Ludwig said she feels if we do not tell the voters why we want this, they will say, "we just told them we do not want this," and now they are sending the same thing without any justification. Mr. Dews suggested that it would be a cost-saving to the taxpayers to meet every eight years instead of four because it does cost to have the room and staff present at the meetings.

Mr. David Theus said out of fairness to Vice-Chairman Ludwig that he too has empathy so that they are clear in understanding what they are trying to do, but the IRS has a funny saying "ignorance is not bliss." Trying not to get into a situation where we are trying to educate the voters and take away any more responsibility from them because he is one of them. It is important for him and others to do the research, some may miss it, but it is not their duty to solve all the problems. Addressing that it is back on the ballot again, we are coming to the discussion from our point of view. Commending each of us, we have been good and professional, and clearly, we come with a biased opinion about maybe we should not do this every four years. The citizen's may look at it as a missed opportunity if we push it out to eight years, that they may not be able to fix something if there is a runaway train. They may or may not know that they can push through their commissioners to put something on the ballot by a citizens' initiative. Mr. Theus said he likes the eight-year mark; he could be wrong but is willing to take that chance for the voter and trust them to make that decision.

Mr. Scotty Taylor made a motion for approval of the language as it is written, seconded by Mr. Mitch Timberlake, with all in favor.

PUBLIC COMMENT

Chairman Bo Norton opened the floor for public comment at 7:35 pm.

Hearing no other comments, Chairman Bo Norton closed public comment at 7:36 pm.

CRC MEMBER COMMENTS

Mr. David Theus asked Chairman Norton to review the process going forward.

Chairman Bo Norton said everything that the Committee has done is advisory, and they are making recommendations only, and they have no power to enforce anything. They make a recommendation that goes to the Commissioners for review and then to the ballot. So the voters will have a chance to say what will happen in Clay County regarding these items. What happens next are three public hearings. There are tentatively three dates in May, and they will be advertised. Those hearings are strictly for the public to come and tell us what they think of these initiatives. Ms. Debby Terry noted that their attendance is expected. The dates are:

- May 4, 2022
- May 16, 2022
- May 31, 2022

The hearings would be held at 7:00 pm.

Chairman Norton said what drives that, looking in the charter, there have to be three scheduled hearings, a minimum of ten days apart and a maximum of twenty days apart.

Ms. Capo said it is published in the Clay Today. Ms. Schoenung asked if they could individually promote the hearings with flyers with the date and times of the hearings. Courtney Grimm, County Attorney, noted she would not suggest individually putting flyers out, but if they wanted to promote on Facebook, etc., Ms. Schoenung asked if, in addition to the standard putting information on the government website, would it be stepping outside of their role. County Attorney Grimm said you could not advocate one way or the other. You can notice that there will be three public hearings to consider three items that will be on the ballot. Ms. Schoenung asked if the language needs to be approved by County Attorney Grimm before posting. County Attorney Grimm said they should follow the language required by statute and what is advertised in the paper and put on the website.

Mr. Timberlake said his recommendation is to take what is in the newspaper and put that out verbatim so that you do not get crosswise of any language and it is stated appropriately. CRC Attorney Taylor said he agrees with Mr. Timberlake.

Vice-Chairman Suzi Ludwig appreciated Mr. Dews comments and thanked the Committee. It has been an interesting and educating experience; even with the debating in the last few months, everyone was respectful.

Chairman Bo Norton thanked the Committee for their hard work, time, effort, and expense in coming to these meetings for democracy in action.

ADJOURN

Hearing no further business, Chairman Bo Norton adjourned the meeting at 7:38 pm.

Tara S. Green

Attest

Clay County Clerk of Court and Comptroller

Ex Officio Clerk of the Board

Chairman of Vice-Chairman



Administrative & Contractual Services

PO Box 1366 Green Cove Springs, FL 32043

Physical Address: 477 Houston Street Admin. Bldg., 4th Floor Green Cove Springs, FL 32043

Phone: 904-278-3766

904-278-3761

904-284-6388

Fax: 904-278-3728

County Manager Howard Wanamaker

Commissioners:

Mike Cella District 1

Wayne Bolla District 2

Jim Renninger District 3

Betsy Condon District 4

Kristen Burke, DC District 5

www.claycountygov.com



May 9, 2022

MEMORANDUM

TO:

Howard Wannamaker,

County Manager

FROM:

Karen Smith,

Purchasing Director

SUBJECT: Finance and Audit Committee agenda item for May 17, 2022.

First Renewal for RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. RFP provides purchase and installation of playground equipment and ballfield lighting as needed at parks county wide.

The percent discount remains the same for all distributors as received in their bid and they are allowed to add manufacturers with this renewal. The companies acknowledged their renewal with memos.

- 1. The following companies did not choose to renew: Custom Canopies, Playworx Playsets, Wausau Tile, and Robertson Industries.
- 2. Bliss Products and Services, Inc. added the following manufacturers: Cedar Forest Products, East Coast Mulch, and Madrax.
- 3. Greenfields Outdoor Fitness, Inc. added manufacturer Shade Systems, Inc.
- 4. Top Line Recreation, Inc. added the following manufacturers: Yalp Playgrounds, Percussion Play, and Dog On It Parks.
- 5. Rep Services, Inc. added manufacturer Hanover Specialties Poured in Place Surfacing EPDM, Bondflex & Granuflex.
- 6. Swartz Associates, Inc. added the following manufacturers: Sports Play Equipment, Inc. and Ultra Site.

SHELTERS, SHADES & STRUCTURES

Distributor	Manufacturer	Shelters, Shades, Structures	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Alterations & More	Fabrics for shade structues, canopies, and pads	5%	Priced Per Job	N/A	Request Quote	N/A
	CemRock	Artificial Environments	5%	Priced Per Job	www.cemrock.com	Request Quote	On Website
	G & A Manufacturing Inc.	Ramps, Stars, Gangways, Docks, Railings	5%	Priced Per Job	www.gamanufacturing.com	Request Quote	On Website
	Newsome Fence	Fencing	5%	Priced Per Job	www.newsomfence.com	Request Quote	On Website
	Outback Shelters	Shade Structures	5%	35%	N/A	Yes	On Price Shee
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	Priced Per Job	www.rcpshelters.com	Request Quote	On Website
	Shade America	Canopies	10%	Priced Per Job	Yes	Request Quote	In Catolog
	Spiral Court King	Spiral Stairs	5%	Priced Per Job	www.spiralstarsofamerica.com	Request Quote	On Website
	Structural Wood Systems	Structural Glued Laminated Timber	5%	Priced Per Job	www.structuralwood.com	Request Quote	On Website
	Superior Shade	Umbrellas, Canopies, Sails	5%	Priced Per Job	Yes	Yes	In Catolog
	Superior Shelters	Shelters, Gazebos, Shades	5%	Priced Per Job	Yes	Yes	In Catolog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreation Shades	Domes, Umbrellas, Shades	5%	49%	Yes	Digital Copy	Digital Copy
	UltraShade	Shade Canopies	5%	49%	Yes	Digital Copy	Digital Copy
	Icon Shleters	Shade Shelters, Entry Ways,	5%	69%	Yes	Digital Copy	Digital Copy
	Superior Shelters	Shelters, Gazebos, Shades	5%	69%	Yes	Digital Copy	Digital Copy
	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos	5%	69%	Yes	Digital Copy	Digital Copy

	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Shades	Sails, Shades, Canopies	5%	30%	Yes	??	Yes
	SRP Shelters	Gazebos, Pavilions	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
liracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	USA Shade	Shades, Canopies	Tier	Priced Per Job	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	USA Shade	Shade Canopies	5%	180%	Yes	In Catalog	Yes
	Classic Recreation Systems, Inc	Shelters,	5%	75%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
RCP Shelters, Inc (772) 288-3600 info@rcpshelters.com	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions,	15%	175%	Yes	Yes	Yes
mice, epsileitersissiii	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Shade Systems Inc	Installation of Shade Structures	N/A	100%	No	No	No
· · · · · · · · · · · · · · · · · · ·	Apollo Sunguard (Shade) Systems Inc	Installation of Shade Structures	N/A	110%	No	No	No
	RCP Shelters	Installation of Shade Structures	N/A	150%	No	No	No
	Poligon by Porter	Installation of Shade Structures	N/A	150%	No	No	No
	Ball Fabrics	Installation of Shade Structures	N/A	110%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Shade Systems Inc	Shades, Sails	5%	125%	Yes	In Catalog	In Catolog

	Americana Building Products	Gazebos, Walkway Covers, Roofs	5%	100% Installation	Yes	In Catalog Current MSRP List	In Catolog
	Manufacturer	Product	Discount Allowed from MSRP	Discount	Catalog Provided	Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos Installation	5%	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Cop
	Ultra Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Cop
	Icon Shleters	Shade Shelters, Entry Ways, Installation	N/A	69%	Digital Copy	Digital Copy	Digital Cop
11	SRP Shelters	Gazebos, Pavilions Installation	N/A	69%	Digital Copy	Digital Copy	Digital Cop
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Skyways Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	USA Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	Poligon/Parasol Shade	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Porter/Poligon Shelters	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
iller Recreation Equipment & Design (941) 792- 4580 MRECFLA@TAMPABAY.RR.COM	USA Shade	Shade Canopies	5%	N/A	Yes	No	No
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	N/A	No	No	No
	Coverworx Shelters	Pavilions, Gazebos, Shelters	5%	N/A	Yes	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
reen Fields Outdoor fitness, Inc (888) 315-9037 sam@greenfieldsfitness.com	Shade Systems, Inc	Outdoor Shades, Canopies	n/a	N/A	No	No	Yes

SITE AMENITIES &	FURNISHINGS
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Distributor	Manufacturer	Site Amenities & Furnishings	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dero	Bike Racks	5%	Priced Per Job	Yes	Yes	In Catalog
	Doty & Sons Concrete	Concrete Containers, Benches, Tables	5%	Priced Per Job	www.dotyconcrete.com	Request Quote	On Website
	Forte	Plastic Fixtures, Trash Cans, ect	5%	Priced Per Job	www.forteproducts.com	Request Quote	Yes
	GT Grandstands	Bleachers	10%	Priced Per Job	Yes	Yes	On Website
	Jayhawk Plastics/FROG	Tables, Benches, Trash Cans	10%	Priced Per Job	Yes	Yes	In Catalog
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	Priced Per Job	www.kaypark.com	Request Quote	On Website
	Kings River Casting	Benches, Receptacles, Tables, Bike Racks	5%	Priced Per Job	www.kingsrivercasting.co m	Request Quote	On Website
	Most Dependable Fountains	Fountains	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Murdock Fountains	Fountains	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Site	Benches, Receptacles, Tables,	5%	Priced Per Job	Yes	Yes	In Catalog
	Wausau International	Banches, Tables, Trash Cans, ect	5%	Priced Per Job	www.wausaumade.com	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
dvanced Recreational Concepts (321) 775-0600 info@arcflorida.com	SRP Amenities	Tables, Benches, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digistal Cop
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy

	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Park Catalog Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	No	Digital Copy	Digital Cop
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
10	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	2%	75%	Yes	Digital Copy	Digital Cop
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Cop
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans	5%	30%	Yes	77	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	30%	Yes	??	Yes
	Ultra Site	Tables, Benches, Bike Racks, Trash Cans	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
racle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Wabash Valley	Tables, Benches, Trash Cans	Tier	Priced Per Job	www.wabashvalley.com	Yes	Yes
minusice adenoralicareationicalis	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Recycled Plastic Factory (941) 473-1618 cgoogins@recycledplasticfactory.com	Recycled Plastic Factory	Recycled benches, tables, lumber, Parking Curbs	25%	15%	N/A	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warrant
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	MyTCoat	Tables, Benches, Bike Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Frog Furnishings	Tables Benches, Trash Cans, Kiosks	8%	35%	Yes	In Catalog	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	6%	35%	Yes	In Catalog	Yes
	SiteScapes Inc.	Tables, Benches, Trash Cans, Bike Racks	5%	35%	Yes	In Catalog	Yes

	Superior Site Amenities	Tables, Benches, Bike, Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Ultrasite	Benches, tables, trash cans	7%	35%	No	Catalog	Yes
	Vista Furnishings	Benches, Trash Cans, Bike Racks	6%	35%	Yes	In Catalog	Yes
Dominica Recreation Products (800) 432-0162 robd@gametime.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Ultrasite Furnishings	Benches, Bike Racks, Tables,	5%	30%	Yes	No	Yes
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Wabash Valley	Tables, Benches, Trash Cans	5%	32%	Yes	In Catalog	Yes
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Ultrasite	Site Furnishing Installation	N/A	45%	No	No	No
	Dumor Site Furnishings	Site Furnishing Installation	N/A	75%	No	No	No
	Wausau Tile, Inc	Site Furnishing Installation	N/A	100%	No	No	No
Top Line Recreation Inc. (386) 575-8359	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
info@toplinerec.com	Premier Polysteel	Benches, Tables, Trash Cans, Bike Racks	5%	45%	Yes	In Catalog	In Catalog
	Patterson-Williams	Benches, Tables,	5%	45%	Yes	In Catalog	In Catalog
	Frog Furnishings	Benches, Tables, Trash Cans,	5%	45%	Yes	In Catalog	In Catalog
	Dog on it Parks	Dog Park equipment	5%	42%	No	In Catalog	In Catalog
	MyTCoat	Benches Tables, Trash cans	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warrant

Playspace Services (321) 775-0600 info@playspaceservices.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Park Catalog/Highlands Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	N/A	N/A	Digital Copy	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Dumor Site Furnishings	Benches, Trash Cans, Bike Racks, Tables	2%	50%	Yes	Yes	Yes
	Anova Site Furnishings	Tables Benches, Trash Cans,	2%	50%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Ailler Recreation Equipment & Design (941) 792-	Murdock Fountains	Water Fountains	5%	27%	Yes	No	No
4580 MRECFLA@TAMPABAY.RR.COM	Wabash Valley	Tables, Benches, Trash Cans	5%	27%	Yes	In Catalog	In Catalog
	Recycle Design	Benches	5%	27%	Yes	No	No
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	5%	27%	Yes	No	Yes
	Madrax	Bike Lockers	5%	27%	www.madrax.com	No	No

		PLAYGROUND EQUIPMEN	T & STRUCTURES				
Distributor	Manufacturer	Playground Equipment & Structures	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Action Play	Boarders, Ramp Systems, Mats	5%	Priced Per Job	Yes	Yes	Varies Per Produc
	Bark Park	Dog Park Products	8%	35%	Yes	Yes	On Price Sheet
	Big Toys	Interactive Playgrounds	5%	35%	Yes	Yes	On Price Sheet
	Dynamo Playgrounds	Innovative Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Elephant Play	Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Everlast Climbing	Climbing Walls, Jungle Gyms, ect	10%	35%	Yes	Request Quote	In Catalog
	Free Note- Harmony Park	Musical Play Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Jensen Swings	Playgournd Swings, Slides	5%	Priced Per Job	www.jensenswing.c om	Yes	On Price Sheet
	Play & Park Structures	Playgrounds, Play Structures, Swings	10%	Priced Per Job	Yes	Yes	In Catalog
	Safety 1st Surfacing	Expand, Install, Renew, Relocate	5%	Priced Per Job	www.safetyfirstpla yground.com	Request Quote	On Website
	Sportsplay	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Play	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
dvanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Playcraft Systems	Playground Equip, Tables, Benches, Bike Racks	2%	37%	Yes	Digital Copy	Digital Copy
	Dynamo Playgrounds	Innovative Playgrounds	2%	37%	Yes	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	2%	37%	Yes	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	2%	60%	www.idsculpture.c	Digital Copy	Digital Copy

Playground Sets,

Superior Recreation Playgrounds

37%

Yes

Digital Copy

Digital Copy

2%

	Childforms	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	2%	37%	Yes	Digital Copy	Digital Copy
	Sportsplay	Playground Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
outhern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Playgrounds	Playground, Fitness Equip	5%	30%	Yes	??	Yes
	Sportsplay	Playground Equipment,	5%	30%	Yes	In Catalog	Yes
	Free Note- Harmony Park	Musical Play Equipment	5%	30%	Yes	??	Yes
	Ultra Play	Playground Equip, Dog Parks	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
ccle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Miracle/True North	Playground Equipment,	Tier System	30%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Henderson Recreation	Playground Equipment,	6%	35%	Yes	In Catalog	Yes
	Action Play	Boarders, Ramp Systems, Mats	10%	35%	Yes	In Catalog	Yes
	Sportsplay Equipment, Inc	Playground Equip	6%	40%	No	In catalog	Yes
	Big Toys	Playgrounds, Musical, Benches	6%	35%	Yes	In Catalog	Yes

Dominica Recreation Products (800) 432-0162 robd@gametime.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	GameTime	Playground Equipment,	10%	30%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561 JRose20@comcast.net	Kidstuff Playstystems	Playground Equpment	18%	20%	Yes	No	Yes
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playworld	Playground Equpment	5%	32%	Yes	No	Yes
Dynamo Industries, Inc (613) 446-0030 ivan.hoffmann@dynamoplaygrounds.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Dynamo Playgrounds	Playgrounds,	10%	45%	Yes	Yes	Yes
	Dynamo Playgrounds	Ropes Course	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Custom Products	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Nature Play	5%	42%	Yes	Yes	Yes
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Landscape Structures Inc	Playground Installation	N/A	40%	No	No	No
	Playcore Branded Products	Playground Insallation	N/A	45%	No	No	No
	GameTime	Playground Installation	N/A	45%	No	No	No
	Playworld Systems Inc	Playground Installation	N/A	40%	No	No	No
	Henderson Recreation	Playground Installation	N/A	45%	No	No	No
	Miracle Recreation	Playground Installation	N/A	45%	No	No	No
	PlayPower/Little Tikes	Playground Installation	N/A	45%	No	No	No

Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Percussion Play	Playground Equip	5%	55%	No	In Catalog	In Catalog
	YALP Playgrounds	Playground Equipment,	5%	55%	No	In Catalog	In Catalog
	BCI Burke Company	Playground Equipment,	7%	34%	Yes	In Catalog	In Catalog
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Landscape Structures Inc	Playground Equip	2%	50%	Yes	Yes	Yes
ller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Miracle Recreation Equip	Playground Equip	8-20%	27%	Yes	Yes	Yes
	Action Play	Boarders, Ramp Systems, Mats	5%	25%	No	No	No
	Elephant Play	Playgrounds	5%	25%	No	No	No
	Ultra Play	Playground Equip, Dog Parks	5%	27%	No	No	No
	UPC Parks	Nature Play	5%	27%	Yes	No	No
Playspace Services (321) 775-0600 info@playspaceservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playcraft Systems	Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Dynamo Playgrounds	Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	SRP R3	Recycled Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	N/A	60%	Digital Copy	Digital Copy	Digital Copy
	Childforms	Playground Sets,	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	N/A	37%	Digital Copy	Digital Copy	Digital Copy

Distributor	Manufacturer	Splash Features, Skate Parks, Outdoor Rec	SKATE PARKS, OUTDO Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Compac Filtration	Pads, Structures, Filtration	5%	Priced Per Job	Yes	Request Quote	Priced Per Job
	Spohn Ranch/True Ride	Skate Park	5%	Priced Per Job	www.spohnranch.com	Request Quote	On Website
	Madrax	Bike racks	5%	35%	<u>No</u>	Request Quote	On Website
	Waterworks International	Architectural Fountains, SplashPads	5%	Priced Per Job	www.waterworksinternational.com	Request Quote	On Website
	Zeager	Wood Carpet, Synthetic Turf,	5%	Priced Per Job	Yes	Request Quote	On Website
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Water Splash	Splash Parks	2%	75%	Yes	Digital Copy	Digital Copy
Playspace Services (321) 775-0600 info@playspaceservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Water Splash Installation	Splash Parks	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
nation () opset recorded.	Aquatix	Splash Pads, Water Playgrounds	2%	Included in price per SF	Yes	Yes	Yes

Distributor	Manufacturer	Surfacing	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dura Play	Safety Surface Systems	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Fibar	Playground Safety Surfaces	10%	Priced Per Job	Yes	Request Quote	On Website
	First Coast Mulch	Mulch, Erosion Control	5%	Priced Per Job	www.firstcoastmulch.com	Request Quote	On Website
	Forestry Resources	Mulches, Sod, Fertilizer, Sod	5%	Priced Per Job	www.gomulch.com	Request Quote	On Websit
	Innovative Mulching	Mulch	10%	35%	www.innovativemulching.com	Request Quote	On Websit
	PlayGuard	Surfacing for Patios, Playgrounds, Play Spaces	5%	Priced Per Job	www.playguardsurfacing.com	Request Quote	On Websit
	Playsafe Surfacing	Rubber Surface for playgrounds, play spaces	5%	Priced Per Job	Yes	Request Quote	On Websit
	Premier Tennis Courts	Tennis Court Surfacing	5%	Priced Per Job	No Website	Request Quote	No Websi
	Rubber Recycling/Playsafer	Recylced Rubber Mulch, Map	5%	Priced Per Job	Yes	Request Quote	On Websi
	Sand Lock Sandbox	Sandboxes, Accessories, covers	5%	Priced Per Job	www.sandlock.com	Request Quote	On Websi
	Shaw Industries	Carpet, Hardwood, Tile ect	5%	Priced Per Job	www.shawfloors.com	Request Quote	On Websi
	Stewart Tennis Courts	Tennis, Bocce, Basketball, Shuffleboard Courts	Priced Per Job	Priced Per Job	www.stewarttennis.com	Request Quote	On Websit

	Cedar Forest Products	Mulch	5%	72%	No	Request Quote	On Website
	East Coast Mulch	Mulch	5%	50%	No	Request Quote	On Website
	Tennis Unlimited	Tennis Court Sufacing	Priced per job	Priced Per Job	N/A	Request Quote	On Website
	X-Grass	Syntheitc Turf	5%	Priced Per Job	Yes	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Rubber Designs	Rubber Surface for playgrounds, play spaces	5%	5%	Yes	Digital Copy	Digital Copy
	Boiling Forest Mulch 4 You and Inovative	Mulch	5%	75%	No	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing	2%	75%	Yes	Digital Copy	Digital Cop
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463	No Fault	Rubber Surface for playgrounds, play	5%	Priced Per Job	Yes	Yes	Yes
	IMC-Nuplay	Rubber Mulch Nuggets	10%	Priced Per Job	www.imcoutdoorliving.com	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Cowart Mulch	Engineered Wood Mulch	10%	60%	Flyer	Attached to Flyer	Yes
	International Mulch Co	Recylced Rubber Mulch,	6%	50%	Flyer	Attached to Flyer	Yes
	USA Mulch	Natural Mulch	10%	60%	Flyer	Attached to Flyer	Yes`

		Discount Allowed Current MSRP							
	Manufacturer	Product	from MSRP	Installation Discount	Catalog Provided	Supplied	Warranty		
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Playmore Surfacing	Wood, Rubber Mulch	5%	varies-see price list	Flyer	Included in Flyer	Yes		
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty		
Playspace Services (321) 775-0600 info@playspaceservices.com	Boiling Forest Mulch 4 You and Inovative Mulch	Mulch Installation	N/A	75%	Digital Copy	Digital Copy	Digital Cop		
	Polysoft Surfacing	Recreation Surfacing Installation	N/A	75%	Digital Copy	Digital Copy	Digital Cop		
	Play Space Services	Surfacing Installation	N/A	Per Discount Catalog	Yes	Yes	Yes		
	Rubber Designs	Rubber Surface for playgrounds, play spaces Installation	5% or per discount catalog	5%	Digital Copy	Digital Copy	Digital Cop		
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty		
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Vitriturf	Cushioned Flooring	2%	Included in SF Price	Yes	Yes	Yes		
	No Fault Sport Group	Loose Rubber Mulch	2%	50%	Yes	Yes	Yes		
	Irvine Wood Recovery	Engineered Wood Mulch	2%	50%	Flyer	Yes	Yes		
	Robertson Recreatonal Surfaces	Rubber Synthetic Turi	2%	Included in SF Price	Flyer	Yes	Yes		
	No Fault Safety Surfacing	EPDM Bonded Rubbe Mulch, Synthetic Turf		Inculded in SF Price					
	Forever Lawn	Playground Grass	2%	Included in SF Price	Flyer	Yes	Yes		

	Hanover Specialties	Surfacing	2%	Included in SF Price	no	no	yes
	Tot Turf Safety Surfacing	Surfacing	2%	Included in SF Price	no	no	yes
	Irvine Wood Recovery	Surfacing	2%	75%	no	no	yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miller Recreation Equipment &	Fibar	Wear Mats, Acces	5%	27%	Yes	No	Yes
Design (941) 792-4580 RECFLA@TAMPABAY.RR.COM	Foerverlawn	Sythetic Grass	5%	27%	www.foerverlawn.com	No	No
	No Fault	Playground and Athletic Surfaces	5%	N/A	Yes	No	No
	Artificle Play Turf	Turf	5%	N/A	No	No	No
	Manufacturer	Product	Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc	Safety 1st	Rubber Surfacing	5%	N/A			
(386) 575-8359 info@toplinerec.com	Go Mulch	Playground Mulch	10%	N/A			
	Cowart Mulch	Playground Mulch	5%	N/A			
	Forever Lawn	Artificial Turf	5%	N/A			

Distributor	Manufacturer	Sports & Fitness Equipment	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilties,	5%	Priced Per Job	Yes	In Catalog	In Catalog
delinte anaprador	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website
			10%	Priced Per Job	Yes	Yes	On Website
	Gared Sports GT Grandstands	Team Sports, Fitness, Facilties, Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website
	JayPro Sports	Team Sports, Fitness, Facilties,	5%	Priced Per Job	Yes	On Website	Varies Per Produ
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.majordisplay.com	Yes	On Website
	National Recreation Systems	Bleachers, Benches	5%	35%	Yes	Yes	In Catalog
	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra-Action Fitness	Fitness Parks and Equiment	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy

	JayPro Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
		Bleachers, Press Boxes,					
	GT Grandstands	Benches	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	National Recreation Systems	Bleachers, Benches	6%	35%	Yes	In Catalog	Yes
	JayPro Sports	Team Sports, Fitness, Facilties,	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net	Sportsplay	Sports Equip	13%	20%	No	No	??
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Greenfields Outdoor Fitness Inc (888) 315-9037 sam@greenfieldsfitness.com	Greenfields Outdoor Fitness	Outdoor Fitness Equipment	2%	Varies	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Nevco Sports, LLC (618) 664-0360 sales@nevco.com	Nevco Sports, LLC	Scoreboards	10% Minimum	Available upon Request	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	40%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Musco Sports Lighting LLC (800) 825-6030 musco.contracts@musco.com	Musco Sports Lighting	Sports Lighting	Prices as listed	1	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Burke Fitness	Fitness Course	7%	34%	Yes	No	In Catalog
	Patterson-Williams Athletics	Sports Equip, Bleachers	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600		No. of the second		75%	Digital Copy	Digital Copy	Digital Cop

M. Gay Constructors, Inc.	M. Gay Constructors, Inc.	Sports Lighting	Prices as listed	N/A	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No
	Bison Sports	Sports Equip, Bleachers, Padding	5%	27%	Yes	No	Yes
Miller Recreation Equipment & Design (941) 792- 4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	GT Grandstands	Bleachers, Press Boxes, Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilties,	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy

Clay County Sports Lighting Bid Sheet

Manufacturer:

Musco Sports Lighting, LLC 100 1st Ave West, PO Box 808

Address: City, State, Zip Code:

Oskaloosa, IA 52577

Contact:

Amanda Hudnut 800-825-6030

Phone: Fax:

800-825-6030 641-672-1996

Email:

musco.contracts@musco.com

Federal ID#:

42-1511754

Terms-25% of contract price required with order. Balance due Net 30 days upon delivery.

All prices include delivery within Clay County, FL to the job site and are for the lighting system materials only.

Section 1: Musco Sports Lighting Price List

A. Light-Structure System™ with Total Light Control – TLC for LED® & SportsCluster® System with Total Light Control – TLC for LED®

Light-Structure System™ with Total Light Control – TLC for LED®

The Light-Structure System™ with TLC for LED® includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package. Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Total Light Control – TLC for LED® to original design criteria for 25 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 25™" document.

SportsCluster® System with Total Light Control - TLC for LED®

SportsCluster® System with TLC for LED® includes electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles or concrete bases). Utilizes existing sports lighting poles that are compatible with Musco's lighting system. Installation is NOT included in the pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the SportsCluster® System with Total Light Control – TLC for LED® to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™ document. The Constant 10™ warranty is contingent upon a site inspection.

FOOTBALL							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light- Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light- Structure FLC-LED Materials	Price for SportsCluster TLC-LED Materials
360, × 160,	50	30 FC	\$153,700	\$106,100	50 FC	\$234,100	\$156,100
360, × 160,	70	30 FC	\$187,300	5118,400	50 FC	S266,700	S168,600
360° x 160°	100.	30 FC	S219,100	\$118,700	50 FC	\$319,500	\$169,100
360° x 160°	120	30 FC	S237,800	\$130,700	50 FC	\$331,800	\$187,300



SOCCER							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light- Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light- Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
330x200	30'	30 FC	\$166,000	\$90,600	50 FC	S211,800	\$131,700
330x200	50	30 FC	\$166,000	S90,600	50 FC	\$224,400	\$143,800
360x210	30.	30 FC	\$166,000	\$90,600	50 FC	\$224,400	\$143,800
360x210	50"	30 FC	\$177,700	\$106,100	50 FC	\$257,100	\$164,500
360x225	30"	30 FC	\$178,600	\$106,100	50 FC	\$237,000	\$155,800
360x225	50"	30 FC	\$179,500	\$106,100	50 FC	\$271,500	\$170,200

Field Type	Field Size	Average Maintained Light Level (Inf'Out)	Price for Light- Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light- Structure	Price for SportsCluster TLC-LED
					(Inf/Out)	TLC-LED Materials	Materials
60' Base Path	200	30/20	\$107,400	\$70,300	50/30	\$119,200	\$78,800
60° Base Path	225	30/20	\$122,100	\$80,500	50/30	\$134,000	\$92,100
60° Base Path	250'	30/20	S127,200	\$80,500	50/30	\$149,900	\$103,000
60° Base Path	300	30/20	\$173,300	\$119,800	50/30	\$205,500	\$134,300
60' Base Path	320'	30/20	\$177,800	\$124,300	50/30	\$226,800	\$146,300
90' Base Path	300'	50/30	\$235,900	\$147,400	70 50	\$325,300	\$208,500
90' Base Path	325'	50/30	\$259,600	\$159,500	70/50	\$352,300	\$228,400
90' Base Path	350'	50/30	\$273,100	\$172,500	70/50	\$403,800	\$252,600
90° Base Path	320/360/320	50/30	S261,200	\$160,800	70/50	\$413,600	\$255,300
90' Base Path	330 400 330	50/30	\$366,200	\$212,600	70/50	\$464,600	\$281,000

TENNIS			
	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	\$69,500	\$49,400
3	50 FC	\$81,500	\$52,600
4	50 FC	\$81,500	\$52,600
6	50 FC	\$162,400	\$102,300
BASKETBALI	L - OUTDOOI	2	20.00
= Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	\$61,100	S44.300



BASKETBALL - INDOOR - 10 year parts and labor warranty		
# Courts	Light Level	Price for LED Material
1 - 94 x 50	80 FC	\$25,500

PARKING LOT	- 10 year part	s and labor warranty	
Parking Lot Area	Light Level	Price for LED Material	Price per Square foot (to be used for alternate size areas)
320° x 200°	1 FC	\$28,600	\$0.45/sq ft

- This pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixtures combinations are available and may add additional cost.
- 2. Sales tax, labor and unloading of the equipment is not included as part of the materials only pricing.
- Pricing is based on shipment of entire project together to one location. Delivery time of order, submittal
 approval, and confirmation of order details include voltage and phase and pole location is approximately 4-6
 weeks standard shipping.
- 4. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.
- B. Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology will be reduced by 15% on all field pricing packages on the bid form. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

Example: 360' x 160' Football @ 30FC (50' SETBACK)

\$153,700 X 15% = \$23,055

\$153,700 - \$23,055

Metal Halide Technology Pricing = \$130,645

Includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles with SportsCluster®). Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System ™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document.

C. Other Applications

	Cost	
Additional lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations	\$3,500	per fixture
Control-Link Retro fit Unit (material only)	\$8,500	per unit
Control-Link Unit - Multiple Services (material only)	\$6,700	perunit
Osprey Nest Platforms	\$3,000	each
TLC-RGBW Fixture	\$4,500	per fixture
LED Security Fixture (mount on Musco pole)	\$1,850	per fixture
LED Pathway Lighting (8' pole with LED fixture)	\$2,300	per pole
LED Area Lighting (15' pole with LED fixture)	\$2,250	per pole
LED Roadway Lighting (30' pole with LED fixture)	\$2,550	per pole
LED Bollard Lighting (42" pole with LED fixture)	\$800	per pole



Section II: Adders

- A. The above pricing is based upon 2017 FBC 130 mph. For each 10 mph increase in wind zone, the equipment price will increase by 10%.
- B. Florida Building Code, 2017 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.
- C. Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.
- D. Control-Link® Entertainment package will increase the equipment price by 5%.
- E. Control-Link® Entertainment+ package will increase the equipment price by 12%. Musco is not responsible for obtaining or any cost associated with music licenses.

Section III: Labor Costs

A. Pole Installation (price per pole)

74-37-4-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-	
Pole Height	LS 2017 FBC 130 mph Price
40'	\$4,150
50'	\$4,300
60'	\$4,600
70'	\$5,300
80'	\$6,450
90'	\$9,500
100'	\$11,550
110'	\$17,550

B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs. In addition, because wind zones sometimes impact pole size, there maybe a 10% increase in the cost of installation for each 10 mph increase in wind zone.

C.	Removal of Existing Concrete Poles	\$4,600 per pole
D.	Removal of Existing Wooden Poles	\$1,750 per pole
E.	Straighten Concrete Pole	\$5,000 per pole
F.	Patching Concrete Poles	\$4,000 per pole
G.	Installation of Fixtures on Existing Poles	\$6,000 per pole
H.	Installation of Control Link Retrofit	\$2,100 per unit
1.	Retrofit existing Gymnasium with LED	\$750 per fixture
J.	Site Inspection - Evaluation of existing lighting system	\$2,500 per project



Section IV: Electrical Costs

A. Service Options

Option A - 200 Amp Service (Section IV. A. 1)	\$12,650 each
Option B - 400 Amp Service (Section IV, A, 1)	\$21,300 each
Option C - 600 Amp Service (Section IV, A, 1)	\$25,900 each
Option D - 800 Amp Service (Section IV. A. 1)	\$28,750 each

B. Conduit, Pull Boxes and Conductors

1. Wiring from Panel to Contactors

 Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors. max distance of 10 feet

\$100 each

 Connect wiring from one 3 pole. 60 amp breaker to one 3 pole. 60 amp contactor using 3-#4 conductors, max distance of 10 feet

\$110 each

2. Wiring from Contactors to Poles

a.	2" PVC with (4) #1 THWN conductors	\$30 per foot
b.	2 ½" PVC with (4) 3/0	\$40 per foot
C.	4" PVC with (4) 500mcm	\$75 per foot
d.	(2) 4" PVC with (4) 300mcm	\$98 per foot

 Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

a	10	\$5,400	\$5.75 per foot
b	8	\$5,980	\$8.65 per foot
C	6	\$6,210	\$11.50 per foot

4. Pull Boxes

a.	Brooks 38T pull box with 8" x 8" x 6" PVC box	\$600 each
	Inside	
b.	Connect 4-#1 conductors from pull box to sports	
	lighting pole, maximum distance of 10 feet	\$150 each

C. Installation of Contactor Cabinets

a.	48" Cabinet	\$5,750 each
b.	72" Cabinet	\$8,650 each

D. Lightning Protection

1.	Surge Arrestor - protection at remote electrical enclosure	\$1,200 each
2.	Surge Arrestor - protection on line side of panel	\$9,900 each

E. Pole Grounding

1.	Provide and install ground rods for poles 70' and below	\$900 per pole
2.	Provide and install ground rods for poles 80' and above	\$1,450 per pole



Section V: Engineered Plans

A.	Electrical Engineering Drawings, sealed by P.E.	
	 Adder for 200 amp service 	

2.	Adder for 400 amp service	\$9,950 each
3.	Adder for 600 amp service	\$15,900 each
4.	Adder for 800 amp service	\$26,450 each

\$6,600 each

B.

Str	ructural Engineering Drawings, sealed by P.E.		
1.	Foundation and pole plans based on assumed soils	\$1,350 per project	
2.	Foundation and pole plans based on geotech report	\$3,300 per project	
Geotech report		\$9,950 per project	
Bonding (over \$200,000)		\$2,000 per \$100,000	
Sit	e survey	\$3,300 per project	
Project management		\$6,000 per project	

Section VI: Yearly Adjustments

C. D. E. F.

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.
- B. During the term of this contract, new products with improved technology may become available. Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated, increased costs of the new, improved technology.
- C. During the term of this contract if the State of Florida Building Code and/or wind speeds change. Musco reserves the right to adjust pricing accordingly.



M. GAY CONSTRUCTORS, INC. BID FORM ATTACHMENT OF UNIT PRICEES CLAY COUNTY FLORIDA

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUND

November 11, 2020

Request to RFP NO. 18/19-2

M. Gay Constructors, Inc. is properly licensed in accordance with Florida Statute 471.003 to perform design build projects. Our Florida Licenses are CGC1512259 and EC0001098.

1. Install Owner Furnished Sports Lighting Poles and Fixtures

Our price includes unloading, assembling, and installing the metal or concrete poles with standard foundations. Metal poles are installed on the concrete stud foundation supplied by Musco. Price does not include any special foundations such as, suspended bases, rebar or any hole diameter larger than 36" in diameter. No electrical field wiring or ground rods are included.

Install:

Mount Heights	Metal	Concrete
40' (10' Maximum inbed)	\$3,500.00	\$5,600.00
50' (10' Maximum inbed)	\$3,600.00	\$5,700.00
60' (10' Maximum inbed)	\$3,700.00	\$5,800.00
70' (10' Maximum inbed) 1 to 13 Fixtures	\$3,800.00	\$5,900.00
70' (15' Maximum inbed) 14 to 27 Fixtures	\$3,900.00	\$6,900.00
80' (15' Maximum inbed) 1 to 19 Fixtures	\$4,900.00	\$8,900.00
80' (15' Maximum inbed) 20 to 33 Fixtures	\$5,000.00	\$9,000.00
90' (15' Maximum inbed) 1 to 12 Fixtures	\$6,500.00	\$15,000.00
90' (15' Maximum inbed) 13 to 40 Fixtures	\$7,000.00	\$16,000.00
100' (20 Maximum inbed) 1 to 15 Fixtures	\$12,000.00	\$17,000.00
110'	\$19,000.00	\$24,000.00
120'	\$27,000.00	\$28,000.00

- 2. Install owner furnished fixtures on existing poles and wire to box bottom of of the pole. \$990.00 per fixture
- 3. Osprey Platform to be installed on new pole or existing pole. (New pole not included in price)

New Pole Exiting Pole \$3,000.00 each \$4,500.00 each

4. Field Electrical Wiring

Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

Circuit Size	Single Phase	Per Ft	Three Phase	Per ft Price
#12	\$5,200.00	\$2.84	\$4,150.00	\$3.56
#10	\$4,025.00	\$3.04	\$4,175.00	\$3.71
#8	\$4,400.00	\$4.52	\$4,600.00	\$5.65
#6	\$4,600.00	\$6.20	\$4,800.00	\$7.74
#4	\$5,000.00	\$8.82	\$5,200.00	\$11.04
#3	\$5,200.00	\$10.72	\$5,400.00	\$13.40
#2	\$6,200.00	\$11.52	\$6,400.00	\$14.40
#1	\$6,800.00	\$16.33	\$7,000.00	\$20.40
#1/0	\$7,800.00	\$20.04	\$8,000.00	\$25.05
#2/0	\$8,200.00	\$24.13	\$8,300.00	\$30.16
#3/0	\$9,400.00	\$30.09	\$9,700.00	\$37.61
#4/0	\$9,800.00	\$36.30	\$10,300.00	\$45.38
#250 mcm	\$11,500.00	\$44.79	\$11,800.00	\$56.00
#350 mcm	\$12,500.00	\$60.37	\$13,000.00	\$75.57
#500 mcm	\$21,000.00	\$81.05	\$27,000.00	\$101.29

5. Service

Amps	Single Phase	Three Phase
100	\$ 8,200.00	\$ 9,400.00
150	\$ 8,300.00	\$ 9,500.00
200	\$ 8,700.00	\$ 9,800.00
250	\$14,000.00	\$15,000.00
400	\$18,000.00	\$19,000.00
600	\$24,000.00	\$25,000.00
800	\$29,000.00	\$30,000.00
1000	\$33,000.00	\$34,000.00
1200	\$39,000.00	\$40,000.00
1600		\$45,000.00

Pricing is based upon the maximum Service Feeder length to be no more than 50' from the power source to the service.

6. Lighting Contactors Furnished and Installed

Contactor	Price
30 Amp	\$ 1,500.00
60 Amp	\$ 1,700.00
100 Amp	\$ 2,200.00
200 Amp	\$ 5,100.00
400 Amp	\$14,000.00

7. Install Owner Furnished Lighting Contactors

Contactor		Pr	<u>rice</u>
30 Amp		\$	600.00
60 Amp		\$	900.00
100 Amp		\$	1,100.00
200 Amp		\$	1,700.00
400 Amp			2,400.00
Provide Hourly Equip	nent and Labor		
45° Bucket Truck		\$	110. 00 per hour
30 Ton Crane	8 hr minimum	\$	225.00 per hour
50 Ton Crane	8 hr minimum	\$	300.00 per hour
70 Ton Crane	8 hr minimum	\$	375.00 per hour
100 Ton Crane	8 hr minimum	\$	250.00 per hour
	00 and Mob out \$4,500.00		
200 Ton Crane	8 hr minimum	\$	550.00 per hour
	00 and Mob out \$4,500.00		
Auger Truck	4 hr minimum	\$	175.00 per hour
Production Digger	8 hr minimum	\$	650.00 per hour
(Max auger 60"		Ψ	oso.oo per nou
Flat Bed Truck	4 hr minimum	\$	150.00 per hour
Water Truck	4 hr minimum	\$	150.00 per hour
Backhoe	7 III IIIIIIIIIIIIII		2,200.00 per day
Trencher			1,500.00 per day
Directional Boring	Up to 2"	\$	30.00 per foot
(1) 전투를 5시키다 그런 하상하면 하는 200명은 이렇게 100명 (1) 12 (February 1) 12	2 ½" to 4"	\$	45.00 per foot
Directional Boring	4 ½" to 8"	\$	65.00 per foot
Directional Boring	4 72 10 8	\$	
Electrician			95.00 per hour
Foreman		\$	95.00 per hour
Rigger		\$ \$	75.00 per hour
Helper			65.00 per hour
High Lift		-	9,500.00 per day
Tractor Trailer (Oversiz	zed loads)	\$	750.00 per hr. (plus permits
Pick up Truck		\$	35.00 per hr.
. Mark up on Material		20	0% Plus Tax
0. Per Diem rates outsid	le of Clay County	\$	650.00 per crew
1. Dumpster Fee		\$	2,000.00 per dumpster
2. Pole Demolition			
Wood Poles		\$	1,200.00 per pole
		7	- 1947-1957 - STORES - 1407-1975 - 第107-1975 - 19
Concrete Poles		\$	3,500.00 per pole

Price does not include transporting, disposing or relocating poles. All fixtures to be removed per this pricing.

13. Fill Dirt \$1,200.00 per 18 yd load

14. Storage Container \$1,500.00 per month per container

15. Provide Water Meter \$2,800.00

16. Provide Electrical Engineering – 14% of the total cost of the project. Total cost includes all owner furnished material.

GENERAL NOTES

- All Projects outside Clay County are subject to a fuel surcharge 5% of the total cost of the project.
- Access to all pole locations to be provided by others.
- · No repair of sod, sidewalk, concrete, asphalt, curbing, landscaping or utilities
- This pricing is based upon NORMAL drilling conditions. Any deviation from these conditions shall result in additional cost.
- No removal of dirt, debris or drilling spoils is included in this price.
- Pole locations shall be surveyed by others showing the location of grade
- Pole aiming points to be surveyed by others.
- A water source (such as a hydrant) shall be provided by others
- No permit or impact fees included
- A disposal area to place drilling spoils and drilling fluids is to be provided by others
- Pricing is based upon a one time mobilization for complete project. All additional mobilizations are to be priced accordingly.
- Pricing does not include and performance or payment bonds.
- Pricing does not include removal, disposal or remediation of hazardous waste
- We reserve the right to increase pricing on materials due to excessive market volatility



BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

May 24, 2022
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Betsy Condon, District 4, gave the Invocation.

PLEDGE

Retired US Navy Lieutenant Commander Edward E Tucker III, Supply Corps, led the Pledge of Allegiance.

Chairman Wayne Bolla said that Lieutenant Commander Tucker retired after 26 years of service in the United States Navy. He served as a Supply Corps Officer and completed three tours on ballistic-missile submarines Nebraska and Louisiana and served on guided-missile destroyer Gravely and submarine tender Emory S. Land. LCDR Tucker received various awards and medals during his career including a Joint Service Commendation Medal and Meritorious Service Medal, among others. He currently volunteers as the Committee Chairman for Scouts, BSA, Troop 309. Chairman Bolla thanked LCDR Tucker for his service.

LCDR Tucker noted that as Vice-Chairman Condon said this weekend is not easy for military families and asked that everyone pray for those who have lost loved ones that have worn the cloth for this nation.

CALL TO ORDER

Chairman Wayne Bolla called the meeting to order at 4:02 pm.

ROLL CALL

Present: Commissioner District 2 Wayne Bolla - Chairman

Commissioner District 4 Betsy Condon - Vice-Chairman

Commissioner District 1 Mike Cella

Commissioner District 3 James Renninger Commissioner District 5 Dr. Kristen T. Burke Absent: None

<u>Staff Present:</u> Howard Wanamaker - County Manager

Courtney K. Grimm - County Attorney Heather Boucher - Commission Auditor

PET ADOPTIONS

Teresa Capo, Executive Assistant, presented a PowerPoint presentation of pets available for adoption - Chicklet (dog) - Peep (dog) - Tiger Lily (cat) - Mimi (cat). See Attachment A. If you are interested in adopting a pet, contact - clayadoptions@claycountygov.com or call (904) 269-6342. Ms. Capo stated Clay County Animal Services also offers a community rabies and microchip clinic on the first Thursday of every month from 3:00 pm to 5:00 pm. The "Kitten Crew" is always looking for fosters. If you are interested, please contact clayfosters@claycountygov.com.

PROCLAMATIONS/RESOLUTIONS

1. National Safe Boating Week

Chairman Wayne Bolla said that May 21-27, 2022, is Safe Boating Week in Clay County. As the weather warms, this is the perfect time to remind everyone to boat responsibly. Accidents happen too fast to reach for and put on a stowed life jacket. Boaters should wear a life jacket when on the water that is in good condition and properly fitted.

Present to accept the Proclamation are members of the U.S. Coast Guard Auxiliary Flotilla 14-8:

- Chuck Whipple
- Dan Hess

Chairman Wayne Bolla read the Proclamation for the National Safe Boating Week.

Commissioner Mike Cella made a motion for approval of the Proclamation, seconded by Commissioner James Renninger, which carried 5-0.

Mr. Whipple said he and Mr. Hess volunteer with the Coast Guard as part of the auxiliary branch. They focus on recreational boating safety and teach classes in Green Cove Springs once a month with a marine deputy. Mr. Whipple thanked the Board for the Proclamation.

Mr. Hess noted that they are the civil branch of the Coast Guard and have roughly 30,000 members nationwide. The Auxiliary members wear silver, and the regular Coast Guardsman wear the gold. The Coast Guard is the only armed force with an auxiliary established by Congress. The time put in by the auxiliary is used by the Coast Guard along with their hours to go to Congress for funds. Mr. Hess said they are here in force to protect the coast, the waters, and you. So be safe when you are out on your boats, no

drinking if you are driving, and keep your passengers in line.

2. Memorial Day/Military Service Day

Chairman Wayne Bolla noted that May 30, 2022, is Memorial Day and Military Service Day in Clay County. Memorial Day is a federal holiday set aside on the last Monday in May to pay our respects to the military personnel who died while serving in the United States Armed Forces. In the words of Harry S. Truman, "Our debt to the heroic men and valiant women in the service of our country can never be repaid. They have earned our undying gratitude. America will never forget their sacrifices."

Present to help us honor our fallen soldiers and accept the Proclamation:

- Green Cove Springs Mayor Ed Gaw
- Green Cove Springs City Council Members
- NAS Jacksonville Base Commander Captain Jeff Hill Captain Hill was designated an unrestricted naval aviator in March 1999 and has flown MH-60R and SH-60B Seahawk helicopters throughout his extensive military career. On April 9, 2021, he became the 50th commanding officer of NAS JAX.

Commissioner James Renninger read the Proclamation for the Memorial Day/Military Service Day.

Chairman Wayne Bolla made a motion for approval of the Proclamation, seconded by Commissioner Kristen Burke, which carried 5-0.

Captain Hill thanked the Board for recognizing those that continue to serve and those that have served and gave the ultimate sacrifice. Often he talks about the relationship between NAS Jax and Clay County even though they are North of the border. So many of their individuals live and shop in Clay County. Their success, from a defense of our nation's perspective, could not be done without the support of Clay County. The success is inextricably linked to the men and women of Clay County. Captain Hill thanked the Commission for the Proclamation.

Mayor Gaw noted that Clay County is a military county and Green Cove, likewise a military city. If you have never been to RiverFest or the Memorial Day celebration in Spring Park, the park is one of the best-kept secrets of Northeast Florida. The event is the most sincere celebration, and every Veteran gets to speak and some of their stories you will take home with you. Mayor Gaw invited everyone to come celebrate; it is a day you will never forget. Mayor Gaw thanked the Commission and noted that it is always a pleasure working with them in every dimension.

Commissioner Renninger presented a PowerPoint to commemorate Memorial Day on Monday, May 30, 2022. See Attachment B. Commissioner Renninger said although some commemorate Memorial Day as the first day of Summer, the last day of the traditional school year, a day of good deal sales in the open market, or just another national holiday, this date is saved with much greater meaning. Although many have been

lost over the last 246 years of this republic, and he wanted to speak to a subgroup of about thirteen that exist within about seventy-five who have lost their lives in the last year. Thirteen brave men and women gave their lives during the extraction of forces from the Kabul Airport in Afghanistan on August 26th. Commissioner Renninger asked everyone to concentrate on the youth, the service, the diversity, and the families of the thirteen souls as we honor their service:

- Marine Corps Lance Corporal David L. Espinoza Rio Bravo, Texas -Laredo, Texas native, that embodied the values of America - grit, dedication, service, and valor. Lance Corporal Espinoza joined the Marine Corps to protect our nation. Lance Corporal Espinoza was 20 years old.
- Marine Corps Sergeant Nicole L. Gee Sacramento, California 2016
 Graduate of Oakmont High School. Days before her death, she posted a picture
 holding an Afghan child with a caption that said, "I love my job" the day of her
 death she posted at the back of a C-17 with the caption "escorting evacuees onto
 this bird." Sergeant Gee was 23 years old.
- Marine Corps Staff Sergeant Darin T. Hoover Salt Lake City, Utah Served valiantly as a marine and died serving his fellow countrymen as well as America's allies in Afghanistan. Sergeant Hoover was 31 years old.
- Army Staff Sergeant Ryan C. Knauss Corryton, Tennessee His wife Alena Knauss was quoted as saying, "It is the ultimate honor he could give back to his country." He knew in high school that he wanted to serve in the US Army. Staff Sergeant Knauss was 23 years old.
- Marine Corps Corporal Hunter Lopez Indio, California The son of two Riverside County Sheriff's officers-Captain Herman Lopez and Deputy Alicia Lopez, he planned on following in his parent's footsteps and joining the department as a deputy after his return from this deployment. Corporal Lopez was 22 years old.
- Marine Corps Lance Corporal Rylee J. McCollum • Jackson, Wyoming His father, Jim, told the NY Times that his son was helping with evacuations and guarding a checkpoint when the attack happened, and this was his first deployment. He had gotten married recently, and his wife is expecting their first child. Lance Corporal McCollum was 20 years old.
- Marine Corps Lance Corporal Dylan R. Merola Rancho Cucamonga, California - Graduated from Los Osos High School in Los Angeles - A lot of our students commit to the military when they get out of school, and we are so proud of them, said by a joint union high school district employee. He was also quoted as saying our hearts and prayers go out to his family and friends, and unfortunately, we have another Gold Star family in our district. Lance Corporal Merola was 20 years old.
- Marine Corps Lance Corporal Kareem M. Nikoui Norco, California Died helping to save families of Afghans who had aided the US Government. The understanding is that he rescued three families and in the process of saving children, translators that had worked with US Government. He passed off a child and went back into the crowd and that is when the bomb went off. Lance Corporal Nikoui graduated from Norco High School in 2019 where he was a member of JROTC. His father said he loved what he was doing and he always wanted to be a marine. Lance Corporal Nikoui was 20 years old.
- Marine Corps Sergeant Johanny Rosario Pichardo Lawrence, Massachusetts Assigned to the 5th Marine Expeditionary Brigade Naval Sport

Activity Bahrain. The Embassy of the Dominican Republic in Washington, DC offers its condolences to this young woman of Dominican origin. She is one of the victims of the recent terrorist attacks at the airport and was well known throughout the Marine Corps. Sergeant Pichardo was 25 years old.

- Navy Hospital Corpsman Maxton W. Soviak Berlin Heights, Ohio His family says that he was proud of being a Navy Corpsman and "Devil Doc" for the Marines (if you do not know what that means, the Marine Corps has no medics, the Navy provides them all). Max leaves behind a big family of twelve brothers and sisters. Corpsman Soviak was 22 years old.
- Marine Corps Corporal Daegan W. Page Omaha, Nebraska Joined the Marines after graduating from Millard South High School and grew up in Nebraska and Iowa. He had a tough outer shell but a giant heart and had these words tattooed on his chest "Death before Dishonor." Corporal Page was 23 years old.

Commissioner James Renninger said as you can see, these servicemen and women come from the Mid-West, the West Coast, and the East Coast; they came from every ethnicity and had family ties throughout the world. Each one left a mother, father, sister, brother, wife, child, friend, or a cherished shipmate behind. Our national anthem calls into question the durability of our nation with the final lyrics asking a question - "Oh, say does that star-spangled banner yet wave-O'er the land of the free and the home of the Brave." Let there be no mistake about it; as long as we have patriots such as these, our democracy will be enduring.

Commissioner Renninger invited everyone to the Memorial Day celebrations throughout the county on Monday, May 30, 2022:

- <u>City of Green Cove Springs</u> Memorial Day RiverFest at Spring Park 10:00 am to 9:00 pm
- <u>Town of Orange Park</u> Memorial Day Service at Magnolia Cemetery 9:00 to 10:00 am
- <u>City of Keystone Heights</u> Memorial Day Service at KH Memorial Cemetery -11:00 am
- Penney Farms Retirement Community Memorial Day Celebration 9:00 am

PRESENTATIONS

John Ward, Director of Emergency Management, addressed the Board regarding hurricane season. June 1, 2022, is the beginning of hurricane season. Mr. Ward gave a handout of a 2022 All-Hazards Preparedness Guide to the Commission. Anyone that has an association or group that is interested in having their team come and discuss preparedness, we would love to do so. They get a lot of questions asking if it will be an active season. There is a prediction of an above-average season; however, in 2020, there were 31 storms that had one of the record storms. 1992 was a slow season, but tell the people in South Florida that experienced Hurricane Andrew that was a slow season. Mr. Ward said it only takes one storm to impact our community. There were also significant impacts in Hurricane Matthew and Irma in 2016 and 2017. There was no landfall hurricane in our area; it was a sub-tropical system; by the time it got to us, it was still named a hurricane. There was not even sustained tropical storm forced winds; there was tropical storm-force gust, with trees down, power outages, and flooding from the

small isolated systems. Mr. Ward reiterated that it only takes one storm to affect our community. Mr. Ward noted that they had a great hurricane workshop yesterday. It was the first time they could bring the full EOC group together with all the partners in 2 years

APPROVAL OF MINUTES

- 3. Board of County Commissioner Meeting Minutes, May 10, 2022.
- 4. Finance and Audit Meeting Minutes, May 17, 2022.

Commissioner James Renninger made a motion for approval of the May 10, 2022, BCC meeting minutes and May 17, 2022, Finance and Audit meeting minutes, seconded by Commissioner Mike Cella, which carried 5-0.

PUBLIC COMMENTS

Chairman Wayne Bolla opened the floor for public comment at 4:30 pm.

Richard Klinzman, 1985 Timucua Trail, addressed the Board regarding his concern with the serious problem and what will continue to be a problem is the overgrowth in Clay County and the population increase that we are not ready for. Mr. Klinzman explained that his trip to the Olive Garden took over 90-minutes and should have been a 20-minute drive. On his usual drive today to the county, there are huge swathes of vacant land of what used to be a very nice forest. Three separate developments are going in the area, which looked to be tremendously huge, which would all empty into a two-lane road; we are not ready. Mr. Klinzman said, after listening to Mr. Ward's discussion about hurricane season, what happens if we have to evacuate. There are no plans to start dumping thousands and thousands of more cars onto an evacuation route to leave the county. Mr. Klinzman said if we had three people put a one-year moratorium in place on growth, and as long as those three were still here, he would beg you to extend it another ten years.

Hearing no other comments, Chairman Wayne Bolla closed public comment at 4:33 pm.

CONSENT AGENDA

- 5. Acceptance for Final Plat for Recording Rolling Hills Unit 2A (District 5, Commissioner Burke)
- Finance Business

The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1) FL Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various

finance related issues.

7. Consent Agenda Items from the May 17th, 2022 Finance & Audit Committee Meeting

Commissioner James Renninger requested to pull item six under the Consent Agenda for Finance Business.

Commissioner Mike Cella made a motion for approval of the Consent Agenda except item 6, seconded by Vice-Chairman Betsy Condon, which carried 5-0.

Commissioner James Renninger stated that he pulled item six because he noticed 20-25 computers were being sent to recycling. They are all newer than the ones he has in his home. Commissioner Renninger questioned the issue with those and whether there is a secondary use for those computers. If it gets approved tonight, the secondary option would be gone, and they would all go to recycling. They all are missing the hard drive as well, is that standard policy.

Troy Nagle, Assistant County Manager, explained those are surplus from the Tax Collector's office that slipped through the cracks of the normal process. They have spoken with the Tax Collector to make sure that those go through the county review in the future. Mr. Nagle said that the three-year life-cycle is what they normally rotate computers out at most county agencies. However, there is a use for those in our senior centers, libraries, or other entities that may not have access to newer technology. Mr. Nagle said the hard drive being removed is standard IT practice. Instead of trying to wipe the hard drive or potentially letting someone access proprietary data, they are destroyed. They will work with the Tax Collector, get possession of those computers, and put them into service somewhere.

Commissioner James Renninger made a motion for approval of the finance business except for the computers to research if they could provide use to another operation within the county, seconded by Commissioner Mike Cella, which carried 5-0.

DISCUSSION/UPDATES

There were no discussion/updates.

ITEMS FOR RATIFICATION

There were no Items for Ratification.

OLD BUSINESS

8. Approval of Opioid Litigation Participation Form for participation in the state-wide settlement agreement with Walgreens

Courtney Grimm, County Attorney, addressed the Board regarding the approval of the opioid litigation participation state-wide settlement agreement with Walgreens. The settlement would provide direct to the county over an eighteen-year period a little over \$1.1M and then to the regional fund that the county is a part of, approximately \$2.6M over eighteen years. This is the identical settlement participation form that has been presented to the Board previously.

Commissioner James Renninger said it is over an eighteen-year period, but when does it start. County attorney Grimm said there are a lot of different settlements; the Indio settlement is a lump sum that will be coming in pretty shortly during the summer. Walgreens is on track for the first payment to be made this summer. Commissioner Renninger asked if we had a plan. County Attorney Grimm said there is a team working on that plan. Commissioner Renninger suggested having a plan before the money starts flowing. Commissioner Kristen Burke agreed and asked who the committee was working on the plan. County Manager Wanamaker said there had been meetings with Lutheran Services down in Tampa. They receive roughly 50% of the monies in addition to the money that will come straight to the county. They have been very amenable to helping us build the plan. They were also working with Clay Behavioral and others in the county.

Chairman Wayne Bolla noted that before any monies are spent, the Board would like to review the plan and have a consensus before monies start going out. County Manager Wanamaker said no money would go out without Board approval.

Vice-Chairman Betsy Condon said in talking to Irene Toto at the meet your neighbor day in Keystone Heights; she had mentioned that through the grant with Lutheran Services, separate from this, Clay Behavioral had secured a location at the Winn Dixie Shopping Center in Middleburg to have the paramedicine individuals administer the medicine to start getting off drugs as well as see a counselor right then at that location. For those who may not know, 40% of our overdoses occur within a two-mile radius of that shopping center. Vice-Chairman Condon said she appreciated TJ Ward and his group with Project Opioid working with Ms. Toto and our paramedicine team to get that going. That grant has to go to a provider who is already providing services, and Clay Behavioral is doing that, so they could not give that grant directly to the county, but it would very much benefit the citizens of Clay County.

Troy Nagle, Assistant County Manager, reassured the Board that because this is not budgeted funds before even a dollar could be spent, the Board would have to see the budget resolutions to amend the budget. None of the money can be spent without it coming to the Board for approval.

Commissioner Mike Cella suggested nailing down a specific date to have a first draft come before the Board and plug in any of their thoughts. Maybe the first meeting in July. Commissioner Burke said she believes we should be proactive in having a plan. Commissioner James Renninger wanted to bring it to everyone's attention; we have been talking about two organizations that are targets for service in this regard, but there are others.

Following the continued discussion regarding organizations and bringing a draft of the plan to the Board at the second BCC meeting in July, Commissioner Mike Cella made a motion for approval, seconded by Commissioner James Renninger, which carried 5-0.

9. Solid Waste Management Brief

Milton Towns, Interim Director for Environmental Services, said as we begin our solid waste brief, Waste Management is present to give the Board a Clay County update.

Marcel Dalby, Area General Manager at Waste Management, presented a PowerPoint presentation to the Board with an overview and update regarding the solid waste brief. See Attachment C. Mr. Dalby said that just as a matter of information for the citizens, Advanced Disposal was acquired by Waste Management in November of 2020, and as a part of that, WM assumed the contract here in Clay County at that time. Mr. Dalby went through a guick summary of events for the residents.

- WM along with many other businesses struggled with labor shortages in the Spring of 2021 following the COVID pandemic and the related stimulus offerings that caused many employers to be under staffed.
- WM increased wages over 21% in a 6 month period in early 2021 in an efforts to combat this and began to offer at \$10K new hire bonus to all new drivers, spending \$54K/month.
- WM struggled to maintain service levels for Clay County throughout the summer.
- WM mobilized outside help and employed 3rd party companies to collect yard waste, spending over \$1.1M attempting to catch up.
- WM presented options to Clay County in July and the county voted to suspend curbside recycling and move to a citizens drop off model effective 8/16/21 at which time we were 10 drivers short.
 - This allowed WM to catch up on yard waste collections within two weeks and we have kept on scheduled with all garbage and yard waste services since.
 - WM and Clay County agreed to reduce the monthly bill by \$128K/month reduction - This is now \$133K/month reduction due to CPI increase effective January 2022.
 - WM also agreed to perform all roll-off hauls for the citizen drop-off center for no charge - We are averaging 154 hauls/month at a cost of \$32K/month.
- WM has increased wages another 15.5% effective February 2022 in an effort to combat the rising inflation, costing \$45K/month.
- WM Increased wages another 20% effective April 2022 to further the efforts to recruit and offset the continued rising inflation.
 - Current starting pay is \$24/hour. At 65 hours/week that is \$97K/year
 - 1 year ago, starting pay was \$16/hour. At 65 hours/week that was \$64K/year
- WM remains on schedule with all garbage and yard waste collections weekly as well as all citizen drop-off sites

Mr. Dalby gave information on the staffing data for when recycling was suspended and current data:

- Needed 40 Residential Drivers in August 2021
- When we suspended Recycling we had 30
- In January 2022 we added 2 garbage routes (to accommodate growth) taking our

need to 42

- Currently we have 27 Residential Drivers that are fully trained
- · Currently we have 8 drivers in training
 - Last week we offered 5 drivers, 1 withdrew, 1 no showed on first day
 - Last week we terminated 1 driver for safety and 1 new hire quit after 3 days of training
 - Since August WM has hired 21 and lost 17
 - Even at \$24/hour we continue to see low applicant flow of CDL drivers applying in Clay County, due to physical nature of the work and low population of CDL holders in and around Clay County

Mr. Dalby said, as the Commission had asked, they have prepared options for moving forward. The contract is through November of 2024. As part of the round-table they had two weeks ago, they have boiled it down to three options.

- 1. Maintain the course of citizens drop-off centers while we continue to hire Requires 42 Drivers and 42 Helpers:
 - WM is currently not charging the county \$133K/month, nor charging for the hauls from the citizen drop-off centers.
- 2. Move to a citizens drop-off model for the remainder of the contract WM has the drivers currently.
 - WM would add 2 more citizens drop-off centers for additional convenience
 (1 has already been added and the other would be WE Varnes Park)
 - WM is willing to offer an additional \$35K/month to the current \$133K credit.
- 3. Move to Every Other Week Recycle Requires 39 Drivers & 39 Helpers.
 - Full re-route would be required to rebalance garbage, set new zones/days for recycle and yard waste.
 - Annual calendar would be needed for EOW schedule communication.
 - This would be confusing for the residents: one day for garbage, another for yard waste and a different day every other week for recycling.
 - This would require significant new service limits of 2 bins only.
 - Enforcement would be difficult
 - Will cause resident confusion/frustration
 - Drop-off Centers would be removed
 - WM would still need to hire and retain 4 more drivers and 8 more helpers to implement.
 - WM would reinstitute the full rate (+\$133K/month) and offer a -\$17,500/month rate reduction given the lesser recycling curbside service.

Commissioner Kristen Burke noted that it was said that you need 42 drivers for regular pick-up, and if it is only every other week, how can you only need three less drivers for recycling. Mr. Dalby said only recycling would be every other week, and they would maintain the same services that they do today of weekly garbage and yard waste. So, it is only the recycle routes which at full service is nine routes, and we think if we move them into an every other week schedule, it will drop from nine routes to six to accommodate the entire county.

Commissioner James Renninger read 29 drivers - 29 helpers. Mr. Dalby said we have 27 drivers that are released to drive and eight additional that are in training so call it 35, but the other eight have to make it out of training. Commissioner Renninger said, and

nobody has to leave. Mr. Dalby answered that is right, yes, sir. Commissioner Renninger asked what the estimate was to get 39 drivers and 39 helpers. Mr. Dalby said that is a tough question; we struggle with turnover in this industry. WM is the lowest of all the big haulers with turnover, but it is a challenge. It is very difficult on the trucks, and as we head into the Summer season, the struggle is heat exhaustion is a number one reason people leave. It is very tough and physical work they do every day. Mr. Dalby said to answer your question, it is very hard to predict, but I would say with eight drivers in some stage of training, if five make it to being fully released ninety days from now, that would be good.

Chairman Wayne Bolla said he likes option one the best. He is not prepared to tell his constituents we are never going back to recycling pick-up. Another issue is, looking at his 401K, there may be a change in the economy pretty quick, and as that happens, a \$100K/year for a job to pick up garbage may not look so bad to people. Chairman Bolla said he would like to hold off before making that critical decision. Commissioner Renninger asked what critical decision. Chairman Bolla said his understanding is that if they go with option two, they will get rid of the extra trucks and never go back to pick up. Commissioner Renninger said his question is how long can they wait until option two goes away. Mr. Dalby said the idea with option two, if the county commits to that option, they will make changes not only in their permanent staffing but also in their trucking count to accommodate for that, not to pressure the county; it is not like that option is off the table today. As we get closer and closer to the end of the contract in November of 2024, that benefit begins to erode at some point. Commissioner Renninger said that is to his point; it will go away at some time. Chairman Bolla said in 2024; we renegotiate the entire contract anyway.

Commissioner Mike Cella said ultimately; we stay with option one, which is to continue going as we are moving along, hoping they are going to get to the magic number in terms of drivers and helpers to continue full service or possibly look at an alternate which would be every other week with the 39/39 instead of 42/42. Commissioner Cella said we have to continue the way we are going, which he recommended at the workshop meeting. At least that would give us an opportunity, if they get to 39/39, we could have the option to do recycling every other week, and if they get to 42/42, we can go back to regular service. However, we started this in August of last year, and now we are in June of this year, and we have seen that they are almost at a net-zero in terms of how many people they are bringing on and how many they are losing. Commissioner Cella said it behooves us to stay the course for our constituents, and hopefully, WM will be able to find the people to put us back on the kind of service that everyone expected we would be on. He does not see how going another direction would help us at all. Chairman Wayne Bolla believes going with option three would be a total disaster.

Following the discussion regarding the economy and options, the Board gave consensus to continue with option one.

Milton Towns, Interim Director for Environmental Services, presented a PowerPoint presentation regarding the solid waste brief to the Board. See Attachment D. Mr. Towns said at the May 10, 2022, workshop, the Board asked the staff to bring back several items for discussion or information. Those that will be discussed are:

- Disposal Allowance and Tipping Fees
- In-House Collection Cost

- Staff Recommendations
- Future Financial Discussions

Mr. Towns started the discussions for residential disposal and tipping fees. There was discussion to have a plan to amend the policy of allowing 500 lbs. of free disposal a week per residential address to a less generous, which would allow up to 13 tons per year, and that would be 500 lbs. per month, which is a 3 ton per year total. That would require staff to work with the attorney's office to amend the ordinance because that stipulation is in our solid waste ordinance. The residential disposal assessment covers the disposal cost for the availability of the collections centers, etc. There was a discussion about adjusting the rate. After further research, staff has recommended leaving that rate at \$72.00 per year per residential unit. Mr. Towns said that there was talk about adjusting the tipping fees at Rosemary Hill back to the 2015 rates. Tipping fees held steady from 1998 to 2015, and they were lowered in 2016. Mr. Towns referenced the graph in the presentation and said they put the calculated disposal rate effective October 1, 2022. That can be done because they have a cap on the CPI in this contract; this is a 4% CPI increase. The CPI for this year was just paid, and they anticipate it to double. Today, we are collecting less than it costs us to dispose of C and D for franchise haulers. So, this situation will grow worse next year without an adjustment. The rates per ton are a pass-through fee; if we collect \$40.00, that \$38.71 referenced is passed through directly to our contractor to dispose of the waste and does not include our overhead, salaries, or maintenance cost of all of our facilities. The difference in that is where we manage our operations, and that is why we are returning those tipping fees. The only one that would not be a 2015 rate would be the passenger tire rate. Our cost to process and properly dispose of tires continues to increase. Each time a bid goes out, that rate goes up, and we are close to being net-zero on that rate and possibly need to expand some to cover those costs.

Chairman Wayne Bolla said these fees are not going to show up on anyone's tax bill. Mr. Towns answered no, sir, these fees primarily affect commercial customers. The residents would still have the 500 lbs. a month free, covering most residents who come into our facility.

Mr. Towns moved to the discussion of the In-House collection service. The cost of providing the collection with county equipment and county staff was broken down by services. Mr. Towns referenced the graph that shows the garbage, recycling, and yard waste with the estimated number of trucks for automated side-load service, so carted collection for garbage and recycling and yard waste would still be rear-end loaders. With the garbage and recycling, drivers are needed, and with the yard waste, it is a driver and a helper on those trucks. These are the first-year personnel costs and the cost of buying the containers. That large amount on the containers would be a one-time cost. After that, you would have container purchases for replacement and new residents each year.

- Grand Total (Year One): \$41.55M
- Does not include disposal (currently \$9.24M/yr), truck general operating expenses (fuel, oil, repairs), supervisory, mechanics, or a new building for the truck shop. Also, 2021 legislation requires municipalities to provide 3 years notice AND 18 months receipts for any hauler displaced by municipalities starting their garbage service.

Chairman Wayne Bolla asked if we would incur the cost of the containers if we had to move to a different option. Mr. Towns said right, and our options would be: do we internalize that ourselves, or do we have a hauler do that with the RFP, and therefore it is collected over the period of the contract. Chairman Bolla said the cost of the truck if we leased them from someone, could we possibly set up a turn-key deal where we could get maintenance as well. Mr. Towns said they possibly have warranty work on the leases, but the leasee usually does the normal day-to-day maintenance.

Following the discussion of maintenance and the cost of hiring drivers in-house, Mr. Towns gave the staff recommendations for FY 2023:

- No change to the current Disposal Assessment Rate
 - o Re-evaluate after Transfer & Disposal Services bid award
- Change Free Disposal Allowance for Residents at Rosemary Hill
 - 500 lbs./month (3 tons/year) from 500 lbs./week (13 tons/year)
- Adjust Tipping Fees at Rosemary Hill Solid Waste Facility to rates as in 2015
- Solicit Request for Proposal for Collection Service Contractor

Chairman Wayne Bolla said they need to make three decisions and said let's discuss disposal for the residents. Chairman Bolla noted that he has an issue with this: you may have to take a tree down and use up all your allowance in one shot, and the way this is worded, we can only 500 lbs. a month. Is there any way to reprogram the system once you get to 3000 lbs. you would have to pay and take as much as they bring in for the first few months. Mr. Towns said they had come back with that recommendation because it is consistent with what they do now, it is 500 a week, and we changed it to 500 a month. To do it all at once probably would require reprogramming from our service provider of the scale system. We know it is a simple change to reset the count from every Monday to the first of each month. To track it annually and by address would take more, and the cost is unknown. Commissioner Kristen Burke noted that her husband went to the dump today, and it could be a couple of months before they go again, but they do not get to keep that 500 lbs. from the first month to the next month. Mr. Towns answered no, we do not do that now, and as it is now with the 500 lbs. weekly, it is a maximum of 500 per week. Commissioner Burke said we would not have to worry about it now, but as it was said, if I had a tree, I would like to be able to have the 500 lbs. from the previous month to go to this month if it is not used. Chairman Bolla said we are taking something away from everyone, but he is trying to make it equal. If you have an emergency, you could get rid of the stuff. Vice-Chairman Betsy Condon asked how many people this would apply to. Mr. Towns said relatively about 17% of our total households use the service at all in a given year. Vice-Chairman Condon asked if there was an idea of how many go over the 500 a month. Howard Wanamaker, County Manager, said very few. Vice-Chairman Betsy Condon said she would hate to see us take it on the chin from the small business owners that take advantage of the situation so that we can have a few residents take yard waste.

Commissioner Kristen Burke said what if there is a hurricane and we have a ton of trees come down in our neighborhood. Commissioner Mike Cella said in the past; the fees were waived; that is what we did with Hurricane Irma. Vice-Chairman Condon noted we have the commercial hand service that small businesses can call to enroll in that program, and they would be billed quarterly at the same \$226.00 a year. Mr. Towns said it is for those that generate residential volumes, small businesses, and churches. If they are in residential areas, the trucks are already in those areas. So they are eligible to have

their service combined with the residents on a quarterly invoicing from our offices. Commissioner Cella said the other aspect is that this is for Rosemary Hill; we still have the collection centers that people can bring things into and are not charged at all. Mr. Towns said that is right; there is no weighing there; it is by volume. Commissioner Cella asked if you could still bring trees into those centers. Mr. Towns answered yes, we have two centers that you can bring that into. Commissioner Cella said so it is not taking everything away; there are the collections centers as well as Rosemary Hill. Certain things can not be brought to the other centers but certainly gives people an option. Commissioner Burke said the people trying to buck the system can still go to those centers. Commissioner Cella said they can, but we still keep a short leash on how much they can offload. Commissioner James Renninger asked if that is because there is no scale. Mr. Towns answered no sir; it is so we can try to make sure we have the capacity to serve the residents that come. If someone brings a truck and trailer and fills up a container, we can not get them empty quick enough. Also, an important part of that is they try to mirror the curbside, so our volume limit is established to what folks put out curbside, so 1.5 cubic yards of material.

Vice-Chairman Betsy Condon made a motion for approval of bullet points 1, 3, and 4 of staff recommendations.

Commissioner Mike Cella asked if number 2 would be handled separately. Vice-Chairman Betsy Condon noted that requires an ordinance change.

Commissioner Mike Cella seconded the motion made by Vice-Chairman Betsy Condon, which carried 5-0.

Chairman Wayne Bolla said as long as we are prepared to waive fees, if there is an emergency, he will support number 3. He still thinks having 3000 lbs. a year is a better deal. But understands where staff is coming from trying to limit the theft of disposal service.

Following a brief discussion regarding the option of moving to 500 lbs. a month or 3 tons a year, Commissioner Mike Cella made a motion for approval to move to 500 lbs or 3 tons a year, seconded by Commissioner James Renninger, which carried 5-0.

PLANNING AND ZONING

There was no discussion for Planning/Zoning.

NEW BUSINESS

- 10. First Coast Connector from US 17 to County Road 218 (T. Nagle)
 - 1. Approval of naming of First Coast Connector Cathedral Oak Parkway
 - 2. Approval of Plat of Cathedral Oak Parkway (Reinhold Corporation)
 - 3. Approval of Plat of Cathedral Oak Parkway (Peters Creek Investment LLP)

4. Approval of Willow Springs Phase 2 Tract A Replat (Peters Creek Investment LLP)

Courtney Grimm, County Attorney, stated under item ten, there are 1 through 4, and items 2, 3, and 4 would normally be on placed Consent, but because they are contingent on the Board's decision, they are placed in this order.

Troy Nagle, Assistant County Manager, addressed the Board regarding the First Coast Connector from US 17 to County Road 218. Mr. Nagle said this is the naming of the FCC to be Cathedral Oak Parkway. In the agreement made with Reinhold, the Board gave them the ability to name the piece between CR 218 and SR 23. Staying within compliance with our addressing ordinance, the desire is to have one name from one end to the other.

- 1. Approval of naming the FCC Cathedral Oak Parkway
- 2. Approval of the plat for Cathedral Oak Parkway (Reinhold Corporation)
- 3. Approval of the plat for Cathedral Parkway (Peters Creek Investment LLP)
- 4. Approval of Willow Springs Phase Two Tract A Replat (Peters Creek Investment LLP)

George Egan, Reinhold Corporation, stated that they had been researching this for over a year. They reviewed over a hundred names. Trying to create a name that was historical to that area of Clay County. With many trips down to Clay County Archives looking through old plats and not finding a plat name they liked, they looked at surveyors' names and did not find anything they liked. Cathedral Oak was on the list of possibilities. Paul Reinhold was a very spiritual man. In his business affairs, his company newsletter was called the Cathedral Builder; that was kind of his ethos that he presented to his employees and the broader public. In the mid-80s, they started their nursery and created the Cathedral Oak, a beautiful tree that grows very straight with a nice round canopy. Mr. Egan said they thought about what this idea conveys to the community and people coming through. It is an oak tree; it has a nice ring and a nice historical relationship to the land and the Reinhold family. It could be a signature tree for the count. Their broader and longer-term aspiration is that the Cathedral Oak be associated with Clay County.

Commissioner Kristen Burke asked if there would be cathedral oak trees on Cathedral Parkway. Mr. Egan answered yes.

Commissioner James Renninger made a motion for approval of items 1 through 4, seconded by Commissioner Mike Cella, which carried 5-0.

11. Partial Easement Release Lot 37 Spring Creek at Eagle Harbor, 2509 Sunny Creek Drive, for Pool Construction (District 1, Comm. Cella)

Courtney Grimm, County Attorney, addressed the Board regarding the partial easement release of Lot 37, Spring Creek at Eagle Harbor 2509 Sunny Creek Drive for pool construction. Ms. Grimm said engineering and the CDD had approved the request.

Vice-Chairman Betsy Condon asked if this gives them more land to build the pool.

Courtney Grimm, County Attorney, said that is correct because we have determined that we do not need that easement. The easement was for access to the pond, but the CDD maintains that pond.

Commissioner Mike Cella noted that one house away, there is an easement that would allow us to get to the pond if need be.

Commissioner Mike Cella made a motion for approval, seconded by Commissioner James Renninger, which carried 5-0.

- 12. Award of RFP No. 21/22-33, CDBG Junk/Debris Removal and Approval of Agreement (V.Hapner/K.Thomas)
 - 1) Approval to accept staff's evaluation and award RFP No. 21/22-33, CDBG Junk/Debris Removal to 904 Junk Removal company at the unit prices submitted in the proposal. Approval will be effective after 72 hour period for protest has expired.
 - 2) Additional approval of the accompanying Agreement with 904 Junk Removal at the specified rates listed in Attachment B. Services under this Agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.
 - 1. 904 Junk Removal = 88.66
 - 2. Conner Construction and Demolition = 84

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

Karen Smith, Director of Administrative and Contractual Services, addressed the Board regarding the award of the RFP 21/22-23, CDBG for junk/debris removal, and the accompanying agreement with 904 Junk Removal. Ms. Smith reiterated that this would cover the bid award and the agreement if approved. It was issued as an RFP to look at their qualifications, availability, and equipment to remove the junk and debris. Ms. Smith said this is related to the CDBG entitlement community grant. 904 Junk Removal was low in all categories and is the recommendation to the Board.

Chairman Wayne Bolla said he was surprised only to have two companies respond to the RFP; how many were sent out. Ms. Smith said it was sent out to nineteen companies.

Vice-Chairman Betsy Condon made a motion for approval, seconded by Commissioner Burke, which carried 5-0.

 Award of Bid No. 21/22-34, CDBG - Demolition & Removal Services and Accompanying Agreement (K.Smith/V.Hapner)

- 1) Approval to post notice of intent and award Bid No. 21/22-34, CDBG Demolition & Removal Services to Conner Construction and Demolition at the individual rates provided in the proposal. Approval will be effective after the 72 hour period of protest has expired.
- 2) Additional approval of the accompanying Agreement with Conner Construction and Demolition at the specified rates listed in Attachment B. Services under this agreement will be assigned by Task Order/Purchase Order. Services must be completed by September 30, 2022 unless an extension is approved.

Funding Source: Community Development Block Grant Fund / All Grants Organization / Community Development Block Grant FY21-27 / CDBG Program-Entitlement Funding / Other Aids (Individuals)

Karen Smith, Director of Administrative and Contractual Services, addressed the Board regarding the award of Bid 21/22-34, CDBG for demolition and removal services and the accompanying agreement with Conner Construction and Demolition. Ms. Smith said this item is very similar to item 12; it is the demolition and removal of mobile homes. This is for the applicants that qualify for the program. All removals and demos will be disposed of at the county landfill. There was only one bid on this item, Conner Construction, and Demolition.

Chairman Wayne Bolla asked how many of these were sent out. Ms. Smith said it was sent to eighteen companies, and this is something we do not normally put out to bid; it is only through the CDBG program. Chairman Bolla asked if we could change something on the bidding to get more interest. Ms. Smith said no, sir, we still vet the applications through the community service department.

Commissioner James Renninger said we just awarded to 904, and the losing contractor was Conner, and now we are awarding them. Ms. Smith said they bid on both bids. However, the demolition of mobile homes is a much bigger task.

Commissioner James Renninger made a motion for approval, seconded by Commissioner Kristen Burke, which carried 5-0.

CONSTITUTIONAL OFFICERS

No comments by Constitutional Officers.

COMMISSION AUDITOR

Heather Boucher, Commission Auditor, had no comment.

COUNTY ATTORNEY

Courtney Grimm, County Attorney, said that next Tuesday, May 31, 2022, would be the final hearing for the Charter Review Commission; at that time, they also plan to submit their final report. They will bring forward that report to the June 14, 2022, BCC meeting, and if they determine to move anything forward, they would ask you by resolution to forward those to the Supervisor of Elections. County Attorney Grimm said at the last meeting the Board had asked about the time frame for any board amendments; she spoke with the Supervisor of Elections, and mid-August would be the deadline.

Chairman Wayne Bolla noted that they are allowed to add something to the ballot as a referendum as a board. Commissioner James Renninger asked if they could modify the CRC's recommendations. County Attorney Grimm answered no, and if the Board has any interest, it does have to be advertised and has to be by ordinance, so incorporate that into your timeframe.

COUNTY MANAGER

Howard Wanamaker, County Manager, said to follow up regarding the all-hazard preparedness guide. It is a brand new document with a checklist to prepare yourself and your family should a mishap or an emergency arise in Clay County. Most importantly, the graphics for the evacuation zones have been updated. See attachment G. That information is also available via pdf on our website.

County Manager Wanamaker said to add to the events for Memorial Day the College Drive Initiative has a Memorial Day food truck event on Friday, May 27, 2022, at the St. Johns River State College from 6:00 pm to 8:00 pm with a moment of silence at 7:00 pm. County Manager Wanamaker noted that the next Green Cove springs Food Truck event would be on Friday, June 10, 2022, from 5:00 pm to 9:30 pm.

County Manager Wanamaker said they just received notice from the Florida Department of Health that the community needs to be concerned about; it will go out on social media very soon if it has not been already. It is an issue of a health alert for the presence of harmful blue-green algae toxins alert for Doctors Lake, specifically in the Mill Cove area. This is in response to a water sample taken on May 17, 2022. The public should exercise caution in and around Doctors Lake, Mill Cove area. Do not drink, swim, wade, or use personal watercraft, water-ski, or boat in waters with visible bloom. You should wash your clothing and skin with clean water, and any fish caught should be washed off. The FDEP analysis algae bloom, and you can report this online to the FDEP. They also have a toll-free number - 1-855-305-3903. You can also report fish kills to the Florida Fish and Wildlife Research Institute - at 1-800-636-0511. County Wanamaker said if you should have symptoms from exposure to this algae bloom or any aquatic toxin, call -1-800-222-1222 to speak to a poison specialist immediately.

Commissioner Kristen Burke asked if they test regularly. County Manager Wanamaker answered yes, they do test regularly. Commissioner Burke asked if it could spread. County Wanamaker said it could spread normally in the Doctors Lake area because the St. Johns is constantly moving and has a wider body of water. Therefore, it is more

susceptible in the Doctors Lake area.

Commission Mike Cella said with the hurricane season starting June 1, 2022, many new people in our area may not be aware of the evacuation zones. Maybe at the announcement of hurricane season, we could do a push to get that information out to people. County Manager Wanamaker noted that Annaleasa Winter, PIO, has been working on that information and would get that out to the community. Chairman Bolla said one of the takeaways he received from those preparedness sessions is that when the evacuation order goes out, the roads get packed up pretty quickly. When you get the evacuation order and look up and see the sun shining, understand these hurricanes come in pretty quick, and once it is here, it is too late to move. We will put the order out when we think it is imperative to get people moving. It may be that you go somewhere else, and the hurricane does not come in, and everything is okay, and that is great; just remember you did the right thing.

Commissioner James Renninger recognized Mr. Eric Anderson from the Regional Council, and he may want to add information for preparation.

Eric Anderson, Emergency Preparedness Manager for the Northeast Florida Regional Council, said the data provided to your county was provided last year. The county has looked at that data and amended the evacuation zones based on the new science that has come in. So they have worked hand and hand with the county over the last year and feel assured they have taken a good look at where those inundation areas could be.

TIME CERTAINS

 Collective Bargaining Agreement between Clay County and the Clay County Fire/Rescue Professionals Unit "B", International Association of Firefighters Local 3362B - Fiscal Years 2022-2024

David Motes, Assistant County Manager/Public Safety, addressed the Board regarding the collective bargaining agreement between Clay County and the Clay County Fire/Rescue Professionals Unit "B," International Association of Firefighters Local 3362 for Fiscal years 2022-2024. Mr. Motes stated this is the second piece of the bargaining agreement brought to the Board at the previous meeting. He also thanked President Soles and his team for successful negotiations and the County Manager and his team for the group effort.

Lieutenant Soles reiterated the thanks from the union side and the guys on the street and to the citizens if they did not hear it last time and the County Manager and Ms. Grimm; she has worked very hard.

Vice-Chairman Betsy Condon made a motion for approval, seconded by Commissioner Mike Cella, which carried 5-0.

15. 5:00 p.m. or as soon thereafter as can be heard - Adoption of Resolution approving the execution of an Interlocal Agreement with the City of

Jacksonville, Florida (the Issuer), approving the issuance by the Issuer of its Health Care Facilities Revenue Bonds (Baptist Health), Series 2022

Courtney Grimm, County Attorney, addressed the Board regarding the adoption of the Resolution approving the execution of an Interlocal Agreement with the City of Jacksonville, Florida, approving the issuance of its health care facilities revenue bonds (Baptist Health).

Jeff Stephenson, Vice President, Operational Finance for Baptist Health, addressed the Board regarding this item. Mr. Stephenson said Baptist Health wants to do up to a \$200M tax-exempt bond issue for a multi-campus expansion plan. Baptist Health is specifically seeking the Board's approval to use up to \$100M of that money to expand the Clay Campus. The Clay Campus is building a 102-bed hospital. The hospital will bring additional health care services and approximately 400 additional jobs to Clay County.

Vice-Chairman Betsy Condon asked if this is in addition to the already being built hospital. Mr. Stephenson said this is for the hospital currently being built. Chairman Bolla asked if this would affect the County's credit rating. Mr. Stephenson said it will not. Chairman Bolla asked for clarity regarding the County underwriting a loan. Mr. Stephens said the County is not. Chairman Bolla stated that the Board has to approve it for clarity, and Baptist Health is letting the Board know what it is doing. Mr. Stephenson said it has to be approved by the Board to receive a tax-exempt bond issue. Mr. Stephenson noted Baptist Health is a solid and stable organization with a stable AA bond credit rating.

Courtney Grimm, County Attorney, noted the City of Jacksonville, Florida, is hearing the same item tonight.

Chairman Wayne Bolla opened the floor for the public hearing at 5:36 pm.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 5:36 pm.

Commissioner Kristen Burke made a motion for approval of the Resolution and the Interlocal Agreement, seconded by Commissioner Mike Cella, which carried 5-0.

 5:00 p.m. or as soon thereafter as can be heard - Final Public Hearing to consider REZ-2022-04. (District 5, Comm. Burke) Planning Commission voted 6-0 to recommend approval. (M. Brown)

This application is to rezone a 2.07 acre parcel on Henley Road from PS-1 to LA RF. The parcel is located within the LAMPA. The purpose of the rezoning is to allow for the development of a single family residence by the owner.

Mike Brown, Zoning Chief, presented a PowerPoint presentation to the Board regarding the final hearing for REZ-2022-04, an application to rezone a single parcel of 2.07 acres from PS-1 to LA RF. See Attachment E. The applicants are Barry Beasley and Hae Chauncey, and the property is a vacant lot off Henley Road. Mr. Brown noted that the

purpose of the rezoning is to allow for the owner's development of a single-family residence. In 2015, the parcel was rezoned from AR-1 to PS-1 (Ordinance 2015-32). The parcel has frontages on both Henley Road and Simmons Trail. Section 3-23 33B.A.1. of the LDC requires the county to rezone undeveloped properties to the base zoning district for each land use. The subject parcel is located in Lake Asbury Rural Fringe land use. The base zoning for the LA RF land use is LA RF. The PS-1 zoning district allows for Churches, Synagogues, and Temples; together with educational and recreational facilities owned, maintained, and operated by any such Church, Synagogue, or Temple and accessory to it; together with rectories, convents and parsonage. A rectory or parsonage is a residence for a member of the clergy. Mr. Brown noted that in the presentation, there is a map that shows the surrounding zoning and an aerial view of the property. The staff has reviewed the application and determined that the request is compatible with the surrounding area and recommends approval of application Z-22-04 along with the execution of an agreement that limits the development of the subject parcel to one single-family dwelling unit. The CAC recommended approval of the change.

Commissioner Mike Cella asked for clarification on the agreement and if that is with the county and the owner. Mr. Brown said that it is and would carry forward if the property was sold. Chairman Wayne Bolla asked what would happen once the moratorium lifts in a year. Mr. Brown said the agreement would stay in place, and it would take an act of the Board to change it.

Chairman Wayne Bolla opened the floor for the public hearing at 5:42 pm.

Jim Ryan, Chairman of the Lake Asbury-Penny Farms CAC, stated that the applicant was at their meeting and assured the committee that there would only be one residence built on the property. The committee voted unanimously to approve REZ-2022-04 with that assurance.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 5:43 pm.

Commissioner Kristen Burke made a motion for approval to include the agreement, seconded by Commissioner Mike Cella, which carried 5-0.

17. 5:00 p.m. or as soon thereafter as can be heard - Final Public Hearing to consider adoption of LDC 2022-02. (District 5 Comm. Burke) Planning Commission voted 3-3 on a motion to approve. (M. Brown) Proposed text amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

Mike Brown, Zoning Chief, presented a PowerPoint to the Board regarding the final hearing for LDC-2022-02, a proposed text amendment to Article III, Section 3-33 B.B.6.a.i, of the LDC. See Attachment F. It would allow specified drive-thru uses in the Lake Asbury Village Center zoning district. Mr. Brown said the intent of the Lake Asbury Village Center zoning district was for commercial uses to be "in a compact, walkable form accessible by a sidewalk." Select drive-thru uses are only allowed in the Lake

Asbury Activity Center zoning district within the LAMPA. The applicant has requested an amendment to the Lake Asbury Village Center zoning district to allow specific drive-thru uses in this district. The specific uses that would be allowed with a drive-thru include delicatessens & sit-down fast food, pharmacies, laundry, dry cleaning, and banks.

Permitted Uses:

 Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (without with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or car wash facilities; tobacco and related shops; private clubs; libraries and museums: retail outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drive-thru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and dry cleaning (with drive-thru but pickup station only); telephone sales and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (without with drive-through thru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000 square feet.

Mr. Brown said that staff has reviewed the changes and recommends approval of the proposed changes as set forth above. The proposed change was presented to Lake Asbury CAC as an informational item. There was general support for the proposed change. Planning Commissioner voted 3-3 on a motion to recommend the proposed LDC change approval.

Mr. Brown noted the applicant could not be present because he has tested positive for COVID. Courtney Grimm, County Attorney, said the applicant has been watching and is available to answer questions via phone should the Board have any questions.

Chairman Wayne Bolla opened the floor for the public hearing at 5:47 pm.

Jim Ryan, Chairman of the Lake Asbury/Penny Farms CAC, said that the applicant was present at the meeting on May 27, 2022. The Committee discussed the proposal for an extended time. The Committee was not asked for a recommendation and did not have a recommendation.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 5:48 pm.

Commissioner Kristen Burke said she spoke to four people on the Committee. The committee members said only one person was against it. The concern is the number of drive-thrus in the Village Center. Commissioner Burke told them 65% of the Village Centers could be residential, which leaves 35% business. The Committee was very excited about Dunkin Donuts, specifically in Lake Asbury. Commissioner Burke said the Committee was more comfortable once they spoke. The Committee said the majority of feedback from people has been for it. Vice-Chairman Betsy Condon said she favors this because it allows people to have less contact when ill. Commissioner James Renninger said he has an issue with this because the master plan was supposed to be a walk-up type Village Center. His other concern is the Board had expressed their desire for more sit-down, higher-end restaurants. Dunkin Donuts, McDonalds, and Burger King do not fit that category. There are plenty of places to stop, and there are other opportunities for those businesses to go elsewhere. Commissioner Burke noted it would be nice to have the convenience of having a Dunkin Donuts or dry cleaners in Lake Asbury instead of driving to Fleming Island for those services. Vice-Chairman Condon noted the Board did not pass anything saying we do not want fast food in Clay County. The Board eliminated the mobility fee credits for fast food restaurant incentives. Commissioner Renninger said that effort incentivized high-end restaurants and disincentived fast-food restaurants. Commissioner Mike Cella said he would defer to the people who live there and support what they want. Chairman Bolla said he agrees with Commissioner Renninger about incentivizing as many sit-down restaurants as possible, but he is also not going to stand in the way of Lake Asbury getting a Dunkin Donuts. Vice-Chairman Condon noted the ordinance says a business can only have a drive-thru if it also has sit-down seating. Commissioner Cella said that upscale restaurants added a drive-thru component during the pandemic, and it is still successful.

Commissioner Kristen Burke made a motion for approval, seconded by Vice-Chairman Betsy Condon, which carried 4-1 with Commissioner James Renninger in opposition.

18. 5:00 p.m. or as soon thereafter as can be heard - Final Public Hearing to consider REZ-2022-03. (District 1, Comm. Cella) (M. Brown)
This item is being Continued to June 28th. The Fleming Island Citizen Advisory Committee continued this item from April to May, therefore the Planning Commission won't hear this item until its June meeting. This application is to rezone a single parcel (114 Canova Street) totaling 1.61 acres from AR (Agricultural Residential) to PS-1 (Private Services).

Mike Brown, Zoning Chief noted that application REZ-2022-03 has been requested for a continuance until the June 28, 2022, BCC meeting. Due to advertising the item there would need to be a public hearing.

Chairman Wayne Bolla opened the floor for the public hearing at 5:33 pm.

Hearing no comments, Chairman Wayne Bolla closed the public hearing at 5:33 pm.

Commissioner Mike Cella made a motion for approval of the continuance, seconded by Commissioner James Renninger, which carried 5-0.

 5:00 p.m. or as soon thereafter as can be heard - First Public Hearing to consider LDC-2021-14. Planning Commission voted 6-0 to recommend denial of the Code changes.(M. Brown)

This application has been Withdrawn by the Applicant. The application was a proposed text amendment to Article III Section 3-5(am), pertaining to the Mini-Warehouse conditional use criteria.

LDC-2021-14 has been withdrawn by the applicant. No hearing required.

20. 5:00 p.m. or as soon thereafter as can be heard - Workshop Topic - Public Hearing to consider Transmittal of CPA-2022-04. (E. Lehman) This item has been Withdrawn by Staff. It will be amended and readvertised at a later date. The item was a proposed change to LA TRA Policy 1.1.3 which includes reference to the Lake Asbury Adequate Public Facilities (APF) fee. The BCC adopted the mobility fee that addressed the financial system referenced in the policy, including financing many, but not all, of the APF roadways. This change to the policy addresses the construction costs of the entire APF system.

Staff has withdrawn CPA-2022-04. No hearing required.

LETTERS FOR ACTION

21. Discussion of Appointments to the Clay County Housing Finance Authority

Applications were received from Roger Higginbotham and James Ryan for the re-appointment of their seats on the Clay County Housing Finance Authority.

Chairman Wayne Bolla opened the floor for the discussion of appointments to the Clay County Housing Finance Authority. Applications were received from Roger Higginbotham and James Ryan for re-appointment to their seats.

Commissioner James Renninger made a motion for approval to receive both Mr. Roger Higginbotham and Mr. James Ryan for re-appointment to their seats, seconded by Vice-Chairman Betsy Condon. Which carried 5-0.

22. Acceptance of Resignation From Susan Hill - Tourist Development Council

Susan Hill submitted her resignation from the Tourist Development Council effective June 1, 2022.

Chairman Wayne Bolla opened the floor for the discussion to accept Susan Hill's

resignation from the Tourist Development Council. Ms. Hill submitted her resignation to be affected on June 1, 2022. Commissioner Mike Cella noted that Ms. Hill had been an excellent active member of the TDC for many years. She is retiring. Commissioner Cella said the TDC is losing someone really good, and it will be hard to find someone to fill the seat.

Commissioner Mike Cella made a motion for approval to accept Ms. Susan Hill's resignation from the Tourist Development Council, seconded by Vice-Chairman Betsy Condon, which carried 5-0.

Commissioner James Renninger said to let the record reflect the Board reluctantly accepts Ms. Hill's resignation.

LETTERS OF DOCUMENTATION

23. Bid Opening Tabulations

Bid Opening Tabulation for May 10, 2022:

A. RFQ No. 21/22-41, Sponsor/Developer for Homeless Stabilization Under the Clay County SHIP Program

24. Charter Review Commission Minutes March 29, 2022

Chairman Wayne Bolla acknowledged the Letters of Documentation.

COMMISSIONERS' COMMENTS

Chairman Wayne Bolla opened the floor for the public comment at 6:17 pm.

Hearing no comments, Chairman Wayne Bolla closed the public comment at 6:18 pm.

Commissioner Mike Cella noted it is Memorial Day weekend and encouraged everyone to be careful driving. There is an expected 8% increase in driving nationwide this year compared to last year, with approximately 39M drivers. The Florida Department of Highway Safety and Motor Vehicles began a campaign in April to encourage drivers to stay focused on the road and not allow themselves to be distracted driving. According to their research, there were 233 distracted accidents in Clay County last year. Commissioner Cella wished everyone a good and happy Memorial Day weekend. He encouraged everyone to remember why we have Memorial Day and honor our US military personnel.

Commissioner James Renninger noted the Military Appreciation Luncheon is this Thursday, May 26, 2022, from 11:30 am to 1:00 pm. Commissioner Renninger said he is not sure if there are any seats available. Commissioner Renninger expressed his concern with the timing of receiving the financial information before the Finance and Audit meeting. He said he needed enough time to look at it. He reiterated there were thousands of dollars worth of computers that could be used within the County. Not using

good policy and procedure will waste constituents' money. Commissioner Renninger requested to receive the information sooner. Howard Wanamaker, County Manager, noted that Lisa Streeper, Clay County Comptroller, is out on leave, and therefore, the financial information did not go out. The staff noticed mid-day. County Manager Wanamaker apologized for the oversite.

Vice-Chairman Betsy Condon noted it had been a busy couple of weeks since the last BCC meeting. Several events have taken place. One of those events was the Topping Out Ceremony for the free-standing HCA Emergency Room in Middleburg. It has great accessibility to top-notch healthcare, adding to our St. Vincent Hospitals. The second event was The Blue Star Memorial at Middleburg-Clay Hill Library. It was a beautiful ceremony in which the First Coast Highlanders played. She encouraged everyone to stop by and see the newest Blue Star Memorial from the Middleburg Garden Club. Finally, vice-Chairman Condon noted she shared speeding concerns on social media and had citizens report excessive speeds on one particular road in Keystone Heights. Richard Smith, Engineering Director for Clay County, shared the speed data with the Sheriff's Office. The Sheriff's Office was able to set up some speeding traps. One resident got creative and created a sign that said "speed trap ahead," complete with pinwheels. Vice-Chairman Condon said Michelle Cook, Clay County Sheriff, said it is Sheriff approved to report speeding traps using signs as long as there are little pinwheels. It did get people to slow down, which is the intent. The Sheriff's Office is stepping up speed patrols throughout the summer in undisclosed locations. People are driving excessively all over the County. Crime is down. However, vehicle accidents are up. Vice-Chairman Condon proposed an accessibility council to allow for groups with accessibility challenges to make recommendations to the Board on ways to make Clay County more accessible. Commissioner James Renninger said there are other shortfalls in the County, including a Cultural Council, Sixty-four other counties in Florida have one, but Clay County does not. Commissioner Renninger recommended looking into all the areas of a shortfall, recommending which to pursue, and the timeline for pursuit. Commissioner Renninger said disabilities are tough to navigate. He shared a story about a phone call he received from a citizen. A woman shared that her adult daughter barely survived COVID and is now disabled with a small child. This woman says she does not have the resources to care for her daughter and granddaughter.

Commissioner James Renninger said maybe social services could look at that, but accessibility is a real problem. Vice-Chairman Condon said we modified Moody Park. They thought they had upgraded the swings but instead removed the one swing that those with different abilities could use. An Accessibility Council could help with those types of situations. Commissioner Renninger said Orange Park is installing a wheelchairaccessible walkway around Clarke House Park. Vice-Chairman Condon said they were able to place two bingo machines in two senior centers, and the others are still missing parts. However, they are coming soon. The two centers that do not have their bingo machines yet do not play bingo as often as Orange Park and Middleburg. The machines are movable, which means they are being moved around the room, into different areas, and allows for more accessibility for seniors. Howard Wanamaker, County Manager. gave a brief update on the senior centers, which were being updated and received minor repairs. The kitchen project at the Green Cove Springs Senior Center is moving along nicely. Commissioner Kristen Burke said she had been asked about the Keystone Heights Senior Center. County Manager Wanamaker said they would be coming soon. Vice-Chairman Condon said the Keystone Heights Senior Center's big attraction is

cards.

Commissioner Kristen Burke expressed her concern over the proposed Clay County Business Tax. Commissioner Burke said she has been doing quite a bit of research since the last meeting. She is noted as a business owner. She is accustomed to business requirements to start and maintain a business. She believed the original proposal to be a business registry. However, it has become a business tax. She did not see it as a business tax, but the County had no choice and must call it a business tax. She has received many phone calls from concerned business owners. Commissioner Burke noted she truly wants to have a Clay County business registry, but if there is no enforcement, what good will this business tax do. She has spoken to numerous organizations that deal with businesses. Every single organization said this is a waste of County money and time. The County will have to hire more employees. According to other counties with the business tax, it is not worth it. Commissioner Burke asked why we need to depend on a business tax to know businesses are safe. She asked for staff to explore other options to ensure business safety. Commissioner Burke noted she believes the Board was trying to do something good by exploring a business registry but does not believe the business tax is the way forward. Commissioner Burke shared that her oldest and only son is getting married next Friday. She requested prayers.

Howard Wanamaker, County Manager, asked the Board to direct staff regarding the business tax issue. Chairman Wayne Bolla called for a motion regarding the business tax.

Commissioner Kristen Burke made a motion not to move forward with a business tax, seconded by Vice-Chairman Betsy Condon, which carried 3-2 with Chairman Wayne Bolla and Commissioner James Renninger opposing.

Chairman Wayne Bolla read a note from the Chairman of the School Board. The note said

 "Clay County Schools rank number 4 by niche after careful analysis of multiple data points from the US Department of Education including state test scores, college readiness, graduation rates, SAT and ACT scores, teacher quality, and public district ratings."

Chairman Bolla noted that Clay County was 18th in the state not too long ago, and now Clay County is in the top five. A good school district attracts good businesses with good employees. It is a big deal for the economic development team. Congratulations to the school district.

Hearing no other business, Chairman Wayne Bolla adjourned the meeting at 6:37 pm.

Attest:	
Tara S. Green	
Clay County Clerk of Court and Comptroller	Chairman or Vice-Chairman

Ex Officio Clerk of the Board

Acronym Definitions

- ACT American College Testing
- AR-1 Agricultural/Residential
- BCC Board of County Commissioners
- CAC Citizens Advisory Committee
- CDBG Community Development Block Grant
- CDD Community Development District
- CR County Road
- CRC- Charter Review Commission
- EOC Emergency Operations Center
- FCC First Coast Connector
- FDEP Florida Department of Protection
- FY Fiscal Year
- JAX Jacksonville
- JROTC Junior Reserve Officers' Training Corps
- LA RF Lake Asbury Rural Fringe
- LAMPA Lake Asbury Master Plan Area
- LCDR Lieutenant Commander
- LDC Land Development Code
- MH-60R Multi-Mission Helicopter
- NAS Naval Air Station
- PIO Public Information Officer
- PS-1 Private Services
- REZ Rezone
- RFP Request for Proposal
- RFQ Request for Qualifications
- SAT Scholastic Assessment Test
- SH-60B Anti-Submarine Helicopter
- SR State Road
- TDC Tourist Development Council
- WM Waste Management

Attachment "A" Pet Adoptions

Clay County Animal Services

Pet Adoptions





Chicklet CLAY-A-1697

SEX: Spayed Female

BREED: Mix Breed, 8 Weeks Old, 5.9 lbs.

LOCATION: CCAS Main Shelter in Green Cove

Springs

ABOUT: Chicklet came in with her 7 siblings and her mom. Chicklet is very playful and will need her normal puppy manners training. We believe she is a cattle dog mix so her weight range should be around 50lbs. She is looking for an active family with plenty of room to play.

Chicklet is up to date on her age appropriate vaccines and is microchipped.



Peep CLAY-A-1701

SEX: Neutered Male

BREED: Mix Breed 8 Weeks Old, 8.15lbs

LOCATION: CCAS Main Shelter in Green Cove

Springs

ABOUT: Peep came in with his 7 siblings and his mom. Peep is very playful and will need his normal puppy manners training. We believe he is a cattle dog mix so his weight range should be around 50lbs. He is looking for an active family with plenty of room to play.

Peep is up to date on his age appropriate vaccines and is microchipped.



Tiger Lily CLAY-A-2136

SEX: Spayed Female

BREED: Domestic Short Hair, 1 Year Old

LOCATION: CCAS Main Shelter in Green Cove

Springs

ABOUT: Tiger Lily came in with her sister Water Lily and a litter of kittens that they were coparenting. Now that the kittens are ready for their new homes, so is Tiger Lily. She is very sweet and loves attention, she would make a great addition to any family.

Tiger Lily has had her age appropriate vaccines and she is microchipped.



Mimi CLAY-A-2164

SEX: Spayed Female

BREED: Domestic Short Hair, 2 years Old

LOCATION: CCAS Main Shelter in Green Cove

Springs

ABOUT: They don't come much sweeter than Mimi, just look at her face. Mimi came to us as a stray and quickly stole our hearts. She is very sweet and she loves to lounge around on her soft blanket.

Mimi is up to date on all of her age appropriate vaccines and microchipped.

If you are interested in adopting please email us at

clayadoptions@claycountygov.com or call at 904-269-6342



Join our "Kitten Crew" We need fosters, if interested please contact clayfosters@claycountygov.com



www.facebook.com/ClayCtyAnimals www.claycountygov.com

Attachment "B" Memorial Day Presentation

Memorial Day May 30, 2022



Commissioner James Renninger



Four things support the world: the learning of the wise, the justice of the great, the prayers of the good, and the valor of the brave.

Lance Cpl. David L. Espinoza

Rio Bravo, Texas



Sgt. Nicole L. Gee

Sacramento, California



Marine Corps
Staff Sgt. Darin T. Hoover
Salt Lake City, Utah



Army

Staff Sgt. Ryan C. Knauss

Corryton, Tennessee



Cpl. Hunter Lopez

Indio, California



Lance Cpl. Rylee J. McCollum

Jackson, Wyoming



Lance Cpl.
Dylan R. Merola

Rancho Cucamonga, California



Lance Cpl. Kareem M. Nikoui

Norco, California



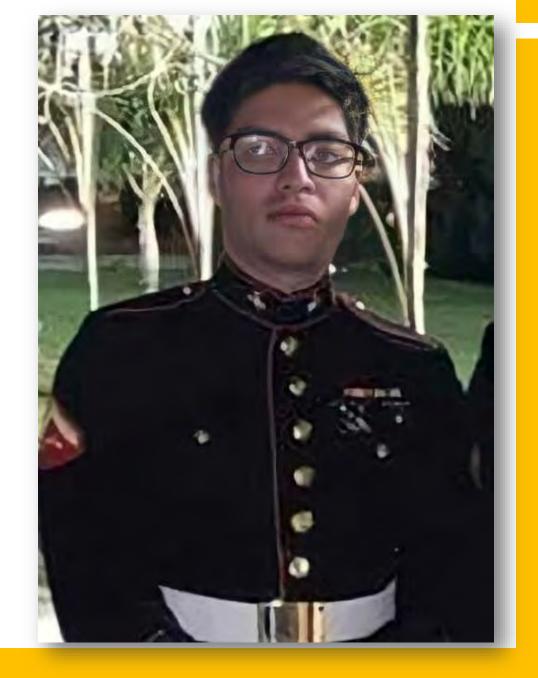
Sgt. Johanny Rosario Pichardo

> Lawrence, Massachusetts



Cpl. Humberto A. Sanchez

Logansport, Indiana



Lance Cpl. Jared M. Schmitz

St. Charles, Missouri



Navy Hospital

Corpsman Maxton W. Soviak

Berlin Heights, Ohio



Marine Corps Cpl. Daegan W. Page Omaha, Nebraska



Attachment "C"

Waste Management Presentation



Summary of Events

- Labor shortage became prevalent in spring of 2021 following state and federal government's enhanced unemployment and COVID related stimulus offerings
- WM increased wages over 21% in a 6 month period in early 2021 in an efforts to combat this and began to offer at \$10K new hire bonus to all new drivers, spending \$54K/month
- WM struggled to maintain services levels for Clay County throughout the summer
- WM mobilized outside help and employed 3rd party companies to collect yard waste, spending over \$1.1M attempting to catch up
- WM presented options to Clay County in July and the county voted to suspend curbside recycling and move to a citizens drop off model effective 8/16/21 at which time we were 10 drivers short.
 - This allowed WM to catch up on yardwaste collections withing two week and we have kept on scheduled with all garbage and yardwaste services since
 - WM and Clay county agreed to reduce the monthly bill by \$128K/month reduction
 - This is now \$133K/month reduction due to CPI increase effective January 2022
 - WM also agreed to perform all rolloff hauls for the citizen drop-off center for no charge
 - We are averaging 154 hauls/month at a cost of \$32K/month
- WM has increased wages another 15.5% effective Feb 2022 in an effort to combat the rising inflation, costing \$45K/month
- WM Increased wages another 20% effective April 2022 to further the efforts to recruit and offset the continued rising inflation.
 - Current starting Pay is \$24/hour. At 65 hours/week that is \$97K/year
 - 1 year ago, starting pay was \$16/hour. At 65 hours/week that was \$64K/year
- WM remains on scheduled with all garbage and yardwaste collections weekly as well as all citizen dropoff sites



Staffing Data

- Needed 40 Residential Drivers in August 2021
- When we suspended Recycling we had 30
- In January 2022 we added 2 garbage routes (to accommodate growth) taking our need to 42
- Currently we have 29 Residential Drivers that are fully trained
- Currently we have 6 drivers in training
 - Last week we offered 5 drivers, 1 withdrew, 1 no showed on first day
 - · Last week we terminated 1 driver for safety and 1 new hire quit after 3 days of training
 - Since August WM has hired 21 and lost 17
 - Even at \$24/hour we continue to see low applicant flow of CDL drivers applying in Clay County, due to physical nature of the work and low population of CDL holders in and around Clay county



Options Moving Forward

1. Maintain the course of citizens drop-off centers while we continue to hire Requires 42 Drivers and 42 Helpers

 WM is currently not charging the county \$133K/month, nor charging for the hauls from the citizen drop-off centers

2. Move to a citizens drop-off model for the remainder of the contract WM has the drivers Currently

- WM would add 2 more citizens drop-off centers for additional convenience (1 has already been added and the other would be WE Varnes Park)
- WM is willing to offer an additional \$35K/month to the current \$133K credit

3A. Move to Every Other Week Recycle

Requires 39 Drivers & 39 Helpers

- Full re-route would be required to rebalance garbage, set new zones/days for recycle and yardwaste.
- Annual calendar would be needed for EOW schedule communication
- This would be confusing for the residents: one day for garbage, another for yardwaste and a different day Every Other Week for Recycling
- This would require significant new service limits of 2 bins only
 - Enforcement would be difficult
 - Will cause resident confusion/frustration
 - Dropoff Centers would be removed
- WM would still need to hire and retain 4 more drivers and 8 more helpers to implement
- WM would reinstitute the full rate (+\$133K/month) and offer a -\$17,500/month rate reduction given the lesser recycling curbside service



Service Options Chart

	•	OPTION 1	OPTION 2	OPTION 3A				
SER	VICE LEVELS	OI IIOIT I	OF FIGURE	OI HOW SA				
0								
	Carla a ma	Weekly	Weekly	Weekly				
	Garbage	All Rear Load	All Rear Load	All Rear Load				
	Yard Waste	Weekly	Weekly	Weekly				
	raiu waste	All Rear Load	All Rear Load	All Rear Load				
				EOW				
	Recycle	Drop Off Untill	Drop Off Untill End	All Rear Load				
		Staffed	of Contract	(Bins)				
	Citizen Drop Off	6 Sites	7 Sites	None				
SER	VICE LIMITS							
		Current Contract	Current Contract	Current Contract				
	Garbage	Limitations	Limitations	Limitations				
		Elithations	Elithations	Elithations				
	Yard Waste	Current Contract	Current Contract	Current Contract				
	Talu waste	Limitations	Limitations	Limitations				
	Recycle	None	None	2 Bin Limit				
	Neoyele	140110	140110	2 Bill Lillin				
	Citizen Drop Off	en Drop Off Recycle		None				
	ometric copies		Recycle					
DED	CONNEL NIFEDO (TOTAL)		*WE Varnes Park					
PER	SONNEL NEEDS (TOTAL)	40	21	20				
	DRIVERS	42	31	39				
	HELPERS	42	31	39				
RATES								
IVAI	Monthly Total	\$ 721,700	\$ 686,700	\$ 837,900				
	Full Service Total	\$ 855,400	Ψ 000,700	Ψ 037,700				
	i dii sci vice i stai	Ψ 000,700						





Attachment "D" Solid Waste Brief

Solid Waste Brief May 24, 2022



AGENDA

- 1. Disposal Allowance & Tipping Fees
- 2. In-House Collection Cost
- 3. Staff Recommendations
- 4. Future Financial Discussions



1. Residential Disposal & Tipping Fees

- Free Disposal for Residents at Rosemary Hill
 - Amend Ordinance to 500 lbs./month (from 500 lbs./week)
- Disposal Assessment
 - Current Rate \$72.00/year
- Adjust Tipping Fees at Rosemary Hill (to 2015 Rates)

Landfill Tipping Fees		Current Tipping Fee	Disposal Rate As of Oct. 1, 2022		New Tipping Fee	
Class I - Franchise	\$	40.00	۲	38.71	\$	47.00
Class I - Non-Franchise*	\$	50.00	۶	36.71	\$	57.00
C&D - Franchise	\$	30.00		21 54	\$	37.00
C&D - Non Franchise*	\$	40.00	\$	31.54	\$	47.00
Yard Waste - Franchise	\$	30.00	ć 22.02		\$	37.00
Yard Waste - Non-Franchise*	\$	40.00	\$	23.83	\$	47.00
Tires, Passenger	\$	210.00	\$	190.00	\$	240.00
*rate paid by residents after the 500 pounds free						

2. In-House Curbside Collection Services

Cost to provide collection with County equipment and County staff

	<u>Garbage</u>	Recycling	Yard Waste
Туре	ASL	ASL	Rel
# Trucks	24	13	10
Cost Trucks	\$12M	\$6.5M	\$5M
# Drivers / Helpers	22	11	18
Cost Drivers year 1	\$2.3M	\$1.05M	\$1.7M
Containers	\$6.5M	\$6.5M	\$0
Annual Subtotal by Line of Business	\$20.8M	\$14.05M	\$6.7M
Grand total (year 1)			\$41.55M

Does not include Disposal (currently \$9.24M/yr), Truck general operating expenses (fuel, oil, repairs), supervisory, mechanics or new building for truck shop. Also, 2021 Legislation requires municipalities to provide 3 years notice AND 18 months receipts for any hauler displaced by municipalities starting their own garbage service.

3. Staff Recommendations

- No change to current Disposal Assessment Rate
 - Re-evaluate after Transfer & Disposal Services bid award
- Change Free Disposal Allowance for Residents at Rosemary Hill
 - 500 lbs./month (3 tons/year) from 500 lbs./week (13 tons/year)
- Adjust Tipping Fees at Rosemary Hill Solid Waste Facility
- Solicit Request for Proposal for Collection Service Contractor

4. Future Financial Discussions

- Solid Waste Collection Fund
 - Recycling Options
 - Collection Assessment Rate Step Increase

- Solid Waste Disposal Fund
 - Solid Waste Facilities Capital Improvement Plan

Attachment "E" REZ-2022-04



BOARD OF COUNTY COMMISSIONERS

Z 22-04

Public Hearing

May 24, 2022

APPLICATION INFORMATION

Applicant: Barry Beasley & Hae Chauncey

Request: Zoning change of 2.07 acres from PS-1 to LA RF

Location: Henley Rd. and Simmons Tr. (LAMPA)

Planning Dist. Penney Farms/Asbury

Comm. Dist. 5 - Commissioner Burke

Planning Comm. Hearing: May 3, 2022 voted 6-0 to recommend approval.

BACKGROUND

Vacant parcel in the LAMPA.

In 2015, the parcel was rezoned from AR-1 to PS-1 (Ordinance 2015-32).

Sec. 3-33B.A.1. of the LDC requires the County to rezone undeveloped properties in the LAMPA to the base zoning district for each land use.

The subject parcel is located in Lake Asbury Rural Fringe land use. The base zoning for the LA RF land use is LA RF.

The County adopted Ordinance 2021-48 in Nov. 2021 that placed a temporary moratorium on any proposed land use or zoning change which would increase the allowable residential density of any parcel within the LAMPA.

ZONING & AERIAL





FINDINGS and RECOMMENDATION

Under the existing PS-1 zoning, a residential unit would be allowed to house a member of the clergy on the subject parcel.

The requested change in zoning to LA RF would allow the parcel to be developed with single family residence, however, at a density of 1 to 3 units per acre.

The purpose of the rezoning is to allow for the development of a single family residence by the owner.

Staff has reviewed the application and determined that the request is compatible with the surrounding area and consistent with the future land use designation.

Planning Commission voted 6-0 to recommend approval of the proposed rezoning; provided an Agreement is executed which limits the development of the parcel to 1 single-family residential unit.

The CAC voted to recommend approval of this change at their May 12th meeting.

Staff recommends approval of application Z-22-04; provided that there is an executed Agreement which limits the development of the subject parcel to 1 (one) single family dwelling unit.

QUESTIONS

Attachment "F" LDC-2022-02



BOARD OF COUNTY COMMISSIONERS

Code Change LDC-22-02

2nd Public Hearing

May 24, 2022

APPLICATION INFORMATION

Applicant: Frank Miller, Gunster Law Firm

Request: Amendment to Article III Section 3-33 B.B.6.a.i, of the Land Development Code to

allow specified drive-thru uses in the Lake Asbury Village Center zoning district.

Planning Commission on May 3, 2022 voted 3-3 on a motion to recommend approval.

OVERVIEW

The Lake Asbury Village Center zoning district does not allow drive-thru uses.

The intent of the Lake Asbury Village Center zoning district was for commercial uses to be "in a compact, walkable form accessible by sidewalk".

The applicant has requested an amendment to the Lake Asbury Village Center zoning district to allow drive-thru for delicatessens & sit down fast food, pharmacies, laundry and dry cleaning, and banks.

PROPOSED TEXT CHANGES

Permitted uses:

Uses serving neighborhoods such as florists, shoe repair, dry cleaners, service establishments such as barber or beauty, artist or photographic studio, dance or music studio, tailor or dressmaker, jewelry, bakery (non-wholesale), gift shop, travel agent, video rental, delicatessens & sit down fast food (without with drive-thru); retail alcohol/beer/wine sales for on-premise or off-premise consumption; retail sales of beer and wine at establishments commonly known as convenience stores only pursuant to licensure by the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation, for off-premises consumption only; the sale of gasoline without garage, car repair, or carwash facilities; tobacco and related shops; private clubs; libraries and museums; retail outlets for the sale of food, toiletries, sundries, notions and drugs including pharmacies with drivethru; leather goods and luggage; household appliances; sporting goods; hobby shops; pet shops, school, colleges/universities; supplies and veterinarian services (not kennels); television, audio/video and radio sales (including repair); home and/or office supplies/equipment, computers, software sales and/or rentals; furniture (new and antique); shoe sales and repair; Laundromat, laundry and dry cleaning (with drive-thru but pickup station only); telephone sales and repair; government/public offices; printing/copying/mailing outlets; books, magazines and stationery; lawn/garden/hardware; gymnasiums and physical fitness centers; bed and breakfast facilities; awards and trophies; eye wear and hearing aid sales and service; and similar uses. Places of worship, day care centers, nursing homes, and assisted living facilities are also allowed. Café/restaurant, bank (without with drivethrough thru), gourmet food store and individual medical and professional office uses are allowed when limited in size to 3,000 square feet.

RECOMMENDATION

The application is a request to amend the Land Development Code to allow specific drive-thru uses in the Lake Asbury Village Center zoning district.

Proposed change was presented to Lake Asbury CAC as informational item. There was general support for the proposed change.

Staff has reviewed the proposed changes and recommends approval of the proposed changes as set forth above.

Planning Commission voted 3-3 on a motion to recommend approval of the proposed LDC change.

QUESTIONS

Attachment "G" Evacuation Zones

AY COUNTY EVACUATION ZONES St Johns River 配面 Ži WarnenRd Decoy Rd Clay County Putnam County Legend **Evacuation zone information is available** online at Alert.ClayCountyGov.com **Evacuation Zones** M Lake Ro \square B Scan the QR Code here to look up the evacuation zone for your address. E North Prong Black Creek South Prong Black Creek Evacuation Route Municipal Boundary



FINANCE AND AUDIT COMMITTEE MEETING AGENDA

May 17, 2022
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
1:00 PM

PUBLIC COMMENTS

BUSINESS

- 1. Award of Bid No. 21/22-36, Right-Of-Way Mowing (North) (RE-BID) and Accompanying Agreement (T.Gardner)
 - 1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.
 - 2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

- Award of Bid No. 21/22-37, Right-Of-Way Mowing (South) (RE-BID) and Approval of Accompanying Agreement (T.Gardner)
 - 1) Approval to post notice of intent and award Bid No. 21/22-37, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.
 - 2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

3. Rejection of bid submittals for Bid No. 20/21-45, CR 220 At Town Center

Blvd. Intersection Improvement Project (K. Smith)

Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be rebid allowing for additional time to secure construction materials and complete the project.

- 4. First Renewal to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (K.Smith/J.Pierce)
 - Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.
- 5. Memorandum of Understanding with Jacksonville Transportation Authority Re: Transit Study (T.Nagle)
 - Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area. The County will reimburse JTA once the Study is completed. The County and JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed \$100,000. JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund Non Capital Improvement Element Transit Study Infrastructure
- 6. Budget Resolutions for Grant Awards (M. Mosley)

Approval of the following two (2) budget resolutions for grant awards under \$50,000:

- Humanities Grant for Libraries-ARPA: \$10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants - Culture and Recreation
- FDOT Local Agency Program Agreement #G1R36: \$35,000
 awarded by the Florida Department of Transportation Local Agency
 Program to be used for the design of safety improvements on
 County Road 220 from west of Lakeshore Drive W to east of Old
 Hard Road. Funding Source: Capital Improvement Plan (CIP)
 Projects Fund Grant Revenue / FDOT Safety LAP Grants

- 7. TDC Event Grant Requests (K. Morgan)
 Approval of the Tourist Development Council's (TDC) recommendations of the following grants:
 - 1.) May 28-29, 2022 Girls Lacrosse Showcase Sports Grant (600 athletes, coaches, families and collegiate scouts) Recommended Grant Award will be \$12,000 with the contingency that if the County can purchase required lacrosse equipment, there will be no need for an equipment rental expense. Tournament must also be a Stay-to-Play tournament with no other rebates.
 - 2.) August 20-21, 2022 Girls Lacrosse Showcase Sports Grant (Originally scheduled for May 20-21 but moved to August 20-21 70 teams with approximately 18 players per team, coaches, families and collegiate scouts) Recommended Grant Award will be \$10,000 with the contingency that if the County can purchase additional required lacrosse equipment within a budget of \$15,000. Tournament must also be a Stayto-Play tournament with no rebates.
 - 3.) Bella Notte, A Night of Art Under the Stars Special Event Marketing Grant (September 15) Recommended Grant Award of \$3,500 reimbursable marketing grant.
 - 4.) Rock the Box 2 Special Event Marketing Grant (August 13) Recommended Grant Award of \$3,000 reimbursable marketing grant.
 - Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants
- 8. FY21/22 Budget Adjustments Within Non Capital Improvement Element (R.Kantor)
 - Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund (Non Capital Improvement Element CC1232) in the amount of \$81,265 to align budgets with bids for the Kingsley Lake and Thunderbolt Elementary to Calming Waters Sidewalk Projects. The CR218 Beyond Taylor Road Sidewalk Project will be deferred to FY22/23. Funding Source: Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk CR218 Beyond Taylor Road

COUNTY MANAGER

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator by mail at Post Office Box 1366, Green Cove Springs, FL 32043, or by telephone at number (904) 269-6347 no later than three (3) days prior to the hearing or

proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee DATE:

FROM: Karen Smith, Administrative and Contractual Services

SUBJECT:

- 1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.
- 2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The purpose of this bid is to provide roadside right-of-way mowing services for the County's North locations. Locations are further described in Appendix A of the bid. Services include litter removal, edging, mowing and trimming.

This is the second time bidding due to lack of interest from mowing contractors. The bid was sent to 35 vendors with 1 bid received.

Is Funding Required (Yes/No):

If Yes, Was the item budgeted (Yes\No\N/A):

Yes

Yes

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

Account # FD1001-CC1203-SC546100 Amount - Unit prices as needed

Sole Source (Yes\No):

No

Advanced Payment (Yes\No):

No

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

Not applicable

ATTACHMENTS:

Description

- Memo Rec / Appen A/ score / scope / email list
- agreement north

REVIEWERS:

Action Department Reviewer Date Comments Administrative and Thomas, Karen Approved 5/11/2022 - 4:37 PM AnswerNotes Contractural Services Wanamaker, County Approved 5/11/2022 - 4:43 PM AnswerNotes Manager Howard

BID RECOMMENDATION

Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID

BIDDERS	BID TOTAL	
Greenway Lawn & Landscape, LLC	\$185,260.40	
	-	
	-	
	<u> </u>	
		
	<u></u>	
Staff Assigned to Tabulate Bids and Make Recomm	endations:	
NAME	TITLE	
Teresa Gardner	Public Works Director	
FUNDING SOURCE: Public Works- Repairs an	d Maintenance	
RECOMMENDATION:		
Greenway Lawn & Landscape, LLC.		

If only one bid is received, state reason why accepted and not re-bidding:

Public Works reviewed the cost per acreage and linear foot prices bid and believe the unit cost is fair given the current labor shortage and labor cost issues. It is also not feasible for Public Works to complete the mowing in-house in a reasonable timeframe.

BID TABULATION FORM

Bid: 21/22-36 Date: May 3, 2022

Proj: Right-of-Way Mowing (North) RE-BID Time Open: 9:05 AM

Ad: Clay Today, April 7, 2022 Time Close: 9:07 AM

This is a generic tabulation form; all required documents will be verified prior to recommendation.

Bids to be evaluated based on criteria established in bid document

Bidder		Bidder Bid Local Bond Preference		Total Cost	
1	Greenway Lawn & Landscape	Yes	Yes	\$185,260.40	
2					
3					

^{*}Staff will review the proposals and present a recommendation to the Finance and Audit Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in Bid document. Items above are subject to full review and evaluation of submittal.

BID NO. 21/22-36, RIGHT-OF-WAY MOWING (NORTH) RE-BID

PRICE SHEET

(Total shall include scope of services for Right-of-Way Mowing (North) in accordance with locations and frequency listed in the bid and Appendix A)

RIGHT-OF-WAY MOWING (NORTH) (for 8 cut cycles)

ITEM	DESCRIPTION	Unit	Unit Price	Estimated Quantity	Extended Total
1	Litter Removal	Acre	20.00	1,858.08	37,161.60
2	Mowing and Trimmimg	Acre	45.00	1,858.08	83,613.60
3	Edging	LF	0.05	1,289,704	64,485.20

^{*}An equipment list shall be submitted with the bid response.

Total cost per specifications of extended totals for items 1-3 above: \$ 185, 260.40	
Total Bid Written Words:	
one hundred eighty-five thousand two hundred sixty + Too	
COMPANY NAME: Green Way Lahn & Landscape	

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.

^{**}The County reserves the right to request a more defined schedule of values from contractors.

BID NO. 21/22-36, RIGHT-OF-WAY MOWING (NORTH) RE-BID

CORPORATE DETAILS: Failure to complete all fields may result in your bid being rejected as non-responsive. COMPANY NAME: / ADDRESS: 04-662.30 TELEPHONE: FAX #: E-MAIL: Name of Person submitting Bid: Title: Signature: 29.22 Date: CONTRACT EXECUTION INFORMATION: DESIGNATED SIGNEE: MAILING ADDRESS: ADDENDA ACKNOWLEDGMENT: Bidder acknowledges receipt of the following addendum: Addendum No. ____ Date: 4-2922 Acknowledged by: Addendum No. Date: 4-29-32 Acknowledged by: Addendum No. Date: 439-33 Acknowledged by:

APPENDIX A RIGHT-OF-WAY MOWING (NORTH)

ROAD	START	FINISH	LENGTH	LENGTH LEFT	LENGTH RIGHT	ACRES
PEORIA DR*	COLLEGE DR	R/R TRACKS	3,616	30	30	4.98
DOCTORS LAKE DR*	PEORIA RD	COUNTY LINE	18,657	17.5	17.5	14.98
MOODY AVE*	PEORIA RD	COUNTY LINE	19,200	20	20	17.63
CHALLENGER DR *	OLD JENNINGS	BRANNAN OAKS DRIVE	10,900	0	50	12.51
CHALLENGER DR *	OAK LEAF LN	KINDLEWOOD DR	4,010	0	40	3.68
CHALLENGER DR *	KINDLEWOOD DR	END/S.R. 23 ON RAMP(INCLUDE UNDERPASS)	1,940)	15	0.67
CHALLENGER DR	OLD JENNINGS	END/S.R. 23 ON RAMP(INCLUDE UNDERPASS)	16,850	21	0	8.12
KINDLEWOOD DR	CHALLENGER DR	END OF MAINTENANCE	3,650	21	21	3.52
TRAIL RIDGE RD*	DISCOVERY DR	TYNES BLVD	4,928	17	18	3.95
DISCOVERY DR *	OLD JENNINGS RD	OAKLEAF PLANTATION PKWY	15,025	0	23	7.93
DISCOVERY DR	OLD JENNINGS RD	OAKLEAF PLANTATION PKWY	15,025	21	0	7.24
OLD JENNINGS RD	LIVE OAK	CHALLENGER DR	16,558	24	26	19.00
TYNES BLVD*	OLD JENNINGS	PINE RIDGE COMMUNITY ENTRANCE	2,200	25	42	3.03
LONG BAY RD	BLANDING BLVD (SR21)	OLD JENNINGS RD	13,300	24	21	13.78
CR 220B	LONG BAY RD	BLANDING BLVD (SR21)	2,200	25	25	2.58
OLD JENNINGS RD*	CHALLENGER	SR 21 (BLANDING BLVD)	4,680	12	14	2.79
HENLEY RD*	CR 220	BLANDING BLVD	7,590	10	13.5	4.09
CR 220	BAXLEY RD	HENLEY RD	6,730	27	38	10.04
BAXLEY RD	CR 220	BLANDING BLVD (SR21)	2,580	17	30	2.78
CR 220	BLANDING BLVD (SR21)	BAXLEY RD	9,735	30	42	16.09
CR 220	HENLEY RD	LITTLE BLACK CREEK BRIDGE	3,940	35	28	5.70
CR 220*	LITTLE BLACK CREEK BRIDGE	KNIGHT BOXX RD	1,790	20	20	1.64
KNIGHT BOXX*	CR220	BLANDING BLVD	6,185	14	18	4.54
WASHINGTON AVE*	CLEVELAND AVE	POND 22	8,500	7.5	7.5	2.93
CLEVELAND AVE*	WASHINGTON AVE	BLANDING BLVD	4,000	12	12	2.20
HENLEY RD*	BLACK CREEK BRIDGE	CR220	5,170	13	13	3.08
HENLEY RD/ RIO BLANCA*	CR209	BYRON RD	910	30	38	1.42
HENLEY RD*	SANDRIDGE RD	CR209	11,830	20	21	11.11
HENLEY RD*	CR 218	SANDRIDGE RD	5,882	15	11	3.51
CR 315A	CR 315	SR 16	5,950	25	25	6.83
HIBERNIA RD*	US17	PINE AVE	2,200	24	30	2.73
PINE AVE*	HIBERNIA	US17/ RAGGETY POINT	21,000	28	26	26.03
BALD EAGLE DR*	US17	PINE AVE	1,000	25	25	1.15
				TOTAL LF-ROW-EDGING		161,213
				TOTAL ACRES-ROW-LITTER		232.26
* 1: [be Edged Item 3 Price Sheet			TOTAL ACRES-ROW-MOW		232.26

^{*} Linear Footage (Area) to be Edged Item 3 Price Sheet

BID NO. 21/22-36, RIGHT-OF-WAY MOWING (NORTH) RE-BID

PURPOSE

Clay County is seeking services for roadside right-of-way mowing. Grass and vegetation shall be mowed with conventional mowing equipment. Use of specialized equipment or hand labor shall be required to perform work in certain areas or during certain times. Vegetation consists of planted and/or natural grasses, weeds, and other plant life within the area to be mowed.

SCOPE OF SERVICES

1. <u>LABOR, MATERIALS AND ON-SITE IDENTIFICATIONS:</u>

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work required in the scope of this bid. All vehicles and equipment used by the contractor shall be marked clearly and legibly with the contractor's name and phone number.

2. <u>AUTHORITY OF THE PROJECT MANAGER:</u>

All work shall be done to the satisfaction of the County's Project Manager. The primary authority of the project manager shall be to evaluate the contractor's work for compliance with the bid requirements. At no time shall the project manager supervise the contractor's workforce nor create any responsibility for the acts or omissions of the contractor, subcontractor or supplier during the resulting contract period.

3. <u>CONTRACTOR'S SUPERINTENDENT AND SINGLE POINT OF CONTACT PERSON:</u>

The contractor's Superintendent shall be designated as the "single point of contact person" for the resulting contract of this bid. The superintendent shall be the liaison with the County for all communication and be readily available via phone or E-mail. The contractor's superintendent shall notify the County's project manager each workday before 8:00 AM of where crews shall be working that date, confirm areas worked/completed the day before and list any items of possible concern either for the contractor or the county.

The contractor shall be responsible for inspecting and verifying that all roads reported as being complete meet the quality standards set forth in the bid requirements. This verification shall be in writing or E-mail to the County's Project Manager. This verification shall state that the listed areas have been mowed, trimmed, edged and debris removed all in accordance with the scope of work.

If on inspection by the County's Project Manager, the completed road(s) are found to be deficient, the Project Manager shall contact the contractor's superintendent and advise in

writing that the purported completed areas are deficient and describe those deficiencies. The contractor shall have (48) hours to correct the stated deficiencies, weather permitting.

Upon completion of remedial work, the contractor's superintendent shall notify the Project Manager that all remedial work has been completed. If the Project Manager determines that a section of the pond remains deficient following the remedial work, the contractor shall be issued a second written statement of observed deficiencies and the corrective action cycle shall be repeated. If the remedial work is not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the contractor's next invoice.

4. <u>MAINTENANCE OF TRAFFIC</u>:

It shall be the contractor's responsibility to develop a traffic control plan and receive approval of the Project Manager prior to beginning work.

Traffic control shall be accomplished in accordance with the FDOT Manual on Uniform Traffic Control Devices and the FDOT Standard Plans, latest edition. No separate payment shall be made for traffic control.

Some roadway segments may have limited access. These segments may require special attention with respect to traffic control.

5. WORKSITE TRAFFIC SUPERVISOR:

The contractor shall have a Worksite Traffic Supervisor whose responsibility shall be to initiate, install and maintain traffic control devices. The Worksite Traffic Supervisor shall have a minimum of one-year experience in worksite traffic control in a supervisory or responsible capacity.

The Worksite Traffic Supervisor shall review the project daily and be involved in any changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and material needed to always maintain traffic control and handle traffic related situations and shall insure that deficiencies in traffic control are corrected.

Failure of the contractor to comply with the above provisions shall result in a temporary suspension of work and a request to immediately vacate the work site. Continuance of work shall be allowed only after traffic control is approved and in operation.

6. OBSTRUCTION BY OTHER WORK:

If access to work sites is obstructed by construction, the contractor shall immediately notify the Project Manager to coordinate work around the area of construction. At no time shall the contractor be entitled to compensation or adjustments for work that was deleted or delayed due to such construction.

7. PERMITS, FEES AND NOTIFICATIONS:

It shall be the contractor's responsibility to conduct the work in accordance with required.

8. HAZARDOUS AND/OR TOXIC WASTE AND POLLUTANTS:

Should the contractor encounter or expose a condition that may indicate the presence of hazardous and/or toxic wastes or pollutants, all operations in the immediate vicinity shall be discontinued and the Project Manager shall be notified immediately. When encountered, the contractor shall make every effort to minimize the spread of hazardous and/or toxic wastes or pollutants into uncontaminated areas.

Disposition of the hazardous and/or toxic wastes or pollutants shall be done by others, not the contractor. The contractor's operation shall not resume in such areas until so directed by the Project Manager.

9. RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The contractor shall use due care to avoid damaging all property associated with, adjacent to or in any way affected by the work being performed. This applies to private property as well as public property and all utilities that may exist within the work area. Included in this provision are privately owned items such as shrubbery, flower beds, irrigation systems (sprinkler heads), mailboxes and other items which may be located within the County's right-of-way or easements. The project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

Except for streetlights, traffic signs, guardrails, delineators and other traffic appurtenances, all repairs shall be made by the contractor at their expense. All repair work shall be completed prior to submitting an invoice for payment. Repair work performed by the contractor in an unsatisfactory manner may be repaired by the County with all incurred costs deducted from the contractor's billing.

Damaged streetlights and traffic items shall be repaired by the County at the current total cost of materials, labor, and equipment. Such total costs shall be deducted from moneys due to the contractor for work completed.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

10. PROVISIONS FOR CONVENIENCE OF PUBLIC:

The contractor shall schedule operations to minimize inconvenience to adjacent businesses and residents as well as vehicular traffic.

11. WORK HOURS:

In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit visibility to less than 500 feet. No work shall be permitted on Sundays or County Holidays without prior written permission of the Project Manager.

12. <u>SUSPENSION OF WORK:</u>

The Project Manager shall have the authority to suspend work, wholly or in part, for such periods as may be deemed necessary. These periods of suspension include adverse weather conditions, special events and other situations that may cause a hazardous condition for motorists and/or pedestrians. Such suspensions of work shall be ordered in writing explaining the reasons for the suspension. Normal operations shall resume as directed by the Project Manager. No additional compensation shall be applicable for delay.

13. ASSIGNMENT OF WORK TO OTHERS:

If the Project Manager determines that the contractor has fallen behind schedule by two (2) weeks or more, the County reserves the right to assign unfinished work on any cycle to another mowing Contractor or County forces. The contractor shall not be due any compensation for any work performed by another Contractor or County forces. This assignment of work may be made without declaring the contractor in default of the contract.

14. LIMITS OF PROJECT:

Work shall be performed only in County right-of-way or easements. The roadside right-of-way mowing locations are defined in Appendix A. The work consists of furnishing all labor and equipment and performing all operations necessary for grass mowing, grass trimming, edging, and litter removal within County right-of-way and easements, including sloped banks, grassed and landscaped roadsides. Care shall be taken so as not to disturb any private property.

The County reserves the right to modify the mowing schedule, suspend service, alter the area to be mowed, or cancel mowing of a site for any reason.

If the County identifies additional services and/or sites that are not covered under the original Agreement, such additional services may be made a part of this Agreement by a written Amendment.

15. SEQUENCE OF WORK:

The roadside rights-of-ways scheduled for mowing are listed in Appendix A. The contractor shall present as a project submittal a proposed schedule of operations to complete the proposed work within each allotted cycle and in accordance with the bid requirements. A two-week look ahead schedule shall be provided to the Project Manager on the 1st and 3rd week of each month. The two-week look ahead shall describe where each

crew shall be working on a specific date. The schedule shall describe a logical/geographically connected sequence to complete all work within the specified times and frequencies.

Cycle dates and the interim between cycles cannot be changed without the written consent of the Project Manager. Should the contractor desire to change the order of the schedule, such change(s) shall be brought to the attention of the Project Manager and shall require the Project Manager's approval, in writing. The general sequence of work under each cutting cycle for the contractor shall be as follows:

- (1) Litter patrol and/or roadside litter removal.
- (2) Mowing.
- (3) Trimming.
- (4) Edging (highlighted with * in Appendix A).
- (5) Removing grass and debris on roadways, sidewalks and curb and gutter as applicable.
- (6) Quality Control Inspection by contactor.
- (7) Work complete report to Project Manager.

Note: For each road segment listed in Appendix A, work items numbered 1-6 shall be started and completed within a maximum of two (2) working days.

16. <u>SCHEDULE OF WORK:</u>

The work specified in these Contract Documents for the roadsides described in Appendix A, shall be performed in its entirety. Each cutting cycle is to be completed in its entirety prior to beginning the next cut.

The following schedule shall be used.

Cut No.	Beginning Date	Completion Date
1	April 1	April 30
2	May 1	May 31
3	June 1	June 30
4	July 1	July 31
5	August 1	August 31
6	September 1	September 30
7	October 1	October 31
8	November 1	November 30

^{*}The first year cut cycle will not begin on April 1st and will be dependent upon the resulting contract's start date. Anticipated first year start date is June 1.

17. LIQUIDATED DAMAGES:

The contractor shall pay to the County liquidated damages in the amount of fifty dollars (\$50.00) per workday for failure to complete the Contract work by the completion date specified above on each cut.

As an alternative, the County reserves the right to deduct unfinished work on any cut, which has fallen behind schedule. In such case, the County may assign the unfurnished work to another contractor or County forces. The contractor shall be held liable for any additional cost resulting from the assignment of unfinished work. Remedial work, which may be called for by the Project Manager for failure to adequately perform the work, and rain days shall not be considered justifiable cause for time extensions.

Allowing the contractor to continue to work, or any part of it, to completion, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due.

No liquidated damages shall be imposed for delays caused by the County.

18. REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICE:

If any defined action, duty or service, or part thereof, assigned is not performed by the contractor, the value of such action, duty or service, or part thereof, shall be determined and deducted from any invoice claiming such items for payment. If any action, duty or service, or part thereof, has been completed but is determined by the Project Manager to be unsatisfactory, the contractor shall be so notified and given an appropriate amount of time to correct the deficiency. The County shall withhold payment for unsatisfactory work until such time as the work is determined to be acceptable.

19. **QUANTITIES**:

Actual reimbursement to the contractor shall be based on the Unit Prices established in this bid and the resulting contract. No quantities are guaranteed. Payment quantities shall be determined by field verification with the Project Manager during the actual cut cycle.

20. QUALIFICATION OF PERSONNEL:

The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance.

21. <u>LIMITATION OF OPERATION</u>:

All moving equipment shall be operated in the same direction as the flow of vehicular traffic when being operated within ten feet (10') of any travel way. Exceptions shall be made only when the work site is protected by flaggers and warning devices in accordance with the FDOT MUTCD.

The contractor shall plan operations to minimize bridge crossings. When it is necessary for equipment to cross bridges, extreme care shall be taken using shoulder areas when present.

When crossing travel ways, the crossing shall be accomplished at a predetermined site that allows a safe and unobstructed site distance for oncoming traffic. The equipment operator shall stop before crossing traffic to allow approaching vehicles to pass. Traffic crossings shall be kept to a minimum.

No equipment shall be left overnight within the County's right-of-way or easement without permission from the Project Manager. Parking equipment in the medians shall not be permitted.

All service and supply operations shall be conducted at locations that shall not interfere with vehicular or pedestrian traffic and shall be outside the clear zone. Service vehicles shall be allowed in work areas only to repair or remove equipment, which has become inoperable.

22. SAFETY:

All vehicular equipment including riding mowers shall be equipped with safety devices and provide mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18-inch X 18-inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. All employees shall wear high visibility apparel that meets the standards for High-Visibility Safety Apparel as established by The American National Standards Institute (ANSI) while performing work on this project.

These requirements are to be considered as minimum and the adherence to them shall in no way relieve the contractor of the responsibility of ensuring the safety of employees and the public.

No separate payment shall be made for safety equipment and/or devices.

23. TOOLS AND EQUIPMENT:

It shall be the contractor's responsibility to determine the appropriate type, size and quantity of tools and equipment and the personnel necessary to complete the work called for in the time frame specified herein. An equipment list shall be submitted with the bid response.

All motorized equipment utilized by the contractor shall be painted a color of high visibility. Such equipment and attached safety devices, signs and lights shall be always maintained in proper working order. Approval of the contractor's equipment by the County shall not relieve the contractor of responsibility or liability for personal injury or property damage caused by the equipment operation.

Should the Project Manager determine that any of the equipment is deficient in safety devices, in poor working order or is damaging the turf, ground, curbing and/or pavement, the contractor shall be notified, and such equipment shall be promptly removed from service until the deficiency is corrected to the satisfaction of the Project Manager.

Equipment used to transport litter and debris shall be covered and constructed in such a manner as to prohibit distribution or loss of litter along the roadway.

Additional equipment may be requested by the Project Manager if it is determined that the contractor has insufficient equipment on the job to complete the work called for in the time frame specified. All additional equipment, when requested, shall meet the same equipment requirements specified herein.

The equipment used by the contractor shall be in good repair and shall be maintained to always produce a clean, sharp cut and a uniform distribution of the cuttings. The mowers shall be adjustable to produce a cut no higher than three-inches (3"). Mower blades shall be sharpened.

Equipment shall be required to adequately cut grass on overpasses, ditch banks, ditch bottoms and areas beyond the ditch banks within the right-of-way. Areas for which cutting, and trimming is required are not restricted to only those areas of tractor access. If a ditch bottom is too wet for tractor access (excluding those with standing water more than two inches (2") deep or if an area such as a ditch bank or area beyond the ditch bank is not accessible by tractor, some other means of mowing shall be provided, such as an articulated arm mower, manual trimming, etc. Lack of suitable equipment on the site shall not be considered as a reason for not mowing an area. At no time shall equipment failure be deemed a reason for delay in work production.

The contractor shall be required to maintain as part of their inventory "front deck mowers" for narrow/small areas. This equipment shall be part of the "list of all equipment" required below.

24. MOWING:

24.01 DESCRIPTION

The work covered by this Section consists of the routine mowing of grassed and/or vegetated roadside areas with commercial grade, high production mowing equipment. Vegetation to be mowed shall include grass, vines, weeds and small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground.

Grass clippings shall be cleared from sidewalks, drives, and parking areas immediately after each cutting. If at any time, after cutting, clippings should be left in visible clumps or piles, this excess shall be removed immediately.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

24.02 WIDTH OF CUT

The width of cut for all roads described in Appendix A shall be from right-of-way line to right-of-way line, including ditches, swales, and backslopes and medians for each road. The acreage for each site accounts for areas not to be cut (wooded areas, areas of ornamental shrubbery, asphalt pavement, sidewalks, etc.). Right-of-way or easement location shall be subject to concurrence of the Project Manager. The number of acres to be completed may vary per cycle when wildflowers are in bloom or are reseeding.

For roads where fence lines are located on the right-of-way line, mowing shall be accomplished within six inches (6") of the fence. Care shall be taken to avoid damage to the fences.

24.03 HEIGHT OF CUT

The height of cut for all sites shall be no higher than three-inches (3"). This includes the remaining trunk or stub of trees (2" diameter or less) and shrubs, which are to be cut. At no time shall the contractor allow mowers or trimmers to cut grass low enough to cause injury to the root system of the grass being mowed or that of adjacent trees and shrubs, which are to remain.

24.04 REMOVAL OF SMALL TREES AND SHRUBS

Small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground shall be either removed from the job site or consumed by the mowing operation.

Removal of small trees, limbs and/or branches that can be picked up by hand and that are less than 4 inches in diameter shall be the contractor's responsibility. Vegetation covered by this Section shall consist of all grass, part grass and part weed growth, or all weed growth, and all overhanging vine growth within the area to be mowed; vegetation may be dead or alive. All such material removed shall be disposed of at an appropriate landfill with payment incidental to the applicable item. However, when large trees, limbs and/or branches are encountered on site, the contractor shall notify the Project Manager to arrange for their removal. Mowing and trimming shall continue around such objects until they are removed.

No separate payment shall be made for collecting and removing any such small trees and/or shrubs from the job site.

24.05 REMOVAL OF LITTER AND LARGE DEBRIS

Litter and debris removal shall be performed each cut cycle. Prior to mowing and trimming, the contractor shall locate and remove from each site all large items of debris, which may be torn, ripped, or scattered by the mowers or trimmers. The method of removal shall be at the contractor's discretion. However, should the contractor fail to remove debris and its operation causes it to be scattered, payment for that site shall be withheld until all debris has been completely removed and disposed of. The litter shall be removed from the site prior to beginning any other work. Subdividing, ripping, or scattering litter by mowing shall not be allowed.

Litter and/or debris shall consist of various size bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, junk metal, brush, white goods, furniture, dead animals, and other items not considered normal to the right-of-way or easement. It is not intended that minute objects such as cigarette butts, chewing gum wrappers, and similarly sized items be included in the items to be removed from the cut area.

Any tires or white goods including, but not limited to, refrigerators, stoves, microwave ovens and air conditioners shall be reported to the Project Manager immediately upon their encounter. The Project Manager shall arrange for pickup by others.

Payment for this work shall be made at the respective Unit Price established in the Proposal for "Litter Removal".

The contractor shall notify the Project Manager of any dead animals encountered. The Project Manager shall be informed of the animal's location. The contractor shall not be responsible for the transport or disposal of dead animals.

25. TRIM WORK (WEEDWHACKING/EDGING):

25.01 DESCRIPTION

The work covered by this Section consists of the routine trimming and edging of grass and the other vegetation with commercial grade, high production equipment. Trim work shall be accomplished around and/or along permanent objects including but not limited to, posts, poles, trees, shrubs, fences, sidewalks, columns, headwalls, etc. Unless otherwise specified, manual labor and equipment required to perform the work shall be incidental to the mowing being performed. Roads, with sidewalks or trails, requiring edging are highlighted with an asterisk (*) in Appendix A. Edging shall be paid for each road segment by the linear footage shown in Appendix A and measured per cut cycle.

25.02 SCHEDULE

The schedule for trim work shall be the same as that established for mowing and shall be accomplished concurrently with the mowing operations. The trim work may be performed before or after the mowing operations, but the time between litter pickup and reporting completion of all work at a location as described on the work complete report shall not exceed two (2) days.

25.03 DAMAGE PREVENTION AND SAFETY

Special care shall be taken when trimming around trees and/or shrubs to avoid damaging surface roots and bark as well as fences and other items which are subject to damage by the trimming operation. All equipment utilized for trim work shall be equipped with adequate safety devices to protect the operator from flying debris. It shall be the contractor's responsibility to ensure that all trimming equipment operators are performing the work in a safe manner.

25.04 HEIGHT OF CUT

The height of cut for grass and vegetation, which is to be trimmed, shall be no higher than three-inches (3"). At no time shall the trimmers cut grass and/or vegetation low enough to damage the root system of the vegetation being trimmed.

26. PAYMENT:

The contractor shall be paid for work accomplished and accepted for at the respective Unit Prices established in the bid document not later than 45 days from receipt of proper invoice. Each Unit Price shall include all labor, materials, tools, and equipment necessary to accomplish the work called for.

Payment shall be made only for actual quantities of work performed and accepted, provided certain payments have not been withheld as stipulated by these bid requirements.

31. PAYMENT REQUESTS:

The contractor shall invoice the County monthly. The contractor may request payment only after each required cut cycle is completed and accepted in its entirety.

32. PARTIAL PAYMENTS:

Partial payment shall mean payment for work performed on a portion of an individual site or a portion of the sites during any cycle. Except as noted below, no payment shall be made for individual sites until all the sites on the current cycle have been mowed, trimmed, and edged and all litter, debris and clippings removed and disposed of in accordance with the requirements of this bid.

Partial Payment, as defined above, shall be made only when the contractor cannot perform all the work called for due to circumstances beyond its control. The contractor shall notify the Project Manager immediately upon encountering such circumstances to allow for remedial action and/or approval of partial payment.

33. <u>TERMS</u>:

The initial contract shall be awarded to the lowest responsive and responsible bidder for a period of twenty-four (24) months from the date of the Board of County Commissioners approval, with the County reserving the right and option to extend the contract for an additional two (2) periods of twelve months each, if such is agreeable with the successful contractor.

Adjustment of rates may be negotiated during a renewable term if requested by the contractor in writing to the County ninety (90) days in advance of the renewal date. Any adjustment shall require concurrence from the County.

34. ADDITONAL SERVICES AND FEES:

If the County and/or contractor identifies any additional services to be provided by contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the contractor.

PERFORMANCE EVALUATION:

A work performance evaluation will be conducted periodically to ensure compliance with the resulting contract.

Vendor List:

cecotech@netzero.com johnny@johnnysturf.com flcutclean@yahoo.com office@janddmaintenance.com jamie.garrison@beardequipment.com daniel@duvallandscape.com jdgreenwaylawns@gmail.com hedgehoglawn@ymail.com adriana@challengeenterprises.org kawboy32x@gmail.com lakearealawnservice@msn.com adriana@challengeenterprises.org sandendeavors@gmail.com soup2508@aol.com premierpreservationsllc@yahoo.com frangodango@gmail.com david@dmkoehnlandscaping.com jtrcontractingsvc@gmail.com propertygroomers@yahoo.com jvalle.vallemanagementllc@gmail.com lpalmer@tribond.net cngreen1118@gmail.com marty@mteconstruction.com 904pps@gmail.com donniebriggs@comcast.net whitenerstractor@gmail.com cammay.thomas@gmail.com thomas.egan@ferrovialservices.com info@iomlawncare.com jdgreenwaylawns@gmail.com bryanslandscapingservices@gmail.com king@janddmaintenance.com lakearealawnservice@msn.com northfloridadock@gmail.com bandmconstruction@att.net

Clay County Agreement/Contract No. 2021/2022 –

AGREEMENT FOR RIGHT-OF-WAY MOWING (NORTH)

This Agreement for Right-of-Way Mowing (North) ("Agreement") is entered into this day of May, 2022 by and between Greenway Lawn and Landscape LLC, a Florida Limited Liability Company, aka Greenway Lawncare ("Contractor") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued a Request for Bid, Bid No. 21/22-36, Re-Bid ("Bid"), to engage a contractor to provide mowing, trimming, edging, and litter debris removal within Clay County's roadside right-of-way and easements located in the County's north locations; and

WHEREAS, the Contractor responded to the Bid with a proposal to offer the requested services ("Contractor's Response"); and

WHEREAS, the County evaluated the proposals submitted, and the County selected the Contractor as the lowest responsive, responsible qualified contractor; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid including all specifications and attachments incorporated into the Bid and the Contractor's Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County as set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. SERVICES

- 1.1. The Contractor shall furnish all supervision, materials, equipment, tools, transportation and supplies and perform all labor, services, and operations necessary for mowing, trimming, edging, and litter debris removal within Clay County's right-of-way and easements, including sloped banks, grassed and landscaped roadsides as set forth in the Bid Scope of Services attached hereto as **Attachment A** and incorporated herein by reference (the "Services").
- 1.2. The Services shall be performed in County right-of-way or easements at the north roadside locations identified in Appendix A to the Bid attached hereto as **Attachment B** and incorporated herein by reference.

1.3. The Contractor shall provide Services at the designated roadside locations in accordance with the following cutting cycles:

Cut Number	Beginning Date	Completion Date
1	April 1	April 30
2	May 1	May 31
3	June 1	June 30
4	July 1	July 31
5	August 1	August 31
6	September 1	September 30
7	October 1	October 31
8	November 1	November 30

The general sequence of Services to be performed by the Contractor under each cutting cycle shall be as follows:

- 1. Litter patrol and/or roadside litter removal
- 2. Mowing
- 3. Trimming
- 4. Edging (notated with * in **Attachment B**)
- 5. Removing grass and debris on roadways, sidewalks and curb and gutter as applicable
- 6. Quality Control Inspection by Contractor
- 7. Services complete report to the Project Manager
- 1.4. The Contractor shall provide to the Project Manager a two-week look ahead schedule on the 1st and 3rd week of each month. The two-week look ahead shall describe the location(s) where each crew shall be working on a specific date. The schedule shall describe a logical/geographically connected sequence to complete all Services within the specified times and frequencies. It shall be the responsibility of the Contractor to update the schedule as needed and provide all updated schedule(s) to the Project Manager. The Contractor's failure to comply with the schedule may result in termination of the Agreement by the County.
- 1.5. In providing the Services, the Contractor shall:
 - 1. Perform the Services in accordance with the County's specifications, standards, and requirements as set forth in **Attachment A**.
 - 2. Be familiar with the Services, locations, schedule, and the conditions under which the Services are to be completed.
 - 3. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County.
 - 4. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County.
 - 5. Not use any false, deceptive or misleading trade practices in the performance of the Services.

- 1.6. In entering into this Agreement, the Contractor represents that it now has or will secure all personnel and equipment required to perform all Services under this Agreement. The Contractor shall provide to the Project Manager a list of equipment that will be used by the Contractor to perform the Services. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. Upon the Project Manager's request, the Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Services.
- 1.7. For purposes of this Agreement, the County's Project Manager shall be Jeff Smith, Deputy Director of Operations for the County or as designated by the County's Public Works Director. All Services shall be performed to the satisfaction of the Project Manager in accordance with this Agreement.
- 1.8. The Contractor shall designate a Superintendent who shall serve as the single point of contact. The Superintendent shall be the Contractor's liaison with the County for all communication pertaining to this Agreement and shall be readily available via telephone and/or e-mail. The Superintendent shall notify the Project Manager each workday before 8:00 a.m. of the location(s) where crews shall be working for that date, confirm locations and/or areas worked/completed the day before, and list any items of possible concern. The Superintendent shall be responsible for inspecting and verifying that all locations reported as being complete are complete and meet the quality standards set forth in **Attachment A**.
- 1.9. If on inspection by the County's Project Manager, the completed location(s) are found to be deficient, the Project Manager shall contact the Superintendent and advise in writing that the purported completed areas are deficient and describe those deficiencies. The Contractor shall have forty-eight (48) hours to correct the stated deficiencies, weather permitting ("Remedial Services"). Upon completion of Remedial Services, the Contractor's Superintendent shall notify the Project Manager that all Remedial Services have been completed. If the Project Manager determines that a section of the road remains deficient following the Remedial Services, the Contractor shall be issued a second written statement of observed deficiencies and the corrective Remedial Services shall be repeated. If the Remedial Services are not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the Contractor's next Invoice. This assignment of Services may be made without declaring the Contractor in default of the Agreement.
- 1.10. If the Project Manager determines that the Contractor has fallen behind the schedule by two (2) weeks or more, the County reserves the right to assign unfinished Services to another mowing contractor or County forces. The Contractor shall not be due any compensation for any Services performed by another contractor or County forces and shall be held liable for any costs resulting from the assignment of any unfinished Services. This assignment of Services may be made without declaring the Contractor in default of the Agreement.
- 1.11. The parties agree that the County shall retain the absolute right to eliminate any or all Services associated with the Agreement without penalty or liability for any claims for anticipated

overhead or profits. The County also reserves the right to modify the schedule or Services and suspend or cancel Services, in whole or in part, for any reason. Additionally, the County reserves the right to add, delete, or modify locations as necessary at the County's discretion.

- 1.12. The Contractor shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").
- 1.13. In performance of the Services, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.
- 1.14. The County may conduct performance evaluations at any time during the term of this Agreement to ensure compliance with the Agreement.

SECTION 2. ADDITIONAL SERVICES AND FEES

2.1. If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under this Agreement but are beneficial to the County, such additional work, materials, or services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

SECTION 3. TERM

3.1. The term shall begin on June 1, 2022 and shall remain in effect for a period of twenty-four months through May 31, 2024, unless otherwise terminated as provided herein. The County reserves the option to renew the Agreement for two (2) additional twelve month periods, each a "renewal term", upon subsequent written agreement of the parties.

SECTION 4. PAYMENT FOR SERVICES

- 4.1. Payments will be made by the County to the Contractor only for actual quantities of Services performed by the Contractor and accepted by the County at the unit prices set forth in the Price Sheet attached hereto as **Attachment C** and incorporated herein by reference upon presentation of an Invoice submitted to the County in accordance with Section 5.
- 4.2. The unit prices in **Attachment** C shall include the Services performed by the Contractor and its subcontractors, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Contractor's performance of the Services.

- 4.3. If any Service is not performed by the Contractor, the value of such Service, shall be determined and deducted from any Invoice claiming such items for payment. The County shall withhold payment for unsatisfactory or deficient Services until such time as the Services are determined to be acceptable by the Project Manager.
- 4.4. No increases in the unit prices reflected in **Attachment C** are permitted during the initial twenty-four month term. Thereafter, the Contractor may request an adjustment to the unit prices by providing written notice to the Project Manager no later than ninety (90) days prior to the end of the initial term and any renewal term thereafter. The written notice must identify the requested adjustments to the unit prices and the reasons for the adjustments. The County and the Contractor may then enter into negotiations to address the requested adjustments. If the Contractor fails to timely provide written notice along with supporting documentation for the adjustment and/or the County determines that the requested adjustment is excessive, the County may refuse to accept the requested adjustment and may refuse to enter into a renewal term. Any agreed to adjustments to the unit prices during a renewal term shall be made a part of this Agreement by a written amendment.

SECTION 5. PAYMENT PROCEDURES

- 5.1. As used in this Section, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.
- 5.2. The payment for Services by the County shall be based on Invoices submitted by the Contractor to the Paying Agent no more than once per month upon completion of a cutting cycle that has been accepted by the County. Except as provided for in **Attachment A** under partial payments, no payment shall be made for individual locations until all the locations on the current cutting cycle have been completed.
- 5.3. Invoices shall be signed by the Contractor and include the following information and items:
 - 1. The Contractor's name, address and phone number, including payment remittance address.
 - 2. The Invoice number and date.
 - 3. Reference to the Agreement by its title and number as designated by the County.
 - 4. The period of the Services covered by the Invoice.
 - 5. Identify the cutting cycle along with the locations serviced, the actual date of Service, and description of Services provided.
 - 6. The total amount of payment requested along with unit price and actual quantity of Services provided.

- 7. Any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.
- 5.4. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.
- 5.5. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered, installed, or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or the Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice has not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or the Project Manager shall notify the Contractor that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.
- 5.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting with the County Manager between the Contractor's representative and the Project Manager, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.
- 5.7. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Services have received their pro rata share of previous periodic payments to the Contractor for all Services completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Services or supplying any of the materials with respect to their pro rata shares of the payment for all Services completed and materials supplied. The term "subcontractors", as used herein, shall mean a person(s) or firm(s) that enters into a subcontractor agreement with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services for which partial payment has been made by the County and work done under equipment rental contracts.

SECTION 6. DEFAULT AND TERMINATION

- Default. If the Contractor fails to satisfactorily perform any provision of this Agreement, 6.1. fails to comply with the County's standards and requirements set forth in Attachment A, fails to perform on time and comply with the schedule, fails to use proper tools or equipment to perform the Services, provides false or inaccurate information, fails to comply with the terms, conditions, and obligations of this Agreement, fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the County does not approve the cure plan, then the County may terminate this Agreement for cause.
- 6.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods and/or services similar to those terminated, and the Contractor shall be liable for any excess costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.
- 6.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The Project Manager shall give thirty (30) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as are specifically authorized in writing by the County.
- 6.4. Unless directed differently in the Notice of Termination, the Contractor, shall incur no further obligations in connection with the terminated services, and shall stop Services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated Services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the

Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

- 6.5. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.
- 6.6. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.
- 6.7. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 7. LIQUIDATED DAMAGES

- 7.1. The Contractor must adhere to the cutting cycles (as they may be revised upon written consent of the Project Manager). In the event the Services are not fully completed at each location by the Completion Date for each cutting cycle, a liquidated damage amount may be enforced as further defined below. The parties agree that such liquidated damages are not a penalty.
- 7.2. The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement and that the County will incur damages if the Services are not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform, and complete the Services at each location by the Completion Date for each cutting cycle in accordance with this Agreement. The parties agree that the total amount of the County's damages, in whole or in part, due to the Contractor's failure to complete the Services by the Completion Date for each cutting cycle, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public works project that will benefit the public and enhance the delivery of valuable services to the public.
- 7.3. Should the Contractor fail to complete the Services by the Completion Date for each cutting cycle in accordance with this Agreement, it is mutually agreed to and understood by both parties that the Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum of \$50.00 per workday for each and every day after the Completion Date for each cutting cycle until final completion is achieved for all location(s). This liquidated damages

provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until final completion has been achieved by any completing contractor or County forces. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County. Notwithstanding the foregoing, the Contractor shall have no liability for any liquidated damages due to or arising from (a) any County delay, unless such delay is due to the Contractor's breach hereunder; or (b) the withholding on the part of the County through the Project Manager of any consent, direction or approval required by the County hereunder which causes delay on the part of the Contractor for which the Contractor has delivered to the County written notice describing the delay and its cause; or (c) delays caused by and directly attributable to any event of Force Majeure. The Completion Date shall be tolled for a period of time equal to the aggregate of all delays arising under the sentence immediately preceding. Remedial Services, which may be called for by the Project Manager for failure to adequately perform the Services and rain days shall not be considered justifiable cause for time extensions or tolling of the time to complete the Services. As an alternative, the County reserves the right to assign Services and deduct unfinished Services and hold the Contractor liable for any costs resulting from the assignment of any unfinished Services in accordance with provision 1.10.

- 7.4. Permitting the Contractor to continue the Services, or any part of the Services, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Agreement.
- 7.5. The parties agree that, although such liquidated damages are difficult to ascertain, the above amount has been agreed upon by the parties as the reasonable approximation of the amount of damages the County would suffer caused by the Contractor's breach addressed above. The County's decision to seek liquidated damages shall not be construed as a waiver of any legal remedies the County may have as to any subsequent default or breach under this Agreement.
- 7.6. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 8. INDEMNIFICATION

- 8.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from 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 the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.
- 8.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Services and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Services, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or

omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

- 8.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.
- 8.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 9. INSURANCE

9.1. The Contractor shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$50,000 Damage to Rented Premises \$5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee

9.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Services, the Contractor must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation and employers liability, shall add "Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear" as "Additional Insured." The Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide

thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 10. PRESERVATION OF PROPERTY AND FAILURE TO RESTORE DAMAGED PROPERTY

- 10.1. The Contractor shall maintain a safe and secure worksite for the duration of the Services. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Services and secure all equipment, tools, and related materials.
- 10.2. The Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, shrubbery, and irrigation systems along the line of the Services, or which is in the vicinity of or is in any way affected by the Services, the removal or destruction of which is not called for by the Services. This applies to both private and public property and all utilities that may exist in the Service area or vicinity. Whenever such property is damaged as a result from the performance of the Services, or through the negligence of the Contractor, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the Contractor, and at its own expense, or it shall make good such damage or injury in an acceptable manner.
- 10.3. In case of failure on the part of the Contractor to restore such property, or to make good such damage or injury, the County may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the Contractor's expense. Nothing in this Section shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County, provided that such property has not been damaged as a result from the performance of the work or through fault of the Contractor, its employees or agents.

SECTION 11. AUTHORITY TO SUSPEND SERVICES

11.1. The Project Manager shall have the authority to suspend Services, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, special events, or other conditions which are considered unfavorable for the prosecution of the Services. The Services shall resume as directed by the Project Manager. In the event of any such suspension, the Contractor shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 12. TAXES

12.1. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

SECTION 13. APPROPRIATED FUNDS

13.1. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

1SECTION 14. PUBLIC RECORDS

- 14.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:
 - a. Keep and maintain public records required by the County to perform the Services required under the Agreement;
 - b. Upon request from the County's custodian of public records, provide the County 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, Florida Statutes, or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
 - d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request

from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

- 14.2. The Contractor's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.
- 14.3. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:
 - a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
 - b. If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
 - c. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 15. AUDIT

15.1. The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records.

SECTION 16. SCRUTINIZED COMPANIES CERTIFICATION

16.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 17. PUBLIC ENTITIES CRIMES

- 17.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 17.2. By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.
- 17.3. In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.
- 17.4. The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 18. SUSPENSION AND DEBARMENT

18.1. By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 19. NOTICE

19.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:

Greenway Lawn and Landscape LLC aka Greenway Lawncare 4930 Spring Park Road Jacksonville, FL 32207 Attention: JD Nixon

If to County:

Clay County P.O. Box 1366 477 Houston Street

Green Cove Springs, FL 32043

Attention: Howard Wanamaker, County

Manager

Copy to: Teresa Gardner, Public Works Director and Jeff Smith, Project Manager

SECTION 20. SUBCONTRACTORS

20.1. Subcontractors may be utilized by the Contractor. The Contractor shall provide the names of all subcontractors performing any Services under this Agreement to the Project Manager. Any subcontractor utilized by Contractor, shall be supervised and compensated by Contractor. The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subcontractors and of persons directly or indirectly employed by them. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 21. INDEPENDENT CONTRACTOR

21.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 22. NO ASSIGNMENT

22.1. The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 23. NO THIRD-PARTY BENEFICIARIES

23.1. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

SECTION 24. CONFLICT OF INTEREST

24.1. Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

SECTION 25. AMENDMENT OR MODIFICATION OF AGREEMENT

25.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents or Invoices forwarded by the Contractor to the County.

SECTION 26. FURTHER ASSURANCES

26.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Contractor further agrees to execute such documents as the County may reasonably require.

SECTION 27. REMEDIES

27.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 28. GOVERNING LAW AND VENUE

28.1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 29. ATTORNEYS' FEES

29.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 30. WAIVER

30.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 31. SEVERABILITY

31.1. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 32. HEADINGS

32.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 33. COUNTERPARTS

33.1. The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same Agreement.

SECTION 34. AUTHORITY

34.1. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

	Greenway Lawn and Landscape LLC aka Greenway Lawncare
	By:
	Print Name:
	Print Title:
	Clay County, a political subdivision of the State of Florida
	By:
ATTEST:	
Tara S. Green Clay County Clerk of Court and Comptroller Ex Officio Clerk to the Board	- r
F:\Contract\Public Works\Mowing - Right-of-Way North.d	loc

ATTACHMENT A

BID NO. 21/22-36, RIGHT-OF-WAY MOWING (NORTH) RE-BID

PURPOSE

Clay County is seeking services for roadside right-of-way mowing. Grass and vegetation shall be mowed with conventional mowing equipment. Use of specialized equipment or hand labor shall be required to perform work in certain areas or during certain times. Vegetation consists of planted and/or natural grasses, weeds, and other plant life within the area to be mowed.

SCOPE OF SERVICES

1. <u>LABOR, MATERIALS AND ON-SITE IDENTIFICATIONS:</u>

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work required in the scope of this bid. All vehicles and equipment used by the contractor shall be marked clearly and legibly with the contractor's name and phone number.

2. <u>AUTHORITY OF THE PROJECT MANAGER:</u>

All work shall be done to the satisfaction of the County's Project Manager. The primary authority of the project manager shall be to evaluate the contractor's work for compliance with the bid requirements. At no time shall the project manager supervise the contractor's workforce nor create any responsibility for the acts or omissions of the contractor, subcontractor or supplier during the resulting contract period.

3. <u>CONTRACTOR'S SUPERINTENDENT AND SINGLE POINT OF CONTACT PERSON:</u>

The contractor's Superintendent shall be designated as the "single point of contact person" for the resulting contract of this bid. The superintendent shall be the liaison with the County for all communication and be readily available via phone or E-mail. The contractor's superintendent shall notify the County's project manager each workday before 8:00 AM of where crews shall be working that date, confirm areas worked/completed the day before and list any items of possible concern either for the contractor or the county.

The contractor shall be responsible for inspecting and verifying that all roads reported as being complete meet the quality standards set forth in the bid requirements. This verification shall be in writing or E-mail to the County's Project Manager. This verification shall state that the listed areas have been mowed, trimmed, edged and debris removed all in accordance with the scope of work.

If on inspection by the County's Project Manager, the completed road(s) are found to be deficient, the Project Manager shall contact the contractor's superintendent and advise in

writing that the purported completed areas are deficient and describe those deficiencies. The contractor shall have (48) hours to correct the stated deficiencies, weather permitting.

Upon completion of remedial work, the contractor's superintendent shall notify the Project Manager that all remedial work has been completed. If the Project Manager determines that a section of the pond remains deficient following the remedial work, the contractor shall be issued a second written statement of observed deficiencies and the corrective action cycle shall be repeated. If the remedial work is not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the contractor's next invoice.

4. <u>MAINTENANCE OF TRAFFIC</u>:

It shall be the contractor's responsibility to develop a traffic control plan and receive approval of the Project Manager prior to beginning work.

Traffic control shall be accomplished in accordance with the FDOT Manual on Uniform Traffic Control Devices and the FDOT Standard Plans, latest edition. No separate payment shall be made for traffic control.

Some roadway segments may have limited access. These segments may require special attention with respect to traffic control.

5. **WORKSITE TRAFFIC SUPERVISOR:**

The contractor shall have a Worksite Traffic Supervisor whose responsibility shall be to initiate, install and maintain traffic control devices. The Worksite Traffic Supervisor shall have a minimum of one-year experience in worksite traffic control in a supervisory or responsible capacity.

The Worksite Traffic Supervisor shall review the project daily and be involved in any changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and material needed to always maintain traffic control and handle traffic related situations and shall insure that deficiencies in traffic control are corrected.

Failure of the contractor to comply with the above provisions shall result in a temporary suspension of work and a request to immediately vacate the work site. Continuance of work shall be allowed only after traffic control is approved and in operation.

6. <u>OBSTRUCTION BY OTHER WORK</u>:

If access to work sites is obstructed by construction, the contractor shall immediately notify the Project Manager to coordinate work around the area of construction. At no time shall the contractor be entitled to compensation or adjustments for work that was deleted or delayed due to such construction.

7. PERMITS, FEES AND NOTIFICATIONS:

It shall be the contractor's responsibility to conduct the work in accordance with required.

8. HAZARDOUS AND/OR TOXIC WASTE AND POLLUTANTS:

Should the contractor encounter or expose a condition that may indicate the presence of hazardous and/or toxic wastes or pollutants, all operations in the immediate vicinity shall be discontinued and the Project Manager shall be notified immediately. When encountered, the contractor shall make every effort to minimize the spread of hazardous and/or toxic wastes or pollutants into uncontaminated areas.

Disposition of the hazardous and/or toxic wastes or pollutants shall be done by others, not the contractor. The contractor's operation shall not resume in such areas until so directed by the Project Manager.

9. RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The contractor shall use due care to avoid damaging all property associated with, adjacent to or in any way affected by the work being performed. This applies to private property as well as public property and all utilities that may exist within the work area. Included in this provision are privately owned items such as shrubbery, flower beds, irrigation systems (sprinkler heads), mailboxes and other items which may be located within the County's right-of-way or easements. The project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

Except for streetlights, traffic signs, guardrails, delineators and other traffic appurtenances, all repairs shall be made by the contractor at their expense. All repair work shall be completed prior to submitting an invoice for payment. Repair work performed by the contractor in an unsatisfactory manner may be repaired by the County with all incurred costs deducted from the contractor's billing.

Damaged streetlights and traffic items shall be repaired by the County at the current total cost of materials, labor, and equipment. Such total costs shall be deducted from moneys due to the contractor for work completed.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

10. PROVISIONS FOR CONVENIENCE OF PUBLIC:

The contractor shall schedule operations to minimize inconvenience to adjacent businesses and residents as well as vehicular traffic.

11. WORK HOURS:

In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit visibility to less than 500 feet. No work shall be permitted on Sundays or County Holidays without prior written permission of the Project Manager.

12. SUSPENSION OF WORK:

The Project Manager shall have the authority to suspend work, wholly or in part, for such periods as may be deemed necessary. These periods of suspension include adverse weather conditions, special events and other situations that may cause a hazardous condition for motorists and/or pedestrians. Such suspensions of work shall be ordered in writing explaining the reasons for the suspension. Normal operations shall resume as directed by the Project Manager. No additional compensation shall be applicable for delay.

13. ASSIGNMENT OF WORK TO OTHERS:

If the Project Manager determines that the contractor has fallen behind schedule by two (2) weeks or more, the County reserves the right to assign unfinished work on any cycle to another mowing Contractor or County forces. The contractor shall not be due any compensation for any work performed by another Contractor or County forces. This assignment of work may be made without declaring the contractor in default of the contract.

14. <u>LIMITS OF PROJECT</u>:

Work shall be performed only in County right-of-way or easements. The roadside right-of-way mowing locations are defined in Appendix A. The work consists of furnishing all labor and equipment and performing all operations necessary for grass mowing, grass trimming, edging, and litter removal within County right-of-way and easements, including sloped banks, grassed and landscaped roadsides. Care shall be taken so as not to disturb any private property.

The County reserves the right to modify the mowing schedule, suspend service, alter the area to be mowed, or cancel mowing of a site for any reason.

If the County identifies additional services and/or sites that are not covered under the original Agreement, such additional services may be made a part of this Agreement by a written Amendment.

15. SEQUENCE OF WORK:

The roadside rights-of-ways scheduled for mowing are listed in Appendix A. The contractor shall present as a project submittal a proposed schedule of operations to complete the proposed work within each allotted cycle and in accordance with the bid requirements. A two-week look ahead schedule shall be provided to the Project Manager on the 1st and 3rd week of each month. The two-week look ahead shall describe where each

crew shall be working on a specific date. The schedule shall describe a logical/geographically connected sequence to complete all work within the specified times and frequencies.

Cycle dates and the interim between cycles cannot be changed without the written consent of the Project Manager. Should the contractor desire to change the order of the schedule, such change(s) shall be brought to the attention of the Project Manager and shall require the Project Manager's approval, in writing. The general sequence of work under each cutting cycle for the contractor shall be as follows:

- (1) Litter patrol and/or roadside litter removal.
- (2) Mowing.
- (3) Trimming.
- (4) Edging (highlighted with * in Appendix A).
- (5) Removing grass and debris on roadways, sidewalks and curb and gutter as applicable.
- (6) Quality Control Inspection by contactor.
- (7) Work complete report to Project Manager.

Note: For each road segment listed in Appendix A, work items numbered 1-6 shall be started and completed within a maximum of two (2) working days.

16. <u>SCHEDULE OF WORK:</u>

The work specified in these Contract Documents for the roadsides described in Appendix A, shall be performed in its entirety. Each cutting cycle is to be completed in its entirety prior to beginning the next cut.

The following schedule shall be used.

<u>Cut No.</u>	Beginning Date	Completion Date
1	April 1	April 30
2	May 1	May 31
3	June 1	June 30
4	July 1	July 31
5	August 1	August 31
6	September 1	September 30
7	October 1	October 31
8	November 1	November 30

^{*}The first year cut cycle will not begin on April 1st and will be dependent upon the resulting contract's start date. Anticipated first year start date is June 1.

17. LIQUIDATED DAMAGES:

The contractor shall pay to the County liquidated damages in the amount of fifty dollars (\$50.00) per workday for failure to complete the Contract work by the completion date specified above on each cut.

As an alternative, the County reserves the right to deduct unfinished work on any cut, which has fallen behind schedule. In such case, the County may assign the unfurnished work to another contractor or County forces. The contractor shall be held liable for any additional cost resulting from the assignment of unfinished work. Remedial work, which may be called for by the Project Manager for failure to adequately perform the work, and rain days shall not be considered justifiable cause for time extensions.

Allowing the contractor to continue to work, or any part of it, to completion, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due.

No liquidated damages shall be imposed for delays caused by the County.

18. REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICE:

If any defined action, duty or service, or part thereof, assigned is not performed by the contractor, the value of such action, duty or service, or part thereof, shall be determined and deducted from any invoice claiming such items for payment. If any action, duty or service, or part thereof, has been completed but is determined by the Project Manager to be unsatisfactory, the contractor shall be so notified and given an appropriate amount of time to correct the deficiency. The County shall withhold payment for unsatisfactory work until such time as the work is determined to be acceptable.

19. **QUANTITIES**:

Actual reimbursement to the contractor shall be based on the Unit Prices established in this bid and the resulting contract. No quantities are guaranteed. Payment quantities shall be determined by field verification with the Project Manager during the actual cut cycle.

20. QUALIFICATION OF PERSONNEL:

The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance.

21. <u>LIMITATION OF OPERATION</u>:

All moving equipment shall be operated in the same direction as the flow of vehicular traffic when being operated within ten feet (10') of any travel way. Exceptions shall be made only when the work site is protected by flaggers and warning devices in accordance with the FDOT MUTCD.

The contractor shall plan operations to minimize bridge crossings. When it is necessary for equipment to cross bridges, extreme care shall be taken using shoulder areas when present.

When crossing travel ways, the crossing shall be accomplished at a predetermined site that allows a safe and unobstructed site distance for oncoming traffic. The equipment operator shall stop before crossing traffic to allow approaching vehicles to pass. Traffic crossings shall be kept to a minimum.

No equipment shall be left overnight within the County's right-of-way or easement without permission from the Project Manager. Parking equipment in the medians shall not be permitted.

All service and supply operations shall be conducted at locations that shall not interfere with vehicular or pedestrian traffic and shall be outside the clear zone. Service vehicles shall be allowed in work areas only to repair or remove equipment, which has become inoperable.

22. SAFETY:

All vehicular equipment including riding mowers shall be equipped with safety devices and provide mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18-inch X 18-inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. All employees shall wear high visibility apparel that meets the standards for High-Visibility Safety Apparel as established by The American National Standards Institute (ANSI) while performing work on this project.

These requirements are to be considered as minimum and the adherence to them shall in no way relieve the contractor of the responsibility of ensuring the safety of employees and the public.

No separate payment shall be made for safety equipment and/or devices.

23. TOOLS AND EQUIPMENT:

It shall be the contractor's responsibility to determine the appropriate type, size and quantity of tools and equipment and the personnel necessary to complete the work called for in the time frame specified herein. An equipment list shall be submitted with the bid response.

All motorized equipment utilized by the contractor shall be painted a color of high visibility. Such equipment and attached safety devices, signs and lights shall be always maintained in proper working order. Approval of the contractor's equipment by the County shall not relieve the contractor of responsibility or liability for personal injury or property damage caused by the equipment operation.

Should the Project Manager determine that any of the equipment is deficient in safety devices, in poor working order or is damaging the turf, ground, curbing and/or pavement, the contractor shall be notified, and such equipment shall be promptly removed from service until the deficiency is corrected to the satisfaction of the Project Manager.

Equipment used to transport litter and debris shall be covered and constructed in such a manner as to prohibit distribution or loss of litter along the roadway.

Additional equipment may be requested by the Project Manager if it is determined that the contractor has insufficient equipment on the job to complete the work called for in the time frame specified. All additional equipment, when requested, shall meet the same equipment requirements specified herein.

The equipment used by the contractor shall be in good repair and shall be maintained to always produce a clean, sharp cut and a uniform distribution of the cuttings. The mowers shall be adjustable to produce a cut no higher than three-inches (3"). Mower blades shall be sharpened.

Equipment shall be required to adequately cut grass on overpasses, ditch banks, ditch bottoms and areas beyond the ditch banks within the right-of-way. Areas for which cutting, and trimming is required are not restricted to only those areas of tractor access. If a ditch bottom is too wet for tractor access (excluding those with standing water more than two inches (2") deep or if an area such as a ditch bank or area beyond the ditch bank is not accessible by tractor, some other means of mowing shall be provided, such as an articulated arm mower, manual trimming, etc. Lack of suitable equipment on the site shall not be considered as a reason for not mowing an area. At no time shall equipment failure be deemed a reason for delay in work production.

The contractor shall be required to maintain as part of their inventory "front deck mowers" for narrow/small areas. This equipment shall be part of the "list of all equipment" required below.

24. MOWING:

24.01 DESCRIPTION

The work covered by this Section consists of the routine mowing of grassed and/or vegetated roadside areas with commercial grade, high production mowing equipment. Vegetation to be mowed shall include grass, vines, weeds and small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground.

Grass clippings shall be cleared from sidewalks, drives, and parking areas immediately after each cutting. If at any time, after cutting, clippings should be left in visible clumps or piles, this excess shall be removed immediately.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

24.02 WIDTH OF CUT

The width of cut for all roads described in Appendix A shall be from right-of- way line to right-of-way line, including ditches, swales, and backslopes and medians for each road. The acreage for each site accounts for areas not to be cut (wooded areas, areas of ornamental shrubbery, asphalt pavement, sidewalks, etc.). Right-of-way or easement location shall be subject to concurrence of the Project Manager. The number of acres to be completed may vary per cycle when wildflowers are in bloom or are reseeding.

For roads where fence lines are located on the right-of-way line, mowing shall be accomplished within six inches (6") of the fence. Care shall be taken to avoid damage to the fences.

24.03 HEIGHT OF CUT

The height of cut for all sites shall be no higher than three-inches (3"). This includes the remaining trunk or stub of trees (2" diameter or less) and shrubs, which are to be cut. At no time shall the contractor allow mowers or trimmers to cut grass low enough to cause injury to the root system of the grass being mowed or that of adjacent trees and shrubs, which are to remain.

24.04 REMOVAL OF SMALL TREES AND SHRUBS

Small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground shall be either removed from the job site or consumed by the mowing operation.

Removal of small trees, limbs and/or branches that can be picked up by hand and that are less than 4 inches in diameter shall be the contractor's responsibility. Vegetation covered by this Section shall consist of all grass, part grass and part weed growth, or all weed growth, and all overhanging vine growth within the area to be mowed; vegetation may be dead or alive. All such material removed shall be disposed of at an appropriate landfill with payment incidental to the applicable item. However, when large trees, limbs and/or branches are encountered on site, the contractor shall notify the Project Manager to arrange for their removal. Mowing and trimming shall continue around such objects until they are removed.

No separate payment shall be made for collecting and removing any such small trees and/or shrubs from the job site.

24.05 REMOVAL OF LITTER AND LARGE DEBRIS

Litter and debris removal shall be performed each cut cycle. Prior to mowing and trimming, the contractor shall locate and remove from each site all large items of debris, which may be torn, ripped, or scattered by the mowers or trimmers. The method of removal shall be at the contractor's discretion. However, should the contractor fail to remove debris and its operation causes it to be scattered, payment for that site shall be withheld until all debris has been completely removed and disposed of. The litter shall be removed from the site prior to beginning any other work. Subdividing, ripping, or scattering litter by mowing shall not be allowed.

Litter and/or debris shall consist of various size bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, junk metal, brush, white goods, furniture, dead animals, and other items not considered normal to the right-of-way or easement. It is not intended that minute objects such as cigarette butts, chewing gum wrappers, and similarly sized items be included in the items to be removed from the cut area.

Any tires or white goods including, but not limited to, refrigerators, stoves, microwave ovens and air conditioners shall be reported to the Project Manager immediately upon their encounter. The Project Manager shall arrange for pickup by others.

Payment for this work shall be made at the respective Unit Price established in the Proposal for "Litter Removal".

The contractor shall notify the Project Manager of any dead animals encountered. The Project Manager shall be informed of the animal's location. The contractor shall not be responsible for the transport or disposal of dead animals.

25. TRIM WORK (WEEDWHACKING/EDGING):

25.01 DESCRIPTION

The work covered by this Section consists of the routine trimming and edging of grass and the other vegetation with commercial grade, high production equipment. Trim work shall be accomplished around and/or along permanent objects including but not limited to, posts, poles, trees, shrubs, fences, sidewalks, columns, headwalls, etc. Unless otherwise specified, manual labor and equipment required to perform the work shall be incidental to the mowing being performed. Roads, with sidewalks or trails, requiring edging are highlighted with an asterisk (*) in Appendix A. Edging shall be paid for each road segment by the linear footage shown in Appendix A and measured per cut cycle.

25.02 SCHEDULE

The schedule for trim work shall be the same as that established for mowing and shall be accomplished concurrently with the mowing operations. The trim work may be performed before or after the mowing operations, but the time between litter pickup and reporting completion of all work at a location as described on the work complete report shall not exceed two (2) days.

25.03 DAMAGE PREVENTION AND SAFETY

Special care shall be taken when trimming around trees and/or shrubs to avoid damaging surface roots and bark as well as fences and other items which are subject to damage by the trimming operation. All equipment utilized for trim work shall be equipped with adequate safety devices to protect the operator from flying debris. It shall be the contractor's responsibility to ensure that all trimming equipment operators are performing the work in a safe manner.

25.04 HEIGHT OF CUT

The height of cut for grass and vegetation, which is to be trimmed, shall be no higher than three-inches (3"). At no time shall the trimmers cut grass and/or vegetation low enough to damage the root system of the vegetation being trimmed.

26. PAYMENT:

The contractor shall be paid for work accomplished and accepted for at the respective Unit Prices established in the bid document not later than 45 days from receipt of proper invoice. Each Unit Price shall include all labor, materials, tools, and equipment necessary to accomplish the work called for.

Payment shall be made only for actual quantities of work performed and accepted, provided certain payments have not been withheld as stipulated by these bid requirements.

31. PAYMENT REQUESTS:

The contractor shall invoice the County monthly. The contractor may request payment only after each required cut cycle is completed and accepted in its entirety.

PARTIAL PAYMENTS:

Partial payment shall mean payment for work performed on a portion of an individual site or a portion of the sites during any cycle. Except as noted below, no payment shall be made for individual sites until all the sites on the current cycle have been mowed, trimmed, and edged and all litter, debris and clippings removed and disposed of in accordance with the requirements of this bid.

Partial Payment, as defined above, shall be made only when the contractor cannot perform all the work called for due to circumstances beyond its control. The contractor shall notify the Project Manager immediately upon encountering such circumstances to allow for remedial action and/or approval of partial payment.

33. <u>TERMS</u>:

The initial contract shall be awarded to the lowest responsive and responsible bidder for a period of twenty-four (24) months from the date of the Board of County Commissioners approval, with the County reserving the right and option to extend the contract for an additional two (2) periods of twelve months each, if such is agreeable with the successful contractor.

Adjustment of rates may be negotiated during a renewable term if requested by the contractor in writing to the County ninety (90) days in advance of the renewal date. Any adjustment shall require concurrence from the County.

34. <u>ADDITONAL SERVICES AND FEES:</u>

If the County and/or contractor identifies any additional services to be provided by contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the contractor.

35. <u>PERFORMANCE EVALUATION:</u>

A work performance evaluation will be conducted periodically to ensure compliance with the resulting contract.

ATTACHMENT B

APPENDIX A RIGHT-OF-WAY MOWING (NORTH)

ROAD	START	FINISH	LENGTH	LENGTH LEFT	LENGTH RIGHT	ACRES
PEORIA DR*	COLLEGE DR	R/R TRACKS	3,616	30	30	4.98
DOCTORS LAKE DR*	PEORIA RD	COUNTY LINE	18,657	17.5	17.5	14.98
MOODY AVE*	PEORIA RD	COUNTY LINE	19,200	20	20	17.63
CHALLENGER DR *	OLD JENNINGS	BRANNAN OAKS DRIVE	10,900	0	50	12.51
CHALLENGER DR *	OAK LEAF LN	KINDLEWOOD DR	4,010	0	40	3.68
CHALLENGER DR *	KINDLEWOOD DR	END/S.R. 23 ON RAMP(INCLUDE UNDERPASS)	1,940		15	0.67
CHALLENGER DR	OLD JENNINGS	END/S.R. 23 ON RAMP(INCLUDE UNDERPASS)	16,850	21	0	8.12
KINDLEWOOD DR	CHALLENGER DR	END OF MAINTENANCE	3,650	21	21	3.52
TRAIL RIDGE RD*	DISCOVERY DR	TYNES BLVD	4,928	17	18	3.95
DISCOVERY DR *	OLD JENNINGS RD	OAKLEAF PLANTATION PKWY	15,025	0	23	7.93
DISCOVERY DR	OLD JENNINGS RD	OAKLEAF PLANTATION PKWY	15,025	21	0	7.24
OLD JENNINGS RD	LIVE OAK	CHALLENGER DR	16,558	24	26	19.00
TYNES BLVD*	OLD JENNINGS	PINE RIDGE COMMUNITY ENTRANCE	2,200	25	42	3.03
LONG BAY RD	BLANDING BLVD (SR21)	OLD JENNINGS RD	13,300	24	21	13.78
CR 220B	LONG BAY RD	BLANDING BLVD (SR21)	2,200	25	25	2.58
OLD JENNINGS RD*	CHALLENGER	SR 21 (BLANDING BLVD)	4,680	12	14	2.79
HENLEY RD*	CR 220	BLANDING BLVD	7,590	10	13.5	4.09
CR 220	BAXLEY RD	HENLEY RD	6,730	27	38	10.04
BAXLEY RD	CR 220	BLANDING BLVD (SR21)	2,580	17	30	2.78
CR 220	BLANDING BLVD (SR21)	BAXLEY RD	9,735	30	42	16.09
CR 220	HENLEY RD	LITTLE BLACK CREEK BRIDGE	3,940	35	28	5.70
CR 220*	LITTLE BLACK CREEK BRIDGE	KNIGHT BOXX RD	1,790	20	20	1.64
KNIGHT BOXX*	CR220	BLANDING BLVD	6,185	14	18	4.54
WASHINGTON AVE*	CLEVELAND AVE	POND 22	8,500	7.5	7.5	2.93
CLEVELAND AVE*	WASHINGTON AVE	BLANDING BLVD	4,000	12	12	2.20
HENLEY RD*	BLACK CREEK BRIDGE	CR220	5,170	13	13	3.08
HENLEY RD/ RIO BLANCA*	CR209	BYRON RD	910	30	38	1.42
HENLEY RD*	SANDRIDGE RD	CR209	11,830	20	21	11.11
HENLEY RD*	CR 218	SANDRIDGE RD	5,882	15	11	3.51
CR 315A	CR 315	SR 16	5,950	25	25	6.83
HIBERNIA RD*	US17	PINE AVE	2,200	24	30	2.73
PINE AVE*	HIBERNIA	US17/ RAGGETY POINT	21,000	28	26	26.03
BALD EAGLE DR*	US17	PINE AVE	1,000	25	25	1.15
				TOTAL LF-ROW-EDGING		161,213
				TOTAL ACRES-ROW-LITTER		232.26
* Linear Footage (Area) to	be Edged Item 3 Price Sheet			TOTAL ACRES-ROW-MOW		232.26

^{*} Linear Footage (Area) to be Edged Item 3 Price Sheet

ATTACHMENT C

BID NO. 21/22-36, RIGHT-OF-WAY MOWING (NORTH) RE-BID

PRICE SHEET

(Total shall include scope of services for Right-of-Way Mowing (North) in accordance with locations and frequency listed in the bid and Appendix A)

RIGHT-OF-WAY MOWING (NORTH) (for 8 cut cycles)

ITEM	DESCRIPTION	Unit	Unit Price	Estimated Quantity	Extended Total
1	Litter Removal	Acre	20-00	1,858.08	37,161.60
2	Mowing and Trimmimg	Acre	45.00	1,858.08	83,613.60
3	Edging	LF	0.05	1,289,704	64,485.20

^{*}An equipment list shall be submitted with the bid response.

Total cost per specifications of extended totals for items 1-3 above: \$
Total Bid Written Words:
one hundred eighty-five thousand two hundred sixty + 100
COMPANY NAME: Green Way Lahn & Landsupe

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.

^{**}The County reserves the right to request a more defined schedule of values from contractors.



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee DATE:

FROM: Karen Smith, Administrative and Contractual Services

SUBJECT:

- 1) Approval to post notice of intent and award Bid No. 21/22-37, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.
- 2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The purpose of this bid is to provide roadside right-of-way mowing services for the County's South locations.

The bid was sent to 35 vendors with 1 bid received.

Is Funding Required (Yes/No):

If Yes, Was the item budgeted

Yes (Yes\No\N/A):

•

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

Yes

Account # FD1001-CC1203-SC546100 Amount - Unit prices as needed

Advanced Payment Sole Source (Yes\No): (Yes\No): No No

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description

agreement south

REVIEWERS:

Department Reviewer Action Date Comments

Administrative

and Approved Thomas, Karen 5/11/2022 - 4:43 PM AnswerNotes Contractural

Services

County Wanamaker, Approved 5/11/2022 - 4:44 PM AnswerNotes

Manager Howard

Clay County Agreement/Contract No. 2021/2022 –

AGREEMENT FOR RIGHT-OF-WAY MOWING (SOUTH)

This Agreement for Right-of-Way Mowing (South) ("Agreement") is entered into this day of May, 2022 by and between Greenway Lawn and Landscape LLC, a Florida Limited Liability Company, aka Greenway Lawncare ("Contractor") and Clay County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, the County issued a Request for Bid, Bid No. 21/22-37, Re-Bid ("Bid"), to engage a contractor to provide mowing, trimming, and litter debris removal within Clay County's roadside right-of-way and easements located in the County's south locations; and

WHEREAS, the Contractor responded to the Bid with a proposal to offer the requested services ("Contractor's Response"); and

WHEREAS, the County evaluated the proposals submitted, and the County selected the Contractor as the lowest responsive, responsible qualified contractor; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the Bid including all specifications and attachments incorporated into the Bid and the Contractor's Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Contractor desires to provide the services to the County as set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. SERVICES

- 1.1. The Contractor shall furnish all supervision, materials, equipment, tools, transportation and supplies and perform all labor, services, and operations necessary for mowing, trimming, and litter debris removal within Clay County's right-of-way and easements, including sloped banks, grassed and landscaped roadsides as set forth in the Bid Scope of Services attached hereto as **Attachment A** and incorporated herein by reference (the "Services").
- 1.2. The Services shall be performed in County right-of-way or easements at the south roadside locations identified in Appendix A to the Bid attached hereto as **Attachment B** and incorporated herein by reference.

1.3. The Contractor shall provide Services at the designated roadside locations in accordance with the following cutting cycles:

Cut Number	Beginning Date	Completion Date
1	April 1	April 30
2	May 1	May 31
3	June 1	June 30
4	July 1	July 31
5	August 1	August 31
6	September 1	September 30
7	October 1	October 31
8	November 1	November 30

The general sequence of Services to be performed by the Contractor under each cutting cycle shall be as follows:

- 1. Litter patrol and/or roadside litter removal
- 2. Mowing
- 3. Trimming
- 4. Removing grass and debris on roadways, sidewalks and curb and gutter as applicable
- 5. Quality Control Inspection by Contractor
- 6. Services complete report to the Project Manager
- 1.4. The Contractor shall provide to the Project Manager a two-week look ahead schedule on the 1st and 3rd week of each month. The two-week look ahead shall describe the location(s) where each crew shall be working on a specific date. The schedule shall describe a logical/geographically connected sequence to complete all Services within the specified times and frequencies. It shall be the responsibility of the Contractor to update the schedule as needed and provide all updated schedule(s) to the Project Manager. The Contractor's failure to comply with the schedule may result in termination of the Agreement by the County.
- 1.5. In providing the Services, the Contractor shall:
 - 1. Perform the Services in accordance with the County's specifications, standards, and requirements as set forth in **Attachment A**.
 - 2. Be familiar with the Services, locations, schedule, and the conditions under which the Services are to be completed.
 - 3. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County.
 - 4. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County.
 - 5. Not use any false, deceptive or misleading trade practices in the performance of the Services.

- 1.6. In entering into this Agreement, the Contractor represents that it now has or will secure all personnel and equipment required to perform all Services under this Agreement. The Contractor shall provide to the Project Manager a list of equipment that will be used by the Contractor to perform the Services. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Services comply with the terms of this Agreement, have current licenses and permits required to perform the Services, and are fully qualified and capable to perform their assigned tasks. Upon the Project Manager's request, the Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Services.
- 1.7. For purposes of this Agreement, the County's Project Manager shall be Jeff Smith, Deputy Director of Operations for the County or as designated by the County's Public Works Director. All Services shall be performed to the satisfaction of the Project Manager in accordance with this Agreement.
- 1.8. The Contractor shall designate a Superintendent who shall serve as the single point of contact. The Superintendent shall be the Contractor's liaison with the County for all communication pertaining to this Agreement and shall be readily available via telephone and/or e-mail. The Superintendent shall notify the Project Manager each workday before 8:00 a.m. of the location(s) where crews shall be working for that date, confirm locations and/or areas worked/completed the day before, and list any items of possible concern. The Superintendent shall be responsible for inspecting and verifying that all locations reported as being complete are complete and meet the quality standards set forth in **Attachment A**.
- 1.9. If on inspection by the County's Project Manager, the completed location(s) are found to be deficient, the Project Manager shall contact the Superintendent and advise in writing that the purported completed areas are deficient and describe those deficiencies. The Contractor shall have forty-eight (48) hours to correct the stated deficiencies, weather permitting ("Remedial Services"). Upon completion of Remedial Services, the Contractor's Superintendent shall notify the Project Manager that all Remedial Services have been completed. If the Project Manager determines that a section of the road remains deficient following the Remedial Services, the Contractor shall be issued a second written statement of observed deficiencies and the corrective Remedial Services shall be repeated. If the Remedial Services are not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the Contractor's next Invoice. This assignment of Services may be made without declaring the Contractor in default of the Agreement.
- 1.10. If the Project Manager determines that the Contractor has fallen behind the schedule by two (2) weeks or more, the County reserves the right to assign unfinished Services to another mowing contractor or County forces. The Contractor shall not be due any compensation for any Services performed by another contractor or County forces and shall be held liable for any costs resulting from the assignment of any unfinished Services. This assignment of Services may be made without declaring the Contractor in default of the Agreement.
- 1.11. The parties agree that the County shall retain the absolute right to eliminate any or all Services associated with the Agreement without penalty or liability for any claims for anticipated

overhead or profits. The County also reserves the right to modify the schedule or Services and suspend or cancel Services, in whole or in part, for any reason. Additionally, the County reserves the right to add, delete, or modify locations as necessary at the County's discretion.

- 1.12. The Contractor shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").
- 1.13. In performance of the Services, the Contractor is bound by and shall comply and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.
- 1.14. The County may conduct performance evaluations at any time during the term of this Agreement to ensure compliance with the Agreement.

SECTION 2. ADDITIONAL SERVICES AND FEES

2.1. If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under this Agreement but are beneficial to the County, such additional work, materials, or services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

SECTION 3. TERM

3.1. The term shall begin on June 1, 2022 and shall remain in effect for a period of twenty-four months through May 31, 2024, unless otherwise terminated as provided herein. The County reserves the option to renew the Agreement for two (2) additional twelve month periods, each a "renewal term", upon subsequent written agreement of the parties.

SECTION 4. PAYMENT FOR SERVICES

- 4.1. Payments will be made by the County to the Contractor only for actual quantities of Services performed by the Contractor and accepted by the County at the unit prices set forth in the Price Sheet attached hereto as **Attachment C** and incorporated herein by reference upon presentation of an Invoice submitted to the County in accordance with Section 5.
- 4.2. The unit prices in **Attachment** C shall include the Services performed by the Contractor and its subcontractors, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Contractor's performance of the Services.

- 4.3. If any Service is not performed by the Contractor, the value of such Service, shall be determined and deducted from any Invoice claiming such items for payment. The County shall withhold payment for unsatisfactory or deficient Services until such time as the Services are determined to be acceptable by the Project Manager.
- 4.4. No increases in the unit prices reflected in **Attachment C** are permitted during the initial twenty-four month term. Thereafter, the Contractor may request an adjustment to the unit prices by providing written notice to the Project Manager no later than ninety (90) days prior to the end of the initial term and any renewal term thereafter. The written notice must identify the requested adjustments to the unit prices and the reasons for the adjustments. The County and the Contractor may then enter into negotiations to address the requested adjustments. If the Contractor fails to timely provide written notice along with supporting documentation for the adjustment and/or the County determines that the requested adjustment is excessive, the County may refuse to accept the requested adjustment and may refuse to enter into a renewal term. Any agreed to adjustments to the unit prices during a renewal term shall be made a part of this Agreement by a written amendment.

SECTION 5. PAYMENT PROCEDURES

- 5.1. As used in this Section, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.
- 5.2. The payment for Services by the County shall be based on Invoices submitted by the Contractor to the Paying Agent no more than once per month upon completion of a cutting cycle that has been accepted by the County. Except as provided for in **Attachment A** under partial payments, no payment shall be made for individual locations until all the locations on the current cutting cycle have been completed.
- 5.3. Invoices shall be signed by the Contractor and include the following information and items:
 - 1. The Contractor's name, address and phone number, including payment remittance address.
 - 2. The Invoice number and date.
 - 3. Reference to the Agreement by its title and number as designated by the County.
 - 4. The period of the Services covered by the Invoice.
 - 5. Identify the cutting cycle along with the locations serviced, the actual date of Service, and description of Services provided.
 - 6. The total amount of payment requested along with unit price and actual quantity of Services provided.

- 7. Any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.
- 5.4. By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.
- 5.5. Upon receipt of an Invoice submitted under this Section, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered, installed, or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or the Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice has not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or the Project Manager shall notify the Contractor that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.
- 5.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting with the County Manager between the Contractor's representative and the Project Manager, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.
- 5.7. Prior to submitting an Invoice, the Contractor shall certify that all subcontractors and suppliers having any interest or performing any of the Services have received their pro rata share of previous periodic payments to the Contractor for all Services completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the Services or supplying any of the materials with respect to their pro rata shares of the payment for all Services completed and materials supplied. The term "subcontractors", as used herein, shall mean a person(s) or firm(s) that enters into a subcontractor agreement with the Contractor for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services for which partial payment has been made by the County and work done under equipment rental contracts.

SECTION 6. DEFAULT AND TERMINATION

- Default. If the Contractor fails to satisfactorily perform any provision of this Agreement, 6.1. fails to comply with the County's standards and requirements set forth in Attachment A, fails to perform on time and comply with the schedule, fails to use proper tools or equipment to perform the Services, provides false or inaccurate information, fails to comply with the terms, conditions, and obligations of this Agreement, fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written Notice of Default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the County does not approve the cure plan, then the County may terminate this Agreement for cause.
- 6.2. Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods and/or services similar to those terminated, and the Contractor shall be liable for any excess costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.
- 6.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The Project Manager shall give thirty (30) days prior written Notice of Termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as are specifically authorized in writing by the County.
- 6.4. Unless directed differently in the Notice of Termination, the Contractor, shall incur no further obligations in connection with the terminated services, and shall stop Services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements related to the terminated Services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Contractor must also deliver to the County all documents, including, but not limited to, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the

Contractor and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

- 6.5. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.
- 6.6. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.
- 6.7. Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure". For purposes of this Agreement, the term "Force Majeure" means any cause, action or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a force majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 7. LIQUIDATED DAMAGES

- 7.1. The Contractor must adhere to the cutting cycles (as they may be revised upon written consent of the Project Manager). In the event the Services are not fully completed at each location by the Completion Date for each cutting cycle, a liquidated damage amount may be enforced as further defined below. The parties agree that such liquidated damages are not a penalty.
- 7.2. The parties hereto mutually understand and agree that time is of the essence in the performance of this Agreement and that the County will incur damages if the Services are not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform, and complete the Services at each location by the Completion Date for each cutting cycle in accordance with this Agreement. The parties agree that the total amount of the County's damages, in whole or in part, due to the Contractor's failure to complete the Services by the Completion Date for each cutting cycle, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public works project that will benefit the public and enhance the delivery of valuable services to the public.
- 7.3. Should the Contractor fail to complete the Services by the Completion Date for each cutting cycle in accordance with this Agreement, it is mutually agreed to and understood by both parties that the Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum of \$50.00 per workday for each and every day after the Completion Date for each cutting cycle until final completion is achieved for all location(s). This liquidated damages

provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until final completion has been achieved by any completing contractor or County forces. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County. Notwithstanding the foregoing, the Contractor shall have no liability for any liquidated damages due to or arising from (a) any County delay, unless such delay is due to the Contractor's breach hereunder; or (b) the withholding on the part of the County through the Project Manager of any consent, direction or approval required by the County hereunder which causes delay on the part of the Contractor for which the Contractor has delivered to the County written notice describing the delay and its cause; or (c) delays caused by and directly attributable to any event of Force Majeure. The Completion Date shall be tolled for a period of time equal to the aggregate of all delays arising under the sentence immediately preceding. Remedial Services, which may be called for by the Project Manager for failure to adequately perform the Services and rain days shall not be considered justifiable cause for time extensions or tolling of the time to complete the Services. As an alternative, the County reserves the right to assign Services and deduct unfinished Services and hold the Contractor liable for any costs resulting from the assignment of any unfinished Services in accordance with provision 1.10.

- 7.4. Permitting the Contractor to continue the Services, or any part of the Services, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Agreement.
- 7.5. The parties agree that, although such liquidated damages are difficult to ascertain, the above amount has been agreed upon by the parties as the reasonable approximation of the amount of damages the County would suffer caused by the Contractor's breach addressed above. The County's decision to seek liquidated damages shall not be construed as a waiver of any legal remedies the County may have as to any subsequent default or breach under this Agreement.
- 7.6. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 8. INDEMNIFICATION

- 8.1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from 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 the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.
- 8.2. The Contractor agrees to make payment of all proper charges for labor and materials required in the Services and to defend, indemnify, and save harmless the County, all of its officers, agents, and servants, against all suits and costs and all damages to which the County, or any of its officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of the Services, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or through any act or

omission on the part of the Contractor, its principals, officers, agents, employees, subcontractors, suppliers or servants.

- 8.3. The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.
- 8.4. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 9. INSURANCE

9.1. The Contractor shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$50,000 Damage to Rented Premises \$5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee

9.2. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Services, the Contractor must deliver certificates of insurance for the required insurance coverage to the County's Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation and employers liability, shall add "Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear" as "Additional Insured." The Contractor must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Services. Contractor shall provide

thirty (30) day prior written notification to the County's Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Contractor shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 10. PRESERVATION OF PROPERTY AND FAILURE TO RESTORE DAMAGED PROPERTY

- 10.1. The Contractor shall maintain a safe and secure worksite for the duration of the Services. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Services and secure all equipment, tools, and related materials.
- 10.2. The Contractor shall preserve from damage all property, structures, utilities, services, roads, trees, shrubbery, and irrigation systems along the line of the Services, or which is in the vicinity of or is in any way affected by the Services, the removal or destruction of which is not called for by the Services. This applies to both private and public property and all utilities that may exist in the Service area or vicinity. Whenever such property is damaged as a result from the performance of the Services, or through the negligence of the Contractor, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the Contractor, and at its own expense, or it shall make good such damage or injury in an acceptable manner.
- 10.3. In case of failure on the part of the Contractor to restore such property, or to make good such damage or injury, the County may upon 48 hours' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement. When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the Contractor's expense. Nothing in this Section shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County, provided that such property has not been damaged as a result from the performance of the work or through fault of the Contractor, its employees or agents.

SECTION 11. AUTHORITY TO SUSPEND SERVICES

11.1. The Project Manager shall have the authority to suspend Services, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, special events, or other conditions which are considered unfavorable for the prosecution of the Services. The Services shall resume as directed by the Project Manager. In the event of any such suspension, the Contractor shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Contractor whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 12. TAXES

12.1. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

SECTION 13. APPROPRIATED FUNDS

13.1. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

1SECTION 14. PUBLIC RECORDS

- 14.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:
 - a. Keep and maintain public records required by the County to perform the Services required under the Agreement;
 - b. Upon request from the County's custodian of public records, provide the County 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, Florida Statutes, or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
 - d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request

from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

- 14.2. The Contractor's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.
- 14.3. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:
 - a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
 - b. If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
 - c. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 15. AUDIT

15.1. The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records.

SECTION 16. SCRUTINIZED COMPANIES CERTIFICATION

16.1. In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 17. PUBLIC ENTITIES CRIMES

- 17.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 17.2. By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.
- 17.3. In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.
- 17.4. The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 18. SUSPENSION AND DEBARMENT

18.1. By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 19. NOTICE

19.1. All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:

Greenway Lawn and Landscape LLC aka Greenway Lawncare 4930 Spring Park Road Jacksonville, FL 32207 Attention: JD Nixon

If to County:

Clay County P.O. Box 1366 477 Houston Street

Green Cove Springs, FL 32043

Attention: Howard Wanamaker, County

Manager

Copy to: Teresa Gardner, Public Works Director and Jeff Smith, Project Manager

SECTION 20. SUBCONTRACTORS

20.1. Subcontractors may be utilized by the Contractor. The Contractor shall provide the names of all subcontractors performing any Services under this Agreement to the Project Manager. Any subcontractor utilized by Contractor, shall be supervised and compensated by Contractor. The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subcontractors and of persons directly or indirectly employed by them. Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 21. INDEPENDENT CONTRACTOR

21.1. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Contractor is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 22. NO ASSIGNMENT

22.1. The Contractor shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 23. NO THIRD-PARTY BENEFICIARIES

23.1. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

SECTION 24. CONFLICT OF INTEREST

24.1. Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

SECTION 25. AMENDMENT OR MODIFICATION OF AGREEMENT

25.1. The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents or Invoices forwarded by the Contractor to the County.

SECTION 26. FURTHER ASSURANCES

26.1. Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. The Contractor further agrees to execute such documents as the County may reasonably require.

SECTION 27. REMEDIES

27.1. The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 28. GOVERNING LAW AND VENUE

28.1. The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 29. ATTORNEYS' FEES

29.1. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 30. WAIVER

30.1. No waiver by the County of any breach of any provision of this Agreement by the Contractor shall constitute a waiver of any other breach of either the same provision or of any other provision by the Contractor. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 31. SEVERABILITY

31.1. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 32. HEADINGS

32.1. The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 33. COUNTERPARTS

33.1. The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same Agreement.

SECTION 34. AUTHORITY

34.1. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

	Greenway Lawn and Landscape LLC aka Greenway Lawncare
	By:
	Print Name:
	Print Title:
	Clay County, a political subdivision of the State of Florida
	By:
ATTEST:	
Tara S. Green Clay County Clerk of Court and Comptroller Ex Officio Clerk to the Board	- r
F:\Contract\Public Works\Mowing - Right-of-Way South.d	loc

BID NO. 21/22-37, RIGHT-OF-WAY MOWING (SOUTH) RE-BID

PURPOSE

Clay County is seeking services for roadside right-of-way mowing. Grass and vegetation shall be mowed with conventional mowing equipment. Use of specialized equipment or hand labor shall be required to perform work in certain areas or during certain times. Vegetation consists of planted and/or natural grasses, weeds, and other plant life within the area to be mowed.

SCOPE OF SERVICES

1. <u>LABOR, MATERIALS AND ON-SITE IDENTIFICATIONS:</u>

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work required in the scope of this bid. All vehicles and equipment used by the contractor shall be marked clearly and legibly with the contractor's name and phone number.

2. <u>AUTHORITY OF THE PROJECT MANAGER:</u>

All work shall be done to the satisfaction of the County's Project Manager. The primary authority of the project manager shall be to evaluate the contractor's work for compliance with the bid requirements. At no time shall the project manager supervise the contractor's workforce nor create any responsibility for the acts or omissions of the contractor, subcontractor or supplier during the resulting contract period.

3. <u>CONTRACTOR'S SUPERINTENDENT AND SINGLE POINT OF CONTACT PERSON:</u>

The contractor's Superintendent shall be designated as the "single point of contact person" for the resulting contract of this bid. The superintendent shall be the liaison with the County for all communication and be readily available via phone or E-mail. The contractor's superintendent shall notify the County's project manager each workday before 8:00 AM of where crews shall be working that date, confirm areas worked/completed the day before and list any items of possible concern either for the contractor or the county.

The contractor shall be responsible for inspecting and verifying that all roads reported as being complete meet the quality standards set forth in the bid requirements. This verification shall be in writing or E-mail to the County's Project Manager. This verification shall state that the listed areas have been mowed, trimmed, edged and debris removed all in accordance with the scope of work.

If the completed road(s) are found to be deficient upon inspection, the Project Manager shall contact the contractor's superintendent and advise in writing that the purported completed areas are deficient and describe those deficiencies. The contractor shall have (48) hours to correct the stated deficiencies, weather permitting.

Upon completion of remedial work, the contractor's superintendent shall notify the Project Manager that all remedial work has been completed. If the Project Manager determines that a section of the pond remains deficient following the remedial work, the contractor shall be issued a second written statement of observed deficiencies and the corrective action cycle shall be repeated. If the remedial work is not satisfactory, the County reserves the right to complete the deficiencies with County staff and deduct County labor and equipment costs from the contractor's next invoice.

4. <u>MAINTENANCE OF TRAFFIC</u>:

It shall be the contractor's responsibility to develop a traffic control plan and receive approval of the Project Manager prior to beginning work.

Traffic control shall be accomplished in accordance with the FDOT Manual on Uniform Traffic Control Devices and the FDOT Standard Plans, latest edition. No separate payment shall be made for traffic control.

Some roadway segments may have limited access. These segments may require special attention with respect to traffic control.

5. **WORKSITE TRAFFIC SUPERVISOR:**

The contractor shall have a Worksite Traffic Supervisor whose responsibility shall be to initiate, install and maintain traffic control devices. The Worksite Traffic Supervisor shall have a minimum of one-year experience in worksite traffic control in a supervisory or responsible capacity.

The Worksite Traffic Supervisor shall review the project daily and be involved in any changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and material needed to always maintain traffic control and handle traffic related situations and shall insure that deficiencies in traffic control are corrected.

Failure of the contractor to comply with the above provisions shall result in a temporary suspension of work and a request to immediately vacate the work site. Continuance of work shall be allowed only after traffic control is approved and in operation.

6. OBSTRUCTION BY OTHER WORK:

If access to work sites is obstructed by construction, the contractor shall immediately notify the Project Manager to coordinate work around the area of construction. At no time shall the contractor be entitled to compensation or adjustments for work that was deleted or delayed due to such construction.

7. PERMITS, FEES AND NOTIFICATIONS:

It shall be the contractor's responsibility to conduct the work in accordance with required.

8. HAZARDOUS AND/OR TOXIC WASTE AND POLLUTANTS:

Should the contractor encounter or expose a condition that may indicate the presence of hazardous and/or toxic wastes or pollutants, all operations in the immediate vicinity shall be discontinued and the Project Manager shall be notified immediately. When encountered, the contractor shall make every effort to minimize the spread of hazardous and/or toxic wastes or pollutants into uncontaminated areas.

Disposition of the hazardous and/or toxic wastes or pollutants shall be done by others, not the contractor. The contractor's operation shall not resume in such areas until so directed by the Project Manager.

9. RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The contractor shall use due care to avoid damaging all property associated with, adjacent to or in any way affected by the work being performed. This applies to private property as well as public property and all utilities that may exist within the work area. Included in this provision are privately owned items such as shrubbery, flower beds, irrigation systems (sprinkler heads), mailboxes and other items which may be located within the County's right-of-way or easements. The project manager shall make a prompt determination of liability in case of damage.

Any liable damage occurring to such items shall be immediately repaired or replaced to a condition at least equal to that, which existed prior to the damage. All costs incurred for repair or replacement for liable damage shall be borne by the contractor.

Except for streetlights, traffic signs, guardrails, delineators and other traffic appurtenances, all repairs shall be made by the contractor at their expense. All repair work shall be completed prior to submitting an invoice for payment. Repair work performed by the contractor in an unsatisfactory manner may be repaired by the County with all incurred costs deducted from the contractor's billing.

Damaged streetlights and traffic items shall be repaired by the County at the current total cost of materials, labor, and equipment. Such total costs shall be deducted from moneys due to the contractor for work completed.

When property damage creates an unsafe condition, the County reserves the right to make immediate repairs at the contractor's expense.

10. PROVISIONS FOR CONVENIENCE OF PUBLIC:

The contractor shall schedule operations to minimize inconvenience to adjacent businesses and residents as well as vehicular traffic.

11. WORK HOURS:

In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit visibility to less than 500 feet. No work shall be permitted on Sundays or County Holidays without prior written permission of the Project Manager.

12. SUSPENSION OF WORK:

The Project Manager shall have the authority to suspend work, wholly or in part, for such periods as may be deemed necessary. These periods of suspension include adverse weather conditions, special events and other situations that may cause a hazardous condition for motorists and/or pedestrians. Such suspensions of work shall be ordered in writing explaining the reasons for the suspension. Normal operations shall resume as directed by the Project Manager. No additional compensation shall be applicable for delay.

13. **ASSIGNMENT OF WORK TO OTHERS**:

If the Project Manager determines that the contractor has fallen behind schedule by two (2) weeks or more, the County reserves the right to assign unfinished work on any cycle to another mowing Contractor or County forces. The contractor shall not be due any compensation for any work performed by another Contractor or County forces. This assignment of work may be made without declaring the contractor in default of the contract.

14. <u>LIMITS OF PROJECT</u>:

Work shall be performed only in County right-of-way or easements. The roadside right-of-way mowing locations are defined in Appendix A. The work consists of furnishing all labor and equipment and performing all operations necessary for grass mowing, grass trimming, edging, and litter removal within County right-of-way and easements, including sloped banks, grassed and landscaped roadsides. Care shall be taken so as not to disturb any private property.

The County reserves the right to modify the mowing schedule, suspend service, alter the area to be mowed, or cancel mowing of a site for any reason.

If the County identifies additional services and/or sites that are not covered under the original Agreement, such additional services may be made a part of this Agreement by a written Amendment.

15. SEQUENCE OF WORK:

The roadside rights-of-ways scheduled for mowing are listed in Appendix A. The contractor shall present as a project submittal a proposed schedule of operations to complete the proposed work within each allotted cycle and in accordance with the bid requirements. A two-week look ahead schedule shall be provided to the Project Manager on the 1st and 3rd week of each month. The two-week look ahead shall describe where each crew shall be working on a specific date. The schedule shall describe a

logical/geographically connected sequence to complete all work within the specified times and frequencies.

Cycle dates and the interim between cycles cannot be changed without the written consent of the Project Manager. Should the contractor desire to change the order of the schedule, such change(s) shall be brought to the attention of the Project Manager and shall require the Project Manager's approval, in writing. The general sequence of work under each cutting cycle for the contractor shall be as follows:

- (1) Litter patrol and/or roadside litter removal.
- (2) Mowing.
- (3) Trimming.
- (4) Removing grass and debris on roadways, sidewalks and curb and gutter as applicable.
- (5) Quality Control Inspection by contactor.
- (6) Work complete report to Project Manager.

Note: For each road segment listed in Appendix A, work items numbered 1-5 shall be started and completed within a maximum of two (2) working days.

16. SCHEDULE OF WORK:

The work specified in these Bid Documents for the roadsides described in Appendix A, shall be performed in its entirety. Each cutting cycle is to be completed in its entirety prior to beginning the next cut.

The following schedule shall be used.

Cut No.	Beginning Date	Completion Date
1	April 1	April 30
2	May 1	May 31
3	June 1	June 30
4	July 1	July 31
5	August 1	August 31
6	September 1	September 30
7	October 1	October 31
8	November 1	November 30

^{*} The first year cut cycle will not begin on April 1st and will be dependent upon the resulting contract's start date. Anticipated first year start date is June 1.

17. LIQUIDATED DAMAGES:

The contractor shall pay to the County liquidated damages in the amount of fifty dollars (\$50.00) per workday for failure to complete the work by the completion date specified above on each cut.

As an alternative, the County reserves the right to deduct unfinished work on any cut, which has fallen behind schedule. In such case, the County may assign the unfurnished work to another contractor or County forces. The contractor shall be held liable for any additional cost resulting from the assignment of unfinished work. Remedial work, which may be called for by the Project Manager for failure to adequately perform the work, and rain days shall not be considered justifiable cause for time extensions.

Allowing the contractor to continue to work, or any part of it, to completion, after the scheduled time period, shall in no way act as a waiver on the part of the County of the liquidated damages due.

No liquidated damages shall be imposed for delays caused by the County.

18. REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICE:

If any defined action, duty or service, or part thereof, assigned is not performed by the contractor, the value of such action, duty or service, or part thereof, shall be determined and deducted from any invoice claiming such items for payment. If any action, duty or service, or part thereof, has been completed but is determined by the Project Manager to be unsatisfactory, the contractor shall be so notified and given an appropriate amount of time to correct the deficiency. The County shall withhold payment for unsatisfactory work until such time as the work is determined to be acceptable.

19. **QUANTITIES**:

Actual reimbursement to the contractor shall be based on the Unit Prices established in this bid and the resulting contract. No quantities are guaranteed. Payment quantities shall be determined by field verification with the Project Manager during the actual cut cycle.

20. QUALIFICATION OF PERSONNEL:

The contractor's personnel shall be fully competent in performing the work called for in the scope of work and the contractor shall be solely responsible for their performance.

21. <u>LIMITATION OF OPERATION</u>:

All moving equipment shall be operated in the same direction as the flow of vehicular traffic when being operated within ten feet (10') of any travel way. Exceptions shall be made only when the work site is protected by flaggers and warning devices in accordance with the FDOT MUTCD.

The contractor shall plan operations to minimize bridge crossings. When it is necessary for equipment to cross bridges, extreme care shall be taken using shoulder areas when present.

When crossing travel ways, the crossing shall be accomplished at a predetermined site that allows a safe and unobstructed site distance for oncoming traffic. The equipment operator shall stop before crossing traffic to allow approaching vehicles to pass. Traffic crossings shall be kept to a minimum.

No equipment shall be left overnight within the County's right-of-way or easement without permission from the Project Manager. Parking equipment in the medians shall not be permitted.

All service and supply operations shall be conducted at locations that shall not interfere with vehicular or pedestrian traffic and shall be outside the clear zone. Service vehicles shall be allowed in work areas only to repair or remove equipment, which has become inoperable.

22. SAFETY:

All vehicular equipment including riding mowers shall be equipped with safety devices and provide mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18-inch X 18-inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. All employees shall wear high visibility apparel that meets the standards for High-Visibility Safety Apparel as established by The American National Standards Institute (ANSI) while performing work on this project.

These requirements are to be considered as minimum and the adherence to them shall in no way relieve the contractor of the responsibility of ensuring the safety of employees and the public.

No separate payment shall be made for safety equipment and/or devices.

23. TOOLS AND EQUIPMENT:

It shall be the contractor's responsibility to determine the appropriate type, size and quantity of tools and equipment and the personnel necessary to complete the work called for in the time frame specified herein. An equipment list shall be submitted with the bid response.

All motorized equipment utilized by the contractor shall be painted a color of high visibility. Such equipment and attached safety devices, signs and lights shall be always maintained in proper working order. Approval of the contractor's equipment by the County shall not relieve the contractor of responsibility or liability for personal injury or property damage caused by the equipment operation.

Should the Project Manager determine that any of the equipment is deficient in safety devices, in poor working order or is damaging the turf, ground, curbing and/or pavement, the contractor shall be notified, and such equipment shall be promptly removed from service until the deficiency is corrected to the satisfaction of the Project Manager.

Equipment used to transport litter and debris shall be covered and constructed in such a manner as to prohibit distribution or loss of litter along the roadway.

Additional equipment may be requested by the Project Manager if it is determined that the contractor has insufficient equipment on the job to complete the work called for in the time frame specified. All additional equipment, when requested, shall meet the same equipment requirements specified herein.

The equipment used by the contractor shall be in good repair and shall be maintained to always produce a clean, sharp cut and a uniform distribution of the cuttings. The mowers shall be adjustable to produce a cut no higher than three-inches (3"). Mower blades shall be sharpened.

Equipment shall be required to adequately cut grass on overpasses, ditch banks, ditch bottoms and areas beyond the ditch banks within the right-of-way. Areas for which cutting, and trimming is required are not restricted to only those areas of tractor access. If a ditch bottom is too wet for tractor access (excluding those with standing water more than two inches (2") deep or if an area such as a ditch bank or area beyond the ditch bank is not accessible by tractor, some other means of mowing shall be provided, such as an articulated arm mower, manual trimming, etc. Lack of suitable equipment on the site shall not be considered as a reason for not mowing an area. At no time shall equipment failure be deemed a reason for delay in work production.

The contractor shall be required to maintain as part of their inventory "front deck mowers" for narrow/small areas. This equipment shall be part of the "list of all equipment" required below.

24. MOWING:

24.01 DESCRIPTION

The work covered by this Section consists of the routine mowing of grassed and/or vegetated roadside areas with commercial grade, high production mowing equipment. Vegetation to be mowed shall include grass, vines, weeds and small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground.

Grass clippings shall be cleared from sidewalks, drives, and parking areas immediately after each cutting. If at any time, after cutting, clippings should be left in visible clumps or piles, this excess shall be removed immediately.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

24.02 WIDTH OF CUT

The width of cut for all roads described in Appendix A shall be from right-of- way line to right-of-way line, including ditches, swales, and backslopes and medians for each road. The acreage for each site accounts for areas not to be cut (wooded areas, areas of ornamental shrubbery, asphalt pavement, sidewalks, etc.). Right-of-way or easement location shall be subject to concurrence of the Project Manager. The number of acres to be completed may vary per cycle when wildflowers are in bloom or are reseeding.

For roads where fence lines are located on the right-of-way line, mowing shall be accomplished within six inches (6") of the fence. Care shall be taken to avoid damage to the fences.

24.03 HEIGHT OF CUT

The height of cut for all sites shall be no higher than three-inches (3"). This includes the remaining trunk or stub of trees (2" diameter or less) and shrubs, which are to be cut. At no time shall the contractor allow mowers or trimmers to cut grass low enough to cause injury to the root system of the grass being mowed or that of adjacent trees and shrubs, which are to remain.

24.04 REMOVAL OF SMALL TREES AND SHRUBS

Small trees, bushes, and shrubs with a stem diameter of up to two inches (2") when measured six inches (6") above the ground shall be either removed from the job site or consumed by the mowing operation.

Removal of small trees, limbs and/or branches that can be picked up by hand and that are less than 4 inches in diameter shall be the contractor's responsibility. Vegetation covered by this Section shall consist of all grass, part grass and part weed growth, or all weed growth, and all overhanging vine growth within the area to be mowed; vegetation may be dead or alive. All such material removed shall be disposed of at an appropriate landfill with payment incidental to the applicable item. However, when large trees, limbs and/or branches are encountered on site, the contractor shall notify the Project Manager to arrange for their removal. Mowing and trimming shall continue around such objects until they are removed.

No separate payment shall be made for collecting and removing any such small trees and/or shrubs from the job site.

24.05 REMOVAL OF LITTER AND LARGE DEBRIS

Litter and debris removal shall be performed each cut cycle. Prior to mowing and trimming, the contractor shall locate and remove from each site all large items of debris, which may be torn, ripped, or scattered by the mowers or trimmers. The method of removal shall be at the contractor's discretion. However, should the contractor fail to remove debris and its operation causes it to be scattered, payment for that site shall be withheld until all debris has been completely removed and disposed of. The litter shall be removed from the site prior to beginning any other work. Subdividing, ripping, or scattering litter by mowing shall not be allowed.

Litter and/or debris shall consist of various size bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, junk metal, brush, white goods, furniture, dead animals, and other items not considered normal to the right-of-way or easement. It is not intended that minute objects such as cigarette butts, chewing gum wrappers, and similarly sized items be included in the items to be removed from the cut area.

Any tires or white goods including, but not limited to, refrigerators, stoves, microwave ovens and air conditioners shall be reported to the Project Manager immediately upon their encounter. The Project Manager shall arrange for pickup by others.

Payment for this work shall be made at the respective Unit Price established in the Proposal for "Litter Removal".

The contractor shall notify the Project Manager of any dead animals encountered. The Project Manager shall be informed of the animal's location. The contractor shall not be responsible for the transport or disposal of dead animals.

25. TRIM WORK (WEEDWHACKING/EDGING):

25.01 DESCRIPTION

The work covered by this Section consists of the routine trimming and edging of grass and the other vegetation with commercial grade, high production equipment. Trim work shall be accomplished around and/or along permanent objects including but not limited to, posts, poles, trees, shrubs, fences, sidewalks, columns, headwalls, etc. Unless otherwise specified, manual labor and equipment required to perform the work shall be incidental to the mowing being performed.

25.02 SCHEDULE

The schedule for trim work shall be the same as that established for mowing and shall be accomplished concurrently with the mowing operations. The trim work may be performed before or after the mowing operations, but the time between litter pickup and reporting completion of all work at a location as described on the work complete report shall not exceed two (2) days.

25.03 DAMAGE PREVENTION AND SAFETY

Special care shall be taken when trimming around trees and/or shrubs to avoid damaging surface roots and bark as well as fences and other items which are subject to damage by the trimming operation. All equipment utilized for trim work shall be equipped with adequate safety devices to protect the operator from flying debris. It shall be the contractor's responsibility to ensure that all trimming equipment operators are performing the work in a safe manner.

25.04 HEIGHT OF CUT

The height of cut for grass and vegetation, which is to be trimmed, shall be no higher than three-inches (3"). At no time shall the trimmers cut grass and/or vegetation low enough to damage the root system of the vegetation being trimmed.

<u>PAYMENT</u>:

The contractor shall be paid for work accomplished and accepted for at the respective Unit Prices established in the bid document not later than 45 days from receipt of proper invoice. Each Unit Price shall include all labor, materials, tools, and equipment necessary to accomplish the work called for.

Payment shall be made only for actual quantities of work performed and accepted, provided certain payments have not been withheld as stipulated by these bid requirements.

31. PAYMENT REQUESTS:

The contractor shall invoice the County monthly. The contractor may request payment only after each required cut cycle is completed and accepted in its entirety.

32. PARTIAL PAYMENTS:

Partial payment shall mean payment for work performed on a portion of an individual site or a portion of the sites during any cycle. Except as noted below, no payment shall be made for individual sites until all the sites on the current cycle have been mowed, trimmed, and edged and all litter, debris and clippings removed and disposed of in accordance with the requirements of this bid.

Partial Payment, as defined above, shall be made only when the contractor cannot perform all the work called for due to circumstances beyond its control. The contractor shall notify the Project Manager immediately upon encountering such circumstances to allow for remedial action and/or approval of partial payment.

33. <u>TERMS</u>:

The initial contract shall be awarded to the lowest responsive and responsible bidder for a period of twenty-four (24) months from the date of the Board of County Commissioners approval, with the County reserving the right and option to extend the contract for an

additional two (2) periods of twelve months each, if such is agreeable with the successful contractor.

Adjustment of rates may be negotiated during a renewable term if requested by the contractor in writing to the County ninety (90) days in advance of the renewal date. Any adjustment shall require concurrence from the County.

34. <u>ADDITONAL SERVICES AND FEES:</u>

If the County and/or contractor identifies any additional services to be provided by contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the contractor.

35. <u>PERFORMANCE EVALUATION:</u>

A work performance evaluation will be conducted periodically to ensure compliance with the resulting contract.

ATTACHMENT B

APPENDIX A RIGHT-OF-WAY MOWING (SOUTH)

ROAD	START	FINISH	LENGTH	LENGTH LEFT	LENGTH RIGHT	ACRES
CR 209	SANDRIDGE RD	HENLEY RD	21140	30	29	28.63
OLD FERRY RD	CR 209	BOAT RAMP	2116	7.5	7.5	0.73
SANDRIDGE RD	HENLEY RD	CR209	18983	26	28	23.53
CR 209B	CR 209	END	8034	20	35	10.14
CR 209A	CR 209B	END	2800	27	35	3.99
CR 209	CR315B	SANDRIDGE RD	14440	19	30	16.24
CR 209	US 17	CR 315B	2361	11	20	1.68
CR 315B	R/R TRACKS	CR 315	2650	25	25	3.04
CR 315	US 17	SR 16	22000	25	25	25.25
ROSEMARY HILL	CR 315	EOP	7200	35	35	11.57
SPRING BANK RD	SR 16	EOP	31770	30	30	43.76
CR 16A	SR 16	LOOP	6475	13.5	13.5	4.01
CR 15-A	US 17	GREEN COVE AVE	16300	24	11	13.1
CR 209 S	US 17	DECOY RD	42350	24	24	46.66
CR 226	209 S	US 17	8775	40	15	11.08
JP HALL BLVD	CR 226	US 17	6425	22	22	6.48
WILLIAMS PARK	CR 209S	END	7442	20	20	6.83
MARANDA DR	CR 209S	Loop Cassie Street	4250	25	20	4.39
DECOY RD	CR 209S	US 17	14492	25	25	16.63
WARNER RD	US17	END OF PAVEMENT	15127	30	25	19.1
CR 209 (east of US 17)	US 17	BRIDGE	8950	15	15	6.16
MAHAMMA BLUFF DR	US 17	END	3043	20	20	2.78
				TOTAL ACRES-ROW-LITTER		305.78
				TOTAL ACRES-ROW-LITTER		
				TOTAL ACKES-KOW-IVIOW		305.78

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BID NO. 21/22-37, RIGHT-OF-WAY MOWING (SOUTH) RE-BID PRICE SHEET

(Total shall include scope of services for Right-of-Way Mowing (South) in accordance with locations and frequency listed in the bid and Appendix A)

RIGHT-OF-WAY MOWING (SOUTH) (for 8 cut cycles)

ITEM	DESCRIPTION	Unit	Unit Price	Estimated Quantity	Extended Total
1	Litter Removal	Acre	20.00	2,446.24	48,924.80
2	Mowing and Trimming	Acre	45-00	2,446.24	110,080-80

^{*}An equipment list shall be submitted with the bid response.

Total cost per specifications of extended totals for items 1-2 above: \$ 159,005-60
Total Bid Written Words:
one hundred fifty-nine thousand five + 100
COMPANY NAME: Green Way Launt Landsupe

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bid bond shall include bonds or cashier or certified checks payable to the County.

^{**}The County reserves the right to request a more defined schedule of values from contractors.



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee DATE: 5/5/2022

FROM: Karen Smith, Administrative

& Contractual Services

SUBJECT: Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be re-bid allowing for additional time to secure construction materials and complete the project.

AGENDA ITEM TYPE:		

BACKGROUND INFORMATION:

The intent of this project is to provide intersection improvements including construction of offset left turn lanes and associated improvements.

The County entered into a LAP Agreement with FDOT for funding of the project. Prices were double the funds received from FDOT. After discussion with FDOT and contractors we feel that allowing more time to secure construction material and complete the project, we may receive a better price proposal. The project is to be completed per the funding agreement no later than 12/31/2023.

Bid invitation was sent to 98 companies with 2 responses received.

Description

Memo - backup

REVIEWERS:

Department Reviewer Action Date Comments

Administrative and Contractural Services

County Wanamaker, Howard

Contractural Services

County Wanamaker, Howard

County Howard

County Wanamaker, Approved

5/11/2022 - 2:52 PM AnswerNotes

BID TABULATION FORM

lovember 19, 2021
7.5

Proj: CR 220 At Town Center Blvd. Intersection Improvement Project Time Open: 9:04 AM

Ad: Clay Today, October 21 & 28, 2021 Time Close: 9:08 AM

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder	Bid Bond	Receipt of Addena	Total Amount
1 D. B. Civil Construction	Yes	Yes	774,870.10
2 J. D. Hinson Company	Yes	Yes	809,670.82
3 CGC, Inc.			NO BID
4			
5			
6			
7			
8			
9			
10			
11			
12			

^{*}Staff will review the bids and present a recommendation to the Budget and Audit Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document. Items above are subject to full review and evaluation of submittal.

Bid No. 20/21-45, CR 220 AT TOWN CENTER BLVD. INTERSECTION IMPROVEMENT PROJECT

CORPORATE DETAILS

Failure to complete all fie	elds may result in your bid being rejected as non-responsive.	
COMPANY NAME:	DB Civil Construction, LLC	
ADDRESS:	4475 US 1 S. Ste 707	
	St. Augustine, FL	
	32086	
TELEPHONE:	386-256-7460	
FAX #:		
E-MAIL:	Estimating@DBCivilConstruction.com	
Name of Person submit	tting Bid: Connie Baylor	
	Title: Manager	
	Signature: Signature:	
	Date: November 18, 2021	
Area Representative Co	ontact Information: David Borchert	
CONTRACT EXECU	TION INFORMATION:	
DESIGNATED SIGNEE	Connie Baylor	
MAILING ADDRESS:	4475 US 1 S Suite 707, St. Augustine, FL	
	32086	
EMAIL	estimating@DBcivilconstruction.com	
ADDENIDA ACKAIONII	ED OMENT	
ADDENDA ACKNOWL Bidder acknowledges red	ceipt of the following addendum:	
Addendum No. I Date: I	1/12/2021 Acknowledged by: Connie Baylor	
Addendum No D	ate: Acknowledged by:	
Addendum No Da	ate: Acknowledged by:	

Bid No. 20/21-45, CR 220 AT TOWN CENTER BLVD. INTERSECTION IMPROVEMENT PROJECT

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME:	J.D. Hinson Company	
ADDRESS:	PO Box 551097	
	Jacksonville, FL 32255	
TELEPHONE:	904-334-0066	
FAX #:	904-257-2004	
E-MAIL:	david@jdhinson.com	
Name of Person submitti	ng Bid: J. David Hinson	
Si	Title: President gnature: Date: 11/18/21	
Area Representative Con	tact Information: 904-334-0066	
CONTRACT EXECUTI	ON INFORMATION:	
DESIGNATED SIGNEE:	J. David Hinson	
MAILING ADDRESS:	PO Box 551097	
	Jacksonville, FL 32255	
EMAIL:	david@jdhinson.com	
	DGMENT pt of the following addendum: e:11/12/21 Acknowledged by:	
	:Acknowledged by:	
Addendum No Date	: Acknowledged by:	

Bid No. 20/21-45, CR 220 AT TOWN CENTER BLVD. INTERSECTION IMPROVEMENT PROJECT

PURPOSE

Clay County requests bids to perform the construction of intersection improvements at CR 220 at Town Center Boulevard. The improvements include construction of offset left turn lanes and associated improvements.

SCOPE OF WORK

The Contractor will be responsible for performing construction of intersection improvements at CR 220 at Town Center Boulevard. Work activities include but are not limited to the following: maintenance of traffic, clearing and grubbing, excavation and grading, erosion and sediment control, asphalt paving, drainage, sodding, signalization, signs, and pavement markings.

This project includes all associated work shown in the plans and specifications attached to this bid.

Contractors must attend the mandatory pre-bid meeting held on November 4, 2021 at 9:00 a.m. to be eligible to bid on this project.

Contractors are required to submit FDOT Pre-Qualified Fields listed within this bid. This project is Federally Funded and being delivered through the Local Agency Program. (LAP) It shall be the responsibility of the Contractor to assist the County with all requirements and obligations for federal-aid construction contracts. Refer to Attachment for Local Agency Project (LAP) Supplemental Specification applicable to this project.

All construction shall comply with the Florida Department of Transportation, FY 20/2021 Standard Plans for Road and Bridge Construction including Interim revision and Florida Department of Transportation, January 2021 FDOT Standard Specifications for Road and Bridge Construction. Contractor must abide by all documented requirements and general notes as listed in the construction plans.

The Contractor shall provide a (CPM) Critical Path Method production schedule meeting the contract days. This schedule shall be held to close scrutiny due to the impact to inspection time. If the contractor does not hold to the production schedule, the Contractor may be required to pay for inspection services for downtime of production. The Daily charge for Liquidated Damages shall be in accordance with Section 8-10 of the LAP Specifications.

The Contractor shall accomplish substantial completion within <u>45</u> calendar days from the Notice To Proceed Date.

The Contractor shall accomplish final completion within $\underline{60}$ calendar days from the Notice To Proceed Date.

PAYMENT

The Contractor may request payment no more than once monthly, based on the amount of work done or completed.

PRICE PROPOSAL

Bid No. 20/21-45, CR 220 AT TOWN CENTER BLVD. INTERSECTION IMPROVEMENT PROJECT

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL COST
0101 1	MOBILIZATION	LS	1		
0102 1	MAINTENANCE OF TRAFFIC	LS	1		
0102 4	PEDESTRIAN SPECIAL DETOUR (7 SY)	LS	1		
0102 14	TRAFFIC CONTROL OFFICER	HR	24		
0102 74 7	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	LF	114		
0102 10 4	TEMPORARY SIGNALIZATION AND MAINTENANCE, INTERSECTION	ED	60		
0102 10 7 1	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE, INTERSECTION	ED	60		
0104 10 3	SEDIMENT BARRIER	LF	345		
0104 18	INLET PROTECTION	EA	4		
0110 1 1	CLEARING & GRUBBING (0.69 AC)	LS	1		
0120 1	REGULAR EXCAVATION	CY	220.4		
0120 6	EMBANKMENT	CY	466.4		
0285709	OPTIONAL BASE, BASE GROUP 09	SY	896		
0327 70 6	MILLING EXIST ASPH PAVT, 1.5" AVG DEPTH	SY	2364		
0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	TN	95.0		
0337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22	TN	266.2		
0425 152 1	INLETS, DT BOT, TYPE C, <10	EA	2		
0430 175 218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18" S/CD	LF	408		
0430 982 625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	EA	2		
0524 1 29	CONCRETE DITCH PAVEMENT, 4", REINFORCED	SY	2		

CONTRACTOR NAME:		

PRICE PROPOSAL (Continued)

Bid No. 20/21-45, CR 220 AT TOWN CENTER BLVD. INTERSECTION IMPROVEMENT PROJECT

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL COST
0570 1 2	PERFORMANCE TURF (SOD)	SY	2474		
0710 111 01	PAINTED PM, STD, WHITE, SOLID, 6"	GM	0.189		
700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	4		
700 1 50	SINGLE POST SIGN, RELOCATE	AS	D		
700 1 60	SINGLE POST SIGN, REMOVE	AS	i i		
710 90	PAINTED PAVEMENT MARKINGS - FINAL SURFACE	LS	1		
711 11 123	THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK	LF	280		
711 11 124	THERMOPLASTIC, STD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	318		
711 11 125	THERMOPLASTIC, STD, WHITE, SOLID, 24" FOR STOP LINE	LF	102		
711 11 141	THERMOPLASTIC, STANDARD, WHITE, (6/10) DOTTED GUIDELINE, 6"	GM	0.030		
711 11 170	THERMOPLASTIC, STANDARD, WHITE, ARROWS	EA	10		
711 14 125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	LF	230		
711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.158		
630 2 11	CONDUIT (F&I) (OPEN TRENCH)	LF	445		
630 2 12	CONDUIT (F&I) (DIRECTIONAL BORE)	LF	405		
632 7 1	SIGNAL CABLE (NEW OR RECONSTRUCTED INTERSECTION) (F&I)	PI	1		
635 2 11	PULL & SPLICE BOX (F&I)	EA	14		
646 1 12	ALUMINUM SIGNALS POLE (F&I) (PEDESTRIAN DETECTOR POST)	EA	1		
646 1 60	ALUMINUM SIGNALS POLE (REMOVE)	EA	1		
650 1 14	TRAFFIC SIGNAL (F&I) (ALUMINUM) (3 SECTION) (1 WAY)	AS	2		

CONTRACTOR NAME:	

PRICE PROPOSAL (Continued)

Bid No. 20/21-45, CR 220 AT TOWN CENTER BLVD. INTERSECTION IMPROVEMENT PROJECT

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL COST
650 1 16	TRAFFIC SIGNAL (F&I) (ALUMINUM) (4 SECTION) (1 WAY)	AS	2		
650 1 60	TRAFFIC SIGNAL (REMOVE) (POLES TO REMAIN)	AS	2		
660 2 102	LOOP ASSEMBLY (F&I) (TYPE B)	AS	4		
660 2 106	LOOP ASSEMBLY (F&I) (TYPE F)	AS	2		
665 1 11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	1		
665 1 60	PEDESTRIAN DETECTOR, REMOVE- POLE/PEDESTAL TO REMAIN	EA	1		
670 5 600	TRAFFIC CONTROLLER ASSEMBLY (REMOVE) (CONTROLLER WITH CABINET)	AS	1		
671 2 30	TRAFFIC CONTROLLER (INSTALL)	EA	1		
676 1 116	TRAFFIC SIGNAL CONTROLLER CABINET (F&I WITHOUT CONTROLLER) (NEMA SIZE 6) (44" W x 52" H x 24" D)	EA	1		
676 1 400	TRAFFIC SIGNAL CONTROLLER CABINET (RELOCATE)	EA	1		
684 1 4	MANAGED FIELD ETHERNET SWITCH (RELOCATE)	EA	1		
700 3 201	SIGN PANEL (F&I) (OVERHEAD MOUNT) (UP TO 12 SF)	EA	2		
700 3 601	SIGN PANEL (REMOVE) (OVERHEAD MOUNT) (UP TO 12 SF)	EA	2		

GRAND TOTAL (Wri	\$(Figures)
	(Written in Words)
Proposals require a five (5%) percent bid bor the scheduled opening time for a period of th	nd (based on above total) and may not be withdrawn after hirty (30) days.
CONTRACTOR NAME:	

BID INVITATIONS SENT TO Bid 20/21-45, CR 220 At Town Center Blvd. Intersection Improvements

A J Johns Inc	johnk@ajjohns.com
A D Morgan Corporation	mdamaddio@admorgan.com
A J Johns Inc	johnk@ajjohns.com
Al Tidball	altidball@aol.com
Align Engineering Group Inc	anthony@alignengineering.com
Anderson Columbia	tonyw@andersoncolumbia.com
Archer Western	badams@walshgroup.com
Baker Constructors	bpate@bakerconstructors.com
Balfour Beatty	davecampbell@balfourbeattyus.com
Besch & Smith Civil Group	tom@beschandsmith.com
Booth Ern Straughan & Hiott	cbulgrin@besandh.com
Booth, Ern, Straughan & Hiott	cking@besandh.com
Bowman Consulting Group	jrobinson@bowmanconsulting.com
C & E S Consultants Inc	jharris@candesconsults.com
Callaway Contracting, Inc.	jeremy@callawaycontracting.com
Capps Land Management	joann@cappsland.net
Caps Land	clyde@cappsland.net;
CDM Contracting Inc	operations1@cdmcontracting.com
CGC, Inc	office@cgccivil.com
Charles Perry Partners, Inc.	palmer.collins@cppi.com
CHW	shannonb@chw-inc.com
CHW, Inc.	shannonb@chw-inc.com
Clay County Utility Authority	ravery@clayutility.org
Commercial Industrial Corp	jay@cicfl.com
Connelly & Wicker Inc	jreck@cwieng.com
Construct Connect	katherine.bliss@constructconnect.com
Core Construction Group	xarroyo@ourcoregroup.com
Core Engineering Group	xarroyo@ourcoregroup.com
Curt's Construction Inc	estimating@curtscon.com
DB Civil Construction	vmurphy@dbcivilconstruction.com
Dannick Engineering Consultants	ccabral@dannickconsultants.com
Deltek, Inc	publicrecords@deltek.com
E J Breneman	cwojciechowski@ejbreneman.com
Edwards Engineering Inc	gedwards@edwardseng.com
Elkins Construction LLC	cmccall@elkinsllc.com
Elton Alan	mike@eltonalan.com
England Thims & Miller	brooksj@etminc.com
Florida Bridge & Transport	jrivera@flbridge.com
Florida Roads Construction	tchurch@floridaroadsllc.com
Florida Safety Contractors	estimating@floridasafetycontractors.com
GAI Consultants	r.jamieson@gaiconsultants.com
Gibbs & Register Inc	estimating@gibbsandregister.com
Granger Maintenance & Construction	eddiegranger@grangermaint.com
Greenman-Pedersen Inc	dbuwalda@gpinet.com
Orecinian-i edersen ine	and wall de gollie treoff

BID INVITATIONS SENT TO Bid 20/21-45, CR 220 At Town Center Blvd. Intersection Improvements

Hadden Engineering	keithhadden@haddeneng.com
Heart Construction LLC	joyce@heartconstruction.com
Hewitt Contracting	hhawes@aol.com
HNTB Corporation	kmorefield@hntb.com
Hubbard Construction Co	jon.ritchey@hubbard.com
J D Hinson Company	jdhinsoncompany@gmail.com
J. B. Coxwell Contracting, Inc.	robp@jbcoxwell.com
Jacobs Engineering	mike.dykes@jacobs.com
Jax Utilities Management, Inc.	melissa.jaxum@att.net
Jeff's Excavating	dharsey@bellsouth.net
Jones Edmunds	aaltman@jonesedmunds.com
KCI Technologies Inc	mike.fleming@kci.com
Kiewit Infrastructure South Co	christine.beaudoin@kiewit.com
Kirby Development	pbk@kirbydevelopment.com
Knowles Civil Engineering Inc	kckcei@juno.com
Kudzue3 Trucking & Paving	lbkudzue3@yahoo.com
LTG, Inc.	ncaparas@ltg-inc.us
M J Johnson Construction Inc	johnsonbuilders@bellsouth.net
Mallen Construction Inc	adavis@mallenconstruction.com
MDG	stephanie@mdginc.com
Michael Baker International	brussell@mbakerintl.com
Michael Baker Jr Inc	gadabkowski@mbakercorp.com
ONAS Corporation	bandele@onascorporation.com
Osiris 9	satya.kolluru@osiris9.com
Palm Beach Grading Inc	atisci@pbgrading.net
Pars Construction	acampbell@pars-construction.com
Peters and Yaffee Inc	ryaffee@petersandyaffee.com
Petticoat Schmitt	lkeller@petticoatschmitt.com
Pinnacle Site	abram@pinnaclesite.com
Pipeline Contractors Inc	marney@pipelinecontractorsinc.com
Precision 2000 Inc	juangarcia954@msn.com
Prosser Inc	pszykowny@prosserinc.com
R & B Contracting Inc (MBE)	rbcontrg@bellsouth.net
R. B. Baker Construction	aconner@rbbaker.com
R B Baker Construction	scarlson@rbbaker.com
RS&H	cj.youmans@rsandh.com
River City Constructors	marlon@southcoastcg.com
Riverstone Construction LLC	dmcgough@riverstoneconst.com
Robert Bandes	estimating@bandeconstruction.com
Solid Rock Engineering	rgibbs@solidrockengineering.com
SRW Construction Inc	jasonharper@wildblue.net
Structures International LLC	bconnors@structuresintl.com
Superior Construction	dnardon@superiorconstruction.com
T G Utility Company Inc	arios@tgutility.com
Taylor & White Inc	robert.white@taylorandwhite.com

BID INVITATIONS SENT TO Bid 20/21-45, CR 220 At Town Center Blvd. Intersection Improvements

The Development Company Inc	mcguiganm@comcast.net
Traffic Control Products	estimate@trafficcontrolproducts.org
Universal Engineering	icdougherty@universalengineering.com
Vallencourt Construction Co Inc	marcus@vallencourt.com
W W Engineering Inc	randy-walker@comcast.net
W W Engineering Inc	randy-walker@comcast.net
Walker & Company	dhussey@walkercc.com
Watson Civil Construction Inc	estimating@watsoncivil.com



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee DATE: 5/9/2022

FROM: Karen Smith, Administrative

& Contractual Services

SUBJECT: Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

RFP provides the purchase and installation of playground equipment and ballfield lighting as needed at parks county wide.

The percent discount and pricing from all distributors remains the same. Distributors were allowed to add manufacturers with this renewal. Renewal acknowledgment letters were received and the attached documents reflect the distributors wishing to renew.

The RFP has a current total of 63 distributors.

4 distributors did not choose to renew and 6 distributors added new manufacturers. See the attached memo for additional information.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes\No\N/A):

Yes

Account - Various Amount - Per Discount (as needed)

Sole Source (Yes\No):

Advanced Payment (Yes\No):

No

No

ATTACHMENTS:

Description

bid renewal

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Rejected	5/9/2022 - 4:46 PM	change back up
Administrative and Contractural Services	Fish, Donna	Approved	5/9/2022 - 5:33 PM	Resubmitted
Administrative and Contractural Services	Thomas, Karen	Approved	5/11/2022 - 4:15 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/11/2022 - 4:18 PM	AnswerNotes



Administrative & Contractual Services

PO Box 1366 Green Cove Springs, FL 32043

Physical Address: 477 Houston Street Admin. Bldg., 4th Floor Green Cove Springs, FL 32043

Phone: 904-278-3766

904-278-3761

904-284-6388

Fax: 904-278-3728

County Manager Howard Wanamaker

Commissioners:

Mike Cella District 1

Wayne Bolla District 2

Jim Renninger District 3

Betsy Condon District 4

Kristen Burke, DC District 5

www.claycountygov.com



May 9, 2022

MEMORANDUM

TO:

Howard Wannamaker,

County Manager

FROM:

Karen Smith,

Purchasing Director

SUBJECT: Finance and Audit Committee agenda item for May 17, 2022.

First Renewal for RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. RFP provides purchase and installation of playground equipment and ballfield lighting as needed at parks county wide.

The percent discount remains the same for all distributors as received in their bid and they are allowed to add manufacturers with this renewal. The companies acknowledged their renewal with memos.

- 1. The following companies did not choose to renew: Custom Canopies, Playworx Playsets, Wausau Tile, and Robertson Industries.
- 2. Bliss Products and Services, Inc. added the following manufacturers: Cedar Forest Products, East Coast Mulch, and Madrax.
- 3. Greenfields Outdoor Fitness, Inc. added manufacturer Shade Systems, Inc.
- 4. Top Line Recreation, Inc. added the following manufacturers: Yalp Playgrounds, Percussion Play, and Dog On It Parks.
- 5. Rep Services, Inc. added manufacturer Hanover Specialties Poured in Place Surfacing EPDM, Bondflex & Granuflex.
- 6. Swartz Associates, Inc. added the following manufacturers: Sports Play Equipment, Inc. and Ultra Site.

SHELTERS, SHADES & STRUCTURES

Distributor	Manufacturer	Shelters, Shades, Structures	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Alterations & More	Fabrics for shade structues, canopies, and pads	5%	Priced Per Job	N/A	Request Quote	N/A
	CemRock	Artificial Environments	5%	Priced Per Job	www.cemrock.com	Request Quote	On Website
	G & A Manufacturing Inc.	Ramps, Stars, Gangways, Docks, Railings	5%	Priced Per Job	www.gamanufacturing.com	Request Quote	On Website
	Newsome Fence	Fencing	5%	Priced Per Job	www.newsomfence.com	Request Quote	On Website
	Outback Shelters	Shade Structures	5%	35%	N/A	Yes	On Price Shee
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	Priced Per Job	www.rcpshelters.com	Request Quote	On Website
	Shade America	Canopies	10%	Priced Per Job	Yes	Request Quote	In Catolog
	Spiral Court King	Spiral Stairs	5%	Priced Per Job	www.spiralstarsofamerica.com	Request Quote	On Website
	Structural Wood Systems	Structural Glued Laminated Timber	5%	Priced Per Job	www.structuralwood.com	Request Quote	On Website
	Superior Shade	Umbrellas, Canopies, Sails	5%	Priced Per Job	Yes	Yes	In Catolog
	Superior Shelters	Shelters, Gazebos, Shades	5%	Priced Per Job	Yes	Yes	In Catolog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreation Shades	Domes, Umbrellas, Shades	5%	49%	Yes	Digital Copy	Digital Copy
	UltraShade	Shade Canopies	5%	49%	Yes	Digital Copy	Digital Copy
	Icon Shleters	Shade Shelters, Entry Ways,	5%	69%	Yes	Digital Copy	Digital Copy
	Superior Shelters	Shelters, Gazebos, Shades	5%	69%	Yes	Digital Copy	Digital Copy
	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos	5%	69%	Yes	Digital Copy	Digital Copy

	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Shades	Sails, Shades, Canopies	5%	30%	Yes	??	Yes
	SRP Shelters	Gazebos, Pavilions	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Viracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	USA Shade	Shades, Canopies	Tier	Priced Per Job	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	USA Shade	Shade Canopies	5%	180%	Yes	In Catalog	Yes
	Classic Recreation Systems, Inc	Shelters,	5%	75%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
RCP Shelters, Inc (772) 288-3600 info@rcpshelters.com	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions,	15%	175%	Yes	Yes	Yes
mice, epsileitersissiii	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Shade Systems Inc	Installation of Shade Structures	N/A	100%	No	No	No
· · · · · · · · · · · · · · · · · · ·	Apollo Sunguard (Shade) Systems Inc	Installation of Shade Structures	N/A	110%	No	No	No
	RCP Shelters	Installation of Shade Structures	N/A	150%	No	No	No
	Poligon by Porter	Installation of Shade Structures	N/A	150%	No	No	No
	Ball Fabrics	Installation of Shade Structures	N/A	110%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Shade Systems Inc	Shades, Sails	5%	125%	Yes	In Catalog	In Catolog

	Americana Building Products	Gazebos, Walkway Covers, Roofs	5%	100% Installation	Yes	In Catalog Current MSRP List	In Catolog
	Manufacturer	Product	Discount Allowed from MSRP	Discount	Catalog Provided	Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos Installation	5%	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Cop
	Ultra Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Cop
	Icon Shleters	Shade Shelters, Entry Ways, Installation	N/A	69%	Digital Copy	Digital Copy	Digital Cop
11	SRP Shelters	Gazebos, Pavilions Installation	N/A	69%	Digital Copy	Digital Copy	Digital Cop
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Skyways Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	USA Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	Poligon/Parasol Shade	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Porter/Poligon Shelters	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
iller Recreation Equipment & Design (941) 792- 4580 MRECFLA@TAMPABAY.RR.COM	USA Shade	Shade Canopies	5%	N/A	Yes	No	No
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	N/A	No	No	No
	Coverworx Shelters	Pavilions, Gazebos, Shelters	5%	N/A	Yes	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
reen Fields Outdoor fitness, Inc (888) 315-9037 sam@greenfieldsfitness.com	Shade Systems, Inc	Outdoor Shades, Canopies	n/a	N/A	No	No	Yes

SITE AMENITIES & FURNISHINGS	

Distributor	Manufacturer	Site Amenities & Furnishings	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dero	Bike Racks	5%	Priced Per Job	Yes	Yes	In Catalog
	Doty & Sons Concrete	Concrete Containers, Benches, Tables	5%	Priced Per Job	www.dotyconcrete.com	Request Quote	On Website
	Forte	Plastic Fixtures, Trash Cans, ect	5%	Priced Per Job	www.forteproducts.com	Request Quote	Yes
	GT Grandstands	Bleachers	10%	Priced Per Job	Yes	Yes	On Website
	Jayhawk Plastics/FROG	Tables, Benches, Trash Cans	10%	Priced Per Job	Yes	Yes	In Catalog
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	Priced Per Job	www.kaypark.com	Request Quote	On Website
	Kings River Casting	Benches, Receptacles, Tables, Bike Racks	5%	Priced Per Job	www.kingsrivercasting.co m	Request Quote	On Website
	Most Dependable Fountains	Fountains	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Murdock Fountains	Fountains	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Site	Benches, Receptacles, Tables,	5%	Priced Per Job	Yes	Yes	In Catalog
	Wausau International	Banches, Tables, Trash Cans, ect	5%	Priced Per Job	www.wausaumade.com	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
dvanced Recreational Concepts (321) 775-0600 info@arcflorida.com	SRP Amenities	Tables, Benches, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digistal Cop
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Cop

	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Park Catalog Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	No	Digital Copy	Digital Cop
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	2%	75%	Yes	Digital Copy	Digital Cop
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Cop
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans	5%	30%	Yes	77	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	30%	Yes	??	Yes
	Ultra Site	Tables, Benches, Bike Racks, Trash Cans	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
racle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Wabash Valley	Tables, Benches, Trash Cans	Tier	Priced Per Job	www.wabashvalley.com	Yes	Yes
minusice adenoralicareationicalis	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Recycled Plastic Factory (941) 473-1618 cgoogins@recycledplasticfactory.com	Recycled Plastic Factory	Recycled benches, tables, lumber, Parking Curbs	25%	15%	N/A	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warrant
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	MyTCoat	Tables, Benches, Bike Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Frog Furnishings	Tables Benches, Trash Cans, Kiosks	8%	35%	Yes	In Catalog	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	6%	35%	Yes	In Catalog	Yes
	SiteScapes Inc.	Tables, Benches, Trash Cans, Bike Racks	5%	35%	Yes	In Catalog	Yes

	Superior Site Amenities	Tables, Benches, Bike, Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Ultrasite	Benches, tables, trash cans	7%	35%	No	Catalog	Yes
	Vista Furnishings	Benches, Trash Cans, Bike Racks	6%	35%	Yes	In Catalog	Yes
Dominica Recreation Products (800) 432-0162 robd@gametime.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Ultrasite Furnishings	Benches, Bike Racks, Tables,	5%	30%	Yes	No	Yes
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Wabash Valley	Tables, Benches, Trash Cans	5%	32%	Yes	In Catalog	Yes
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Ultrasite	Site Furnishing Installation	N/A	45%	No	No	No
	Dumor Site Furnishings	Site Furnishing Installation	N/A	75%	No	No	No
	Wausau Tile, Inc	Site Furnishing Installation	N/A	100%	No	No	No
Top Line Recreation Inc. (386) 575-8359	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
info@toplinerec.com	Premier Polysteel	Benches, Tables, Trash Cans, Bike Racks	5%	45%	Yes	In Catalog	In Catalog
	Patterson-Williams	Benches, Tables,	5%	45%	Yes	In Catalog	In Catalog
	Frog Furnishings	Benches, Tables, Trash Cans,	5%	45%	Yes	In Catalog	In Catalog
	Dog on it Parks	Dog Park equipment	5%	42%	No	In Catalog	In Catalog
	MyTCoat	Benches Tables, Trash cans	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warrant

Playspace Services (321) 775-0600 info@playspaceservices.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Park Catalog/Highlands Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	N/A	N/A	Digital Copy	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Dumor Site Furnishings	Benches, Trash Cans, Bike Racks, Tables	2%	50%	Yes	Yes	Yes
	Anova Site Furnishings	Tables Benches, Trash Cans,	2%	50%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Ailler Recreation Equipment & Design (941) 792-	Murdock Fountains	Water Fountains	5%	27%	Yes	No	No
4580 MRECFLA@TAMPABAY.RR.COM	Wabash Valley	Tables, Benches, Trash Cans	5%	27%	Yes	In Catalog	In Catalog
	Recycle Design	Benches	5%	27%	Yes	No	No
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	5%	27%	Yes	No	Yes
	Madrax	Bike Lockers	5%	27%	www.madrax.com	No	No

		PLAYGROUND EQUIPMEN	T & STRUCTURES				
Distributor	Manufacturer	Playground Equipment & Structures	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Action Play	Boarders, Ramp Systems, Mats	5%	Priced Per Job	Yes	Yes	Varies Per Produc
	Bark Park	Dog Park Products	8%	35%	Yes	Yes	On Price Sheet
	Big Toys	Interactive Playgrounds	5%	35%	Yes	Yes	On Price Sheet
	Dynamo Playgrounds	Innovative Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Elephant Play	Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Everlast Climbing	Climbing Walls, Jungle Gyms, ect	10%	35%	Yes	Request Quote	In Catalog
	Free Note- Harmony Park	Musical Play Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Jensen Swings	Playgournd Swings, Slides	5%	Priced Per Job	www.jensenswing.c om	Yes	On Price Sheet
	Play & Park Structures	Playgrounds, Play Structures, Swings	10%	Priced Per Job	Yes	Yes	In Catalog
	Safety 1st Surfacing	Expand, Install, Renew, Relocate	5%	Priced Per Job	www.safetyfirstpla yground.com	Request Quote	On Website
	Sportsplay	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Play	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
dvanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Playcraft Systems	Playground Equip, Tables, Benches, Bike Racks	2%	37%	Yes	Digital Copy	Digital Copy
	Dynamo Playgrounds	Innovative Playgrounds	2%	37%	Yes	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	2%	37%	Yes	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	2%	60%	www.idsculpture.c	Digital Copy	Digital Copy

Playground Sets,

Superior Recreation Playgrounds

37%

Yes

Digital Copy

Digital Copy

2%

	Childforms	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	2%	37%	Yes	Digital Copy	Digital Copy
	Sportsplay	Playground Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
outhern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Playgrounds	Playground, Fitness Equip	5%	30%	Yes	??	Yes
	Sportsplay	Playground Equipment,	5%	30%	Yes	In Catalog	Yes
	Free Note- Harmony Park	Musical Play Equipment	5%	30%	Yes	??	Yes
	Ultra Play	Playground Equip, Dog Parks	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
ccle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Miracle/True North	Playground Equipment,	Tier System	30%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Henderson Recreation	Playground Equipment,	6%	35%	Yes	In Catalog	Yes
	Action Play	Boarders, Ramp Systems, Mats	10%	35%	Yes	In Catalog	Yes
	Sportsplay Equipment, Inc	Playground Equip	6%	40%	No	In catalog	Yes
	Big Toys	Playgrounds, Musical, Benches	6%	35%	Yes	In Catalog	Yes

Dominica Recreation Products (800) 432-0162 robd@gametime.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	GameTime	Playground Equipment,	10%	30%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561 JRose20@comcast.net	Kidstuff Playstystems	Playground Equpment	18%	20%	Yes	No	Yes
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playworld	Playground Equpment	5%	32%	Yes	No	Yes
Dynamo Industries, Inc (613) 446-0030 ivan.hoffmann@dynamoplaygrounds.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Dynamo Playgrounds	Playgrounds,	10%	45%	Yes	Yes	Yes
	Dynamo Playgrounds	Ropes Course	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Custom Products	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Nature Play	5%	42%	Yes	Yes	Yes
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Landscape Structures Inc	Playground Installation	N/A	40%	No	No	No
	Playcore Branded Products	Playground Insallation	N/A	45%	No	No	No
	GameTime	Playground Installation	N/A	45%	No	No	No
	Playworld Systems Inc	Playground Installation	N/A	40%	No	No	No
	Henderson Recreation	Playground Installation	N/A	45%	No	No	No
	Miracle Recreation	Playground Installation	N/A	45%	No	No	No
	PlayPower/Little Tikes	Playground Installation	N/A	45%	No	No	No

Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Percussion Play	Playground Equip	5%	55%	No	In Catalog	In Catalog
	YALP Playgrounds	Playground Equipment,	5%	55%	No	In Catalog	In Catalog
	BCI Burke Company	Playground Equipment,	7%	34%	Yes	In Catalog	In Catalog
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Landscape Structures Inc	Playground Equip	2%	50%	Yes	Yes	Yes
ller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Miracle Recreation Equip	Playground Equip	8-20%	27%	Yes	Yes	Yes
	Action Play	Boarders, Ramp Systems, Mats	5%	25%	No	No	No
	Elephant Play	Playgrounds	5%	25%	No	No	No
	Ultra Play	Playground Equip, Dog Parks	5%	27%	No	No	No
	UPC Parks	Nature Play	5%	27%	Yes	No	No
Playspace Services (321) 775-0600 info@playspaceservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playcraft Systems	Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Dynamo Playgrounds	Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	SRP R3	Recycled Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	N/A	60%	Digital Copy	Digital Copy	Digital Copy
	Childforms	Playground Sets,	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	N/A	37%	Digital Copy	Digital Copy	Digital Copy

Distributor	Manufacturer	Splash Features, Skate Parks, Outdoor Rec	SKATE PARKS, OUTDO Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Compac Filtration	Pads, Structures, Filtration	5%	Priced Per Job	Yes	Request Quote	Priced Per Job
	Spohn Ranch/True Ride	Skate Park	5%	Priced Per Job	www.spohnranch.com	Request Quote	On Website
	Madrax	Bike racks	5%	35%	<u>No</u>	Request Quote	On Website
	Waterworks International	Architectural Fountains, SplashPads	5%	Priced Per Job	www.waterworksinternational.com	Request Quote	On Website
	Zeager	Wood Carpet, Synthetic Turf,	5%	Priced Per Job	Yes	Request Quote	On Website
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Water Splash	Splash Parks	2%	75%	Yes	Digital Copy	Digital Copy
Playspace Services (321) 775-0600 info@playspaceservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Water Splash Installation	Splash Parks	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
nation () opset recorded.	Aquatix	Splash Pads, Water Playgrounds	2%	Included in price per SF	Yes	Yes	Yes

Distributor	Manufacturer	Surfacing	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dura Play	Safety Surface Systems	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Fibar	Playground Safety Surfaces	10%	Priced Per Job	Yes	Request Quote	On Website
	First Coast Mulch	Mulch, Erosion Control	5%	Priced Per Job	www.firstcoastmulch.com	Request Quote	On Website
	Forestry Resources	Mulches, Sod, Fertilizer, Sod	5%	Priced Per Job	www.gomulch.com	Request Quote	On Websit
	Innovative Mulching	Mulch	10%	35%	www.innovativemulching.com	Request Quote	On Websit
	PlayGuard	Surfacing for Patios, Playgrounds, Play Spaces	5%	Priced Per Job	www.playguardsurfacing.com	Request Quote	On Websit
	Playsafe Surfacing	Rubber Surface for playgrounds, play spaces	5%	Priced Per Job	Yes	Request Quote	On Websit
	Premier Tennis Courts	Tennis Court Surfacing	5%	Priced Per Job	No Website	Request Quote	No Websi
	Rubber Recycling/Playsafer	Recylced Rubber Mulch, Map	5%	Priced Per Job	Yes	Request Quote	On Websi
	Sand Lock Sandbox	Sandboxes, Accessories, covers	5%	Priced Per Job	www.sandlock.com	Request Quote	On Websi
	Shaw Industries	Carpet, Hardwood, Tile ect	5%	Priced Per Job	www.shawfloors.com	Request Quote	On Websi
	Stewart Tennis Courts	Tennis, Bocce, Basketball, Shuffleboard Courts	Priced Per Job	Priced Per Job	www.stewarttennis.com	Request Quote	On Websit

	Cedar Forest Products	Mulch	5%	72%	No	Request Quote	On Website
	East Coast Mulch	Mulch	5%	50%	No	Request Quote	On Website
	Tennis Unlimited	Tennis Court Sufacing	Priced per job	Priced Per Job	N/A	Request Quote	On Website
	X-Grass	Syntheitc Turf	5%		Yes	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Rubber Designs	Rubber Surface for playgrounds, play spaces	5%	5%	Yes	Digital Copy	Digital Copy
	Boiling Forest Mulch 4 You and Inovative	Mulch	5%	75%	No	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing	2%	75%	Yes	Digital Copy	Digital Cop
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463	No Fault	Rubber Surface for playgrounds, play	5%	Priced Per Job	Yes	Yes	Yes
	IMC-Nuplay	Rubber Mulch Nuggets	10%	Priced Per Job	www.imcoutdoorliving.com	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Cowart Mulch	Engineered Wood Mulch	10%	60%	Flyer	Attached to Flyer	Yes
	International Mulch Co	Recylced Rubber Mulch,	6%	50%	Flyer	Attached to Flyer	Yes
	USA Mulch	Natural Mulch	10%	60%	Flyer	Attached to Flyer	Yes`

			Discount Allowed			Current IVISRP List		
	Manufacturer	Product	from MSRP	Installation Discount	Catalog Provided	Supplied	Warranty	
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Playmore Surfacing	Wood, Rubber Mulch	5%	varies-see price list	Flyer	Included in Flyer	Yes	
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
Playspace Services (321) 775-0600 info@playspaceservices.com	Boiling Forest Mulch 4 You and Inovative Mulch	Mulch Installation	N/A	75%	Digital Copy	Digital Copy	Digital Cop	
	Polysoft Surfacing	Recreation Surfacing Installation	N/A	75%	Digital Copy	Digital Copy	Digital Cop	
	Play Space Services	Surfacing Installation	N/A	Per Discount Catalog	Yes	Yes	Yes	
	Rubber Designs	Rubber Surface for playgrounds, play spaces Installation	5% or per discount catalog	5%	Digital Copy	Digital Copy	Digital Cop	
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Vitriturf	Cushioned Flooring	2%	Included in SF Price	Yes	Yes	Yes	
	No Fault Sport Group	Loose Rubber Mulch	2%	50%	Yes	Yes	Yes	
	Irvine Wood Recovery	Engineered Wood Mulch	2%	50%	Flyer	Yes	Yes	
	Robertson Recreatonal Surfaces	Rubber Synthetic Turi	2%	Included in SF Price	Flyer	Yes	Yes	
	No Fault Safety Surfacing	EPDM Bonded Rubbe Mulch, Synthetic Turf		Inculded in SF Price				
	Forever Lawn	Playground Grass	2%	Included in SF Price	Flyer	Yes	Yes	

	Hanover Specialties	Surfacing	2%	Included in SF Price	no	no	yes
	Tot Turf Safety Surfacing	Surfacing	2%	Included in SF Price	no	no	yes
	Irvine Wood Recovery	Surfacing	2%	75%	no	no	yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miller Recreation Equipment &	Fibar	Wear Mats, Acces	5%	27%	Yes	No	Yes
Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Foerverlawn	Sythetic Grass	5%	27%	www.foerverlawn.com	No	No
	No Fault	Playground and Athletic Surfaces	5%	N/A	Yes	No	No
	Artificle Play Turf	Turf	5%	N/A	No	No	No
	Manufacturer	Product	Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc	Safety 1st	Rubber Surfacing	5%	N/A			
(386) 575-8359 infa@toplinerec.com	Go Mulch	Playground Mulch	10%	N/A			
	Cowart Mulch	Playground Mulch	5%	N/A			
	Forever Lawn	Artificial Turf	5%	N/A			

Distributor	Manufacturer	Sports & Fitness Equipment	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilties,	5%	Priced Per Job	Yes	In Catalog	In Catalog
delinte anaprador	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website
			10%	Priced Per Job	Yes	Yes	On Website
	Gared Sports GT Grandstands	Team Sports, Fitness, Facilties, Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website
	JayPro Sports	Team Sports, Fitness, Facilties,	5%	Priced Per Job	Yes	On Website	Varies Per Produ
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.majordisplay.com	Yes	On Website
	National Recreation Systems	Bleachers, Benches	5%	35%	Yes	Yes	In Catalog
	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra-Action Fitness	Fitness Parks and Equiment	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy

	JayPro Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
		Bleachers, Press Boxes,					
	GT Grandstands	Benches	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	National Recreation Systems	Bleachers, Benches	6%	35%	Yes	In Catalog	Yes
	JayPro Sports	Team Sports, Fitness, Facilties,	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net	Sportsplay	Sports Equip	13%	20%	No	No	??
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Greenfields Outdoor Fitness Inc (888) 315-9037 sam@greenfieldsfitness.com	Greenfields Outdoor Fitness	Outdoor Fitness Equipment	2%	Varies	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Nevco Sports, LLC (618) 664-0360 sales@nevco.com	Nevco Sports, LLC	Scoreboards	10% Minimum	Available upon Request	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	40%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Musco Sports Lighting LLC (800) 825-6030 musco.contracts@musco.com	Musco Sports Lighting	Sports Lighting	Prices as listed	1	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Burke Fitness	Fitness Course	7%	34%	Yes	No	In Catalog
	Patterson-Williams Athletics	Sports Equip, Bleachers	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600		No. of the second		75%	Digital Copy	Digital Copy	Digital Cop

M. Gay Constructors, Inc.	M. Gay Constructors, Inc.	Sports Lighting	Prices as listed	N/A	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No
	Bison Sports	Sports Equip, Bleachers, Padding	5%	27%	Yes	No	Yes
Miller Recreation Equipment & Design (941) 792- 4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	GT Grandstands	Bleachers, Press Boxes, Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilties,	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy

Clay County Sports Lighting Bid Sheet

Manufacturer:

Musco Sports Lighting, LLC 100 1st Ave West, PO Box 808

Address: City, State, Zip Code:

Oskaloosa, IA 52577

Contact:

Amanda Hudnut 800-825-6030

Phone: Fax:

800-825-6030 641-672-1996

Email:

musco.contracts@musco.com

Federal ID#:

42-1511754

Terms-25% of contract price required with order. Balance due Net 30 days upon delivery.

All prices include delivery within Clay County, FL to the job site and are for the lighting system materials only.

Section 1: Musco Sports Lighting Price List

A. Light-Structure System™ with Total Light Control – TLC for LED® & SportsCluster® System with Total Light Control – TLC for LED®

Light-Structure System™ with Total Light Control – TLC for LED®

The Light-Structure System™ with TLC for LED® includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package. Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ with Total Light Control – TLC for LED® to original design criteria for 25 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 25™" document.

SportsCluster® System with Total Light Control - TLC for LED®

SportsCluster® System with TLC for LED® includes electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles or concrete bases). Utilizes existing sports lighting poles that are compatible with Musco's lighting system. Installation is NOT included in the pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the SportsCluster® System with Total Light Control – TLC for LED® to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™ document. The Constant 10™ warranty is contingent upon a site inspection.

FOOTBALL							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light- Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light- Structure FLC-LED Materials	Price for SportsCluster TLC-LED Materials
360, × 160,	50	30 FC	\$153,700	\$106,100	50 FC	\$234,100	\$156,100
360, × 160,	70	30 FC	\$187,300	5118,400	50 FC	S266,700	S168,600
360° x 160°	100.	30 FC	S219,100	\$118,700	50 FC	\$319,500	\$169,100
360° x 160°	120	30 FC	S237,800	\$130,700	50 FC	\$331,800	\$187,300



SOCCER							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light- Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light- Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
330x200	30'	30 FC	\$166,000	\$90,600	50 FC	S211,800	\$131,700
330x200	50	30 FC	\$166,000	S90,600	50 FC	\$224,400	\$143,800
360x210	30.	30 FC	\$166,000	\$90,600	50 FC	\$224,400	\$143,800
360x210	50"	30 FC	\$177,700	\$106,100	50 FC	\$257,100	\$164,500
360x225	30"	30 FC	\$178,600	\$106,100	50 FC	\$237,000	\$155,800
360x225	50"	30 FC	\$179,500	\$106,100	50 FC	\$271,500	\$170,200

Field Type Field Size	Field Size	Average Maintained Light Level	Price for Light- Structure	Price for SportsCluster TLC-LED	Average Maintained Light Level	Price for Light- Structure	Price for SportsCluster TLC-LED
		(Inf/Out)	TLC-LED Materials	Materials	(Inf/Out)	TLC-LED Materials	Materials
60' Base Path	200	30/20	\$107,400	\$70,300	50/30	\$119,200	\$78,800
60° Base Path	225	30/20	\$122,100	\$80,500	50/30	\$134,000	\$92,100
60° Base Path	250'	30/20	S127,200	\$80,500	50/30	\$149,900	\$103,000
60° Base Path	300	30/20	\$173,300	\$119,800	50/30	\$205,500	\$134,300
60' Base Path	320'	30/20	\$177,800	\$124,300	50/30	\$226,800	\$146,300
90' Base Path	300'	50/30	\$235,900	\$147,400	70 50	\$325,300	\$208,500
90' Base Path	325'	50/30	\$259,600	\$159,500	70/50	\$352,300	\$228,400
90' Base Path	350'	50/30	\$273,100	\$172,500	70/50	\$403,800	\$252,600
90° Base Path	320/360/320	50/30	S261,200	\$160,800	70/50	\$413,600	\$255,300
90' Base Path	330 400 330	50/30	\$366,200	\$212,600	70/50	\$464,600	\$281,000

TENNIS			
	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	\$69,500	\$49,400
3	50 FC	\$81,500	\$52,600
4	50 FC	\$81,500	\$52,600
6	50 FC	\$162,400	\$102,300
BASKETBALI	L - OUTDOOI	2	20.00
= Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	\$61,100	S44.300



BASKETBALL - INDOOR - 10 year parts and labor warranty			
# Courts	Light Level	Price for LED Material	
1 - 94 x 50	80 FC	\$25,500	

PARKING LOT	- 10 year part	s and labor warranty	
Parking Lot Area	Light Level	Price for LED Material	Price per Square foot (to be used for alternate size areas)
320° x 200°	1 FC	\$28,600	\$0.45/sq ft

- This pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixtures combinations are available and may add additional cost.
- 2. Sales tax, labor and unloading of the equipment is not included as part of the materials only pricing.
- Pricing is based on shipment of entire project together to one location. Delivery time of order, submittal
 approval, and confirmation of order details include voltage and phase and pole location is approximately 4-6
 weeks standard shipping.
- 4. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.
- B. Light-Structure System™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology will be reduced by 15% on all field pricing packages on the bid form. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

Example: 360' x 160' Football @ 30FC (50' SETBACK)

\$153,700 X 15% = \$23,055

\$153,700 - \$23,055

Metal Halide Technology Pricing = \$130,645

Includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and Control-Link® Control & Monitoring package (does not include poles with SportsCluster®). Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System ™ with Green Generation Lighting® metal halide technology or SportsCluster® System with Green Generation Lighting® metal halide technology to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document.

C. Other Applications

	Cost	
Additional lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations	\$3,500	per fixture
Control-Link Retro fit Unit (material only)	\$8,500	per unit
Control-Link Unit - Multiple Services (material only)	\$6,700	perunit
Osprey Nest Platforms	\$3,000	each
TLC-RGBW Fixture	\$4,500	per fixture
LED Security Fixture (mount on Musco pole)	\$1,850	per fixture
LED Pathway Lighting (8' pole with LED fixture)	\$2,300	per pole
LED Area Lighting (15' pole with LED fixture)	\$2,250	per pole
LED Roadway Lighting (30' pole with LED fixture)	\$2,550	per pole
LED Bollard Lighting (42" pole with LED fixture)	\$800	per pole



Section II: Adders

- A. The above pricing is based upon 2017 FBC 130 mph. For each 10 mph increase in wind zone, the equipment price will increase by 10%.
- B. Florida Building Code, 2017 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.
- C. Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.
- Control-Link® Entertainment package will increase the equipment price by 5%.
- E. Control-Link® Entertainment+ package will increase the equipment price by 12%. Musco is not responsible for obtaining or any cost associated with music licenses.

Section III: Labor Costs

A. Pole Installation (price per pole)

74-37-4-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-3-	
Pole Height	LS 2017 FBC 130 mph Price
40'	\$4,150
50'	\$4,300
60'	\$4,600
70'	\$5,300
80'	\$6,450
90'	\$9,500
100'	\$11,550
110'	\$17,550

B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs. In addition, because wind zones sometimes impact pole size, there maybe a 10% increase in the cost of installation for each 10 mph increase in wind zone.

C.	Removal of Existing Concrete Poles	\$4,600 per pole
D.	Removal of Existing Wooden Poles	\$1,750 per pole
E.	Straighten Concrete Pole	\$5,000 per pole
F.	Patching Concrete Poles	\$4,000 per pole
G.	Installation of Fixtures on Existing Poles	\$6,000 per pole
H.	Installation of Control Link Retrofit	\$2,100 per unit
1.	Retrofit existing Gymnasium with LED	\$750 per fixture
J.	Site Inspection - Evaluation of existing lighting system	\$2,500 per project



Section IV: Electrical Costs

A. Service Options

Option A - 200 Amp Service (Section IV. A. 1)	\$12,650 each
Option B - 400 Amp Service (Section IV, A, 1)	\$21,300 each
Option C - 600 Amp Service (Section IV, A, 1)	\$25,900 each
Option D - 800 Amp Service (Section IV. A. 1)	\$28,750 each

B. Conduit, Pull Boxes and Conductors

1. Wiring from Panel to Contactors

 Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors. max distance of 10 feet

\$100 each

 Connect wiring from one 3 pole. 60 amp breaker to one 3 pole. 60 amp contactor using 3-#4 conductors, max distance of 10 feet

\$110 each

2. Wiring from Contactors to Poles

a.	2" PVC with (4) #1 THWN conductors	\$30 per foot
b.	2 ½" PVC with (4) 3/0	\$40 per foot
C.	4" PVC with (4) 500mcm	\$75 per foot
d.	(2) 4" PVC with (4) 300mcm	\$98 per foot

 Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

a	10	\$5,400	\$5.75 per foot
b	8	\$5,980	\$8.65 per foot
С	6	\$6,210	\$11.50 per foot

4. Pull Boxes

a.	Brooks 38T pull box with 8" x 8" x 6" PVC box	\$600 each
	Inside	
b.	Connect 4-#1 conductors from pull box to sports	
	lighting pole, maximum distance of 10 feet	\$150 each

C. Installation of Contactor Cabinets

a.	48" Cabinet	\$5,750 each
b.	72" Cabinet	\$8,650 each

D. Lightning Protection

1.	Surge Arrestor - protection at remote electrical enclosure	\$1,200 each
2.	Surge Arrestor - protection on line side of panel	\$9,900 each

E. Pole Grounding

1.	Provide and install ground rods for poles 70' and below	\$900 per pole
2.	Provide and install ground rods for poles 80' and above	\$1,450 per pole



Section V: Engineered Plans

Α.	Electrical Engineering Drawings, sealed by P.E.	
	Adder for 200 amp service	

2.	Adder for 400 amp service	\$9,950 each
3.	Adder for 600 amp service	\$15,900 each
4.	Adder for 800 amp service	\$26,450 each

\$6,600 each

B.

St	ructural Engineering Drawings, sealed by P.E.	
1.	Foundation and pole plans based on assumed soils	\$1,350 per project
2.	Foundation and pole plans based on geotech report	\$3,300 per project
Ge	eotech report	\$9,950 per project
Во	onding (over \$200,000)	\$2,000 per \$100,000
Sit	te survey	\$3,300 per project
Pr	oject management	\$6,000 per project

Section VI: Yearly Adjustments

C. D. E. F.

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.
- B. During the term of this contract, new products with improved technology may become available. Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated, increased costs of the new, improved technology.
- C. During the term of this contract if the State of Florida Building Code and/or wind speeds change. Musco reserves the right to adjust pricing accordingly.



M. GAY CONSTRUCTORS, INC. BID FORM ATTACHMENT OF UNIT PRICEES CLAY COUNTY FLORIDA

VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUND

November 11, 2020

Request to RFP NO. 18/19-2

M. Gay Constructors, Inc. is properly licensed in accordance with Florida Statute 471.003 to perform design build projects. Our Florida Licenses are CGC1512259 and EC0001098.

1. Install Owner Furnished Sports Lighting Poles and Fixtures

Our price includes unloading, assembling, and installing the metal or concrete poles with standard foundations. Metal poles are installed on the concrete stud foundation supplied by Musco. Price does not include any special foundations such as, suspended bases, rebar or any hole diameter larger than 36" in diameter. No electrical field wiring or ground rods are included.

Install:

Mount Heights	Metal	Concrete
40' (10' Maximum inbed)	\$3,500.00	\$5,600.00
50' (10' Maximum inbed)	\$3,600.00	\$5,700.00
60' (10' Maximum inbed)	\$3,700.00	\$5,800.00
70' (10' Maximum inbed) 1 to 13 Fixtures	\$3,800.00	\$5,900.00
70' (15' Maximum inbed) 14 to 27 Fixtures	\$3,900.00	\$6,900.00
80' (15' Maximum inbed) 1 to 19 Fixtures	\$4,900.00	\$8,900.00
80' (15' Maximum inbed) 20 to 33 Fixtures	\$5,000.00	\$9,000.00
90' (15' Maximum inbed) 1 to 12 Fixtures	\$6,500.00	\$15,000.00
90' (15' Maximum inbed) 13 to 40 Fixtures	\$7,000.00	\$16,000.00
100' (20 Maximum inbed) 1 to 15 Fixtures	\$12,000.00	\$17,000.00
110'	\$19,000.00	\$24,000.00
120'	\$27,000.00	\$28,000.00

- Install owner furnished fixtures on existing poles and wire to box bottom of of the pole.
 \$990.00 per fixture
- 3. Osprey Platform to be installed on new pole or existing pole. (New pole not included in price)

New Pole Exiting Pole \$3,000.00 each \$4,500.00 each

4. Field Electrical Wiring

Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

Circuit Size	Single Phase	Per Ft	Three Phase	Per ft Price
#12	\$5,200.00	\$2.84	\$4,150.00	\$3.56
#10	\$4,025.00	\$3.04	\$4,175.00	\$3.71
#8	\$4,400.00	\$4.52	\$4,600.00	\$5.65
#6	\$4,600.00	\$6.20	\$4,800.00	\$7.74
#4	\$5,000.00	\$8.82	\$5,200.00	\$11.04
#3	\$5,200.00	\$10.72	\$5,400.00	\$13.40
#2	\$6,200.00	\$11.52	\$6,400.00	\$14.40
#1	\$6,800.00	\$16.33	\$7,000.00	\$20.40
#1/0	\$7,800.00	\$20.04	\$8,000.00	\$25.05
#2/0	\$8,200.00	\$24.13	\$8,300.00	\$30.16
#3/0	\$9,400.00	\$30.09	\$9,700.00	\$37.61
#4/0	\$9,800.00	\$36.30	\$10,300.00	\$45.38
#250 mcm	\$11,500.00	\$44.79	\$11,800.00	\$56.00
#350 mcm	\$12,500.00	\$60.37	\$13,000.00	\$75.57
#500 mcm	\$21,000.00	\$81.05	\$27,000.00	\$101.29

5. Service

Amps	Single Phase	Three Phase	
100	\$ 8,200.00	\$ 9,400.00	
150	\$ 8,300.00	\$ 9,500.00	
200	\$ 8,700.00	\$ 9,800.00	
250	\$14,000.00	\$15,000.00	
400	\$18,000.00	\$19,000.00	
600	\$24,000.00	\$25,000.00	
800	\$29,000.00	\$30,000.00	
1000	\$33,000.00	\$34,000.00	
1200	\$39,000.00	\$40,000.00	
1600		\$45,000.00	

Pricing is based upon the maximum Service Feeder length to be no more than 50' from the power source to the service.

6. Lighting Contactors Furnished and Installed

Contactor	Price	
30 Amp	\$ 1,500.00	
60 Amp	\$ 1,700.00	
100 Amp	\$ 2,200.00	
200 Amp	\$ 5,100.00	
400 Amp	\$14,000.00	

7. Install Owner Furnished Lighting Contactors

Contactor		Pr	ice		
30 Amp		\$	600.00		
60 Amp		\$	900.00		
100 Amp		\$	1,100.00		
200 Amp			1,700.00		
400 Amp		\$	2,400.00		
Provide Hourly Equipm	nent and Labor				
45° Bucket Truck		\$	110. 00 per hour		
30 Ton Crane	8 hr minimum	\$	225.00 per hour		
50 Ton Crane	8 hr minimum	\$	300.00 per hour		
70 Ton Crane	8 hr minimum	\$	375.00 per hour		
100 Ton Crane	8 hr minimum	\$	250.00 per hour		
	00 and Mob out \$4,500.00	0)			
200 Ton Crane	8 hr minimum	\$	550.00 per hour		
	00 and Mob out \$4,500.0	0)			
Auger Truck	4 hr minimum	\$	175.00 per hour		
Production Digger	8 hr minimum	\$	650.00 per hour		
(Max auger 60"					
Flat Bed Truck	4 hr minimum	\$	150.00 per hour		
Water Truck	4 hr minimum	\$	150.00 per hour		
Backhoe		\$2,200.00 per day			
Trencher			,500.00 per day		
Directional Boring	Up to 2"	\$	30.00 per foot		
Directional Boring	2 ½" to 4"	\$	45.00 per foot		
Directional Boring	4 ½" to 8"	\$	65.00 per foot		
Electrician	1 /2 10 0	\$	95.00 per hour		
Foreman		\$	95.00 per hour		
Rigger		\$	75.00 per hour		
Helper		\$	65.00 per hour		
High Lift			9,500.00 per day		
Tractor Trailer (Oversiz	ed loads)	\$	750.00 per hr. (plus permits		
Pick up Truck	ed loads)	\$	35.00 per hr.		
. Mark up on Material			0% Plus Tax		
10. Per Diem rates outside of Clay County			650.00 per crew		
1. Dumpster Fee			2,000.00 per dumpster		
2. Pole Demolition					
Wood Poles		\$	1,200.00 per pole		
			\$3,500.00 per pole		
Concrete Poles		\$	3,500.00 per pole		

Price does not include transporting, disposing or relocating poles. All fixtures to be removed per this pricing.

13. Fill Dirt \$1,200.00 per 18 yd load

14. Storage Container \$1,500.00 per month per container

15. Provide Water Meter \$2,800.00

16. Provide Electrical Engineering – 14% of the total cost of the project. Total cost includes all owner furnished material.

GENERAL NOTES

- All Projects outside Clay County are subject to a fuel surcharge 5% of the total cost of the project.
- Access to all pole locations to be provided by others.
- · No repair of sod, sidewalk, concrete, asphalt, curbing, landscaping or utilities
- This pricing is based upon NORMAL drilling conditions. Any deviation from these conditions shall result in additional cost.
- No removal of dirt, debris or drilling spoils is included in this price.
- Pole locations shall be surveyed by others showing the location of grade
- Pole aiming points to be surveyed by others.
- A water source (such as a hydrant) shall be provided by others
- No permit or impact fees included
- A disposal area to place drilling spoils and drilling fluids is to be provided by others
- Pricing is based upon a one time mobilization for complete project. All additional mobilizations are to be priced accordingly.
- Pricing does not include and performance or payment bonds.
- Pricing does not include removal, disposal or remediation of hazardous waste
- We reserve the right to increase pricing on materials due to excessive market volatility



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee DATE:

FROM: Karen Smith Administrative and Contractual Services

SUBJECT: Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area. The County will reimburse JTA once the Study is completed. The County and JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed \$100,000. JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

JTA and the County will mutually agree on the scope of work to be provided in the 2022 Major Update to 2017 Clay County Transportation Study. The Study shall reflect demographic, economic, infrastructure and industry growth and trends that impact public transpiration services and needs in the County. The Study will provide the implementation steps and schedule for 5 year and 10 year planning periods.

The County and JTA will split the cost of the Study equally 50/50. In no event shall the County nor JTA's portion exceed \$100,000.

JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023.

<u>Is Funding Required (Yes/No):</u> **Yes**

If Yes, Was the item budgeted (Yes\No\N/A):

Yes

Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

Account # FD3003-CC1232-PRJ100364-SC563000 Amount - \$100,000

Sole Source (Yes\No): (Yes\No):

Advanced Payment

No

No

ATTACHMENTS:

Description

MOU JTA

REVIEWERS:

Department Reviewer Action Date Comments

Administrative

5/11/2022 - 12:56 and AnswerNotes Thomas, Karen Approved

Contractural PM

Services

County Wanamaker, 5/11/2022 - 2:51 PM AnswerNotes Approved Manager Howard

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN JACKSONVILLE TRANSPORTATION AUTHORITY AND CLAY COUNTY, FLORIDA

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made as of the ____ day of May, 2022 ("Effective Date") by and between the JACKSONVILLE TRANSPORTATION AUTHORITY (the "Authority" or the "JTA"), a body corporate and politic whose principal business address is 100 LaVilla Center Drive, Jacksonville, Florida 32202 and CLAY COUNTY (the "County"), a political subdivision of the State of Florida, whose principal business address is 477 Houston Street, Green Cove Springs, Florida 32043. The Authority and the County may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Recitals

WHEREAS, the Authority is a public transportation agency that provides various mass transportation services throughout Duval County, Florida, including the design and construction of bridges and highways, express and regular bus service, community shuttles, a downtown Skyway monorail, a trolley service, a Game Day Xpress for various sporting events, paratransit service for the disabled and elderly, and ride request on demand services; and

WHEREAS, JTA currently provides transportation services in Clay County that includes locations for stops and pick-ups along the Red Line, Blue Line, and Magenta Line along with the Green Line also known as the VA Flex Route; and

WHEREAS, JTA also provides commuter bus service between Clay County and downtown Jacksonville, Florida; and

WHEREAS, population growth in Clay County and the high percentage of intercounty commutes contributes to increasing regional traffic congestion; and

WHEREAS, the Parties mutually desire to enter into a cooperative relationship whereby they will together undertake a study referred to as the Clay County Transit Study to better understand the needs of commuters in the study area.

NOW THEREFORE, in contemplation of mutually beneficial relationships to be established, and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Agreement

1. <u>Incorporation of Recitals</u>. The Recitals are an integral part of this MOU and are incorporated herein by reference.

2. Terms of Agreement.

- I. JTA and the County will mutually agree on the scope of work to be provided to the 2022 Major Update to 2017 Clay County Transportation Study (the "Study"). The Study shall reflect demographic, economic, infrastructure and industry growth and trends that impact public transportation services and needs within the County. The Study will provide the implementation steps and schedule for five year and ten year planning periods, so that the Study recommendations can be incorporated into the County's five-year Capital Improvement Plan. The Study shall be completed before January 2023.
- II. JTA will procure, pursuant to its Procurement Rule 002, a responsible and responsive contractor to conduct the Study. The request shall require that a single insurance policy be given and that both JTA and the County shall be named as Additional Insureds. The Parties will mutually agree to any additional requirements to include in the request.
- III. JTA and the County will split the cost equally (50/50) for the Study. However, in no event shall the County's portion of the costs exceed \$100,000. The JTA's portion shall also not exceed costs of \$100,000. JTA shall pay the contractor for its services in performing the Study. Upon completion of the Study, JTA shall invoice the County for its portion of the costs incurred by the contractor in an amount not to exceed \$100,000.
- IV. JTA will provide necessary JTA and contractor personnel to accomplish the purpose of this MOU.
- V. County will provide necessary County resources to accomplish the purpose of this MOU.
- 3. <u>Term</u>. This MOU shall be for a term of one (1) year from the Effective Date, and should end no later than the completion of the Study.
- 4. <u>Termination</u>. This MOU may be terminated by either Party with seven (7) days advance written notice to the other Party.
- 5. <u>Costs</u>. Each Party shall bear its own costs in the performance of this MOU aside from the cost of the Study which will be split equally between the Parties.
- 6. <u>Amendments</u>. No provision of this MOU may be amended, modified, waived or discharged unless the Parties, by mutual written agreement, agree to such amendment, modification, waiver or discharge.
- 7. <u>Notices.</u> All notices, demands, or other communications given hereunder will be in writing and will be deemed to have been duly given on the first business day after mailing via U.S. Registered or Certified Mail, Return Receipt Requested, postage prepaid, and addressed as follows:

Howard Wanamaker County Manager Nathaniel P. Ford Sr. Chief Executive Officer

Clay County 477 Houston Street Green Cove Springs, FL 32043 Jacksonville Transportation Authority 100 LaVilla Center Drive Jacksonville, FL 32202

- 8. <u>Preparation and Negotiation of Agreement</u>. The Parties may extend this MOU for one (1) year only, thereafter JTA will prepare and submit a draft of more definitive agreements to the County for its review and comment. JTA and the County agree to negotiate in good faith the terms and conditions of the more definitive agreements, consistent with the provisions of this MOU.
- 9. Appropriated Funds. JTA acknowledges that in the budget for each fiscal year of the County during which the term of the MOU is in effect a limited amount of funds are appropriated which are available to make payments for the Study arising under the MOU. Any other provisions of the MOU to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the MOU from the budget of any fiscal year shall not exceed the appropriation for said fiscal year. Nothing in this MOU shall obligate the County to JTA to expand appropriations or to enter into any contract or other obligation.
- 10. <u>Taxes</u>. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this MOU to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.
- 11. No Joint Venturer. Both JTA and the County acknowledge and agree that this MOU represents an expression of intent to form a definitive agreement between the Parties and nothing in this MOU should be construed as creating a partnership, joint venture or other legal entity.
- 12. <u>Independent Contractors</u>. The Parties are independent contractors and are not joint employers, employees, agents, partners, or representatives of the other. As such, each Party is responsible, where necessary, to obtain, at its sole cost, workers' compensation insurance, disability benefits insurance, and any other insurances that may be required for it or its employees by law.
- 13. <u>Governing Law</u>. This MOU is governed by the laws of the State of Florida and jurisdiction and venue shall be situated in the courts of Clay County, Florida.
- 14. Public Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this MOU shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. The Parties shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this MOU that are in its possession or under its control. A request to inspect or copy public records relating to the MOU must be made directly to the County. The Parties shall retain all records relating to this MOU for a period of at least five (5) years after the MOU ends

- or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.
- 15. <u>Indemnification</u>. Subject to the provisions of Section 768.28 Florida Statutes, which provisions are not expanded, altered or waived beyond the statutory limits contained therein, each Party shall indemnify and hold harmless the other Party and its Board of Directors, officers, agents, and employees, from all claims, liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees (and other reasonable legal costs such as those for paralegal, investigative, legal support and the actual costs incurred for expert witness testimony), to the extent caused in whole or in part by the acts, errors, omissions, negligence, recklessness, or willful misconduct of the Party, one of its contractors, any persons or entities directly or indirectly employed or utilized by the Party, or anyone for whose acts they may be liable, in the performance of this MOU.
- 16. Assignment. Neither Party has a right to assign its rights and obligations under this MOU.
- 17. <u>Publicity</u>. All press releases, reports, statements or announcements issued by either Party with respect to the MOU shall be presented to the other Party reasonably in advance of issuance and shall be subject to the other Party's prior approval.
- 18. Compliance with Regulations. This MOU and the use of transit vehicles and all services provided by JTA contemplated by this MOU are subject to and shall be in accordance with the terms and conditions of any grant agreement(s) between the respective Parties, and the Federal Transit Administration and/or the FDOT, should they provide funds for the provision of service. This MOU is subject to all applicable federal, state, local, and other governmental laws, rules or regulations.
- 19. <u>Sovereign Immunity.</u> Both the County and JTA are governmental entities whose limits of liability are set forth in Section 768.28, Florida Statutes and nothing herein will be construed to extend the liabilities of either beyond that provided in Section 768.28, Florida Statutes. Nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim otherwise barred by sovereign immunity or operation of law.
- 20. <u>Counterparts.</u> This MOU may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument.
- 21. <u>Authority</u>. The Parties agree to utilize electronic signatures and that the digital signatures of the Parties set forth below are intended to authenticate this MOU and have the same force and effect as manual written signatures. Each person signing on behalf of the Parties represents and warrants that he/she has full authority to execute this MOU on behalf of such Party and that the MOU will constitute a legal and binding obligation of such Party.

IN WITNESS WHEREOF, JTA and Clay County have executed this MOU as of the date and year first written above.

JACKSONVILLE TRANSPORTATION AUTHORITY

	By: Nathaniel P. Ford, Sr. Chief Executive Officer
APPROVED AS TO FORM:	
By: Cleveland Ferguson, III SVP/Chief Administrative Officer	_
	CLAY COUNTY, a political subdivision of the State of Florida
	By:
	Wayne Bolla Its Chairman
ATTEST:	165 Chanfhan
Tara S. Green	_
Clay County Clerk of Court and Comptrolle Ex Officio Clerk to the Board	er



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee DATE: 5/5/2022

FROM: Megan Mosley, Grants

Manager

SUBJECT:

Approval of the following two (2) budget resolutions for grant awards under \$50,000:

- 1. Humanities Grant for Libraries-ARPA: \$10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants Culture and Recreation
- 2. FDOT Local Agency Program Agreement #G1R36: \$35,000 awarded by the Florida Department of Transportation Local Agency Program to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road. Funding Source: Capital Improvement Plan (CIP) Projects Fund Grant Revenue / FDOT Safety - LAP Grants

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes\No\N/A):

No

Funding Sources:

	Account Name	<u>Account #</u>	<u>Amount</u>
1.	General Fund (FD1000)		
		FD1000-	
	General Fund / All Grants Organization / Humanities Grants for	CC1233-	
	Libraries - ARPA / Humanities Grants for Libraries - ARPA /	PRJ100389-	\$10,000
	Federal Grants - Culture and Recreation	GR010080-	
		RC331700	

2. Capital Improvement Plan (CIP) Projects Fund (FD3003)

Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / FDOT Safety - LAP Grants

FD3003-CC1233-PRJ100395-GR010018-RC331493

\$35,000

Sole Source (Yes\No):

Advanced Payment

No

(Yes\No):

No.

ATTACHMENTS:

Description

1. Resolution 2021-22 Humanities Grant for Libraries-ARPA

2. Resolution 2021-22 FDOT LAP Agr #G1R36

Adjustment Worksheet for 5-17-22 F&A

REVIEWERS:

Department	t Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	5/11/2022 - 2:45 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	5/11/2022 - 2:47 PM	AnswerNotes

CLAY COUNTY RESOLUTION NO. 2021/2022-

WHEREAS, the following revenue from the American Rescue Plan Humanities Grants for Libraries was not anticipated when the 2021/2022 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used for humanities public programming at the Clay County Libraries.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:		\$ 130,822,910
Additions		
General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Federal Grants – Culture and Recreation	FD1000-CC1233- PRJ100389- GR010080-RC331700	\$ 10,000
Amended Total Revenue		\$ 130,832,910

APPROPRIATION

Prior Fund Total:		\$ 130,822,910
Additions		
General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Promotional Activities	FD1000-CC1233- PRJ100389- GR010080-SC548000	\$ 1,500
General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Operating Supplies	FD1000-CC1233- PRJ100389- GR010080-SC531400	\$ 8,500
Amended Total Appropriation		\$ 130,832,910

	Board of County Commissioners Clay County, Florida
ATTEST:	Wayne Bolla, Chairman
Tara S. Green County Clerk of Court and Comptroller	

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 24th day of

May, 2022.

Ex Officio Clerk to the Board

CLAY COUNTY RESOLUTION NO. 2021/2022-

WHEREAS, the following revenue from the Florida Department of Transportation Safety Local Agency Program was not anticipated when the 2021/2022 budget was approved, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:		\$ 84,336,215
Additions		
Capital Improvement Plan (CIP) Projects Fund		
/ All Grants Organization / FDOT Local	FD3003-CC1233-	
Agency Program Agreement #G1R36 / FDOT	PRJ100395-	\$ 35,000
Local Agency Program Agreement #G1R36 /	GR010018-RC331493	
FDOT Safety - LAP Grants		
Amended Total Revenue		\$ 84,371,215

APPROPRIATION

Prior Fund Total:		\$	84,336,215
Additions			
Capital Improvement Plan (CIP) Projects Fund			
/ All Grants Organization / FDOT Local	FD3003-CC1233-		
Agency Program Agreement #G1R36 / FDOT	PRJ100395-	\$	35,000
Local Agency Program Agreement #G1R36 /	GR010018-SC563000		
Infrastructure Expense		_	
Amended Total Appropriation		\$	84,371,215

	Board of County Commissioners Clay County, Florida
ATTEST:	Wayne Bolla, Chairman
Tara S. Green County Clerk of Court and Comptroller	

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 24th day of

May, 2022.

Ex Officio Clerk to the Board

Budget Adjustments for May 17 F&A

Agenda Item Notes	Account	Name	Additional Amount	Reduce Amount	Notes
Grants Under \$50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010080-RC331700	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Federal Grants - Culture and Recreation	-10,000		American Rescue Plan: Humanities for Libraries Grant
Grants Under \$50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010080-SC548000	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Promotional Activities	1,500		Humanities public programming at the Libraries
Grants Under \$50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010082-SC531400	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Operating Supplies	<u>8,500</u>		Humanities public programming at the Libraries
		Fund Total	0	C	
Grants Under \$50,000 (Res 2)	FD3003-CC1233-PRJ100395-GR010018-RC331493	Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / FDOT Safety - LAP Grants	-35,000		FDOT - LAP Agreement 2019/2020-193
Grants Under \$50,000 (Res 2)	FD3003-CC1233-PRJ100395-GR010018-SC563000	Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / Infrastructure Expense	35,000		Safety Grant to the County for the design of safety imprv on CR220 from west of Lakeshore Drive W to east of Old Hard Road
		Fund Total	0	C	
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100360-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Kingsley Lake / Infrastructure Expense	61,550		Sidewalks at Kingsley Lake bids above current budget
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100361-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Thunderbolt Elementary to Calming Waters Drive / Infrastructure Expense	19,715		Sidewalks at Thunderbolt Elementary to Calming Waters Drive (Town Center Blvd) bids above current budget
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100359-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road / Infrastructure Expense		81,265	Sidewalks at CR218 Beyond Taylor Road deferred to FY22/23
		Fund Total	81,265	81,265	

KEY

Fund (FD)

Cost Center (CC)

Program (PG)

Project (PRJ)

Grant (GR)

Spend (or Revenue) Category (SC or RC)



Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee DATE: 5/9/2022

FROM: Kimberly Morgan

SUBJECT:

Approval of the Tourist Development Council's (TDC) recommendations of the following grants:

- 1.) May 28-29, 2022 Girls Lacrosse Showcase Sports Grant (600 athletes, coaches, families and collegiate scouts) Recommended Grant Award will be \$12,000 with the contingency that if the County can purchase required lacrosse equipment, there will be no need for an equipment rental expense. Tournament must also be a Stay-to-Play tournament with no other rebates.
- 2.) August 20-21, 2022 Girls Lacrosse Showcase Sports Grant (Originally scheduled for May 20-21 but moved to August 20-21 70 teams with approximately 18 players per team, coaches, families and collegiate scouts) Recommended Grant Award will be \$10,000 with the contingency that if the County can purchase additional required lacrosse equipment within a budget of \$15,000. Tournament must also be a Stay-to-Play tournament with no rebates.
- 3.) Bella Notte, A Night of Art Under the Stars Special Event Marketing Grant (September 15) Recommended Grant Award of \$3,500 reimbursable marketing grant.
- 4.) Rock the Box 2 Special Event Marketing Grant (August 13) Recommended Grant Award of \$3,000 reimbursable marketing grant.

If Yes, Was the item budgeted

Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

AGENDA ITEM TYPE:

<u>Is Funding Required (Yes/No):</u>

(Yes\No\N/A):
Yes

<u>):</u>

Yes

Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

- 1.) Account # FD1164-CC1009-SC548005 Amount \$12,000
- 2.) Account # FD1164-CC1009-SC548005 Amount \$10,000
- 3.) Account # FD1164-CC1009-SC548005 Amount \$3,500
- 4.) Account # FD1164-CC1009-SC548005 Amount \$3,000

Advanced Payment Sole Source (Yes\No): (Yes\No):

<u>Planning Requirements:</u> Public Hearing Required (Yes\No):

Hearing Type:

Initiated By:

Not applicable.

ATTACHMENTS:

Description

- FY 21-22 Event Marketing Grant Allocation
- Bella Notte FY 21-22 Application
- Rock the Box 2 FY 21-22 Application
- Girls Lacrosse Showcase FY 21-22 Sports Grant Application

REVIEWERS:

Department Reviewer Action Date Comments

Tourism and Goodermote, 5/11/2022 - 4:32 PM Item Pushed to Agenda Film Approved

Development Angela

Clay County TDC Grant Allocation Worksheet Summary:

Special Events	Pts Score	Allocation %	Allocation Model Funding	Requested	Recommended Funding	Final Allocation
Whistling Death (10/2/2021)	135.0	0.091	\$7,520.13	\$744.00	\$744.00	\$744.00
Soul Food Festival (10/2/2021)	125.0	0.084	\$6,963.09	\$3,500.00	\$3,500.00	\$3,500.00
Christmas on Walnut Street (12/4/2021)	140.0	0.094	\$7,798.66	\$3,000.00	\$3,000.00	\$3,000.00
Black Creek Paddle Festival (12/10-12/2021)	120.0	0.081	\$6,684.56	\$3,500.00	\$3,500.00	\$3,500.00
Hellcat 10k, 30k, 50k (1/22/2022)	135.0	0.091	\$7,520.13	\$2,184.00	\$2,184.00	\$2,184.00
MVPA (3/25-27/2022)	225.0	0.151	\$12 <i>,</i> 533.56	\$3,500.00	\$3,500.00	\$3,500.00
Kids Fest (4/23-24/2022)	210.0	0.141	\$11,697.99	\$3,500.00	\$3,500.00	\$3,500.00
Armed Forces Day (5/26/2022)	135.0	0.091	\$7,520.13	\$744.00	\$744.00	\$744.00
River Fest (5/30/2022)	180.0	0.121	\$10,026.85	\$3,000.00	\$3,000.00	\$3,000.00
Our Country Day (7/2-4/2022)	85.0	0.057	\$4,734.90	\$3,500.00	\$3,500.00	\$3,500.00
Rock The Box 2 (8/13/2022)	195.0	0.131	\$10,862.42	\$3,000.00	\$3,000.00	
Bella Notte (9/15/2022)	100.0	0.067	\$5,570.47	\$3,500.00	\$3,500.00	
BASCA Cape'Abilities 5K (9/24/2022)	150.0	0.101	\$8,355.70	\$3,500.00	\$3,500.00	\$3,500.00
	Total	100.00%	\$83,000.00	\$27,172.00	\$27,172.00	\$27,172.00
Total Pts	1490.0		Funds Available:	\$83,000.00	Funds Remaining:	\$55,828.00

Signature Events	Pts Score	Allocation %	Allocation Model Funding	<u>Requested</u>	Recommended Funding	Final Allocation
Orange Park Fall Festival (10/16-17/2021)	210.0	0.202	\$23,221.15	\$17,000.00	\$17,000.00	\$17,000.00
Moosehaven Chili Cookoff (11/13/2021)	225.0	0.216	\$24,879.81	\$10,000.00	\$10,000.00	\$10,000.00
Scottish Highland Games & Festival (2/26/2022)	225.0	0.216	\$24,879.81	\$20,000.00	\$20,000.00	\$20,000.00
Clay County Agricultural Fair (3/31-	223.0	0.210	724,073.01	\$20,000.00	\$20,000.00	\$20,000.00
4/10/2022)	235.0	0.226	\$25,985.58	\$45,000.00	\$25,985.58	\$45,000.00

Moosehaven American Pride (7/4/2022)	145.0	0.139	\$16,033.65	\$10,000.00	\$10,000.00	\$10,000.00
	Total	100.00%	\$115,000.00	\$102,000.00	\$82,985.58	\$102,000.00
Total Pts	1040.0		Funds Available:	\$115,000.00	Funds Remaining:	\$13,000.00

From: webform@claycountygov.com

To: <u>Kimberly Morgan; Dawn Schull; Connor L. Mathews; Samantha Radomski</u>

Subject: 2021/22 TDC Grant Application

Date: Tuesday, April 19, 2022 5:04:18 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: 2021/22 Clay County TDC Grant Application

Date & Time: 04/19/2022 5:04 PM

Response #: 32 **Submitter ID:** 20792

IP address: 2600:1702:2d51:10f0:89d6:ae4d:ce8b:f68e

Time to complete: 26 min., 49 sec.

Survey Details

Page 1

Clay County Tourist Development Council Grant Application 2021/22

(October 1, 2021 through September 30, 2022)

Deadline for application is July 15, 2021.

1. General Organization Information

Event Name Bella Notte, a Night of Art Under the Stars

Address 5000 US Hwy 17S, Suite 18 #254

City Fleming Island

State Florida Postal Code 32003

Phone (190) 426-4512

Website https://artguildoiforangepark.org

Contact NamePhyllis A RenningerContact Email Addressprenninger@aol.comContact Phone(904) 264-5121Contact Cell Phone(904) 686-4913

2. Requesting Organization's Net Reported Assets in 2019

Upload Document AGOP Asset report.pdf

3. Event Information

Event Name Bella Notte, a Night of Art Under the Stars

Date(s) of Event September 15, 2022

Time(s) of Event 6 pm - 10 pm

Location of Event Azaleana Manor on the St Johns River

Website https://artguildoiforangepark/special events/.org

Projected Number of Event 300

Attendees

Local (Clay County) 200

Attendees

Out-of-Town Attendees 100 Projected Number of 10

Vendors

Projected Number of Hotel 10

Room Nights

TDC Event Marketing Grant Request

The Art Guild of Orange Park (AGOP) is requesting \$3,500 to market Bella Notte outside Clay County. The funds will be used for Print Media, Promotions, Public Relations, and Collateral Marketing (See Marketing Plan).

What method was used to determine your projected numbers for this event?

In alliance with the Art Guild of Orange Park bylaws, AGOP activities and events are developed, managed, and implemented by committee -- lead by a board member and composed of several of the 103 guild members. The Bella Notte event was developed by the Fundraising Committee who developed the plan, conducted research (looked at Jacksonville Art Guild events, local charity/fundraising events, online resources, etc.), discussed ideas with local hosts and vendors, then calculated Bella Notte plans based on those facts. The Committee presented the plan to the AGOP Board of Directors, received unanimous approval, and then presented the budget and plan to the AGOP members for a vote, once again receiving unanimous support. The Bella Notte plan was then broken down to twenty (20) subcommittees to develop details, scheduling, and logistics. One subcommittee, Communications, covers public relations, website, signage, media efforts, etc. The committee chairs of the Fundraising Committee and the Communications sub-committee developed this proposal with the projected numbers and marketing needs.

4. Event History

Date of Past Event 05/25/2021

Location of Past Event Club Continental, Orange Park

Number of Attendees 100 Number of Vendors 3 Estimated Economic Impact \$3,940

How did you estimate the economic impact?

The Art Guild of Orange Park was established in 1973. In support of its mission, the guild conducts art and education events that include at least four major art exhibits, annually, in northeast Florida as well as art workshops in Clay County.

The event listed under "questions 4. Event History" is one of the art exhibits held annually at the Club Continental in Orange Park. The economic impact is \$3,940 based on ticket and art sales. Funds generated at this event support the Art Guild Scholarship fund – awarded to a graduating school senior planning to pursue a career in art.

Bella Notte, the event in this TDC application, is an inaugural event and the first time the guild is attempting to attract art lovers and art supporters from the entire region. AGOP plans to host the event annually, with new themes, to celebrate the arts and artists. The guild plans to grow this experience into a regional marker event. This event also supports the Town of Orange Park as well as the Clay County art and cultural goals to increase art opportunities for the area.

Hotel Room Nights

Generated by this Event

How many years has the 10

event existed?

What method was used to capture the number of attendees?

The number of attendees was based on ticket sales for the event. The hotel room nights were never tracked in prior events.

What method was used to capture the number of vendors?

Finance and budget information.

What method was used to capture the number of hotel room nights?

The number of hotel rooms was not tracked for the Club Continental event.

Of the number of 30 attendees, how many were day visitors (tourists/visitors from outside of Clay County, but not staying overnight in hotels)?

5. 2021/22 Event Information

Share 3 Event Objectives (Please see example in the Grant Guidelines. Objectives must be SMART-Specific, Measurable, Achievable, Realistic/Relevant, Time-bound)

- 1. In support of the Town of Orange Park 20-year Visioning Plan, the Art Guild of Orange Park will create an inaugural culture and art event to generate 300 attendees, sponsorships, and vendor engagement, through both digital and standard print marketing campaign that will run 2 months before the event and target northeast Florida.
- 2. In support of the Art Guild of Orange Park mission to promote visual fine arts and culture in Clay County, Northeast Florida, neighboring communities, and surrounding areas, AGOP will host a four-hour event on the banks of the St. Johns River in Orange Park, that will grow each year to increase the number of attendees, out-of-town guests, and hotel rooms, through both digital and standard print marketing campaign, that will run 2-3 months before the event and that will result in enhanced public awareness and appreciation of the importance of the Arts.

Not acceptable: To create goodwill within our community. OR To boost local awareness of our organization.

Acceptable: Create an event experience that will generate 100 room nights, a 30% increase over last year, by using a digital marketing campaign that will run 1 month prior to our event and will target southeast Georgia, Orlando and Tampa.

6. 2021/22 Event Funding

Event Budget (bothBella Notte Event Summary Budget.pdf

revenue and expenditures-See example in Grant

Guidelines.)

Sponsorship Bella Notte Sponsor Letter .pdf

Plan/Commitments

What alternative source of funding will you seek if your request is not eligible for funding?

The Fundraising and Communication committees have set aside \$2,500 for signage and public relations. If this grant application is approved by TDC, we will increase that budget line by \$3,500 to launch both the

digital and standard print marketing campaign that will run 2 months before the event and target northeast Florida, outside Clay County. If we are not approved, we will only be able to do our initial signage and public relations effort within the county.

7. 2021/22 Event Marketing Plan

See example in Grant
Guidelines. Include
size/length of
advertisement, distribution
channel(s) used, when
advertisement will appear,
targeted audiences, etc.

Visitor Survey

8. Emergency Plan (Optional)

Upload Emergency Plan (traffic and parking plans, inclement weather plan, security plan, evacuation plans, etc.) Bella Notte Emergency Plan.pdf

Thank you,

Clay County, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: webform@claycountygov.com

To: <u>Kimberly Morgan; Dawn Schull; Connor L. Mathews; Samantha Radomski</u>

 Subject:
 2021/22 TDC Grant Application

 Date:
 Monday, April 25, 2022 1:59:09 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: 2021/22 Clay County TDC Grant Application

Date & Time: 04/25/2022 1:58 PM

Response #: 33
Submitter ID: 20793

IP address: 65.153.221.114 **Time to complete:** 21 min. , 37 sec.

Survey Details

Page 1

Clay County Tourist Development Council Grant Application 2021/22

(October 1, 2021 through September 30, 2022)

Deadline for application is July 15, 2021.

1. General Organization Information

Name of Organization St Michael's Soldiers Inc

Event Name Rock the Box 2

Address 1382 Coopers Hawk Way

CityMiddleburgStateFloridaPostal Code32068

Phone (904) 307-9080

Website <u>www.stmichaelssoldiers.org</u>

Contact Name JIM SIGNORILE

Contact Email Address jim.signorile@fieldsauto.com

Contact Phone (904) 307-9080 **Contact Cell Phone** (904) 307-9080

2. Requesting Organization's Net Reported Assets in 2019

 Upload Document
 Statement of Financial Position.pdf

3. Event Information

Event Name Rock the Bock 2

Date(s) of Event 08/13/2022
Time(s) of Event 7pm to 11pm

Location of Event Thrasher Horne Center

Website thcenter.org

Projected Number of Event 1750

Attendees

Local (Clay County) 1000

Attendees

Out-of-Town Attendees 750 Projected Number of 1

Vendors

Projected Number of Hotel 100

Room Nights

TDC Event Marketing Grant Request

Respectfully request 3000 dollars in marketing assistance for Rock the Box 2, annual concert honoring our troops, first responders, teachers, medical frontline, and lineman. These that qualify will receive 2 tickets, this concert was advertised all the way to Savannah and south to Tampa, Orlando. The lineup is headlined by 2022 CMA nominee LOCASH and featuring Brett Myers and the Cumberland band.

What method was used to determine your projected numbers for this event?

Based on previous events held at the venue over the last six years of our Help Somebody Series, amount of attendees as well as social media activity from out of town folks.

4. Event History

Date of Past Event 11/12/2016

Location of Past Event Thrasher Horne Center

Number of Attendees1700Number of Vendors1Estimated Economic Impact150000

How did you estimate the economic impact?

This was based on a net proceed amount given to several local charities of \$70000. The Economic impact to the area as estimated based on attendees and Social Media Activities, Concession, and Merchandise numbers from the show.

Hotel Room Nights 100

Generated by this Event
How many years has the 6

event existed?

What method was used to capture the number of attendees?

Thrasher Horne tickets sold as well as corporate partner seats

What method was used to capture the number of vendors?

No vendors

What method was used to capture the number of hotel room nights?

Based on attendees, bands from outside the PMA and fans travelling in for the this special night.

Of the number of 500

attendees, how many were

day visitors

(tourists/visitors from outside of Clay County, but

not staying overnight in

hotels)?

5. 2021/22 Event Information

Share 3 Event Objectives (Please see example in the Grant Guidelines. Objectives must be SMART-Specific, Measurable, Achievable, Realistic/Relevant, Time-bound)

Create an event that brings our troops and first responders from all over the Southeast in a night of brotherhood and great live Country Music, causing an influx of hotel rooms and additional local business uptick for the weekend. A comprehensive targeted digital spend along with TV and radio 6 weeks to a month in advance of the show targeting North to Savannah as well as South through Daytona, Orlando, and Tampa.

Not acceptable: To create goodwill within our community. OR To boost local awareness of our organization.

Acceptable: Create an event experience that will generate 100 room nights, a 30% increase over last year, by using a digital marketing campaign that will run 1 month prior to our event and will target southeast Georgia, Orlando and Tampa.

6. 2021/22 Event Funding

Event Budget (bothBudget Rock the Box 2.pdf

revenue and expenditures-See example in Grant

Guidelines.)

Sponsorship Budget Rock the Box 2.pdf

Plan/Commitments

What alternative source of funding will you seek if your request is not eligible for funding?

St Michaels Soldiers will secure several corporate partners to make this show a huge success like the others we have held in the past.

7. 2021/22 Event Marketing Plan

See example in Grant
Guidelines. Include
size/length of
advertisement, distribution
channel(s) used, when
advertisement will appear,
targeted audiences, etc.

Visitor Survey

8. Emergency Plan (Optional)

Upload Emergency Plan (traffic and parking plans, inclement weather plan, security plan, evacuation plans, etc.)

Thank you,

Clay County, FL

This is an automated message generated by Granicus. Please do not reply directly to this email.

From: webform@claycountygov.com

To: <u>Kimberly Morgan; Dawn Schull; Connor L. Mathews; Samantha Radomski</u>

Subject: 2021/22 TDC Grant Application

Date: Thursday, March 17, 2022 1:07:49 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: 2021/22 Clay County TDC Grant Application

Date & Time: 03/17/2022 12:57 PM

Response #: 30
Submitter ID: 20788

IP address: 2603:3010:100:5e00:b50a:a68a:c356:e210

Time to complete: 58 min., 18 sec.

Survey Details

Page 1

Clay County Tourist Development Council Grant Application 2021/22

(October 1, 2021 through September 30, 2022)

Deadline for application is July 15, 2021.

1. General Organization Information

Name of OrganizationAirstream VenturesEvent NameGirl's Lacrosse ShowcaseAddress321 Old Hard RoadCityFleming Island

State Florida Postal Code 32003

Phone (904) 568-0495

Website airstreamventures.com

Contact Name Kenedy Grayson

Contact Email Address kenedy@airstreamventures.com

Contact Phone (904) 568-0495 **Contact Cell Phone** (904) 568-0495

2. Requesting Organization's Net Reported Assets in 2019

Upload Document

3. Event Information

Event Name Girl's Lacrosse Showcase

Date(s) of Event May 28th and 29th

Time(s) of Event 8AM-8PM

Location of Event Plantation Sports Complex

Website claycountygov.com

Projected Number of Event 1500

Attendees

Local (Clay County) 100

Attendees

Out-of-Town Attendees 1200 Projected Number of 0

Vendors

Projected Number of Hotel 1000

Room Nights

TDC Event Marketing Grant Request

With Lacrosse being one of the fastest growing sports, we have brought one of the nation's largest college showcase tournament to Clay County. There will not only be players from all over the southeast participating, but over 100 college coaches from around the country will be attending the event and staying in Clay County.

What method was used to determine your projected numbers for this event?

Based on the number of attendees and participants that have signed up through the software portal.

4. Event History

Date of Past Event 05/28/2022

Location of Past Event0Number of Attendees0Number of Vendors0Estimated Economic Impact0

How did you estimate the economic impact?

N/A

Hotel Room Nights 0
Generated by this Event
How many years has the 0

event existed?

What method was used to capture the number of attendees?

N/A

What method was used to capture the number of vendors?

N/A

What method was used to capture the number of hotel room nights?

N/A

Of the number of 0 attendees, how many were day visitors

(tourists/visitors from outside of Clay County, but not staying overnight in

hotels)?

5. 2021/22 Event Information

Share 3 Event Objectives (Please see example in the Grant Guidelines. Objectives must be SMART-

Specific, Measurable, Achievable, Realistic/Relevant, Time-bound)

Specific: Driving people to Clay County throughout the weekend for a new sporting event that also fills hotel rooms in the area and leaves an economic impact on the destination. Through the marketing components we aim to show Clay County as a Lacrosse destination.

Measurable: Hotel room nights as well as economic impact numbers we will utilize the hotel room certification form as well as the post event survey.

Achievable: Tom West has been connected to the Lacrosse community for years and runs tournaments across the country. With support from the local government and local TDC we can grow this event into a yearly staple within the Clay County community.

Relevant: This event will help support Clay Counties vision as a destination and encourage more events to come to the area.

Time-Bound: We will begin now until the end of the tournament. Which will be plenty of time to achieve our goals.

Not acceptable: To create goodwill within our community. OR To boost local awareness of our organization.

Acceptable: Create an event experience that will generate 100 room nights, a 30% increase over last year, by using a digital marketing campaign that will run 1 month prior to our event and will target southeast Georgia, Orlando and Tampa.

6. 2021/22 Event Funding

Event Budget (both LAX Clay County Budget- May 28-29.xlsx

revenue and expenditures-See example in Grant

Guidelines.)

Sponsorship <u>LAX-Sponsorship Plan.docx</u>

Plan/Commitments

What alternative source of funding will you seek if your request is not eligible for funding?

Event is funded by entry fees and TDC funding. If funding is not given, we will have to look at gaining possible sponsors or potentially having to change the location of the event.

7. 2021/22 Event Marketing Plan

See example in Grant <u>LAX-BusinessMarketing Plan.docx</u>

Guidelines. Include size/length of advertisement, distribution channel(s) used, when advertisement will appear, targeted audiences, etc.

Visitor Survey

8. Emergency Plan (Optional)

Upload Emergency Plan (traffic and parking plans, inclement weather plan, security plan, evacuation plans, etc.)

Thank you,

Clay County, FL

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Agenda Item Clay County Board of County Commissioners

Clay County Administration Building Tuesday, May 17 1:00 PM

TO: Finance & Audit Committee DATE: 5/11/2022

FROM: Reginald Kantor, Budget

Manager

SUBJECT: Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund (Non Capital Improvement Element CC1232) in the amount of \$81,265 to align budgets with bids for the Kingsley Lake and Thunderbolt Elementary to Calming Waters Sidewalk Projects. The CR218 Beyond Taylor Road Sidewalk Project will be deferred to FY22/23. Funding Source: Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

<u>(Yes\No\N/A):</u>

No

Budget Transactions

Baagot Hanoaottono		
Account Name	Account #	<u>Amount</u>
Capital Improvement Plan (CIP) Projects Fund		
Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Kingsley Lake / Infrastructure Expense	FD3003- CC1232- PRJ100360- SC563000	\$61,550
Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Thunderbolt Elementary to Calming Waters Drive / Infrastructure Expense	FD3003- CC1232- PRJ100361- SC563000	\$19,715
Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road / Infrastructure Expense	FD3003- CC1232- PRJ100359-	(\$81,265)

Sole Source (Yes\No):

Advanced Payment

No

No

(Yes\No):

ATTACHMENTS:

Description

Adjustment Worksheet for 5-17-22 F&A

REVIEWERS:

Department Reviewer Action Date Comments

Budget Office Goodermote, Angela 5/11/2022 - 2:47 PM AnswerNotes Approved

Wanamaker, Howard County Manager Approved 5/11/2022 - 2:49 PM AnswerNotes

Budget Adjustments for May 17 F&A

Agenda Item Notes	Account	Name	Additional Amount	Reduce Amount	Notes
Grants Under \$50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010080-RC331700	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Federal Grants - Culture and Recreation	-10,000		American Rescue Plan: Humanities for Libraries Grant
Grants Under \$50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010080-SC548000	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Promotional Activities	1,500		Humanities public programming at the Libraries
Grants Under \$50,000 (Res 1)	FD1000-CC1233-PRJ100389-GR010082-SC531400	General Fund / All Grants Organization / Humanities Grants for Libraries - ARPA / Humanities Grants for Libraries - ARPA / Operating Supplies	<u>8,500</u>		Humanities public programming at the Libraries
		Fund Total	0	0	
Grants Under \$50,000 (Res 2)	FD3003-CC1233-PRJ100395-GR010018-RC331493	Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / FDOT Safety - LAP Grants	-35,000		FDOT - LAP Agreement 2019/2020-193
Grants Under \$50,000 (Res 2)	FD3003-CC1233-PRJ100395-GR010018-SC563000	Capital Improvement Plan (CIP) Projects Fund / All Grants Organization / FDOT Local Agency Program Agreement #G1R36 / FDOT Local Agency Program Agreement #G1R36 / Infrastructure Expense	35,000		Safety Grant to the County for the design of safety imprv on CR220 from west of Lakeshore Drive W to east of Old Hard Road
		Fund Total	0	0	
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100360-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Kingsley Lake / Infrastructure Expense	61,550		Sidewalks at Kingsley Lake bids above current budget
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100361-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - Thunderbolt Elementary to Calming Waters Drive / Infrastructure Expense	19,715		Sidewalks at Thunderbolt Elementary to Calming Waters Drive (Town Center Blvd) bids above current budget
Budget Adj w/in Non Cap Imprv Element	FD3003-CC1232-PRJ100359-SC563000	Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road / Infrastructure Expense		81,265	Sidewalks at CR218 Beyond Taylor Road deferred to FY22/23
		Fund Total	81,265	81,265	

KEY

Fund (FD)

Cost Center (CC)

Program (PG)

Project (PRJ)

Grant (GR)

Spend (or Revenue) Category (SC or RC)



FINANCE AND AUDIT COMMITTEE MEETING MINUTES

May 17, 2022 Administration Building, 4th Floor, BCC Meeting Room, 477 Houston Street, Green Cove Springs, FL 32043 1:00 PM

PUBLIC COMMENTS

Chairman James Renninger called the meeting to order at 1:02 pm.

Chairman James Renninger opened the floor for the public comment at 1:03 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 1:03 pm.

BUSINESS

- 1. Award of Bid No. 21/22-36, Right-Of-Way Mowing (North) (RE-BID) and Accompanying Agreement (T.Gardner)
 - 1) Approval to post notice of intent and award Bid No. 21/22-36, Right-of-Way Mowing (North) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.
 - 2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

2. Award of Bid No. 21/22-37, Right-Of-Way Mowing (South) (RE-BID) and Approval of Accompanying Agreement (T.Gardner)

- 1) Approval to post notice of intent and award Bid No. 21/22-37, Right-of-Way Mowing (South) RE-BID to Greenway Lawn & Landscape, LLC. at the unit prices listed in the bid proposal for litter removal, edging, mowing and trimming. Approval will be effective after the 72 hour period of protest has expired.
- 2) Additional approval of the accompanying Agreement with Greenway Lawn & Landscape, LLC for the term of 24 months, at the unit prices listed in Attachment C.

Funding Source: Transportation Trust Fund - Public Works - Repairs and Maintenance

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

3. Rejection of bid submittals for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project (K. Smith)

Approval to reject the two bids received for Bid No. 20/21-45, CR 220 At Town Center Blvd. Intersection Improvement Project due to budget concerns. Both bids received are over budget. This project is funded by a Local Agency Program Agreement with FDOT. The project will be rebid allowing for additional time to secure construction materials and complete the project.

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

4. First Renewal to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (K.Smith/J.Pierce)

Approval of first renewal of RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds for one year. This is an annual RFP for purchase and installation of playground equipment, repair parts and ballfield lighting as needed at parks county wide. The RFP is awarded to multiple Distributors and provides a percentage discount off MSRP pricing as well as an installation discount.

After discussion, Chairman James Renninger recommended the Board

place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.

5. Memorandum of Understanding with Jacksonville Transportation Authority Re: Transit Study (T.Nagle)

Approval of Memorandum of Understanding with Jacksonville Transportation Authority (JTA) agreeing to enter into a cooperative relationship to conduct a Clay County Transit Study to better understand the needs of commuters in the study area. The County will reimburse JTA once the Study is completed. The County and JTA agree to split the cost of the Study equally 50/50. In no event shall the County's nor JTA's portion of the cost exceed \$100,000. JTA is responsible for properly procuring the contractor to perform the study. The study shall be completed by January 2023. Funding Source: Capital Improvement Plan (CIP) Projects Fund - Non Capital Improvement Element - Transit Study - Infrastructure

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

- 6. Budget Resolutions for Grant Awards (M. Mosley)
 Approval of the following two (2) budget resolutions for grant awards under \$50,000:
 - Humanities Grant for Libraries-ARPA: \$10,000 awarded by the American Libraries Association (National Endowment for the Humanities) to support humanities public programming. Funding Source: General Fund Grant Revenue / Federal Grants - Culture and Recreation
 - 2. FDOT Local Agency Program Agreement #G1R36: \$35,000 awarded by the Florida Department of Transportation Local Agency Program to be used for the design of safety improvements on County Road 220 from west of Lakeshore Drive W to east of Old Hard Road. Funding Source: Capital Improvement Plan (CIP) Projects Fund Grant Revenue / FDOT Safety LAP Grants

After discussion, Chairman James Renninger recommended the Board place this agenda item on its May 24, 2022, consent agenda. Vice-Chairman Kristen Burke seconded the recommendation, which carried 2-0.

- 7. TDC Event Grant Requests (K. Morgan)
 Approval of the Tourist Development Council's (TDC) recommendations of the following grants:
 - 1.) May 28-29, 2022 Girls Lacrosse Showcase Sports Grant (600 athletes, coaches, families and collegiate scouts) Recommended Grant Award will be \$12,000 with the contingency that if the County can purchase required lacrosse equipment, there will be no need for an equipment rental expense. Tournament must also be a Stay-to-Play tournament with no other rebates.
 - 2.) August 20-21, 2022 Girls Lacrosse Showcase Sports Grant (Originally scheduled for May 20-21 but moved to August 20-21 70 teams with approximately 18 players per team, coaches, families and collegiate scouts) Recommended Grant Award will be \$10,000 with the contingency that if the County can purchase additional required lacrosse equipment within a budget of \$15,000. Tournament must also be a Stayto-Play tournament with no rebates.
 - 3.) Bella Notte, A Night of Art Under the Stars Special Event Marketing Grant (September 15) Recommended Grant Award of \$3,500 reimbursable marketing grant.
 - 4.) Rock the Box 2 Special Event Marketing Grant (August 13) Recommended Grant Award of \$3,000 reimbursable marketing grant.

Funding Source: Tourist Development Fund / Tourism / Reimbursement Grants

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

8. FY21/22 Budget Adjustments Within Non Capital Improvement Element (R.Kantor)

Approval of budget adjustment within the Capital Improvement Plan (CIP) Projects Fund (Non Capital Improvement Element CC1232) in the amount of \$81,265 to align budgets with bids for the Kingsley Lake and Thunderbolt Elementary to Calming Waters Sidewalk Projects. The

CR218 Beyond Taylor Road Sidewalk Project will be deferred to FY22/23. Funding Source: Capital Improvement Plan (CIP) Projects Fund / Non Capital Improvement Element / Sidewalk - CR218 Beyond Taylor Road

After discussion, Vice-Chairman Kristen Burke recommended the Board place this agenda item on its May 24, 2022, consent agenda. Chairman James Renninger seconded the recommendation, which carried 2-0.

COUNTY MANAGER

Howard Wanamaker, County Manager, said he had no discussion items pending questions from the Committee.

Hearing no other business, Chairman James Renninger adjourned the meeting at 1:22 pm.

Attest:		
Committee Chairman	Recording Deputy Clerk	

VILLAGE OF NORTH PALM BEACH PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Chad Girard, P.E., Acting Public Works Director

DATE: October 13, 2022

SUBJECT: **RESOLUTION** – Approval of a Third Amendment to the Cross Parking Agreement with

First Unitarian Church to extend the term and increase the compensation.

Through the adoption of Resolution No. 2016-41 on July 28, 2016, the Village Council approving a new Cross Parking Agreement with First Unitarian Church, replacing a prior agreement executed in 2005 and amended in 2011. Through the adoption of Resolution No. 2019-63 on July 11, 2019, the Village Council approved an Amendment to the Agreement and through the adoption of Resolution 2021-45, the Village Council approved a Second Amendment extending the term through September 30, 2022. The Agreement authorizes the Village to utilize up to thirty (30) parking spaces in the Church's parking lot Monday through Friday for a fee, and authorizes the Church to utilize parking spaces in front of the Village's Public Works facility on Saturdays and Sundays free of charge. The Public Works facility has limited parking for staff members, and the Church's parking lot, located just south of the Public Works facility, provides parking for most Public Works employees.

The Agreement expired on September 30, 2022, and the attached Third Amendment extends the term of the Agreement through September 30, 2023, and provides for an automatic renewal through September 30, 2024, unless the terminated by the Village with 60 days' notice. The Church has requested that the compensation for the spaces be increased to \$537.50 per month, or \$6,450 per year (from \$475.00 per month or \$5,700 per year). Upon execution of the Third Amendment, the Village will be required to pay the sum of \$1,612.50 for the remainder of the calendar year (October 1st through December 31st). On January 1, 2023 the Village shall pay the remainder in the amount of \$4,837.50. The same payment schedule would apply to Fiscal Year 2024. Either party may terminate the Agreement by providing one hundred and twenty (120) days' written notice to the other party. In the event of termination, any compensation paid by the Village to the Church shall be prorated and refunded accordingly.

The attached Resolution and Amendment have been prepared/reviewed for legal sufficiency by the Village Attorney.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Public Works Administration	A6018-33491	Contractual Services	\$ 6,450.00

Recommendation:

Village Staff recommends approval Council consideration and approval of the attached Resolution approving a Third Amendment to the Cross Parking Agreement with the First Unitarian Church to extend the term and provide for an annual payment of \$6,450, with funds expended from Account No. 6018-33491 (Public Works – Contractual Services), and authorizing the Mayor and Village Clerk to execute the Third Amendment in accordance with Village policies and procedures.

RESOLUTION 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A THIRD AMENDMENT TO THE CROSS PARKING AGREEMENT WITH THE FIRST UNITARIAN CHURCH TO EXTEND THE TERM AND MODIFY THE PAYMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution 2016-41 on July 28, 2016, the Village Council approved a new Cross Parking Agreement ("Agreement") with The First Unitarian Universalist Congregation of the Palm Beaches a/k/a First Unitarian Church ("Church") authorizing the Village to utilize up to thirty parking spaces in the Church's parking lot Monday through Friday for a monthly fee and authorizing the Church to utilize parking spaces in front of the Village's Public Works facility on Saturdays and Sundays free of charge; and

WHEREAS, through the adoption of Resolution 2019-63 on July 11, 2019, the Village Council approved an Amendment to the Agreement to extend the term through September 30, 2021; and

WHEREAS, through the adoption of Resolution 2021-45 on May 27, 2021, the Village Council approved a Second Amendment to the Agreement to extend the term through September 30, 2022; and

WHEREAS, the parties wish to again amend the Agreement to extend the term through September 30, 2023, with the option of an additional one-year through September 30, 204 and modify the payment through the extended term; and

WHEREAS, the Village Council determines that the execution of a Third Amendment to the Cross Parking Agreement is in the best interests of the residents and citizen of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Third Amendment to the Cross Parking Agreement with The First Unitarian Universalist Congregation of the Palm Beaches a/k/a First Unitarian Church, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Third Amendment on behalf of the Village. The annual payment shall be \$6,450.00, with funds expended from Account No. A6018-33491 (Public Works Administration – Contractual Services).

<u>Section 3.</u> All resolutions or parts of resolution in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS DAY OF	, 2022.
(Village Seal)	
	MAYOR
ATTEST:	
VILLAGE CLERK	

THIRD AMENDMENT TO CROSS PARKING AGREEMENT

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 2022, by and between the Village of North Palm Beach, Florida, a Florida municipal corporation ("Village") and The First Unitarian Universalist Congregation of the Palm Beaches a/k/a First Unitarian Church ("Church").

WITNESSETH:

WHEREAS, the Village and the Church are parties to a Cross Parking Agreement dated July 28, 2016, whereby the Church agrees to allow the Public Works Department to park vehicles on the Church's property from Monday through Friday for a monthly fee and the Village agrees to allow the Church to utilize the parking spaces in front of the Public Works Department on Saturday and Sunday free of charge; and

WHEREAS, through the execution of an Amendment to the Agreement on July 11, 2019, the parties extended the Agreement through September 30, 2021; and

WHEREAS, through the execution of a Second Amendment to the Agreement on May 27, 2021, the parties extended the Agreement through September 30, 2022; and

WHEREAS, the parties wish to again extend the term of the Agreement through September 30, 2023, with the option for one additional extension through September 30, 2024, and modify the compensation paid by the Village.

NOW, THEREFORE, in consideration of the mutual representations and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Section 2 of the Agreement is amended to extend the term of the Agreement through September 30, 2023 retroactive to October 1, 2022. The Agreement shall automatically renew for an additional one-year term through September 30, 2024, unless the Village gives written notice to the Church of its intent to terminate the Agreement on or before July 31, 2023.
- **2.** Section 4 of the Agreement is hereby amended to provide as follows:
 - A. For the additional term through September 30, 2023, the Village shall pay to the Church the sum of \$537.50 per month or \$6,450.00 per year as follows:
 - (1) Upon execution of this Second Amendment, the Village shall pay to the Church the sum of \$1,612.50, representing the payment due through December 31, 2022.
 - (2) On January 1, 2023, the Village shall pay to the Church the sum of \$4,837.50 (January 1, 2023 through September 30, 2023).

- B. For the additional term through September 30, 2024 (in the event the Agreement is not terminated), the Village shall pay the Church the sum of \$537.50 per month or \$6,450.00 per year as follows:
 - (1) On October 1, 2023, the Village shall pay to the Church the sum of \$1,612.50, representing payment through December 31, 2023.
 - (2) On January 1, 2024, the Village shall pay to the Church the sum of \$4,837.50 (January 1, 2024 through September 30, 2024).
- **3.** All remaining provisions of the Cross Parking Agreement, as amended, shall remain in full force and effect to the extent not expressly modified.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Cross Parking Agreement on the date first written above.

	VILLAGE OF NORTH PALM BEACH
(VILLAGE SEAL)	By: Deborah Searcy, Mayor
ATTEST:	
By:	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	
By: Leonard G. Rubin, Village Attorney	
	FIRST UNITARIAN UNIVERSALIST CONGREGATION OF THE PALM BEACHES A/K/A FIRST UNITARIAN CHURCH
Witnesses:	
Print Name:	By: Name: Title:
Print Name:	

VILLAGE OF NORTH PALM BEACH GOLF ADVISORY BOARD Minutes of August 15, 2022

I. <u>CALL TO ORDER</u>

A. The meeting was called to order by Chairman Steve Mathison at 6:00 p.m.

II. ROLL CALL

A	Board:	Present	Absent
	Stephen Mathison – Chairman		X
	Rich Pizzolato – Vice Chairman	X	
	Curtis Witters – Secretary	X	
	Jeff Egizio – Member	X	
	Landon Wells – Member	X	
	Orlando Puyol – Member	X	
	Sandra Felis – Member	X	
В.	Staff Members:		
	Allan Bowman, Director of Golf	X	
	Beth Davis, General Manager	X	
	Lenore Dingle, Membership Coordinator	X	
C.	Council Members:		
	Darryl Aubrey		
	Susan Bickel		
	Mark Mullinix		
	David Norris	X	
	Deborah Searcy		

D. Public Present:

III. APPROVAL OF MEETING MINUTES

A. Minutes of the June, 2022 GAB Meeting have not been prepared.

IV. ADMINISTRATIVE REPORTS

Golf Report. Allan Bowman, Director of Golf, delivered his report.

A proposed fiscal year 2023 budget has been presented to the Village Council.

Personnel costs are increased in the budget by 23%, \$194,000 (includes 8% increase for full-time employees as approved by Village Council, an additional full time person in the golf shop and some increases for part-time staff). Operating costs are increased by 17%, \$415,350. We have added R&R (Repair and replace) as a line item in our budget, in the amount of \$450,000.

We will have an increase in membership cost.

Individuals - \$100.

Family - \$200.

Nonresidents will also have an increased surcharge of \$35 (\$ 1350)

41% of our members are nonresidents of the Village.

We have 204 members presently.

Our target number per the Village Council is 190.

Fee for golf carts and walking increased (18 holes = \$130 / \$17).

Lockers, pull carts and bag storage increased by 7%

We are making some changes to our overall public rate structure, with minor changes to the effective dates for the various seasons, and to the times of day when the greens fee changes.

After discussion, a motion was made to approve the budget as proposed by staff.

The Board voted 6-0 to approve the recommended budget.

V. DISCUSSION TOPICS

Rich Pizzolato opened a discussion by suggesting that there was no financial need to raise the cost of memberships for residents. The revenue of the Club is sufficient to cover the proposed budget without increased costs to our residents, many of whom are retired. The Club in fact has operated with a surplus of revenue over expenses. Rich also suggested that we need to review our membership policies, perhaps creating different categories. A question was raised as to whether a resident member who moves out of the Village should forfeit their membership or be converted to a nonresident membership.

Discussion was had on the points raised by Mr. Pizzolato.

Golf Course Projects. Allan said the following projects are upcoming.

Week of August 22nd:

Root Pruning

Aeration

Trees Hole # 16.

The pipe from the pump house to US 1 is to be installed during the week of October 22nd. This will allow more water to be available for the golf course.

We will install new mats on the driving range in September and add artificial turf to the area behind the tees.

We will install curbing around the starter booth on the 1st tee – end of October

A retaining wall is being added to the right side of the tee complex on the 5th hole.

We will be reinforcing some additional pond bank areas on the course.

Allan suggested that our long range plans should include improvement of the turf on the driving range.

Lastly, Allan said that changes to the handicapping of the holes on the course is under consideration.

VI. <u>ADJOURNMENT</u>

The meeting was adjourned at 7:05 p.m.

The next meeting will be September 19, 2022.

Minutes by Curtis L. Witters, Secretary.

VILLAGE OF NORTH PALM BEACH HUMAN RESOURCES

TO: Honorable Mayor and Council

THRU: Charles D. Huff, Interim Village Manager

FROM: Renee Govig, Director of Human Resources

DATE: October 13, 2022

SUBJECT: RESOLUTION – FPE Collective Bargaining Agreement

The Village has reached a tentative agreement with the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, AFL-CIO ("FPE") for a Collective Bargaining Agreement ("CBA") effective upon ratification by both parties.

The previous CBA between the Village and FPE was approved by the Village Council through the adoption of Resolution No. 202-18 on February 13, 2020 and expired on September 30, 2022. The proposed CBA will be effective upon ratification by both parties and continue through September 30, 2025.

Important negotiated changes to the CBA are listed below:

Article 5 – Vehicles, Equipment, Safety, Health and Cooperation

Section 2: Added language regarding consequences for failing to report an accident immediately.

Article 7 – Disciplinary Appeals

Section 8: Added language to limit weight of older verbal and written warnings.

Article 12 - Paid Vacation

Section 2: Clarified the manner in which vacations are selected annually.

Section 4: Added language providing for minimum notice when requesting additional vacation leave.

Article 15 – Seniority and Layoff

Section 2: Eliminated job abandonment.

Article 17 - Sick Leave

Section 3: Added 30-minute notice for call out and clarified language regarding return to work following 3 or more days absent.

Article 19 - Drug and Alcohol Testing

Section 1: Clarified control of conflict between CBA and policy. Added Drug-Free Workplace for DOT-Covered CDL Drivers policy reference.

Section 6: Updated the list of positions subject to random testing.

Section 11: Added Drug-Free Workplace for DOT-Covered CDL Drivers policy requirement.

Article 20 - Holidays

Section 1: Added Juneteenth

Section 2: Corrected number of Holiday pay hours with addition of Juneteenth.

Section 3: Added language to define acceptable sick leave absences surrounding a holiday.

Article 21 – Bereavement Leave

Section 1: Defined number of leaves covered and paid under policy for each 12-month, rolling period.

Article 22 - Hours of Work and Overtime

Section 3: Clarified how employee is paid when working a partial day.

Section 4: Added specific language regarding pay during declared emergencies.

Section 5: Clarified task work.

Article 27 – Excused and Unexcused Absence (NEW ARTICLE)

Section 1: Defined "excused absence."

Section 2: Defined "unexcused absence."

Section 3: Defined progressive discipline for unexcused absences during a 12-month rolling period.

Article 31 – Work Assignments

Section 3: Clarified 5% pay temporarily at higher grade applicable to full and overtime days only. No partial days.

Article 32 – Off-Duty Employment

Section 1: Added requirement to certify off-duty employment.

Article 34 – Education, Training and Promotional Opportunity

Section 5: Added additional pay to certified heavy equipment trainer when providing training.

Article 35 - Wages

Year One:

- On October 1, 2022, the Village implemented its new pay ranges (shifting minimums and maximums upward by eight percent (8%)) for bargaining unit positions. No wage adjustments (increases or reductions) resulted from this implementation.
- Effective the first pay period after ratification of this Agreement, all employees earning under the new minimum hourly rate of pay for their position will be brought to the minimum pay for their position in the new pay range.
- Effective the first pay period after ratification of this Agreement, all employees will receive an eight percent (8%) base wage increase, not to exceed the new maximum for their position.
- On April 1, 2023, bargaining unit employees who receive a Satisfactory level evaluation score on their performance evaluation will receive a two percent (2%) increase to base wages, an employee who receives an Above Average level evaluation score on their performance evaluation will receive a three percent (3%) increase to base wages, and an employee who receives an Exceptional level evaluation score on their performance evaluation will receive a four percent (4%) increase to base wages.
- No employee shall receive a base wage increase over the maximum pay rate (top-out) established in the Village pay plan. Increases over pay range maximum (topped-out employees) shall be paid as lump sum payments of \$1,500. for Satisfactory through Above Average level evaluation and \$1,800.00 for evaluation scores of Exceptional.
- Special "added pay" provision for Solid Waste Positions;
 - o Solid Waste Collectors will be brought to a minimum of \$19.00 per hour

- o Solid Waste Drivers will be brought to a minimum of \$21.00 per hour.
- Employees who operate "Clam-Shell" or "Front-Loader" equipment will be paid 5% of their base pay for actual hours worked while operating those pieces of equipment.

Year Two (10/1/2023-9/30/2024): On October 1, 2023, employees will receive a 5% base wage increase and for the first full pay period in April 2024, a 1%, 2% or 3% merit increase based on their performance evaluation.

Year Three (10/1/2024-9/30/2025): On October 1, 2024, employees will receive a 4% base wage increase plus and for the first pay period in April 2025, a 1%, 2% or 3% merit increase based on their performance evaluation.

Article 36 - Miscellaneous

Section 5: Increased the shoe allowance to \$200 and expanded the eligible positions. **Section 6:** Added new Streets Foreman position to bargaining unit. Union to initiate Unit Clarification within 180 days.

Article 37 – Call-back/Emergency Compensation

Section 1: Expanded the list of eligible positions. Added standby pay of \$20 for weekdays and \$25 for weekends.

Article 38 – Certification Incentive

Clarified the benefit.

Article 29, Terms of Agreement

The CBA will run from the date of ratification through September 30, 2025. Negotiations to begin on or about June 30, 2025 for next Agreement.

The negotiated CBA attached for Council consideration and approval represents the best efforts of both Village Staff and the Union to reach an agreement that is mutually beneficial to both parties. It is vital to the continuity and efficiency of any organization to have strong bonds in place between management and staff to promote the well-being, prosperity, and efficiency of the organization and its members, both individually and collectively. It is Staff's opinion that the attached CBA with FPE represents just such a commitment on both parts and, as such, will offer the appropriate framework for employees and management to guide them in the conduct of their business. The 2022-23 fiscal year cost impact of these changes is estimated to be \$250,000.00.

The attached Resolution has been prepared/reviewed by your Village Attorney for legal sufficiency.

Recommendation: Village Staff requests Council consideration and approval of the attached Resolution approving and ratifying the 2022-2025 Collective Bargaining Agreement between the Village and the FPE and authorizing the Mayor and Village Clerk to execute the Agreement in accordance with Village policies and procedures.

RESOLUTION 2022-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE AND THE FEDERATION OF PUBLIC EMPLOYEES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the prior Collective Bargaining Agreement between the Village and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, AFL-CIO ("FPE") expired on September 30, 2022; and

WHEREAS, the Village and the FPE have negotiated a new Collective Bargaining Agreement effective upon ratification, and Village Administration recommends Council approval of the new Collective Bargaining Agreement; and

WHEREAS, the Village Council determines that the approval of the new Collective Bargaining Agreement is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

<u>Section 1.</u> The foregoing recitals are ratified as true and correct and are incorporated herein.

<u>Section 2.</u> The Village Council hereby approves a new Collective Bargaining Agreement between the Village and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, AFL-CIO, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Collective Bargaining Agreement on behalf of the Village. The Agreement shall be effective upon ratification by both parties and shall expire on September 30, 2025.

<u>Section 3.</u> All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall t	take effect immediatel	y upon adoption.	
PASSED AND ADOPTED THIS	DAY OF	, 2022.	
(Village Seal)		MAYOR	_
ATTEST:			
VILLAGE CLERK			

VILLAGE OF NORTH PALM BEACH COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Charles Huff, Interim Village Manager

FROM: Wayne Cameron, Building Official

Alex Ahrenholz, AICP, Acting Community Development Director

DATE: October 13, 2022

SUBJECT: RESOLUTION - Approval of Amendment to the Contract with Hy-Byrd

Incorporated for Building Inspection Services to extend the term through

Fiscal Year 2023

The Community Development Department continues to have difficulties in finding qualified building inspectors, resulting in the Village utilizing a variety of firms to provide building inspection services on a contract basis. The cost of these professional services is offset by salary and benefit savings from the vacant positions.

Through the adoption of Resolution No. 2022-25 on April 14, 2022, the Village Council approved a Contract for Building Inspection Services with Hy-Byrd Incorporated through September 30, 2022 in the amount of \$75,000.00, utilizing pricing set forth in an existing Agreement with the Town of Palm Beach. As of the end of Fiscal Year 2022, there are still funds available on this purchase order for this vendor (the current open balance is \$29,790). Due to the increased demand for inspection services throughout the Village and the vacant inspector positions, it is anticipated that there will be a continued need to utilize Hy-Byrd for inspection services in FY 2023. Consequently, Staff is recommended that the Council approve an Amendment to the Contract to extend the term through September 30, 2023. Any unexpended funds from Fiscal Year 2022 will be carried over and expended in the next fiscal year so there is no additional financial impact at this time.

The attached Resolution and Amendment have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving and Amendment to the Contract for Building Inspection Services with Hy-Byrd Incorporation to extend the term through Fiscal Year 2023 and authorizing the Mayor and Village Clerk to execute the Amendment in accordance with Village policies and procedures.

RESOLUTION 2022-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AMENDMENT TO THE CONTRACT WITH HY-BYRD INCORPORATED TO PROVIDE BUILDING INSPECTION SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2022-25 on April 14, 2022, the Village Council approved a Contract with Hy-Byrd Incorporated to provide building inspection services on an as needed basis pursuant to the terms, conditions and pricing established in an existing Agreement with the Town of Palm Beach, thereby allowing for concurrent competitive purchasing pursuant to the Village's purchasing policies and procedures; and

WHEREAS, the Contract expired on September 30, 2022, and the parties wish to extend the term of the Contract through September 30, 2023, retroactive to October 1, 2022; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

<u>Section 1.</u> The foregoing recitals are ratified as true and incorporated herein.

<u>Section 2.</u> The Village Council hereby approves an Amendment to the Contract for building inspection services with Hy-Byrd Incorporated, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Amendment on behalf of the Village.

<u>Section 3.</u> All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 3.	This Resolution shall take et	fect immediately upon its	s adoption.
PASSED AN	D ADOPTED THISDA`	Y OF, 202	22.
(Village Seal))		MAYOR
ATTEST:			
V	ILLAGE CLERK	_	

AMENDMENT TO CONTRACT

AMENDMENT TO CONTRACT
This Amendment to Contract for Building Inspection Services is made as of this day of, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and HY-BYRD INCORPORATED, 511 South East Coast Street, Lake Worth Beach, Florida 33460, a Florida corporation (hereinafter "CONTRACTOR"), whose F.E.I. Number is 20-65-0060264.
RECITALS
WHEREAS, the VILLAGE and CONTRACTOR entered into a Contract for Building Inspection Services ("Contract") dated April 14, 2022; and
WHEREAS, the term of the Contract expired on September 30, 2022, and the parties wish to extend the term for one additional year through September 30, 2023.
NOW THEREFORE, in consideration of the mutual promises set forth in the Contract as modified herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:
1. The foregoing recitals are true and correct and are fully incorporated herein by reference.
2. Section 6(A) of the Contract is hereby amended to extend the term through September 30, 2023, retroactive to October 1, 2022.
3. All other provisions of the Contract, to the extent not expressly modified herein, shall remain in full force and effect.
IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Amendment as of the day and year first above written.
HY-BYRD INCORPORATED
By:
Print Name:

Position:____

By: _______ DEBORAH SEARCY MAYOR ATTEST: BY: ______ VILLAGE CLERK APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY: ______ VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH

VILLAGE OF NORTH PALM BEACH PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Chad Girard, Acting Public Works Director

Marc Holloway, Field Operations Manager

DATE: October 13, 2022

SUBJECT: RESOLUTION – Approval of a purchase (1) one Envirosight Rovver X Crawler

Camera in the amount of \$84,000.00 from Environmental Products Group, Inc. d/b/a Environmental Products of Florida pursuant to pricing established in an

existing City of Tallahassee Contract.

Village Staff is seeking Council consideration and approval of the purchase of (1) one Envirosight Rovver X Crawler Camera acquired from Environmental Products Group, Inc. d/b/a Environmental Products of Florida with pricing established in an existing contract with the City of Tallahassee (Contract No. 3708) at a total cost of \$84,000.00.

The Envirosight Rovver X Crawler Camera system will allow detailed inspection of the approximately 7 miles of underground stormwater drainage system throughout the Village. The inspection of the stormwater drainage system is reported annually on the Annual Report Form for Individual NPDES Permits for Municipal Separate Storm Sewer Systems (RULE 62-624.600(2), F.A.C.) Section VII/ Part III.A.1

Funding:

The FY 2023 Capital Improvement Plan has approximately \$500,000 allocated for stormwater related projects. This purchase will be funded through this budget.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Stormwater Utility Fund	Public Works	H7321-66215	Stormwater Drainage System	\$84,000

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of one (1) Envirosight Rovver X Crawler Camera from Environmental Products Group, Inc. d/b/a Environmental Products of Florida utilizing pricing established in an existing City of Tallahassee Contract at a total cost of \$84,000, with funds to be expended from Account No. H7321-66215 (Stormwater Drainage System) in accordance with Village policies and procedures.

RESOLUTION 2022-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF ONE ENVIROSIGHT ROVVER X CRAWLER CAMERA TO INSPECT THE VILLAGE'S UNDERGROUND STORMWATER DRAINAGE SYSTEM FROM ENVIRONMENTAL PRODUCTS GROUP, INC. D/B/A ENVIRONMENTAL PRODUCTS OF FLORIDA PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CITY OF TALLAHASSEE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended the purchase of one Envirosight Rovver X Crawler Camera to allow detailed inspection of the Village's underground stormwater drainage system; and

WHEREAS, the Camera will be purchased from Environmental Products Group, Inc. d/b/a Environmental Products of Florida utilizing pricing established in an existing Contract with the City of Tallahassee (Contract No. 3708); and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

<u>Section 1.</u> The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the purchase of one Envirosight Rovver X Crawler Camera from Environmental Products Group, Inc. d/b/a Environmental Products of Florida utilizing pricing established in an existing Contract with the City of Tallahassee (Contract No. 3708) at a total cost of \$84,000.00, with funds expended from Account No. H7321-66215 (Stormwater Utility Fund – Stormwater Drainage System), and authorizes the Interim Village Manager to take all steps necessary to effectuate the purchase.

Section 3.	Section 3. This Resolution shall take effect immediately upon its adoption.			
PASSED AN	D ADOPTED THIS _	DAY OF	, 2022.	
(Village Seal))	-	MAYOR	_
ATTEST:				
VILL	AGE CLERK	_		



VILLAGE OF NORTH PALM BEACH, FL 08/11/2022 ATTN: MARC HOLLOWAY 645 PROSPERITY FARMS RD. NORTH PALM BEACH, FL 33408

Quote – Envirosight Rovver X Crawler Camera

Quantity	Item/Part No.	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	E-RX-SYS-Basic-21	ENVIROSIGHT ROVVER X CRAWLER CAMERA	\$ 84,000.00	\$ 84,000.00
		1000' cable reel, Rovver X crawler, pan/tilt camera head, VC500 controller, (4) sets of rubber wheels for 6"-36" dia. pipes and larger, wireless remote, manhole roller, tiger tail, and cable for wall outlet.		
		Training and Delivery Included		
			Subtotal	\$ 84,000.00
			Sales Tax	\$ 0.00
			Total	\$ 84,000.00

Thanks for the opportunity to earn your business!

Please reply to:

Brian Stewart, Inspection Division Manager

Environmental Products Group, Inc.

2525 Clarcona Rd., Apopka, FL 32703

Cell: (407) 608-0544

Email: bstewart@myepg.com





August 11, 2022

Name: MARC HOLLOWAY

Customer: VILLAGE OF NORTH PALM BEACH, FL

RE: Environmental Products Group, Sole Source for Envirosight CCTV Equipment

Marc,

Please accept this letter as notification that Environmental Products of Group, Inc is the sole source in the state of Florida for all families of video pipeline inspection equipment and software provided by Envirosight, LLC. These systems include, but are not limited to, Rovver X, SAT Lateral Launch, Supervision, CleverScan, Quickview, Quickview airHD, Jetscan, Verisight Pro push cameras, and locators.

In addition, Environmental Products Group, Inc is a certified warranty and service provider for Envirosight products with service centers in Apopka and Deerfield Beach.

Please feel free to contact me with any questions or concerns that may arise.

Regards,

W. Andrew Wicker

Andrew Wicker Southeast Regional Manager Envirosight, LLC

ENVIROSIGH	Tallahassee Purchase Contract #3708 Envirosight Pricing ROVVER X Crawl Cameras		ALLAHASSE
Systems	Standard Rovver X System includes VC500 Controller with Vision Report	2022 List Price	2022 Contract #3708 Price
	Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX		
E-RX-SYS-Basic-21	entry license.	\$ 87,040.91	\$ 85,300.0
	Standard Rovver X System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, emergency stop cable, RX130L Quick Change version crawler with integrated lift, 3 sets of rubber		
E-RX-SYS-BASIC-21-L	wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera. Pressurization kit, and Wincan VX entry license.	\$ 96,946.59	\$ 95,045.4
	Standard Rovver X System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, emergency stop cable, RX95		
E-RX-SYS-BASIC-95-21	crawler with one set of small rubber bolt on wheels. RCX90 pan, tilt, zoom camera, pressuriztion kit and Wincan VX entry license.	\$ 81,577.27	\$ 79,977.2
	Rovver X Truck Pro - System includes DCX5000 Desktop Controller with CCUI including emergency stop, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, RX130 Quick Change		
E-RX-SYS-PRO-21	version crawler with 3 sets of rubber wheels for 6" to 16" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 99,863.64	\$ 97,866.3
	Truck Pro 500 - System includes DCX5000 Desktop Controller with CCUI including emergency stop, RAX500 Automatic Cable Reel with 500M (1640ft) cable, wireless remote controller, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom		
E-RX-SYS-PRO 500-21	camera, pressurization kit, and Wincan VX entry license	\$ 126,690.91	\$ 124,157.0
	Add on System for Existing RX PRO Systems - Includes RXSAT II QCD 140 Crawler, PTP50 SAT Pan and Tilt Camera, AC40 SAT Axial Camera, RAXSAT 300 cable reel with 300M cable and 45M SAT push cable, double manhole bottom roller, guide pipes for 150mm – 500mm, connection cables.	ф 110 20 A 55	f 11/010
E-RX-SYS-SAT_ADD-PRO-21	Add on System for Existing RX Basic Systems - Includes DCX5000 Desktop Controller with CCUI, RXSAT II QCD 140 Crawler, PTP50 SAT Pan and Tilt	\$ 119,304.55	\$ 116,918.4
E-RX-SYS-SAT-ADD-BASIC-21	Camera, AC40 SAT Axial Camera, RAXSAT 300 cable reel with 300M cable and 45M SAT push cable, double manhole bottom roller, guide pipes for 150mm – 500mm, connection cables.	\$ 136,943.18	\$ 134,204.
	Stand-Alone SAT System - Includes DCX5000 Desktop Controller with CCUI, RXSAT II QCD 140 Crawler, PTP50 SAT Pan and Tilt Camera, AC40 SAT Axial Camera, RAXSAT 300 Cable Reel with 300M Cable and 45M SAT Push Cable,		
E-RX-SYS-SAT-21	RAX300 Cable Reel with 300M (1000') cable and reel mounting frame, double manhole bottom toller, guide pipes for 150mm – 500mm, connection cables, pressurization kit, and Wincan VX entry license.	\$ 164,331.82	\$ 161,045.
	Combination RX mainline and SAT System - Includes DCX5000 Desktop Controller with CCUI, RXSAT II QCD 140 Crawler, PTP50 SAT Pan and Tilt		
	Camera, AC40 SAT Axial Camera, RAXSAT 300 cable reel with 300M cable and 45M SAT push cable, RAX300 cable reel with 300M (1000') cable and reel mounting frame, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 36" pipe diameter. RCX90 pan, tilt, zoom camera, double manhole bottom roller, guide pipes for 150mm – 500mm, connection cables,		
E-RX-SYS-SAT-Combo-21	pressurization kit, and Wincan VX entry license. Rovver X Industrial System - System includes VC500 Controller with Vision	\$ 200,850.00	\$ 196,833.
	Report Software installed, RM100 Cable Reel with 100M (330ft) cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	4 70.070.70	71.007
E-RX-SYS-Industrial-21	Rovver X Portable System - System includes VC500 Controller with Vision Report Software installed, RM200 Manual Cable Reel with 200M (660ft) cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12"	\$ 73,272.73	\$ 71,807.
E-RX-SYS-Portable-21	pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license. Rovver X Truck Basic 400 System - System includes VC500 Controller with Vision	\$ 72,445.45	\$ 71,303.
E-RX-SYS-Basic-400-21	Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) Cable, wireless remote controller, reel mounting frame, emergency stop cable, RX400 Crawler with two sets of wheels for pipe diameter 24"-59". RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 121,727.27	\$ 119,292.
	Rovver X Truck Pro 400 System - System includes DCX5000 Controller with CCUI, RAX300 Automatic Cable Reel with 300M (1000ft) Cable, wireless remote controller, reel mounting frame, RX400 Crawler with two sets of wheels for pipe diameter 24"-59". RCX90 pan, tilt, zoom camera, pressurization kit,		
E-RX-SYS-PRO-400-21 Crawlers	and Wincan VX entry license.	\$ 141,818.18 \$ -	\$ 138,981. \$
E-555-0900-03	RX95 Crawler - Steerable, with 2 High Performance Motors and 6 wheel drive. Weight approx 4kg, brass, for diameters from 100 up to approx 200mm, including standard wheels. With pressure indicator, inclinationa nd tilt sensors, Location Transmitter.	\$ 15,954.55	\$ 15,635.
	ROVVER X 130 Crawler QCD - Steerable, with 2 High Performance Motors and 6 wheel drive. Weight appox 8kg, anodized aluminium, for diameters from 150 up to appox 400 mm, including standard wheels (6x 080-0520-00). With		
E-560-0900-06	pressure indicator, inclination and tilt sensors, Location Transmitter, Backey camera and clutch. ROVVER X 400 Crawler - Steerable, with 2 high performance engines and a 4 wheel drive, large ground clearance, electrically operated 2 shift gearbox	\$ 23,045.45	\$ 22,584.
E-558-0900-04 E-579-0900-02 Cameras	and electrically operated clutch. RX140SAT II (QCD) Crawler	\$ 64,527.27 \$ 70,318.18 \$ -	\$ 63,236. \$ 68,911.
5 554 0000 01	RAC50 Axial Camera - High Resolution CM0S color camera with 0.025lux low light sensitivity, 420TVL horizontal resolution, fixed Iris, fixed focus, auto shutter	4 4 4 4 4 4 4	
E-554-0900-01	function, high power LED's and 60 degree diagonal angle of view RCX90 Camera - High resolution CCD Colour camera with Zoom (10x optical	\$ 6,027.27	\$ 5,906.
E-561-0900-03	and 12x digital), light sensitivity, 1 Lux, Shutter (automatic and manual), auto focus, manual and auto function, build in LED, angle of view ca 65 degrees. 2x 135 degree tilt and PTP70II Camera for RX/RXSAT Systems (requires either crawler adaptor or	\$ 29,190.91	\$ 28,607
E-581-0900-05 E-558-0200-02	spring connector - Not compatable with RX140 SATII) Camera to Crawler adaptor for PTP70II	\$ 17,136.36 \$ 2,363.64	\$ 16,793 \$ 2,316
E-581-0800-04 E-596-0900-01	Spring Connector for PTP70II for SAT / Agilios AC40 Camera	\$ 2,600.00 \$ 5,909.09	\$ 2,548 \$ 5,790
E-595-0900-00 E-595-0920-00	PTP50 Camera for SAT And Agilios Systems PTP50 Camera for RX Crawlers	\$ 15,954.55 \$ 15,954.55	
Cable Reels E-551-0900-01	ROVVER X Cable Reel RMX100 Manual Reel - Includes case with electronics and 100M Cable	\$ - \$ 16,072.73	\$ \$ 15,751
14217.62	ROVVER X Cable Reel RMX200 Manual - for portable system with slip ring and meter - counter, splash proff. 200M of Cable Included. ROVVER X Motorized Cable Reel RAX300 - Automatic, meter-counter, slash-	\$ 17,136.36	\$ 16,793
E-562-0900-03	proof, for up to 300M Cable. Power supply 115 or 230 volts. Incl. Remote Control. 300M of Cable Included ROVVER X Motorized Cable Reel RAX500 - Automatic for up to 500M Cable.	\$ 33,090.91	\$ 32,429
E-590-0900-02 E-576-0930-00	Comes with Cable Pulley, and Rear Pendant Controls and CCUII. 500M Cable Included RAX300 SAT II Automatic Cable Reel with 300M (1000ft) Cable, wireless remote controller, reel mounting frame, emergency stop cable	\$ 52,000.00 \$ 66,931.82	\$ 50,960 \$ 65,593
Control Unit E-586-0920-00 E-598-0900-00	DCX5000 Control Pendant with CCUI Rovver X Vision Control 500	\$ - \$ - \$ 26,000.00 \$ 14,181.82	\$ \$ \$ 25,480 \$ 13,898
DigiSewer / Laser E-RX-SYS-Digi	ROVVER X DigiSewer DS3 Camera and WinCan Module	\$ 14,181.82 \$ - \$ - \$ 45,618.18	\$ 13,878 \$ \$ \$ 44,705
E-571-0900-00 E-556-0950-00 E-573-0902-00	Laser Ring for DS3 ROVVER X Auxiliary Light RAL1000 for DS3 Laser Shape Scanner LSS RCX90	\$ 9,129.55 \$ 4,869.32 \$ 12,172.73	\$ 8,946 \$ 4,771 \$ 11,929
E-LASERKIT Accessories E-564-0900-04	Remote Lift Accessory - Camera Elevator Kit for RX130 - for pipes with 12" diameter and larger, raises the RCX90 on the RX130 Crawler	\$ 45,723.89 \$ - \$ 15,954.55	\$ 45,048 \$ \$ 15,635
E-569-0900-00	ROVVER 130X Large-Diameter Carriage RCR1000 - Extends the use of the ROVVER 130X crawler for pipes from 24" diameter and larger.	\$ 12,527.27	\$ 12,276.
E-559-0900-03 E-579-0750-00 Wheels for Crawler Systems	LED Auxiliary Light with Backeye Camera for ROVVER X 130 RED300 Elevator - Elevator Kit for RX140 SAT II - for pipes 16" to 78" diameter, raises the RCX90 on the RX140 SAT II Crawler	\$ 4,609.09 \$ 10,400.00 \$ -	\$ 4,516 \$ 10,192 \$
E-080-0701-00 E-080-0702-00 E-080-0703-00	Small Rubber QCD Wheel Medium Rubber QCD Wheel Large Rubber QCD Wheel	\$ 265.91 \$ 313.18 \$ 313.18	\$ 260 \$ 306 \$ 306
E-080-0704-01 E-080-0705-00 E-080-0706-00	XXL Rubber QCD Wheel Small Grease QCD Wheel Medium Grease QCD Wheel	\$ 620.45 \$ 301.36 \$ 384.09	\$ 608 \$ 295 \$ 376
E-080-0707-00 E-080-0708-00 E-080-0709-00	Large Grease QCD Wheel XL Grease QCD Wheel Small Aggressive QCD Wheel	\$ 437.27 \$ 1,020.45 \$ 502.27	\$ 428 \$ 1,000 \$ 492
E-080-0711-00 E-080-0710-00 E-080-0712-01 E-579-0860-01	Medium Aggressive QCD Wheel Large Aggressive QCD Wheel Middle Climbing Wheel (1) Wheel D225x60/d12 QCD for RX140SAT II (only). Usable from DN400	\$ 661.82 \$ 679.55 \$ 183.18 \$ 1,017.05	\$ 648 \$ 665 \$ 179 \$ 996
cessories for Crawler Systems E-000-0020-00	CO2 Canister (74g) Shipping by Ground Only Top Manhole Cable Roller (part# (37560); Aluminum frame and rubber wheel	\$ 1,017.03 \$ - \$ 24.82	\$ 24.
E-000-0035-00 E-000-0036-00	with bearings, protects cable from manhole top cover edge and reduces friction to improve crawler performance Tyger® Tail 2" for manhole bottom cable protection; 2 inch diameter rubber sleeve to protect cable from manhole bottom pipe entry.	\$ 431.93 \$ 78.73	\$ 423. \$ 77.
E-000-0036-00 E-035-0209-00	RA150 Flexible Cable Guide Pulley for Manhole-bottom; best way to manage cable and have least amount of friction on cable and crawler.	\$ 78.73	

RA150 Flexible Cable Guide Pulley for Manhole-bottom; best way to manage cable and have least amount of friction on cable and crawler.

SV and Rovver X Cable Retermination Kit

Main Pressurization Kit - For all systems

Cable Retermination Kit for SAT Cable Reel

E-035-0209-00

E-512-0901-00-SP

E-512-0902-00

E-PRE-0000-01

\$ \$

\$

1,176.14 \$ 1,474.88 \$

586.18 \$

413.64 \$

1,152.61

1,445.38

574.46

405.36

ENVIROSIGHT	Envirosight Truck Rentals		ALLAHASSEE
<u>Systems</u>		<u>List Price per 28 days</u>	Contract #3708 Price per 28 days
	Ford E-450 Cutaway Van with 14' or 16' Supreme Box: includes build-out with 6.3kw MEPS power source, equipment room, storage drawers, 18 gallon water wash down system, LED lighting, rear LED arrow board, pass-through door to office room which includes roof-mounted A/C with digital thermostat, two viewing monitors (at min.), desk, chair, filing cabinets, strobe light, and sidedoor. CCTV equipment includes (but not limited to) Envirosight Rovver X mainline crawler for 6" pipes and larger, quick disconnect wheels for pipes 6"-24" and larger, pan/tilt camera head with 120:1 zoom, 1000 FT automatic cable reel, wireless controller, VC500 or DCX5000 controller, manhole roller,		
E-Rovver X-TRUCK-RENTAL	tiger tail, and associated tools.	\$ 11,122.45	\$ 10,900.00

ENVIROSIGHT Systems	VeriSight Pro Plus Push Cameras	2022 List Price	ALLAHASSEE 2022 Contract #3708 Price
	Verisight PRO Plus Push Camera System - Standard Package with 200' cable, axial camera, tri-frequency sonde, battery powered control unit with viewing, control, text generation, recording and digital output, accessories case with USB memory stick, 3 skids, and tooling.	\$ 11,541.19	\$ 11,314.90
	Verisight PRO Plus System - Standard Package with 330' cable, axial camera, tri-frequency sonde, battery powered control unit with viewing, control, text generation, recording and digital output, accessories case with USB memory stick, 3 skids, and tooling.	\$ 12,724.91	\$ 12,475.40
	Verisight PRO Plus System - Standard Package with 130' Cable, axial camera, tri frequency sonde, battery powered control unit with viewing, control, text generation, recording and digital output, accessories case with USB memory stick, 3 skids, and tooling.	\$ 10,045.45	\$ 9,844.55
	VeriSight Pro 360 200' Pan/Tilt Push Camera with Digital Viewer/Recorder - Standard Package with 200' cable, pan/tilt camera, tri-frequency sonde, battery powered control unit with viewing, control, text generation, recording and digital output, accessories case with USB memory stick, 2 skids, and tooling.	\$ 26,000.00	\$ 25,480.00
	VeriSight Pro 360 330' Pan/Tilt Push Camera with Digital Viewer/Recorder - Standard Package with 330' cable, pan/tilt camera, tri-frequency sonde, battery powered control unit with viewing, control, text generation, recording and digital output, accessories case with USB memory stick, 2 skids, and tooling.	\$ 28,363.64	\$ 27,796.36
	VeriSight Pro 360 130' Pan/Tilt Push Camera with Digital Viewer/Recorder - Standard Package with 130' cable, pan/tilt camera, tri-frequency sonde, battery powered control unit with viewing, control, text generation,		
I	recording and digital output, accessories case with USB memory stick, 2 skids, and tooling.	\$ 24,818.18	\$ 24,321.82
MS11+	MyTana MS11+ Combo, 200ft, 1.5" and 3" Heads	\$ 9,624.31	\$ 9,431.82
RL8873	MyTana Locator with Padded Case	\$ 1,970.08	\$ 1,930.68
Cameras	·	\$ -	\$ -
E-V-CAM026-SP	Pan & Tilt Camera (360) for Verisght Pro Plus	\$ 15,388.26 \$ -	\$ 15,086.53 \$ -
Accessories		\$ -	\$ -
E-V-ASS-002-008	1500mm Roller Skid (8"/9" pipes)	\$ 774.09	\$ 758.61
E-V-ASS-002-009	200mm Roller Skid (12"-15" pipes)	\$ 992.73	\$ 972.87
E-ASS-001-632 Locators	External Video Input lead - NTSC for Verisight Pro - Can be used with QVH and other video inputs.	\$ 276.55	\$ 271.01 \$ -
E-LF2200-FV10	LF 2200 Multi frequency digital receiver with hard carrying case, FV10 transmitter and spring carrier	\$ 3,545.45	\$ 3,474.55
	LF 2200 Multi frequency digital receiver with hard carrying case, FV20 transmitter and spring carrier	\$ 3,900.00	
	LF 2200 Multi frequency digital receiver with hard carrying case, FV40 transmitter and spring carrier	\$ 4,727.27	

ENVIROSIGHT	QuickView AirHD Pole Cameras		1	ALLAHASSEE
<u>Systems</u>		2022 List Price	<u>2022</u>	Contract #3708 Price
	QuickView Air HD System - includes Wirless Camera Head with built in Wifi, 16' CF Pole, 6' Extension Pole, Bipod, Spring Loaded Standoff, 2 Batteries, and Battery Charger.	\$ 17,670.45	\$	17,317.05
Accessories				
E-152510-BOM	Additional Battery Pack Assembly	\$ 853.30	\$	836.22
E-153390-BOM	6-ft Extension Pole	\$ 735.57	\$	720.88
E-QVAHD-Tablet	Tablet and Case for Viewing	\$ 882.73	\$	865.07
E-153801-BOM	Battery Charger Base	\$ 562.26	\$	551.24
E-153804	Wall Plug for Battery Charger Base	\$ 70.73	\$	69.34
E-QVA-WA_Diff-Kit	Wide Angle Lens and Diffuser Kit	\$ 155.36	\$	152.32
E-QVA-Laser	QuickView Air Laser Measurement	\$ 1,893.94	\$	1,856.80

ENVIROSIGHT	JETSCAN Video Nozzles		ALLAHASSEE
<u>Systems</u>		2022 List Price	2022 Contract #3708 Price
E-JET-SYS-6	Jetscan 2.0 HD Video Nozzle with 6" Skid including carrying case and pressurization kit.	\$ 11,818.18	\$ 11,581.82
E-JET-SYS-8	Jetscan 2.0 HD Video Nozzle with 8" Skid including carrying case and pressurization kit.	\$ 11,818.18	\$ 11,581.82
E-JET-SYS-Combo	Jetscan 2.0 HD Video Nozzle with both 6" and 8" Skid including carrying case and pressurization kit.	\$ 15,363.64	\$ 15,056.36
E-JCAM-151	Roller Extension - Set of three boto on extensions that adapt Jetscan for inspection pipe larger than 15"	\$ 1,418.18	\$ 1,389.82
e-jetscan-ipad	iPAD Mini - 16GB, wiFi only with case and SD card adapter	\$ 679.55	\$ 665.95

ENVIROSIGHT	CleverScan Manhole Scanner		ALLAHASSEE
<u>Systems</u>		2022 List Price	2022 Contract #3708 Price
E-031-0900-00	CleverScan Manhole Scanning System - Includes all Hardware (Camera, Cable, and Electronics) Scanning Software and WinCan License	\$ 82,908.18	\$ 80,738.64

ENVIROSIGHT	Chassis	ALLAHASSEE
<u>Systems</u>		2022 Contract #3708 Price
Ford F-59 Step Van	Route Star 18' Walk-in, 85" inside height, sliding side door, 2 piece full open swing rear doors, gasoline engine, automatic transmission.	\$ 86,995.00
F5H F-550	Ford F-Series F-550 XL 4WD Diesel, Reg Cab 205" WB 120" CA, Oxford White, with a 16' Supreme Dry Freight box.	\$ 95,000.00
E4F E-450 with 14' aluminum cutaway body	Ford Econoline Commercial Cutaway E- 450 Super Duty 158" DRW, 7.3L EFI V8 Gas Engine, 6 Speed Automatic Tranmission.	\$ 59,730.00
W3X Ford Transit T350 Cargo Van	Ford Transit Cargo Van T-350 148" Hi EL cargo van Rf 9500 GVWR Sliding RH Dr, gas	\$ 51,340.00
Transport	Transport to FL Customer	\$ 2,500.00

			CITY OF
	Vehicle Build Outs		ALLAHASSEE
Systems	Vernere Bana Gats	2022 List Price	2022 Contract #3708 Price
E-Outpost-RX-V3.0 E-U2000	Outpost Portable Enclosure/Inspection Platform; Aluminum Box is 46.5" H x 42.25" W x 42.25" D. interior painted non-glaring black. Box interior has shelving for monitor, VCR, CCU and Cable reel, Single Tool drawer. Includes Washdown System and Generator Slide Out Tray. U2000 Honda 2KW Generator	\$ 13,047.27 \$ 2,400.00	\$ 12,786.67
Buildout to Customer Supplied Chassis			
Preferred Bu	ildout Base Prices		
Nissan MEPS Build	Build out of provided vehicle including 6.3kW MEPS Road Power Source (see build sheet for additional information)	\$ 47,272.73	\$ 46,327.27
Promaster Inverter Value Build	Build out of provided vehicle including 3.0kW Xantrex inverter (see build sheet for additional information)	\$ 27,181.82	\$ 26,638.64
Promaster Inverter Build	Build out of provided vehicle including 3.0kW Xantrex inverter (see build sheet for additional information)	\$ 37,818.18	\$ 37,061.36
Promaster MEPS Build	Build out of provided vehicle including 5.0kW MEPS Road Power Source (see build sheet for additional information)	\$ 47,272.73	\$ 46,327.27
Transit MEPS Build	Build out of provided vehicle including 6.3kW MEPS Road Power Source (see build sheet for additional information)	\$ 47,981.82	\$ 47,022.73
Transit Gas Generator Build	Build out of provided vehicle including 5.5kW Onan super quiet gason-gas Generator (see build sheet for additional information)	\$ 43,136.36	\$ 42,273.86
14' Cutaway Gas Generator Build	Build out of provided vehicle including 5.5kW Onan super quiet gason-gas Generator (see build sheet for additional information)	\$ 45,854.55	\$ 44,937.50
Cutaway Box/MEPS/Inverter Build Step Van	Build out of provided vehicle including MEPS/IInverter Step Van	\$ 48,690.91	\$ 47,717.05
Upgrade to 18' Body	Upgrade to 18' Box/Body Build-out for F-59 Chassis Build	\$ 3,311.00	\$ 3,244.78
14' Cutaway MEPS Build	Build out of provided vehicle including 6.3kW MEPS Road Power Source (see build sheet for additional information)	\$ 48,690.91	\$ 47,717.05
14' Dry Freight Diesel Generator Build	Build out of provided vehicle including 6.0kW Onan super quiet diesel-on-diesel Generator (see build sheet for additional information)	\$ 55,545.45	\$ 54,434.09
Tandem Axle Trailer Gas Generator Build	14' Trailer with buildout including 7000-W Honda Generator (see build sheet for additional information)	\$ 55,190.91	\$ 54,087.50
Roof/LED Strobes	additional - front or rear	\$ 709.09	'
Arrow board LED Strobes in all 4 corners	Additional - front or rear	\$ 1,181.82 \$ 1,063.64	·
Carbon Monoxide Detector Printer	battery operated color with ink	\$ 142.05 \$ 590.91	\$ 138.64 \$ 579.55
Video monitor 19" Tru-Vu Monitor	additional for RX/SAT additional for rackmount computer	\$ 1,181.82 \$ 1,181.82	<u> </u>
Underdesk keyboard	Tray required for SAT	\$ 236.36	'
Sunlight Readable Monitor 27" Rear facing monitor	Sunlight-viewable monitor Upgrade from 19" mounts to bulkhead wall	\$ 1,962.63 \$ 829.55	-
43" four-up studio monitor + tailgate camera Ethernet Port	Replaces multi monitor with cable	\$ 3,522.73 \$ 472.73	'
110v Swing out Light	additional lighting	\$ -	\$ -
12v Handheld spotlight	for trailer builds only	\$ 306.82 \$ 272.73	\$ 301.14
Corner-mounted spotlights Cabinet lights	for trailer builds only with acutators in operator & equipment areas	\$ 738.64	\$ 267.05 \$ 723.86
Cable Reel Slide Swivel with Support frame Cable reel slide Swivel		\$ 2,304.55 \$ 1,772.73	\$ 2,257.95 \$ 1,737.50
Easy access slide out rack mount with light		\$ 971.59	\$ 952.27
Sink Pedestal Crane	western Mule	\$ 2,127.27 \$ 6,736.36	\$ 2,085.23 \$ 6,601.14
Lifting aid with electric winch		\$ 4,685.23	\$ 4,590.91
Bumper Drawer Bedslide with support frame	pull out drawer No crawler drawer	\$ 2,954.55 \$ 2,600.00	\$ 2,895.45 \$ 2,547.73
Bedslide without support frame	Vertical crawler drawer	\$ 2,600.00	\$ 2,547.73
Pocket Door Air compressor	6-gal, 150psi	\$ 1,536.36 \$ 709.09	•
Metal Detector Bench Vise	4 1/2" Vise	\$ 1,107.95	\$ 1,086.36 \$ 251.14
Magnetic tool holders	over workbench	\$ 255.68 \$ 187.50	\$ 184.09
Peg board Insulation	over workbench	\$ 227.27 \$ 1,418.18	-
Upgrade to 16' Aluminum Cutaway Box		\$ 1,000.00	\$ 979.55
Upgrade to 16' Aluminum Dry Freight Box Roll-up rear door		\$ 1,000.00 \$ 590.91	\$ 979.55 \$ 579.55
Upgrade to Onan 5.5 gas generator w/alum. Enclosure		\$ 5,198.86	\$ 5,095.45
Underbody Generator Mount (2) Underbody Toolboxes		\$ 590.91 \$ 3,877.55	-
Upgrade to 7.0kw Onan generator UPS	rack-mount uniterruptible power supply	\$ 3,181.82 \$ 1,732.95	·
External genset Box Ouick View Brackets	external access cummins onan genset box install	\$ 1,732.95	\$ 1,698.86
Quick View Brackets Verisight Brackets		\$ 284.09 \$ 284.09	<u>'</u>
Wall mount Heater Gaming chair upgrade	(one only)	\$ 354.55 \$ 113.64	\$ 347.73 \$ 111.36
Rear awning		\$ 113.64	<u> </u>
RVX doggie door		\$ 994.32	•

		WINCAN Software		ALLAHASSEE
PURCHASE OPTIONS ENTRY PACKAGE	PRODUCT #	DESCRIPTION	2022 List Price	2022 Contract #3708 Price
Purchase Price (single user)	VX- ENTRY-1	WinCan VX Entry License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Inclination, Local deformation & Crack width with laser.	\$ 3,491.95	\$ 3,423.48
Upgrade Pricing	VX-UPGRADE-ENTRY	WinCan VX Entry License UPGRADE includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Inclination, Local deformation & Crack width with laser.	\$ 2,095.17	\$ 2,054.09
Subscription Pricing	VX-ENTRY-1-SUB	ANNUAL WinCan VX Entry License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Inclination, Local deformation & Crack width with laser.	\$ 1,047.59	\$ 1,027.04
Support- Enterprise Infinity Contract	VX-INFINITY-ENTRY-1	Entry Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support, Unlimited Maintenance Upgrades and Version Upgrades 5 Hours per year of Web Ex Training, Same Day Support and Service	\$ 524.38	\$ 514.10
Purchase Price (single user)	VX-LITE-1	WinCan VX Lite License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Software Encoding, MPEG 1 Software Recording, Text Generator, Inclination, Local		
Upgrade Pricing	VX-UPGRADE-LITE	deformation & Crack width with laser. WinCan VX Lite License UPGRADE includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Software Encoding, MPEG 1 Software Recording, Text Generator, Inclination, Local deformation & Crack width with laser.	\$ 6,835.94	\$ 6,701.90
Subscription Pricing	VX-LITE-1-SUB	ANNUAL WinCan VX Lite License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Software Encoding, MPEG 1 Software Recording, Text Generator, Inclination, Local deformation & Crack width with laser.	\$ 4,220.45 \$ 2,322.73	\$ 4,137.50 \$ 2,277.27
Support- Enterprise Infinity Contract ADVANCED PACKAGE	VX-INFINITY-LITE-1	Lite SILVER ANNUAL Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support, Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX, 5 Hours per year of Web Ex Training, Same Day Support and Service	\$ 879.50	
Purchase Price (single user)	VX-ADVANCED-1	WinCan VX Advanced License includes: Section/Lateral/Manhole, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Software Encoding, MPEG 1/2/4 Recording, NASSCO Validator, Text Generator, Inclination, Local deformation & Crack width with laser.	\$ 10,061.55	\$ 9,864.27
Upgrade Pricing	VX-UPGRADE-ADVANCED	WinCan VX Advanced License UPGRADE includes: Section/Lateral/Manhole, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Software Encoding, MPEG 1/2/4 Recording, NASSCO Validator, Text Generator, Inclination, Local deformation & Crack width with laser.	\$ 6,070.45	\$ 5,952.27
Subscription Pricing	VX-ADVANCED-1-SUB	ANNUAL WinCan VX Advanced License includes: Section/Lateral/Manhole, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Software Encoding, MPEG 1/2/4 Recording, NASSCO Validator, Text Generator, Inclination, Local deformation & Crack width with laser.	\$ 3,375.00	\$ 3,309.09
Support- Enterprise Infinity Contract	VX-INFINITY-ADVANCED-1	Advanced Enterprise Infinity Support Plan includes:Unlimited Phone, Email, and Remote Internet Technical Support, Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX, 5 Hours per year of Web Ex Training, Same Day Support and Service	\$ 1,358.90	
EXPERT PACKAGE Purchase Price (single user)	VX- EXPERT-1	WinCan VX Expert License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle	1,000.70	Τ,002.20
		database option, Multiple Inspection, Grading, Software Encoding, MPEG 1/2/4 Recording, NASSCO Validator, Text Generator, Inclination, Local deformation & Crack width with laser, Work Order Management, Statistics, and GIS Queries. WinCan VX Expert License UPGRADE includes: Section/Lateral/Manhole, Basic	\$ 14,796.40	\$ 14,506.28
Upgrade Pricing	VX-UPGRADE-EXPERT	Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Software Encoding, MPEG 1/2/4 Recording, NASSCO Validator, Text Generator, Inclination, Local deformation & Crack width with laser, Work Order Management, Statistics, and GIS Queries.	\$ 8,274.15	\$ 8,111.91
Subscription Pricing	VX-EXPERT-1-SUB	ANNUAL WinCan VX Expert License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Software Encoding, MPEG 1/2/4 Recording, NASSCO Validator, Text Generator, Inclination, Local deformation & Crack width with laser, Work Order Management, Statistics, and GIS Queries.	\$ 4,492.19	\$ 4,404.11
Support- Enterprise Infinity Contract	VX-INFINITY-EXPERT-1	Expert Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support, Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX, 5 Hours per year of Web Ex Training, Same Day Support and Service	\$ 2,069.13	\$ 2,028.56
Network License Pricing- (3 Users)	VX-EXPERT-3-NET	3 User WinCan VX Expert Network License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Software Encoding, MPEG 1/2/4 Recording, NASSCO Validator, Text Generator, Inclination, Local deformation & Crack width with laser, Work Order Management, Statistics, and GIS Queries.	\$ 29,592.80	\$ 29,012.55
Subscription Pricing- (3 User Network)	VX-EXPERT-3-NET-SUB	ANNUAL 3 User WinCan VX Expert Network License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Software Encoding, MPEG 1/2/4 Recording, NASSCO Validator, Text Generator, Inclination, Local deformation & Crack width with laser, Work Order Management, Statistics,		
Support- Enterprise Infinity Contract (Network)	VX-INFINITY-EXPERT-3	and GIS Queries. 3 User Expert Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support, Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX, 5 Hours per year of Web Ex Training, Same Day Support and Service	\$ 8,984.38 \$ 4,138.26	\$ 8,808.21 \$ 4,057.12
OFFICE PACKAGE Purchase Price (single user)	VX-OFFICE-1	WinCan VX Office License includes: Section/Lateral/Manhole, Basic reporting, Report Generator, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, NASSCO Validator, Inclination, Local deformation & Crack width with laser.	\$ 6,510.42	\$ 6,382.76
Upgrade Pricing	VX-UPGRADE-OFFICE	WinCan VX Office License UPGRADE includes: Section/Lateral/Manhole, Basic reporting, Report Generator, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, NASSCO Validator, Inclination, Local deformation & Crack width with laser.	\$ 3,789.06	\$ 3,714.77
Subscription Pricing	VX-OFFICE-1-SUB	ANNUAL WinCan VX Office License includes: Section/Lateral/Manhole, Basic reporting, Report Generator, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, NASSCO Validator, Inclination, Local deformation & Crack width with laser.	\$ 1,934.19	\$ 1,896.26
Support- Enterprise Support Contract	VX-INFINITY-OFFICE-1	Office Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support, Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX, 5 Hours per year of Web Ex Training, Same Day Support and Service	\$ 879.50	\$ 862.25
Network License Pricing- (3 User)	VX-OFFICE-3-NET	3 User WinCan VX Office Network License includes: Section/Lateral/Manhole, Basic reporting, Report Generator, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, NASSCO Validator, Inclination, Local deformation & Crack width with laser.	\$ 13,020.83	\$ 12,765.52
Subscription Pricing (3 User Network)	VX-OFFICE-3-NET-SUB	ANNUAL 3 User WinCan VX Office Network License includes: Section/Lateral/Manhole, Basic reporting, Report Generator, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, NASSCO Validator, Inclination, Local deformation & Crack width with laser.	\$ 3,868.37	\$ 3,792.52
Support- Enterprise Infinity Contract (Network)	VX-INFINITY-OFFICE-3	3 User Office Enterpise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support, Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX, 5 Hours per year of Web Ex Training, Same Day Support and Service	\$ 1,759.00	\$ 1,724.51
PROTOUCH Purchase Price Upgrade Pricing	1010 1010- UPGRADE	WinCan ProTouch WinCan ProTouch UPGRADE	\$ 2,959.28 \$ 1,775.57	\$ 2,901.26 \$ 1,740.75
Subscription Pricing Support- Enterprise Infinity Contract MODULES	1010-SUB 1010- Infinity	ANNUAL WinCan ProTouch ProTouch Enterprise Infinity Support Plan	\$ 887.78 \$ 443.89	\$ 870.38 \$ 435.19
LASER SCANNING	2230 2230- UPGRADE	Ring Laser Deformation Measurement, Sonar Scanning and IBAK 3DGS Upgrade Ring Laser Deformation Measurement, Sonar Scanning and IBAK 3DG Appual Ring Laser Deformation Measurement, Sonar Scanning and IBAK 3DGS	,	\$ 4,583.98 \$ 2,773.60
SCAN EXPLORER	2230- SUB 2230- INFINITY 2210	Annual Ring Laser Deformation Measurement, Sonar Scanning and IBAK 3DGS Maintenance- Enterprise Infinity Maintenance Scan Explorer Lingrade Son Explorer	\$ 710.23 \$ 6,510.42	\$ 1,392.60 \$ 696.30 \$ 6,382.76
Asset Management Module (Cityworks, Maximo, Lucity,	2210- UPGRADE 2210-SUB 2220	Upgrade Scan Explorer Annual Scan Explorer Asset Management Module	\$ 3,906.25 \$ 2,012.31	\$ 3,829.66 \$ 1,972.85
Hansen, etc.) HARDWARE	2220-SUB	Annual Asset Management Module	\$ 4,675.66 \$ 1,420.45	·
Computers Video Capture Devices	E-PA-RACKMOUNT-01 E-PA-LAPTOP-01 E-PA- PINNACLE	Rackmount Computer Laptop Computer with Docking Station Pinnacle Dazzle Card	\$ 3,196.02 \$ 2,189.87 \$ 124.29	\$ 3,133.36 \$ 2,146.93 \$ 121.85
Overlay Equipment	E-VITEC-C8 E-AverCard E-TG09	Vitec Card Aver Media Card TG09 Text Overlay	\$ 1,302.08 \$ 594.32 \$ 2,604.17	\$ 1,276.55 \$ 582.43 \$ 2,553.10
TRAINING	E- ENCODER E-WINCANTRAINING-1	Encoder Wheel One Day On-Site Installation and Training includes instructor's time and expenses	\$ 2,604.17 \$ 651.04 \$ 1,775.57	\$ 2,553.10 \$ 638.28 \$ 1,740.75
WEB	E-WINCANTRAINING-2	Two Day On-Site Installation and Training includes instructor's time and expenses Small- 25G	\$ 3,906.25	·
	1083 1084 1085 1085- Additional	Medium- 500 GB Large- 3 TB Additional Terabyte > 3TB		\$497 Month \$190/ Month \$490/ Month \$50/Month

		QuickLock			ALLAHASSEE
aakara	Part / Kit Number / Installation Balloons	Description		<u>List Price</u>	Contract #3708 Price
ackers	QL-VP 150-200	Off set Packer NW 150-200 mm (6"-8")	\$	4,105.46	\$ 4,023.35
	QL-VP 200-300 VFW	Off set Packer VFW NW 200-300mm (8"-12") w/adjustable chassis	\$	6,355.54	\$ 6,228.43
	QL-VP 350-500	Offset Packer NW 350-500mm (14"-20")	\$	7,096.24	\$ 6,954.31
	QL-VP 500-600 QL-VP 600-700	Offset Packer NW 500-600mm (20"-24") Offset Packer NW 600-700mm (24"-28")	\$	8,784.83 9,333.89	\$ 8,609.14 \$ 9,147.21
	QL-VP 700-800	Offset Packer NW 700-800mm (28'-32")	\$	10,550.09	\$ 10,339.09
	QL-VP-L 150-250	locate Heating Pollogue NIM 150 050 //" 10"	¢	2,952.45	\$ 2,893.40
	QL-VP-L 275-400	Installation Balloon NW 150-250 (6"-10") Installation Balloon NW 275-400 (11"-16")	\$ \$	4,091.99	\$ 4,010.15
aakar	QL-VP-L 450-600 Connection Tools	Installation Balloon NW 450-600 (18"-24")	\$	5,127.94	\$ 5,025.38
acker	Part / Kit Number	Description			
	QL-BIG WE	Assembly Tool, Four-Part, Incl Accessory	\$	4,593.39	\$ 4,501.52
	QL-C750113 QL-C750114	Ball Head Connection R125 LED Connection	\$ \$	94.27	\$ 92.39 \$ 177.66
	QL-C750505	RX130 Connection	\$	129.49	\$ 126.90
	QL-SV140 Adapter QL-KST 02	SV140 Crawler Connection Special Coupling Bar, 470 mm	\$ \$	254.84 557.34	\$ 249.75 \$ 546.19
	QL-LA	Laser for the QL Serial Installation DV150-700	\$	993.47	\$ 973.60
tandaı	Part / Kit Number rd Sleeves	Description			
tariuai	QL-6-Sleeve	High-grade steel sleeve DN150 L 400 mm w EPDM-			
	42 0 0100 70	rubber seal DN150 High-grade steel sleeve DN150 L 400 mm w EPDM-	\$	526.26	\$ 515.74
	QL-6-Sleeve-1 Flare	rubber seal DN150 w/ 1 Flare	\$	526.26	\$ 515.74
	QL-6-Sleeve-2 Flare	High-grade steel sleeve DN150 L 400 mm w EPDM-rubber seal DN150 w/ 2 Flares	\$	526.26	\$ 515.74
	QL-8-Sleeve	High-grade steel sleeve DN200 L 400 mm w EPDM- rubber seal DN200	¢	571.84	\$ 560.41
		High-grade steel sleeve DN200 L 400 mm w EPDM-	\$	3/1.04	\$ 560.41
	QL-8-Sleeve- 1 Flare	rubber seal DN200 with 1 Flare	\$	571.84	\$ 560.41
	QL-8-Sleeve- 2 Flare	High-grade steel sleeve DN200 L 400 mm w EPDM-rubber seal DN200 with 2 Flares	\$	571.84	\$ 560.41
	QL-10-Sleeve	High-grade steel sleeve DN250 L 400 mm w EPDM- rubber seal DN250	\$	641.25	\$ 628.43
	01.10.01	High-grade steel sleeve DN250 L 400 mm w EPDM-		/ 41 05	
	QL-10-Sleeve- 1 Flare	rubber seal DN250 w/ 1 Flare High-grade steel sleeve DN250 L 400 mm w EPDM-	\$	641.25	\$ 628.43
	QL-10-Sleeve- 2 Flare	rubber seal DN250 w/ 2 Flares	\$	641.25	\$ 628.43
	QL-12-Sleeve	High-grade steel sleeve DN300 L 400 mm w EPDM- rubber seal DN300	\$	699.26	\$ 685.28
	QL-12-Sleeve- 1 Flare	High-grade steel sleeve DN300 L 400 mm w EPDM-rubber seal DN300 w/ 1 Flare	\$	699.26	\$ 685.28
	OL 10 Clarate O Flame	High-grade steel sleeve DN300 L 400 mm w EPDM-		/00.0/	
	QL-12-Sleeve- 2 Flare QL-14-Sleeve	rubber seal DN300 w/ 2 Flares High-grade steel sleeve DN350 L 400 mm w EPDM-	\$	699.26	\$ 685.28
	QL-14-3166V6	rubber seal DN350	\$	771.78	\$ 756.35
	QL-14-Sleeve- 1 Flare	High-grade steel sleeve DN350 L 400 mm w EPDM-rubber seal DN350 w/ 1 Flare	\$	771.78	\$ 756.35
	QL-14-Sleeve- 2 Flare	High-grade steel sleeve DN350 L 400 mm w EPDM-rubber seal DN350 w/ 2 Flares	\$	771.78	\$ 756.35
	QL-16-Sleeve	High-grade steel sleeve DN400 L 400 mm w EPDM-		030.00	
		rubber seal DN400 High-grade steel sleeve DN400 L 400 mm w EPDM-	\$	838.08	\$ 821.32
	QL-16-Sleeve- 1 Flare	rubber seal DN400 w/ 1 Flare	\$	838.08	\$ 821.32
	QL-16-Sleeve- 2 Flare	High-grade steel sleeve DN400 L 400 mm w EPDM-rubber seal DN400 w/ 2 Flares	\$	838.08	\$ 821.32
	QL-18-Sleeve	High-grade steel sleeve DN450 L 500 mm w EPDM-rubber seal DN450	\$	1,007.98	\$ 987.82
	OL 10 Sla ava 1 Flavo	High-grade steel sleeve DN450 L 500 mm w EPDM-		1,007.98	\$ 007.00
	QL-18-Sleeve- 1 Flare	rubber seal DN450 w/ 1 Flare High-grade steel sleeve DN450 L 500 mm w EPDM-	\$	1,007.98	\$ 987.82
	QL-18-Sleeve- 2 Flare	rubber seal DN450 w/ 2 Flares	\$	1,007.98	\$ 987.82
	QL-20-Sleeve	High-grade steel sleeve DN500 L 500 mm w EPDM-rubber seal DN500	\$	1,007.98	\$ 987.82
	QL-20-Sleeve- 1 Flare	High-grade steel sleeve DN500 L 500 mm w EPDM-rubber seal DN500 w/ 1 Flare	\$	1,007.98	\$ 987.82
	OL 04 Sla 542	High-grade steel sleeve DN600 L 500 mm w EPDM-		1 10/ 50	
	QL-24-Sleeve 1 Flare	rubber seal DN600 High-grade steel sleeve DN600 L 500 mm w EPDM-	\$	1,196.52	\$ 1,172.59
	QL-24-Sieeve- i ridie	rubber seal DN600 w/ 1 Flare	\$	1,196.52	\$ 1,172.59
	QL-28-Sleeve	High-grade steel sleeve DN700 L 500 mm w EPDM- rubber seal DN700	\$	1,369.52	\$ 1,342.13
	QL-28-Sleeve- 1 Flare	High-grade steel sleeve DN700 L 500 mm w EPDM-rubber seal DN700 w/ 1 Flare	\$	1,369.52	\$ 1,342.13
	QL-36-Sleeve-Big	High-grade steel sleeve DN900 L=200mm, 2 parts w/			
nd Sle	eves	EPDM DN900	\$	1,796.33	\$ 1,760.41
	QL-6-End Sleeve	High-grade steel sleeve DN150 L=250mm w EPDM rubber seal DN150	•	474.46	\$ 464.97
	QL-8-End Sleeve	High-grade steel sleeve DN200 L=250mm w EPDM	\$	4/4.40	
		rubber seal DN200	\$	507.61	\$ 497.46
	QL-10-End Sleeve	High-grade steel sleeve DN250 L=250mm w EPDM rubber seal DN250	\$	549.05	\$ 538.07
	QL-12-End Sleeve	High-grade steel sleeve DN300 L=250mm w EPDM rubber seal DN300	\$	600.85	\$ 588.83
	QL-14-End Sleeve	High-grade steel sleeve DN350 L=250mm w EPDM		667.15	\$ 653.81
	QL-16-End Sleeve	rubber seal DN350 High-grade steel sleeve DN400 L=250mm w EPDM	\$		
		rubber seal DN400	\$	768.67	'
	QL-18-End Sleeve	High-grade steel sleeve DN450 L=300mm w EPDM rubber seal DN450	\$	901.27	\$ 883.25
	QL-20-End Sleeve	High-grade steel sleeve DN500 L=300mm w EPDM rubber seal DN500	\$	947.89	\$ 928.93
	I				



VILLAGE OF NORTH PALM BEACH, FL 08/22/2022 ATTN: MARC HOLLOWAY 645 PROSPERITY FARMS RD. NORTH PALM BEACH, FL 33408

Quote – Envirosight Rovver X Crawler Camera



Quantity	Item/Part No.	<u>Description</u>	<u>Unit Price</u>		<u>Ext. Price</u>	
		All Pricing Direct from Tallahassee Contract #3708				
1	E-RX-SYS-Basic-21	ENVIROSIGHT ROVVER X CRAWLER CAMERA	\$	85,300.09	\$	85,300.09
		1000' cable reel, Rovver X crawler, pan/tilt camera head, VC500 controller, (3) sets of rubber wheels for 6"-16" dia. pipes, wireless remote, and cable for wall outlet.				
4	E-080-0704-01	XXL RUBBER WHEEL FOR 16"-36" DIA. PIPES+	\$	608.05	\$	2,432.20
1	E-000-0035-00	MANHOLE ROLLER	\$	423.30	\$	423.30
1	E-000-0036-00	TIGER TABLE CABLE PROTECTOR	\$	77.16	\$	77.16
1	Discount	FACTORY PROMOTIONAL DISCOUNT	\$	(4,232.75)	\$	(4,232.75)
		Training and Delivery Included				
				Subtotal	\$	84,000.00
				Sales Tax	\$	0.00
				Total	\$	84,000.00



Thanks for the opportunity to earn your business!

Please reply to:

Brian Stewart, Inspection Division Manager

Environmental Products Group, Inc.

2525 Clarcona Rd., Apopka, FL 32703

Cell: (407) 608-0544

Email: <u>bstewart@myepg.com</u>







To Access the Tallahassee Purchase Contract #3708, go to:

Talgov.com

In search bar type **FLEET CONTRACTS**

Scroll to and click FLEET CONTRACTS

Scroll down and click Environmental Contract Pricing Page

Scroll down and click <u>Download The Envirosight Inspection Camera</u>
Contract

CONTRACT No. <u>3708</u>

THIS CONTRACT is executed this <u>b</u> day of <u>April 2016</u> by and between the CITY OF TALLAHASSEE, a Florida municipal corporation, hereinafter called the "City" and ENVIRONMENTAL PRODUCTS OF FLORIDA CORPORATION, hereinafter called the "Contractor",

RECITALS

The City issued Request for Proposals No. 0096-15-KM-RC (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for furnishing certain vehicles, trailers, and equipment used for cleaning, maintenance and repair of street, storm water and similar systems, as described in the RFP ("Vehicles", "Trailers", and "Equipment" respectively), and the Contractor submitted a certain proposal on September 29, 2015 ("Proposal") in response to that RFP. The City and the Contractor now desire to enter into a contract for the purchase of Vehicles, Trailers, and Equipment as more particularly set forth herein.

Therefore, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

SECTION 1.0 PURCHASE OF VEHICLES, EQUIPMENT AND ACCESSORIES

1.1 Contractor shall provide various Vehicles, Trailers, and Equipment as may be ordered from time to time by the City. All Vehicles, Trailers, and Equipment shall be priced, designed, constructed, and equipped in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the parties unless otherwise stated in this Contract. All Vehicles, Trailers, and Equipment shall conform and comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations and shall be delivered in accordance with delivery schedules set forth in the RFP and the Proposal.

- 1.1.1 The Contractor and the City Fleet Management Division shall schedule the following meetings with respect to each order received from the City:
 - (i) A pre-production meeting to completely review the specifications and drawings prior to commencing assembly or production. This meeting shall include the equipment manufacturer if appropriate. The Contractor shall be represented by qualified technicians/engineers to properly facilitate the design and construction requirements. At the option of the City, this meeting will be held either at City Fleet Management Division facilities or at the Contractor's facilities:
 - (ii) A second meeting will be planned according to the needs of Fleet Management. At the option of the City, this meeting will be held either at City Fleet Management Division facilities or at the facilities of the equipment manufacturer; and,
 - (iii) A final review and inspection when each Vehicle, Trailer, or Equipment is considered by the Contractor to be complete. In addition to a complete inspection, City representatives will conduct a full performance test of each Vehicle, Trailer, or Equipment and of all integral systems. The Contractor shall provide all technical information and representatives reasonably required to assist the City in these inspections and shall make available to the City all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the City, this meeting will be held either at City Fleet Management Division facilities or at the Contractor's facilities.

The Contractor shall coordinate arrangements for these meetings with the City Fleet Management Division and the cab and chassis manufacturer, if appropriate, at least three weeks prior to the scheduled meeting. The Contractor shall bear all costs related to participation of its representatives or personnel in these meetings and activities.

- 1.1.2 The City or the Contractor, at any time, may request changes in the specifications or requirements related to a particular Vehicle, Trailer, or Equipment. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:
 - (i) The specific changes to be made;
 - (ii) Changes, if any, in the time for delivery of the Vehicle or Equipment; and,
 - (iii) Changes in the price of the Vehicles or Equipment.
- 1.2 <u>Equipment.</u> The Contractor shall provide associated equipment, accessories and tools as set forth in the RFP and the proposal that may be ordered from time to time by the City. Additional equipment, accessory, and tool offerings shall be an option based on functionality. Manufacturers and models may change from time to time but functionality shall remain the same.

SECTION 2.0 PURCHASE OF PARTS

2.1 The Contractor shall provide such parts for all Vehicles, Trailers, and Equipment as may be ordered from time to time by the City. The Contractor shall provide on-line parts ordering capability, if available, for the City and, upon request, will provide original manufacturer part numbers. All parts ordered by the City shall be delivered FOB to the City Fleet Management Division within twenty-four (24) hours from placement of the order. Delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 10.1; provided, however, the Contractor, in such event, shall promptly provide Notice to the City regarding the details of any such delay so the City can make a final determination regarding responsibility. Long lead time parts or components not reasonable to inventory or fabricated components not reasonable to inventory are examples of orders that may require a longer delivery time. The Contractor shall expedite all such orders as reasonably timely as is possible.

The Contractor shall maintain, at City Fleet Management Division facilities, an 2.2 inventory of certain high volume of use and long lead-time parts for Vehicles and Equipment ("Consignment Parts"). Consignment Parts shall remain the property of the Contractor until use by the City; however, the City, unless otherwise provided herein, shall bear the risk of loss of all Consignment Parts while in the custody of the City. The City, based on information provided by the Contractor, shall be responsible for monitoring the shelf-life and condition of all Consignment Parts. The Contractor, at its cost, shall ensure that Consignment Parts that are used, otherwise withdrawn from stock, are determined to be obsolete, or are identified as being out of date or in an unusable condition are promptly replaced in inventory. This inventory of Consignment Parts will be audited annually for reconciliation purposes. The City agrees to allow the Contractor to use the Consignment Parts for other customer applications, so long as such parts are promptly replaced by the Contractor. The volume of these transactions should not cost the City additional inventory maintenance expenditures.

SECTION 3.0 TERM

The Term of this Contract shall be a period of Five (5) years, commencing on the date set forth in the introductory paragraph, unless earlier terminated in accordance with the terms of this Contract. Such term may be extended for an additional Five (5) year period, subject to mutual agreement of the parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT.

- 4.1 Vehicles, Trailers, and Equipment.
 - 4.1.1 During the Term, the City shall pay the Contractor for each Vehicle, Trailer, and Equipment ordered by the City based upon the Contractor's current pricing at the time a particular order is placed, provided, however, that such price shall not exceed the following:
 - For the current model year, the initial prices as set forth in the Proposal;

- (ii) For subsequent model years, the purchase price paid for such model during the preceding model year plus any price increases from the manufacturer to Contractor, if Contractor submits confirmation of such increase satisfactory to the City, in its discretion to insure the manufacturer is within acceptable industry perimeters; and
- (iii) For any manufacturer, models or associated equipment not quoted in the Proposal, a price to be set by mutual agreement, which shall be no greater than the lowest price offered by the Contractor to any other customer.

The City reserves the right to purchase Vehicles, Trailers, and Equipment from other manufacturer(s) or dealer(s) whenever the City, in its discretion, determines that it is in its best interest to do so.

- 4.1.2 All prices shall be F.O.B. City of Tallahassee, Fleet Management, 400 Dupree Street, Tallahassee, Florida,. In addition to the limitations set forth in Section 4.1.1 above, the prices offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any customer. The City shall have the right to annually review and audit all Contractor contracts and sales records to verify that the Contractor is in compliance with this most favored pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within 30 days of its receipt of such notice, shall pay to the City the applicable price differential for all affected Vehicles, Trailers, and Equipment purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of final acceptance of each affected Vehicle, Trailer, or Equipment through the date of such notice from the City.
- 4.1.3 A standard warranty package (as described in the Proposal) is included in the price of each Vehicle, Trailer, and Equipment. Extended warranties shall be made available to the City at Contractor's cost from the manufacturer.

SECTION 4.2 Parts and Accessories.

The Contractor shall sell to the City all parts and accessories for Vehicles, Trailers, and Equipment in accordance with the pricing structure set forth in the Proposal; which cost may be modified from time to time by mutual agreement as set forth in an amendment. The pricing offered to the City during the term of this Contract shall be no greater than the lowest price offered by the Contractor to any customer. The City shall have the right to annually review and audit all Contractor records to verify that the Contractor is in compliance with this pricing requirement. If the Contractor is found not to be in compliance, the City will notify the Contractor, in writing, of such fact, and the Contractor, within 30 days of its receipt of such notice, shall pay to the City the applicable price differential for all affected parts and associated equipment purchased by the City, plus interest thereon at the rate of six percent (6%), for the period from the date of delivery of the affected parts or associated equipment through the date of such notice from the City. This provision (4.2) is for the City of Tallahassee only and is not intended for inclusion as part of any purchase by any other entity. Other options contained within the proposal shall be made available to other agencies, such as rentals, leasing, maintenance and buyback programs. The availability of such items to other agencies shall be at the discretion of the Contractor.

SECTION 4.3 Payment

- 4.3.1 All Vehicles, Trailers, Equipment, and parts prices shall be F.O.B. City of Tallahassee, Fleet Management Division, 400 Dupree Street, Tallahassee, Florida.
- 4.3.2 All proper invoices shall be paid by the City in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes.
- 4.3.3 In addition to other remedies available under this Contract, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the City pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

- 5.1 The Contractor shall deliver, or shall cause the manufacturer to deliver; all Vehicles, Trailer, and Equipment to the City in accordance with the schedule set forth in the Proposal or such other time period as may be agreed by the parties. The Contractor and the City agree that timely delivery by the Contractor is of the essence of this Contract that the City will suffer damages in the event the Contractor fails to so perform, and that such damages may be difficult to precisely calculate or prove. As a result, the Contractor shall pay to the City, as liquidated damages and not as a penalty, the amount of \$100 per day, or portion thereof, for each day of delay in delivery of each Vehicle, Trailer, and Equipment ordered by the City. Such liquidated damages shall be paid in addition to any other recourse or remedy that may be available to City in the event of such a breach.
- 5.2 The Contractor shall fully assemble, service, and adjust each Vehicle, Trailer, and Equipment prior to delivery and shall demonstrate, to the satisfaction of the City that each delivered Vehicle, Trailer, and Equipment is in perfect mechanical condition. In the event a cab and chassis is shipped to the Contractor's facility for installation of Equipment, or a cab and chassis is provided by the contractor, the inspection and acceptance of that cab and chassis by the City shall be performed at the Contractor's facility under the direction and assistance of the Contractor. An inspection form approved by the City, provided by the cab and chassis manufacturer, will be completed by the Contractor to establish receipt date and condition of each cab and chassis. Upon delivery to the Contractor's facility, the Contractor shall be responsible for, and shall bear all risk of loss and damage to, each vehicle, equipment or accessory until it is delivered to the City at its specified location.
- 5.3 Delivery of a Vehicle, Trailer, or Equipment to the City does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect and test each delivered Vehicle, Trailer, and Equipment to determine whether it meets all specifications and requirements set forth in this Contract, and, within ten (10) days following delivery, the City shall notify the Contractor, in writing, of either its final acceptance of the Vehicle, Trailer, or Equipment or the failure of the Vehicle, Trailer, or Equipment to meet certain specifications and requirements. In the latter

case, the Contractor, within ten (10) days following its receipt of written notice from the City, shall deliver to the City a detailed proposal and schedule for corrective action. If the proposed corrective action is acceptable to the City, the Contractor will be given a written notice to proceed, and a new inspection, testing, and notice process shall commence upon completion of corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the City may refuse the affected Vehicle, Trailer, or Equipment. Contractor shall bear all risk of loss or damage to each Vehicle, Trailer, or Equipment until final acceptance by the City.

- 5.4 With each Vehicle, Trailer, and, Equipment the Contractor shall deliver to the City, in an electronic format or hard copy the following:
 - Up to three (3) copies of the technical and service manuals for the Vehicle, Trailer, or Equipment;
 - (ii) Up to three (3) copies of the parts manual for the Vehicle, Trailer, or Equipment;
 - (iii) One copy of the manufacturer's preventive maintenance schedule; and one copy of the operator's manual; and
 - (iv) The manufacturer's statement of origin, title application, and all warranty documents.
- 5.5 All Vehicles, Trailers, and Equipment delivered to the City shall be owned by the Contractor and shall be delivered free and clear of all liens and security interests of any kind.

SECTION 6.0 INDEMNIFICATIONS.

6.1 The Contractor shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

The Contractor shall, at its sole expense, defend any claim, suit or proceeding 6.2 brought against the City, its official or employees, to the extent such claim, suit or proceeding is based on a claim that any Vehicle, Trailer, or Equipment, or any portion thereof, furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or country county of manufacture, provided that City shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information and assistance in a timely manner for the defense of the same. The Contractor shall indemnify and hold the City, its officials or employees, harmless from and against all costs and damages awarded, and all attorneys' fees incurred or awarded, in any suit or proceeding so defended. The Contractor will not be responsible for any settlement or proceeding made without its prior written approval. In case said Infringing Work is held to constitute an infringement and the use of said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option. either (a) procure for City the right to continue using said Infringing Work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing work, parts or combination thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE

7.1 Prior to commencing work, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

- 7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:
 - (a) Commercial General/Umbrella Liability Insurance \$1,000,000 limit per occurrence for property damage and bodily injury. The certificate of insurance shall state whether the coverage is provided on a claimsmade or preferably on an occurrence basis. The insurance shall include coverage for the following:
 - (i) Premise/Operations
 - (ii) Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - (iii) Products/Completed Operations
 - (iv) Contractual
 - (v) Independent Contractors
 - (vi) Broad Form Property Damage
 - (vii) Personal Injury
 - (b) Business Automobile/Umbrella Liability Insurance \$1,000,000 limit per accident for property damage and personal injury.
 - (i) Owned/Leased Autos
 - (ii) Non-owned Autos
 - (iii) Hired Autos
 - (c) Workers' Compensation and Employers'/Umbrella Liability Insurance -Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for \$1,000,000 per accident.

7.1.2 Other Insurance Provisions

(a) Commercial General Liability and Automobile Liability Coverage

- (i) City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of City. The coverage shall contain no special limitations on the scope of protection afforded to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- (ii) The Contractor insurance coverage shall be primary insurance as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- (iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (b) Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this Contract.

(c) All Coverage

- (i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to City in accordance with this Contract.
- (ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.
- (iii) Alternatively, City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

7.1.3. Deductibles and Self-Insured Retention's

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4. Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

7.1.5. Verification of Coverage

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by City before work commences.

SECTION 8.0 TERMINATION

- 8.1 The City may, by written notice to the Contractor, terminate this Contract in whole or in part, at any time, either for the convenience of City or because of failure of the Contractor to fulfill its obligations. Upon receipt of such notice, the Contractor shall immediately discontinue all work affected (unless the notice directs otherwise).
- 8.2 If the termination is for the convenience of the City, the Contractor shall be paid for each Vehicle, Trailer, and Equipment, all parts, and all accessories delivered and finally accepted as of the effective date of termination.
- 8.3 If the termination is due to the failure of the Contractor to fulfill its obligations under this Contract, the Contractor shall be liable to City for reasonable additional costs incurred by City as a result of such breach.
- 8.4 If, after notice of termination for failure to fulfill its obligations under this Contract, it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of City.

8.5 The rights and remedies of the parties provided in this Section 8 are in addition to any other rights and remedies such party may have at law, in equity, or under this Contract.

SECTION 9.0 WARRANTY AND MAINTENANCE

- 9.1 The Contractor hereby warrants all Vehicles, Trailers, and Equipment as set forth in its Proposal and the individual warranty documents delivered with each item. The Contractor will respond, on-site in Tallahassee, for all warranty repairs within twenty-four (24) hours following notice from the City. Contractor may request an additional twenty-four (24) hours where circumstances prohibit agreed upon response time. The City reserves the right to deny any such requests based on the needs of the City.
- 9.2 Through the manufacturer, the Contractor will make available to the City, at any time during the first thirty (30) days after each Vehicle, Trailer, or Equipment has been placed into service, the option to purchase an extended warranty for such Vehicle, Trailer, or Equipment at the Contractor's cost of such warranty from the manufacturer.
- 9.3 The Contractor shall provide training as provided for in the Proposal. The City prefers to have the Contractor complete all warranty work, and the City shall perform such work only in the event of exigent circumstances. The Contractor, within thirty (30) days of receipt of an invoice therefore, will pay the City for all such warranty work completed by the City in an amount equal to the fully loaded costs for personnel performing such work. At the request of the Contractor, the City will provide documentation of such costs.
- 9.4 The Contractor agrees to place at least one manufacturer-trained technician approved by the City's Superintendent, Fleet Management ("Superintendent"), at the Fleet Management Division facilities at 400 Dupree Street. This technician shall facilitate and expedite both warranty-related work and general repairs, as directed by the Superintendent with respect to all Vehicles, Trailers, and Equipment purchased under this Contract. The Contractor shall process all paper work in conjunction with

warranty-related work or claims. The City shall not be obligated to pay the Contractor for any warranty-related repairs or replacements; however, the Contractor shall be entitled to receive any reimbursement or payment that may be offered by the manufacturer with respect to warranty repairs, replacements, or claims performed or paid by the Contractor. Non-Warranty repairs performed by the Contractor at the City's facility will be billed to the City at \$60.00 per hour at the time repairs are performed, which labor rate shall not increase more than the Contractor's actual cost for such labor for the duration of this Contract. Warranty related activities will be the first responsibility of the technician. In cases where the amount of warranty work does not require 40 hours in a particular week the City shall provide non-warranty assignment. Warranty and non-warranty assignments together shall not be more than 40 hours in any week. This excludes weeks where vacations, holidays or sickness prevents the technician from an actual 40-hour week.

SECTION 10.0 MISCELLANEOUS PROVISIONS

- 10.1 Time shall be of the essence in performance of this Contract; provided, however, that either party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the party claiming such excuse from timely performance.
- 10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.
- 10.3 If written notice to a party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to the Contractor as follows:

Jeffrey H. Haase Environmental Products of Florida, Corp. 2525 Clarcona Rd. Apopka, Florida 32703 And to the City as follows:

City of Tallahassee Fleet Management Division 400 Dupree Street Tallahassee, Florida 32304 Attn: Fleet Superintendent

- 10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the City.
- 10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the City.
- 10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in relation to this Contract shall be placed in a court of competent jurisdiction in Leon County, Florida.
- 10.7 As required by Section 287.133, (2) (a), Florida Statues, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.010 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any

person must notify the City within thirty (30) days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

- 10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either City or Contractor. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Contract and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.
- 10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, sex, marital status or national origin. The Contractor will post a copy of this pledge in a conspicuous place, available to all employees and job applicants and will place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".
- 10.10 Either party shall be excused from timely performance under this Agreement to the extent, but only to the extent, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence on the part of, the party claiming such excuse from timely performance.
- 10.11 The Contractor, if requested by the City, shall repurchase/buy back Vehicles, Trailers, and Equipment as set forth in the Proposal, provided that such Vehicle, Trailer, or Equipment is in good mechanical condition with body damages exceeding \$1,000.00 in repair costs having been repaired to original equipment manufacturer standards. The City and Contractor agree to the repurchase/buy back rates for such

Vehicles, Trailers, and Equipment as set forth in the Proposal (Binder #2). The Contractor's obligation to repurchase/buy back Vehicles, Trailers, and Equipment shall not be contingent on the City's purchasing a replacement unit from the Contractor.

- 10.12 The Contractor shall make Vehicles, Trailers, and Equipment available to other governmental entities on the same terms and conditions as set forth in this Contract. Should any such entity purchase a Vehicle, Trailer, or Equipment on such basis, the Contractor shall report such purchases to the City and, within thirty (30) days following final payment for each such purchase, shall provide payment by check to the City in the amount of 0.75% of the purchase price of such Vehicle, Trailer, and Equipment. This provision shall apply to all purchases initiated during the term of this Agreement, excluding parts and maintenance, even if such purchase continues and payment is received after the expiration of the Term.
- 10.13 The City and Contractor may, at the discretion of the City, participate in, Preventive Maintenance Plans, Full Service Maintenance Plans, Buy-Back Plans, Extended Warranty Plans, Rental Plans or Leasing Plans as set forth in the proposal or by mutual agreement. The City reserves the right to participate in any programs or incentives that may become available through the Contractor or manufacturer, which in the opinion of the City, would be in its best interest.
- 10.14 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof. City and Contractor, by mutual agreement, may change or amend the terms and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.
- 10.15 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties.

10.16 It is the intent of the Parties that any provision of this Agreement that, by its terms or by any reasonable interpretation thereof, is intended to survive termination (whether by expiration, default, extinguishment or otherwise) of this Agreement, including indemnity obligations, will do so.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

Attest:

James O. Cooke, IV City Treasurer-Clerk

Approved as to form:

City Attorney

CITY OF TALLAHASSEE

Andre Libroth

Manager for Procurement Services

Witness as to Contractor

Witness as to Contractor

ENVIRONMENTAL PRODUCTS OF FLORIDA CORPORATION

Name JEFFREY H. HAASE

Title PRECIDENT



2-22-17

Mr. Jeff Shepard
City of Tallahassee
Fleet Management
400 Dupree Street
Tallahassee, FL 32304
Via Email: jeff.shepard@talgov.com

Ref: Contract #3708

Dear Jeff:

The purpose of this correspondence is to request a name change on contract to Environmental Products Group Inc., dba Environmental Products of Florida. The FEIN 59-3757718 stayed the same.

Attached are the documents verifying change from the State of Florida.

If there are any questions, please feel free to contact me.

Sincerely

Jeff Haase President 407-798-0004 352-427-6621 Cell jhaase@myepg.com

PC Eddie.tyer@talgov.com
Angela.baldwin@talgov.com
Terry.lowe@talgov.com
jmiller@myepg.com

CORPORATE

2525 Clarcona Rd. Npopka, Fl 32703 2:407.798.0004 2:407.798.0013

EERFIELD BEACH

907 SW 43rd Terrace Deerfield Boh, FL 33442 P: 954.518.9923 P: 954.518.9926

TLANTA

410 Wendell Dr SW tlanta, GA 30336 : 404.693.9700 : 404.693.9690



January 21, 2021

Via email:

Christopher Haase chaase@myepg.com Environmental Products Group 2525 Clarcona Rd. Apopka, Fl. 32703

Re: Extension Letter - Contract No. 3708

RFP No. 0096-15-KM-RC - Purchase of Equipment used for Cleaning, Maintenance and Repair of Street, Sewer, Storm Water and Similar Systems

Mr. Haase:

The above referenced contract will expire April 6, 2021. As such, this letter shall serve as the City of Tallahassee's formal notice to extend the above referenced contract for the period April 7, 2021 through April 6, 2026.

Per City records, your certificate of insurance (COI) has expired. Per Section 5 no work shall be performed against subject master contract until a valid COI has been received and the City approves all required minimum insurance coverage, as required by said contract. Therefore, please submit the required certificate of insurance (COI) to cover the remainder of the extended period. Indicate the contract number on all future insurance certificates for reference purposes. NOTE: PER THE CONTRACT TERMS THE CITY OF TALLAHASSEE MUST BE NAMED AN ADDITIONAL INSURED ON THE COI. The COI may be

faxed to (850) 891-8177;

emailed to Cindy.Dickinson@talgov.com; or

mailed to: Treasurer Clerk Office/Contracts Division

300 S. Adams Street, Mail Box A-31

Tallahassee, FL 32301

Please indicate your firm's acceptance of this extension by signing and dating below and returning this letter via AdobeSign. The City looks forward to continuing its excellent working relationship with your firm. Should you have any questions please contact Keith Milton at keith.milton@talgov.com, or telephone (850) 694-7001.

Sincerely,

Veronica McCrackin

Manager for Procurement Services

ACCEPTANCE OF CONTRACT EXTENSION

Signature

Name (Type or Printed)

Date

Christopher Haase

01/25/2021

CJCV HALL 300 South Adams Street Tallahassee, FL 32301-1731 HSI-ROI-2000 TOO: 711 * Talgarcatin JOHNS E. DAILEY Mayor

City Manager

Mayor Pro Tem IEESE GOAD - CASSANDRA K

CASSANDRA K. JACKSON Cay Assumpty

REPORT MATLOW

JACQUELINE*JACK* PORTER
Commissioner

JAMES O. COOKE, IV Cay Treasures Clerk CURIS BEHARDSON Commissioner

DENNIS R/SUTTON City Auditor DEANNE WILLIAMS-ECX/