



FINANCE AND AUDIT COMMITTEE MEETING MINUTES

April 3, 2018

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
3:30 PM

PUBLIC COMMENTS

Chairman Cella opened the public comment period.

James Otto, 2904 Highway 21, Middleburg, Florida, discussed football in schools, a prior BCC meeting, mental illness needs, gun control, and a desire to speak on every agenda item.

Chairman Cella closed the public comment period.

1. CCSO Letter of Instrumentality for Application with Wal-Mart Foundation
Approve and sign the Clay County Sheriff's Office (CCSO) Letter of Instrumentality. This letter is required to verify the CCSO with the Wal-Mart Foundation. Upon verification, the agency can access the application and seek grant funding for the purchase of Automated External Defibrillators (AEDs). We intend to apply for the Community Grant in the amount of \$5,000.00. Funding Source: Not Applicable (E. Gann)

After discussion, Commissioner Mike Cella moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go before the Board on the April 10th Consent Agenda.

2. Cision US, Inc. Agreement for Public Relations/Social Media Software
Approval of advance payment and the Agreement with Cision US, Inc. for public relations/social media software to boost the tourism marketing reach, for a term of two years, at the cost of \$9,800.00 per year for a two year total of \$19,600.00. Funding Source: 109-1910-531000 (Tourism Development Fund / Tourism / Professional Services) (K. Morgan)

After discussion, Commissioner Mike Cella moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go

before the Board on the April 10th Consent Agenda.

3. YMCA of Florida's First Coast, Inc. - Camp Chowenwaw Summer Camp Operation Agreement

Approval of the Agreement with YMCA of Florida's First Coast, Inc., for the operation of summer camp at Camp Chowenwaw, for the term of May 1, 2018 - October 31, 2018. Anticipated revenue is \$2,805.00. Funding Source: Not Applicable (J. Householder)

After discussion, Commissioner Mike Cella moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go before the Board on the April 10th Consent Agenda.

4. LSA Sales Lease Agreement - First Renewal - Knight Boat Ramp

Discussion of the First Renewal to Lease Agreement #14/15-103 with LSA Sales, LLC, regarding Knight Boat Ramp, for a period of one year. This is a revenue generating lease. Funding Source: Not Applicable (J. Householder)

After discussion, Commissioner Mike Cella moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, to pull for full Board discussion at a future BCC meeting.

5. Bid #17/18-16, SHIP Rehabilitation Project - Forman Circle

Approval to post notice of intent and award Bid #17/18-16, SHIP Rehabilitation Project - Forman Circle to Bartram Construction Services, LLC in the amount of \$26,975.00. Approval will be effective after 72 hour bid protest period has expired assuming no protest are received. Funding Source: 116-0110-549800 (SHIP Program Fund / SHIP Program Activities / Program Services) (C. Stewart)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the April 10th Consent Agenda.

6. Contingency Transfer for Indigent Burial

Approval to transfer from the General Fund's contingency reserves (001-9900-599100) in the amount of \$30,750.00 to cover Indigent Burials through end of FY 17-18. Funding Source: 001-9900-599100 (General Fund Reserve for Contingency) (K. Thomas)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the April 10th Consent Agenda.

7. AT&T Add-On #9 to Agreement No. 11/12-130 (Network Services)

Approval of Add-On #9 to Agreement No. 11/12-130, with AT&T (an

approved future sole source provider) for network services, for a term of three years, at the total three year cost of \$466,920.00. Funding Source: 001-0107-541100 (General Fund / MIS / Telecommunications) (T. Nagle)

After discussion, Commissioner Mike Cella moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, to pull for full Board discussion at the April 10th BCC meeting.

8. Resolution Adding the County Road Cheswick Oaks Avenue Extension to the Concurrency Management System

Approval of Resolution pertaining to the Credit Agreement between the County and Dream Finders Homes LLC for the construction of the Cheswick Oaks Avenue Extension. Funding Source: Not Applicable (C. Grimm)

After discussion, Commissioner Mike Cella moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, to pull for full Board discussion at the April 10th BCC meeting.

9. Road Construction Impact Fee Credit Agreement with Dream Finders Homes LLC

Approval of Credit Agreement which is in connection with the Cheswick Oaks Avenue Extension. The Credit Agreement is subject to staff verification of the amount of credit due based on the valuation methodology in the Impact Fee Ordinance and also the inclusion of the Cheswick Oaks Avenue Extension in the 5 Year Transportation Capital Improvement Plan contained in the Capital Improvement Element of the Comprehensive Plan. Exhibits B and C to the Credit Agreement are not complete and will be provided at the committee meeting. Funding Source: Not applicable (C. Grimm)

After discussion, Commissioner Mike Cella moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, to pull for full Board discussion at the April 10th BCC meeting.

10. Amendment to the Capital Improvement Element of the Capital Improvement Program (CIP)

Approval of ordinance amending the Capital Improvement Elements of the Board's Capital Improvement Program. Funding Source: Various Capital Improvement Projects Fund Accounts (C. Meng)

After discussion, Commissioner Mike Cella moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, to pull for full Board discussion at the April 10th BCC meeting.

11. First Amendment to Agreement/Contract #17/18-28

Approval of the First Amendment to Agreement/Contract #17/18-28. The sole purpose of this First Amendment to Agreement/Contract #17/18-28 is to change the name of the Vendor in the original contract from PST Services, LLC to Change Healthcare Technology Enabled Services, LLC. In all other aspects, Agreement/Contract #17/18-28 remains the same, as stated in numbered Paragraph 2 of the First Amendment. Funding Source: N/A (C. Meng)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the April 10th Consent Agenda.

12. Second Amendment to Agreement/Contract #17/18-28

Approval of the Second Amendment to Agreement/Contract #17/18-28. The purpose of the Second Amendment is to reflect the County's selection of the add on option provided in Ex. H, Section 1.3, of the Agreement for Change Healthcare Technology Enabled Services, LLC, formerly known as PST Services, LLC, to provide an on-site billing company liaison and provide the Statement of Work for the liaison. Funding Source: 001-0201-534600 (General Fund - Finance - Temp Labor/Bill/Coll/Mgmt) (C. Meng)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, approval to go before the Board on the April 10th Consent Agenda.

13. Safety and Education Articulation Interlocal Agreement

Approval of the Safety and Education Articulation Interlocal Agreement with the School Board of Clay County and the Clay County Sheriff's Office, for maintaining safe schools and certain educational resource services, for the period of October 1, 2017 - September 30, 2018, with revenue of \$530,500.00. Funding Source: 102-102-337201 (Revenue Account) (K. Thomas)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Mike Cella, and Carried 2 - 0, to pull for full Board discussion at the April 10th BCC meeting.

COUNTY MANAGER/CLERK OF THE BOARD

14. County Project Update

Update on County projects.

Prior to the project updates, County Manager Kopelousos asked to waive the Purchasing Policy and bring the Funding Agreement for Camp

Chowenwaw directly to the Board at the April 10th BCC meeting due to time constraints.

After discussion, Commissioner Mike Cella moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, to place the item directly on the April 10th BCC meeting agenda.

Following this item, County Manager Kopelousos presented an update on County projects.

After the project updates, Chairman Cella asked for clarification on a few items and an addition to the project list.

There being no further business, the meeting was adjourned at 4:15 P.M.

Attest:

Committee Chairman

Recording Secretary



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 3 3:30 PM

TO: Finance & Audit Committee

DATE: 3/8/2018

FROM: Elise Gann

SUBJECT:

Approve and sign the Clay County Sheriff's Office (CCSO) Letter of Instrumentality. This letter is required to verify the CCSO with the Wal-Mart Foundation. Upon verification, the agency can access the application and seek grant funding for the purchase of Automated External Defibrillators (AEDs). We intend to apply for the Community Grant in the amount of \$5,000.00. Funding Source: Not Applicable (E. Gann)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The goal of Clay County Sheriff's Office is to have each vehicle equipped with these life saving devices. The Wal-Mart Foundation requires that the agency submit a letter stating it has permission from it' governing body to apply for funding.

Is Funding Required (Yes/No):

No

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

No

Funding Source: Not Applicable

Sole Source (Yes\No):

No

Advanced Payment (Yes\No):

No

ATTACHMENTS:

Description

- ▢ [CCSO Memo - LOI Request for Walmart Grant.pdf](#)
- ▢ [CCSO Walmart Grant - Letter of Instrumentality](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Russ, Stephanie	Approved	3/28/2018 - 11:43 AM	
County Manager	Kopelousos, Stephanie	Approved	3/29/2018 - 8:23 AM	

MEMORANDUM

TO: Finance & Audit Committee
FROM: Charlie D. Clift, Grant Administrator
FOR: Elise Gann, Senior Executive of Finance and Strategic Planning
DATE: April 3rd Agenda Item
RE: Letter of Instrumentality



****REQUESTED ACTION:** Approve and sign our Letter of Instrumentality. This letter is required to verify our agency with the Wal-Mart foundation, upon verification we can access the application and seek grant funding for the purchase of Automated External Defibrillators (AEDs). We intend to apply for the Community Grant in the amount of \$5,000.

BACKGROUND: The goal of Clay County Sheriff's Office is to have each vehicle equipped with these life saving devices. The Wal-Mart Foundation requires that we submit a letter stating we have permission from our governing body to apply for funding.

AGREEMENT TERM: NA

COST: NA

FUNDING SOURCE(S): NA

STAFF REVIEW COMMENTS: NA

ADVANCE PAYMENT REQUIRED: N/A

SOLE SOURCE: NA



**Board of County
Commissioners**

Address:

P.O. Box 1366
Green Cove Springs, FL
32043

Phone: 904-269-6352
904-284-6352

Fax: 904-278-4731

County Manager
S.C. Kopelousos

Commissioners:

Mike Cella
District 1

Wayne Bolla
District 2

Diane Hutchings
District 3

Gavin Rollins
District 4

Gayward F. Hendry
District 5

www.claycountygov.com



March 6, 2018

To Whom it May Concern:

This letter is to verify that the Clay County Board of County Commissioners is a certified agency recognized by the State of Florida. The Board of County Commissioners is the law-making body of the county operating under the Home Rule charter since 1991.

The Clay County Board of County Commissioners authorizes the Clay County Sheriff's Office to apply for funding from Wal-Mart and the Wal-Mart Foundation for the betterment of the community.

Sincerely,

Gavin Rollins, Chairman
Clay County Board of County Commissioners



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 3 3:30 PM

TO: Finance and Audit Committee

DATE: 3/23/2018

FROM: Administrative and Contractual Services

SUBJECT: Approval of advance payment and the Agreement with Cision US, Inc. for public relations/social media software to boost the tourism marketing reach, for a term of two years, at the cost of \$9,800.00 per year for a two year total of \$19,600.00. Funding Source: 109-1910-531000 (Tourism Development Fund / Tourism / Professional Services) (K. Morgan)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

To provide access to a database of journalists, bloggers and freelance writers to whom we can pitch Clay County tourism related stories and topics.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted (Yes/No/N/A):

Yes

Funding Source: Tourism Development Fund / Tourism / Professional Services

Account # 109-1910-531000 Amount - \$19,600.00

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

Yes

Planning Requirements:

Public Hearing Required (Yes/No):

No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ☐ [MIS Sign-Off](#)
- ☐ [Backup #1](#)
- ☐ [Backup #2](#)
- ☐ [Backup #3](#)
- ☐ [Cision Agreement](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	3/28/2018 - 3:25 PM	
	Kopelousos, Stephanie	Approved	3/29/2018 - 8:23 AM	

Daniel Littles

From: Troy Nagle
Sent: Friday, October 27, 2017 7:17 AM
To: Daniel Littles
Subject: RE: Contract Review-Cision

I have looked this over and I have not concerns with the document. I do need to discuss the management of the platform with Kimberly but that is more of an internal discussion.

Thanks

Troy Nagle

Information Services Director\911 Coordinator

From: Daniel Littles
Sent: Thursday, October 26, 2017 4:00 PM
To: Troy Nagle <Troy.Nagle@claycountygov.com>
Subject: Contract Review-Cision

Troy,

The attached document regarding software was presented to this office for staff review today. It would appear that it was not ran by you. Could you provide comment (if any) at your earliest convenience? I would like to have your comment(s) prior to forwarding this to the remainder of the review team. Thanks.

Daniel Littles, Jr., BS/BM
Contracts Coordinator
Purchasing Division
Clay County Board of County Commissioners
P.O. Box 1366
Green Cove Springs, FL 32043
(904)284-6388
Daniel.Littles@claycountygov.com

2017-18 Proposed TDC Budget

Account #	Account Name	Approved FY 17-18 Budget	Proposed Budget w/ 5% TDT
512000	Regular Salaries	\$74,701	\$74,701
521000	FICA Taxes	\$5,715	\$5,715
522000	Retirement Contributions	\$5,963	\$5,963
523000	Health Insurance	\$17,828	\$17,828
523100	Life Insurance	\$52	\$52
523200	Dental Insurance	\$194	\$194
531000	Professional Services	\$47,400	\$72,400
	Public Relations Software	\$12,000	\$12,000
	Event Coordination Contract	\$12,000	\$12,000
	Research	\$8,400	\$8,400
	Digital Content	\$15,000	\$15,000
	Video/Photography		\$25,000
534500	Administrative Expense (3%)	\$12,104	\$20,000
540000	Travel and Per Diem	\$5,250	\$5,250
	FADMO Marketing Summit (May)	\$1,500	\$1,500
	FADMO Annual Meeting (Dec)	\$1,500	\$1,500
	Governor's Conf on Tourism (Sept)	\$1,500	\$1,500
	FL Tourism Day	\$500	\$500
	Clay Day	\$250	\$250
541100	Telephone/Communications	\$600	\$600
541200	Postage & Freight	\$200	\$200
546100	Repairs & Maintenance	\$0	\$0
547000	Printing & Binding	\$1,500	\$1,500
548000	Promotional Activities	\$10,500	\$10,500
	Community Events	\$500	\$500
	County Sponsored Events	\$10,000	\$10,000
548003	Thrasher-Horne Center for the Arts	\$125,000	\$125,000
548004	Tourism Advertising/Marketing	\$7,600	\$7,600
	Visitors Guide	\$1,600	\$1,600
	NCAA Golf Championship Co-op Ad	\$2,500	\$2,500
	Outdoor Travel Writers Assn	\$3,500	\$3,500
548006	FL First Coast of Golf	\$25,500	\$25,500
548007	Digital Marketing Campaign	\$40,000	\$40,000
548008	Familiarization Tours	\$10,000	\$10,000
548005	Reimbursement Grants	\$122,000	\$126,500
	Signature Events	\$100,000	\$100,000
	Special Events	\$22,000	\$26,500
549200	Legal Advertising	\$200	\$200
549300	Training & Certification	\$2,500	\$2,500
549999	Tax Collector Commission	\$13,000	\$20,000

551000	Office Supplies	\$500	\$500
552000	Operating Supplies	\$100	\$100
552300	Food	\$2,000	\$2,000
554000	Books, Publications, Dues, Membership	\$6,850	\$6,850
	FADMO Dues	\$1,425	\$1,425
	VISIT FLORIDA Dues	\$400	\$400
	Hotel Forecasting/Reporting Tools	\$2,000	\$2,000
	FL Humanities Council	\$125	\$125
	YMRC (Your Military Reunion Connection)	\$1,400	\$1,400
	Southeast Tourism Society	\$700	\$700
	Visit Jacksonville	\$800	\$800
563000	Infrastructure	\$0	\$0
564200	M&E - Non-Capitalized	\$500	\$500
580100	Product Development	\$56,132	\$362,042
	Total	\$593,889	\$944,195

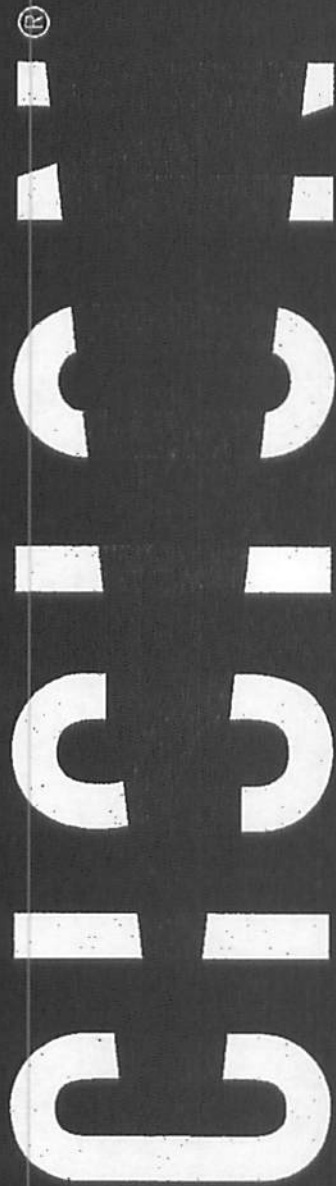
Expenses within the line item

Budget Breakdown - 5% TDT	Budget %
Destination Marketing/Tourism Operations	35.02%
Sponsorship	13.24%
Event Grants	13.40%
Product Development	38.34%
Total	100.00%

Budget Breakdown - 3% TDT	Budget %
Destination Marketing/Tourism Operations	48.96%
Sponsorship	21.05%
Event Grants	20.54%
Product Development	9.45%
Total	100.00%

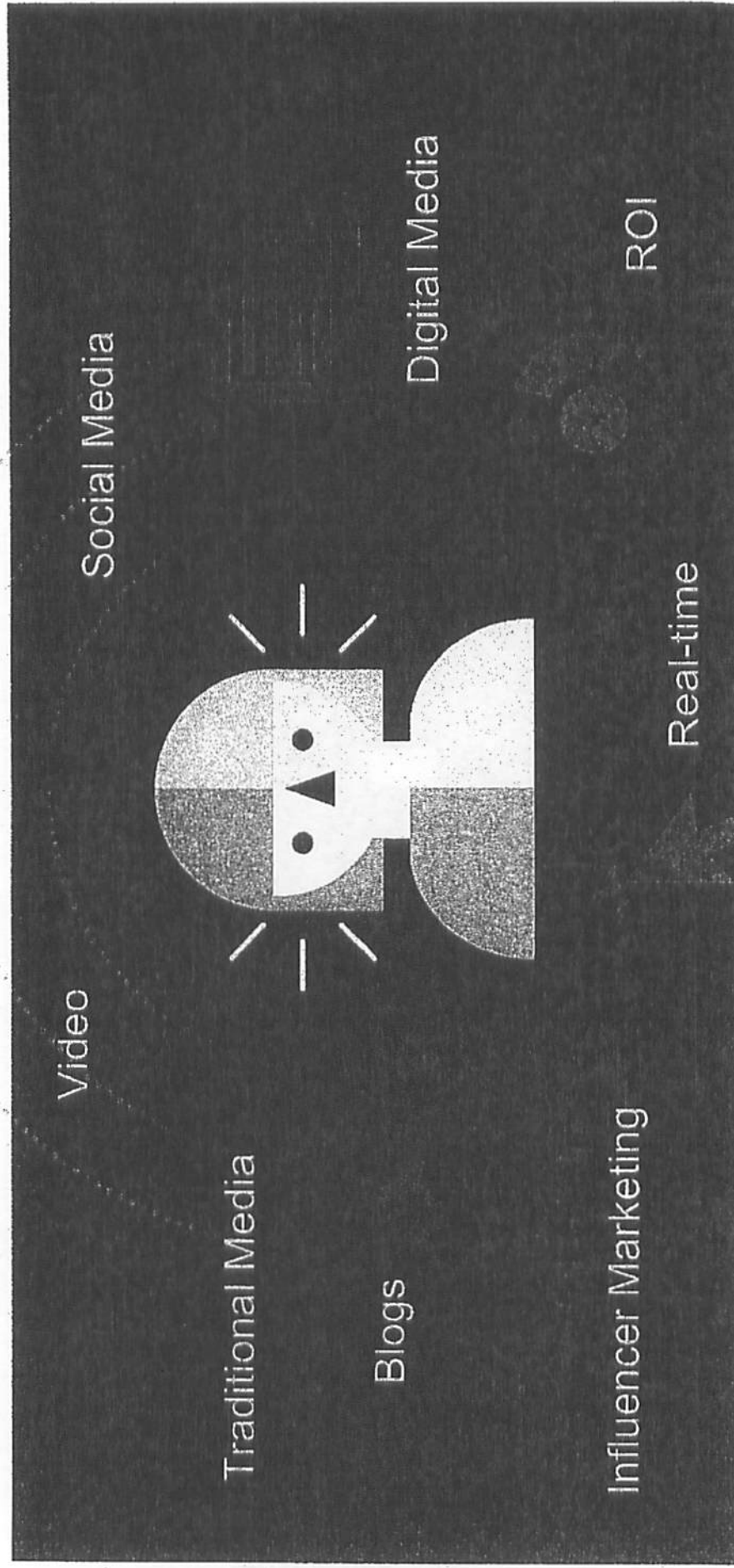
PR Software Comparison

[illegible]



Cision Communications Cloud
First & Only All-In-One Communications Platform

Keep Up With the Changing Comms Landscape



Prove Impact Using Metrics That Matter

81%

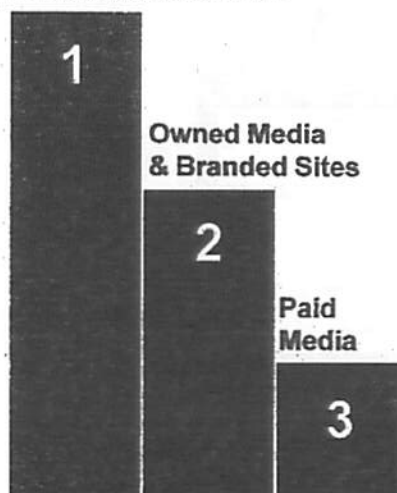
Of Senior Marketers Believe
Earned Media is More
Effective Than Paid Media

80+%

Of Consumers Trust
Earned Media More Than
Owned and Paid Media

Earned media gains trust, but misses out on budget.

Earned Media
& Recommendations



Consumer Trust

Paid
Media

Owned Media
& Branded Sites

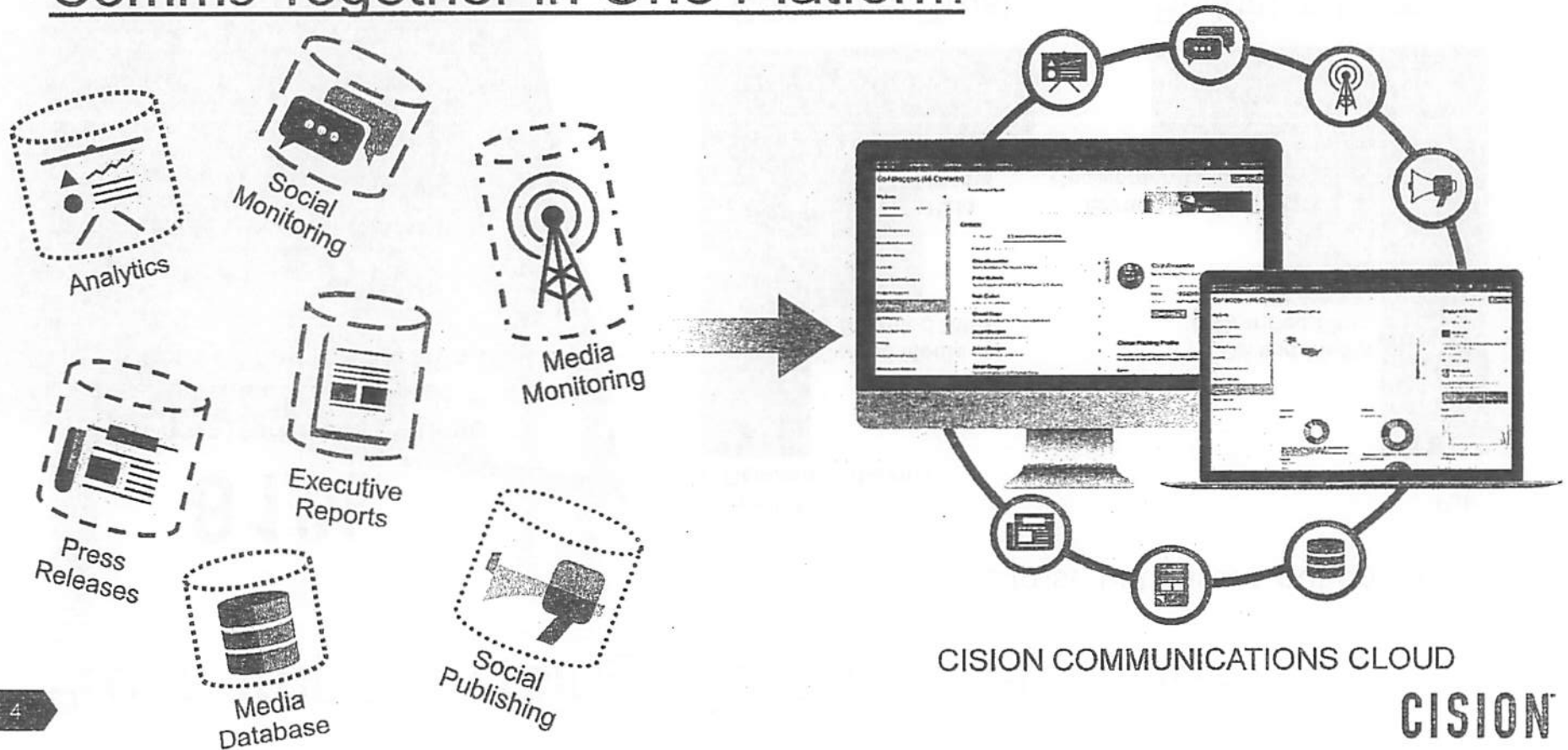
Earned Media &
Recommendations

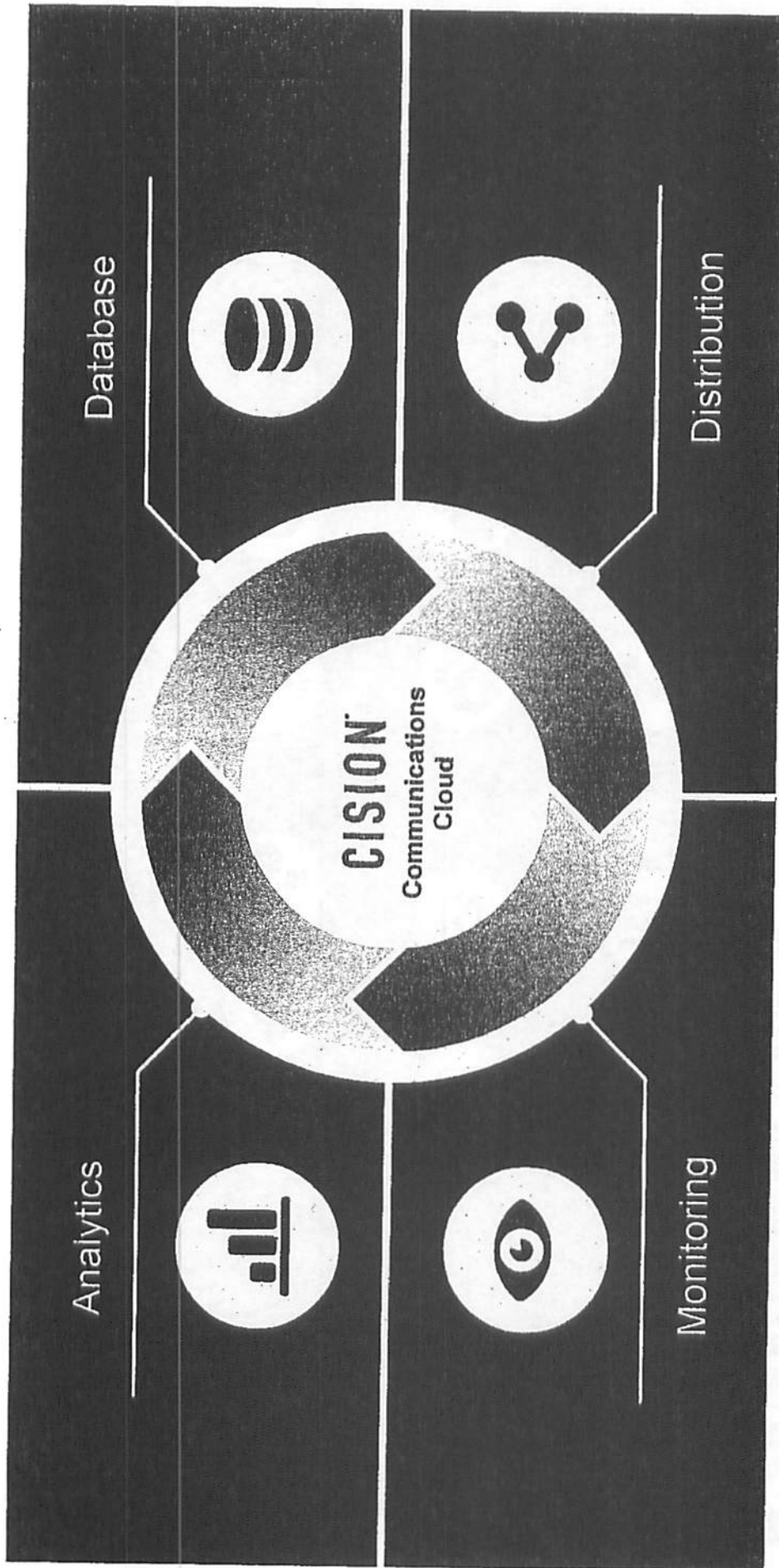


Budget to Increase

CISION

Cision is Completely Unique in that we Bring All of Comms Together in One Platform





CISION

CISION

CISION
COMMS CLOUD

CISION
CONNECT

CISION
INTELLIGENCE

IDENTIFY
INFLUENCERS



Discovery



Influencer
Graph



PR Newswire



Campaigns



MarTech
Integrations



Audience
Data



Data
Partners



AdTech
Integrations



Briefings



Influencer
Analysis



Analytics



Coverage



Impact



Web
Analytics



Attribution



Media
Analysis

CRAFT
CAMPAIGNS

ATTRIBUTE
VALUE

Why Cision is the Most Comprehensive & Only Complete End-to-End Communications Software Solution



Comprehensive

One native platform for contacts, workflow, distribution and reporting



Targeted

Tie influencers to individual customer behavior



Actionable

Advanced analytics help you evolve your programs in real-time



Insightful

Human analysis augments use of technology and measurement



Aligned

Integrate your paid and owned marketing channels



Committed

Nearly \$2B in M&A and more than \$600M in revenue

CISION®

Power Your Story.

PROPOSAL FOR:



SEPTEMBER 21ST, 2017

PRICING VALID UNTIL OCTOBER 20TH, 2017

Cision Contact:

Rob Vickerman
Business Development Manager
Tel: (312) 873-6685
Robert.Vickerman@cision.com

CISION

Cision is a leading global media intelligence company, serving the complete workflow of today's communications, social media and content marketing professionals. Offering the industry's most comprehensive PR and social software, rich analytics and a Global Insights team, Cision enables clients to improve their marketing and strengthen data-driven decision making. Cision also represents the Gorkana Group, PRWeb, Help a Reporter Out (HARO) and iContact brands. Headquartered in Chicago, Cision has over 100,000 customers worldwide and maintains offices in Canada, U.K., France, Germany, Portugal, Sweden, Finland and China.

WHY COMPANIES CHOOSE CISION

- Find more publicity opportunities and connect with influencers who can best tell your stories
- Better understand your corporate reputation and the impact of your PR efforts, which gives direction for future communications strategies
- Expand your network by creating targeted media lists, sourced from Cision's industry leading database
- Combine traditional and social media coverage with one comprehensive solution, giving you a complete picture of your brand's reputation and competitive landscape
- Cision provides organizations with the tools to easily monitor millions of sources and gives them the licensing rights and analytics to share results
- Better understand what is impacting your brand's health as you work hand-in-hand with Cision's industry analysts to form baselines and key performance indicators
- Discover unmet needs and find new market opportunities by identifying changing trends across multiple traditional and social media channels

"Cision's user-friendly interface, top-notch customer service and up-to-date media contact information is the reason why it's been bookmarked on my toolbar (next to The New York Times) since I started my PR career back in 2005. Cision is the PR Bible and an invaluable co-worker in the ever-changing media landscape."

*Dave Blodgett, Senior Account Manager,
HL Group*

THE RECOMMENDATION – CISION INFLUENCER AND MONITORING PACKAGE

The package includes access for 1 concurrent user and up to 500MB of storage. Additional users and storage can be added on to your package.

Premium Media Database: North America

Access to our North American media contacts, outlets and editorial opportunities for one concurrent user. The package includes, premium pitching tips, biographical information, audience topics of interest, activity and project tracking, and analytics, to enable you to manage all aspects of your media campaigns.

3 MILLION ↑

UPDATES ANNUALLY

1.6 MILLION

OUTLETS, INFLUENCERS,
& OPPORTUNITIES



● 350K+ GLOBAL OUTLETS

● 850K+ GLOBAL CONTACTS

Influencer Searching

Coupled with Cision's highest quality and most comprehensive media database, Influencer Search for social media and news, discovers top influencers engaged in niche conversations using state-of-the-art real-time listening and engagement capabilities. Better target traditional and social media influencer with access to 300,000 social profiles.

Email Campaign Tracking

Track reader interaction statistics and automated activity tracking of your email campaigns.

Customize your emails with personalized text or HTML mailing with a contact's name, title, outlet and more—and designate your sender name and reply address.

We make sure we stay on the whitelist so you don't have to worry. Our email distribution service complies with stringent regulations, including CAN-SPAM guidelines. Reach broader audiences by leveraging the industry's most comprehensive global media database to find out how and when contacts want to hear from you.

News OnDemand: Online & LexisNexis Print Monitoring North America

Coverage of nearly 10,000 North American print sources of newspapers, magazines, trade/business journals and newsletters from the LexisNexis library as well as tens of thousands of North American news websites. The package includes unlimited hits and search terms.

Cision and LexisNexis formed a strategic alliance to give you a competitive edge with access to news content of print sources such as newspapers, magazines, trade/business journals, and newsletters. We give you access to an extensive archive of LexisNexis content to monitor and analyze the news coverage that matters most to you. Search LexisNexis articles and quickly understand what's being said about your organization, brands, and competitors, on virtually any topic across the globe.



MONITOR
METRICS



SCAN
BRAND
MENTIONS

Social Media Monitoring

Monitor millions of blogs, social media sites and Twitter. Package includes up to 120,000 results per year.

Learn who is talking about your brand and transform one-sided mentions into conversations and relationships. With one click, find quality content you can share with your audience via multiple social networks. Monitor all forms of social media—including more than 150 million blogs, social networking sites, forums, opinion sites and more—from a single dashboard. Rank top tweeters and bloggers by their number of followers, retweets, blog comments and activity volume.

Identify the social conversations and influencers that impact your brand.

- Turn mentions into relationships by monitoring and engaging with authors of 150 million digital platforms.
- Demonstrate ROI for viral elements of your stories with publicity values for each post.
- Gauge sentiment and use integrated charts to show the impact of brand mentions across media.

Broadcast Monitoring: US

Monitor the closed-caption text from national and cable news television programs as well as local coverage in US markets. Receive video snippets of your coverage with tools to easily edit, download and share coverage.

Media Monitoring Reporting

Reporting includes charting and analytics that allow you to analyze news based on custom categories including company, message, product, spokespeople or brand

ANNUAL PRICING SCHEDULE

Cision Communications Cloud – All Inclusive

2 Seats – 10 Logins

- Access to 800,000+ North America Media Contact Profiles
- Premium Pitching Profiles (Preferred Contact Methods and Pet Peeves)
- 325k Editorial Opportunities/Calendars
- Influencer Search
- Email Campaign Tracking (Read/Open Rate + Click Activity)
- Unlimited email distributions
- CRM Tool (Tracks Interactions with Media Contacts and upcoming tasks/appointments)
- LexisNexis – Print Monitoring
- News OnDemand: Online Monitoring
- Social Media Monitoring (Twitter, Facebook, Instagram, & YouTube)
- NewsForward Email Reports
- Automated Reporting tools
- Sentiment Analysis
- Standard Analytics + Competitive Analysis (1 Competitive Mindshare Chart Included)
- Google Analytics Integration
- Dedicated Account Manager & Implementation Specialists
- First-time User Complimentary Training Package

Total Annual Price	\$11,800
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Circumstantial Discount	-\$1,000
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2 YEAR AGREEMENT PER YEAR	\$10,800
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3 YEAR AGREEMENT PER YEAR	\$9,800
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OPTIONAL ADD-ONS

International Database (Additional 800,000 International Media Contacts)	\$1,500
--------------------------------------------------------------------------	---------

Broadcast Monitoring (Plus 10 Broadcast Downloads per Month)	\$2,200
--------------------------------------------------------------	---------

3 National PR Newswire Releases (List Price of \$2,415)	\$2,000
---------------------------------------------------------	---------

Additional Seat (Plus 5 More Unique Log-Ins)	\$1,125
----------------------------------------------	---------

Meltwater

- Harvesting FB calendar & Businesses (in house)
- website design (

Meltwater -

- monitor {
- traditional jobs
 - social platforms
 - blogs, etc

GSA schedule

Revs - active to 2009 to compare

Pinellas, Lake, Miami/Dade

Twitter searches / keywords

- social echo & reach

- Export to Excel

- fully mobile app

Reporting -

dashboard

{ Office in FL
DMOs not mgl

Bundle - \$25k/yr

PR insight - exec reporting

- fully integrated

500 million social infl.

Traditional -

" Can search based on recent content

" PR detection platform - readership stat
can export for public record

Influencer score - followers & influence
true reach can see who is going
acting



Meltwater
Outside Insight

MELTWATER SERVICES

Prepared for Clay County Tourism

Meltwater Contact:

Kendrick Gorodisher | (404) 220-7130

Senior Sales Manager

kendrick@meltwater.com

Meltwater at a Glance



03 MILLION
editorial documents
tracked daily



50+ OFFICES
across 25 different
countries



08 YEARS
of editorial content
on-demand from '09



28 THOUSAND
clients in 121
different countries

Additional resources:

Click here to visit [G2 Crowd](#).

See Meltwater [Case Studies here](#).

 **Meltwater**
Outside Insight

How is Meltwater Different?

- World's largest source base with 3 million news articles tracked daily
- Unparalleled social listening across 17 different social platforms
- Unlimited ad-hoc searches with eight years worth of content
- Unlimited results & keywords & the ability to search by case sensitivity
- Uncapped press release distribution & email analytics
- Simultaneous user access at no additional cost
- Newsletter tool that sends branded templates to predefined groups
- Keyword Search for influencers
- A modern mobile application, with realtime alerts
- API connections for over 750 different applications
- Report builder that generates branded insights & commentary
- Localized support across the globe from our Client Success division



//CODiE//
2017 SIIA CODiE FINALIST



Best Media and Influencer Targeting Software

Best Media Monitoring Software

- g2crowd.com/categories/media-monitoring

 **Meltwater**
Outside Insight

28,000 Clients globally and counting





I use the daily reports to quickly share top mentions on our intranet.

When I see something cool I can say, "Insider Global wrote an article about our event, that's awesome. Here is the link!" It's my way of keeping everyone in the know.

Becky Morris
Muhammad Ali Center
Communications Manager

The most important aspect is the ability to share information quickly. I need the right information to be there for me, and I need to be able to quickly share it and move on to the next task. That's what Meltwater has enabled me to do. Now, I just click and share online."

Buffy Lockette

Jacksonville State University
Director of PR



We've got our coverage streaming onto a corporate blog automatically through Meltwater's newsfeed.

This keeps our company up to date which everyone loves.

Morgan Painter
Go Go
Communications Manager

What our clients say about Meltwater

Our 28,000 customers find insights around every corner.

Read more Meltwater case studies at www.meltwater.com/case-studies/



Meltwater Recent Acquisitions



- Hong Kong based social media analytics platform
- Delivers highly-localized Asian social content such as: Sina Weibo, Tencent Weibo, Youku, WeChat, LINE, Tudou, Tieba
- Expanded social reporting and benchmarking capabilities.

Wrapidity

- Artificial Intelligence (AI) spinout from Oxford University
- Uses breakthrough technology to automate data extraction from content on the web
- Wrapidity's underlying technology will help Meltwater to improve and scale our industry-leading analytics software

ENCOREALERT

- Virginia-based SaaS platform that used artificial intelligence to sift through online information 24/7
- Their proprietary algorithm to sort through billions of social posts —24/7— to identify trends, track interactions with important influencers, and arm users with critical industry intelligence.

Infomart

- Media monitoring division of Canadian newsmedia company Postmedia Network Inc.
- Further expands our company's media intelligence capabilities in North America

Meltwater Platform

MEDIA INTELLIGENCE, IN REAL TIME!

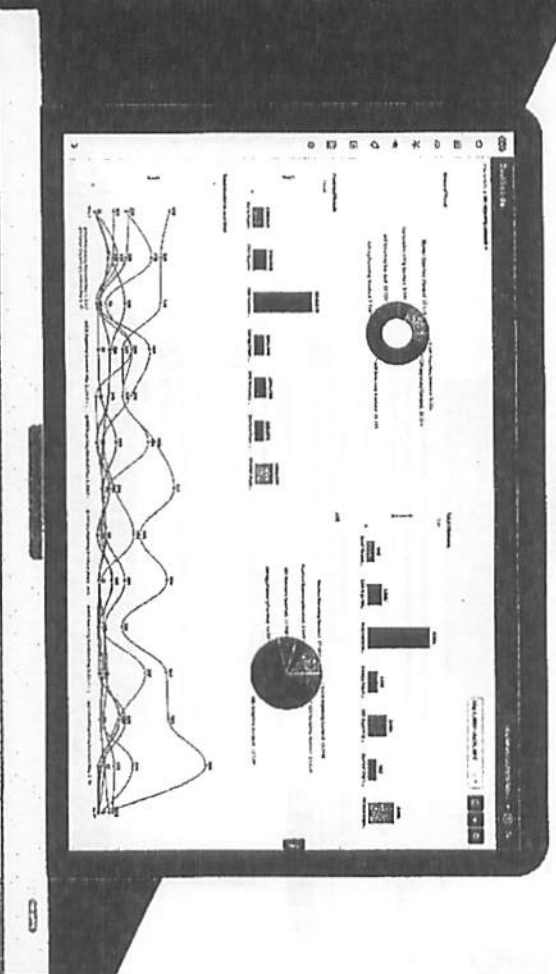


- Search online news media across 450,000 sources globally
- Search social media across Twitter, Facebook, YouTube, and hundreds of millions of blogs
- Search premium social sites such as Instagram, Forums, Review Sites, Message boards and comment sections
- Run an unlimited amount of retrospective, ad-hoc searches on any keywords you like
- Customize the source base to search only the outlets you need, add to the database on request
- Search using case sensitivity to remove irrelevant mentions
- Create custom email reports on all searches to be sent daily, twice daily, or in real-time as articles are published
- Download Meltwater mobile app on iOS or Android to get real-time coverage directly to your phone
- Quick tools (tagging, translation, export, sentiment analysis, impact) Sharing capability via email, and the ability to post articles to Facebook and Twitter directly
- Full onboarding, training and support throughout the duration of the subscription

 **Meltwater**
Outside Insight

Meltwater Dashboards

MEDIA INTELLIGENCE, IN REAL TIME!



- Create customized, fully interactive dashboards with the click of a button
- Select widgets from the library to create a qualitative & quantitative analysis of your saved searches
- Schedule dashboard reports to deliver analysis via email and to share with other collaborators. Include your own content (branding, summaries, proprietary data) to create a centralized dashboard
- Analyze your impact and effectiveness across different mediums, and run year-over-year analysis on campaigns and keywords
- Extract insights on your competitors and industry by benchmarking different searches and assessing their comparable performance
- Incorporate Google Analytics Data to show the web impact of your PR efforts


HAVE KEY MEDIA CONTACTS ACCURATELY TELL YOUR STORY!

-

Meltwater Social Influencers

HAVE KEY SOCIAL USERS ACCURATELY TELL YOUR STORY!

- Unlimited searches
- 5 years of historical data for any influencer across all networks
- Over 500 million influencer profiles, with more being added every day
- Twitter, Facebook, Instagram, Youtube, Blog, and Snapchat accounts on all profiles
- Find users influential in any category or location across Instagram, Twitter, Youtube & Blogs
- Find influencers in every category with more than 60K influencer skills to search by
- True Reach: estimate true potential audience by analyzing & removing fake accounts, bots, etc.
- Automated reports include aggregated mentions, engagements, true reach and ROI
- Instagram, Facebook, & Twitter monitoring to measure and report on social campaigns; identify influencers mentioning social handles or keywords
- Monitor Instagram by hashtags and use full boolean for Twitter
- Proprietary demographic data across Twitter, Instagram and Facebook (age, gender, income, location, interests, entities they mention, sites they link to, and more)
- Dedicated workflow to activate your chosen influencers. Get contact information, manage outreach and export your data



Adrienne Michler @v f
258M FANS • AUSTIN, USA
actress, yogi, enthusiast, friendofthegood

Add To Campaign

88,100





51,895

Top Country: USA
62% Women, 27% Male, 38% USA

Outstanding

51,895

Top Country: USA
62% Women, 27% Male, 38% USA

Meltwater
Outside Insight

STUNNING REPORTS BACKED BY DATA SCIENCE

-
- Figure 1 Data Summary:**
- Initial Rates of Oxidation (Bar Chart):**
- | Substrate | Initial Rate (mM/min) |
|--------------|-----------------------|
| Acetaldehyde | ~0.001 |
| 1,2 | ~0.002 |
| Schiff | ~0.003 |
| Acetaldehyde | ~0.004 |
| 1,2 | ~0.005 |
| Schiff | ~0.006 |
| Acetaldehyde | ~0.007 |
| 1,2 | ~0.008 |
| Schiff | ~0.009 |
| Acetaldehyde | ~0.010 |
| 1,2 | ~0.011 |
| Schiff | ~0.012 |
| Acetaldehyde | ~0.013 |
| 1,2 | ~0.014 |
| Schiff | ~0.015 |
| Acetaldehyde | ~0.016 |
| 1,2 | ~0.017 |
| Schiff | ~0.018 |
| Acetaldehyde | ~0.019 |
| 1,2 | ~0.020 |
| Schiff | ~0.021 |
| Acetaldehyde | ~0.022 |
| 1,2 | ~0.023 |
| Schiff | ~0.024 |
| Acetaldehyde | ~0.025 |
| 1,2 | ~0.026 |
| Schiff | ~0.027 |
| Acetaldehyde | ~0.028 |
| 1,2 | ~0.029 |
| Schiff | ~0.030 |
| Acetaldehyde | ~0.031 |
| 1,2 | ~0.032 |
| Schiff | ~0.033 |
| Acetaldehyde | ~0.034 |
| 1,2 | ~0.035 |
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| Acetaldehyde | ~0.067 |
| 1,2 | ~0.068 |
| Schiff | ~0.069 |
| Acetaldehyde | ~0.070 |
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| Schiff | ~0.084 |
| Acetaldehyde | ~0.085 |
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| Acetaldehyde | ~0.121 |
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| Schiff | ~0.123 |
| Acetaldehyde | ~0.124 |
| 1,2 | ~0.125 |
| Schiff | ~0.126 |
| Acetaldehyde | ~0.127 |
| 1,2 | ~0.128 |
| Schiff | ~0.129 |
| Acetaldehyde | ~0.130 |
| 1,2 | ~0.131 |
| Schiff | ~0.132 |
| Acetaldehyde | ~0.133 |
| 1,2 | ~0.134 |
| Schiff | ~0.135 |
| Acetaldehyde | ~0.136 |
| 1,2 | ~0.137 |
| Schiff | ~0.138 |
| Acetaldehyde | ~0.139 |
| 1,2 | ~0.140 |
| Schiff | ~0.141 |
| Acetaldehyde | ~0.142 |
| 1,2 | ~0.143 |
| | |

KE SHACK

AKES BURGERS HOT DOGS FRIES SUNDAY'S SODA

GROUP HERE

Shake Shack Insight Report

《O》Meltwater

EXECUTIVE SUMMARY

HIGHLIGHTS FROM THE MONTH

- This was a strong month for the Shake Shack brand
- Potential Reach decreased 36%
- Shake Shack's Net Tonality trended upward and was overall positive
- New store openings were met with very favorable local coverage around the US

Editorial Mentions

The number of times Shake Shack appeared in articles.

3k ▼5%

Potential Reach

Approximate number of article views you appeared in

3b ▼36%

Net Tonality Score

The net change (up or down) in sentiment over the time period.

+28 ▲7

mSCORE **77**

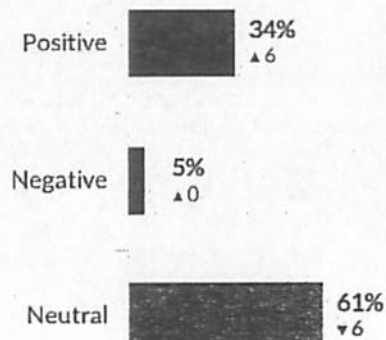
▼2

Apr 1st 2017 to Apr 30th 2017

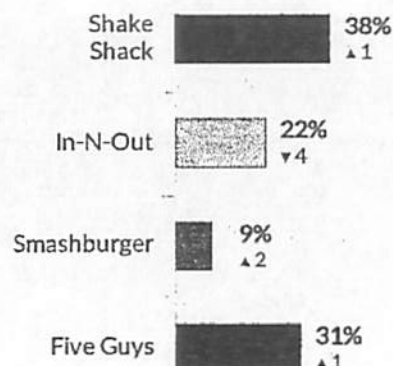
YOUR mSCORE

Your mScore is based on a combination of Media Exposure, Reach, and Tonality.

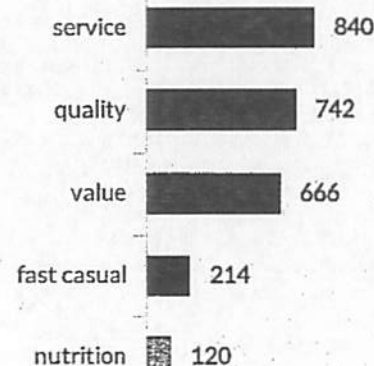
TONALITY



SHARE OF VOICE



KEY MESSAGES



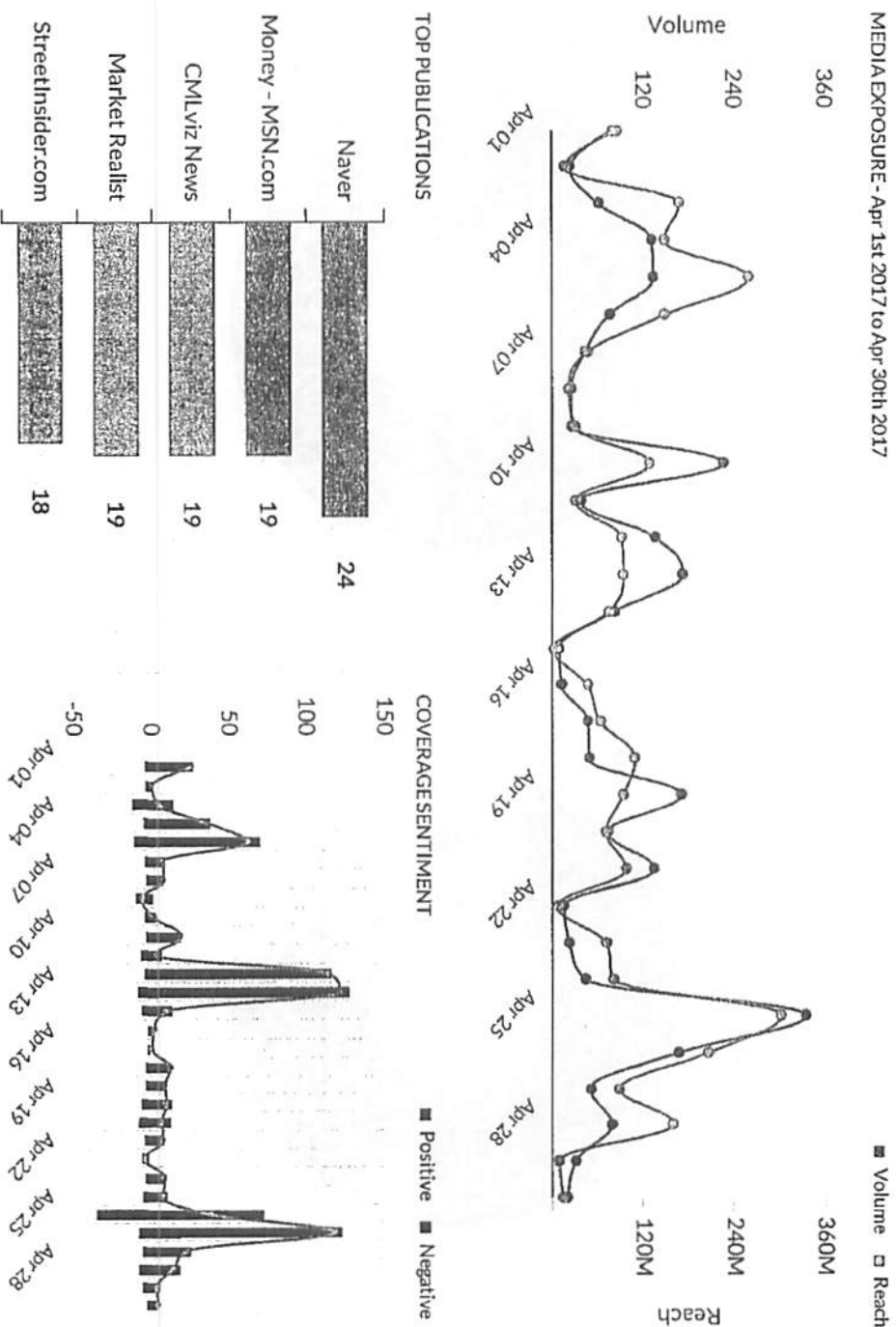
MEDIA EXPOSURE

HIGHLIGHTS FROM THE MONTH

- "Market Realist" led a 2x% Reach increase on Day 31
- "Naver" overtook "Yahoo! Finance" as Top Publisher in this period
- Overall reach decreased 50% over last period
- "Naver" accounted for 8% of volume, followed by "Money - MSN.com" with 6% share

Shake Shack's exposure decreased 5% from last period

MEDIA EXPOSURE - Apr 1st 2017 to Apr 30th 2017



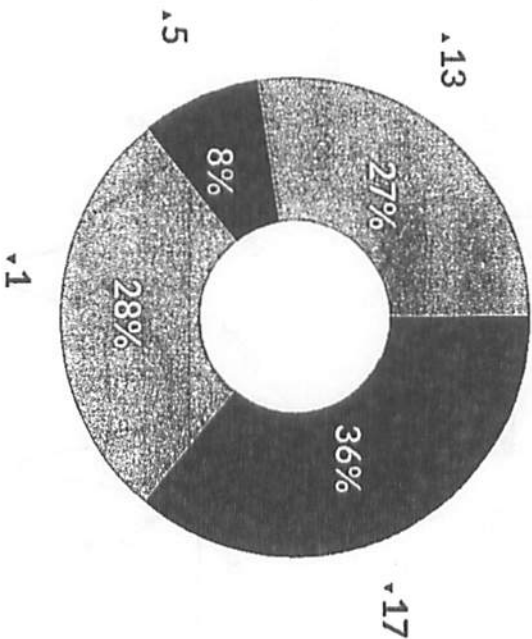
SHARE OF VOICE

HIGHLIGHTS FROM THE MONTH

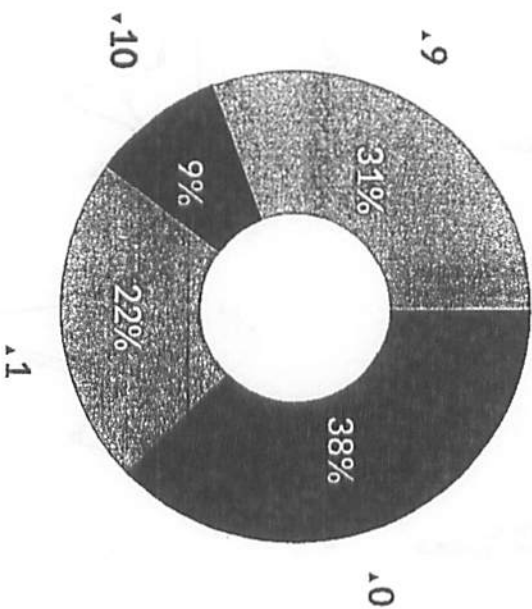
Despite strong marketing efforts and aggressive advertising by Five Guys, Shake Shack remains in the strongest position on this Share of Voice comparison by both volume and reach.

Shake Shack Remains Most Dominant

REACH



VOLUME



- Shake Shack
- In-N-Out
- Smashburger
- ⊗ Five Guys

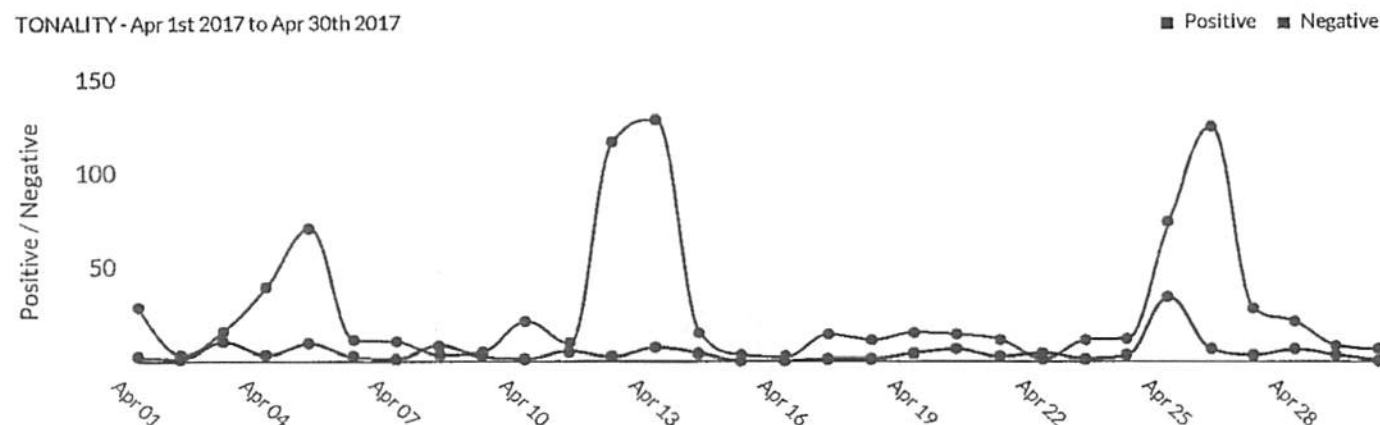
TONALITY

HIGHLIGHTS FROM THE MONTH

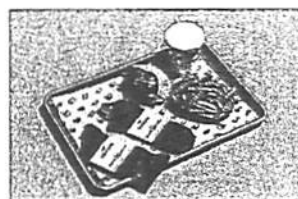
- Day 12 saw a 143% spike in positive sentiment over previous day
- Day 8 saw a 700% spike in negative sentiment over previous day
- The biggest spike in negative coverage was due to an analyst downgrading our stock

Shake Shack's Net Tonalities increased 33% over last period

TONALITY - Apr 1st 2017 to Apr 30th 2017



ARTICLES WITH MOST IMPACT



Bustle | Apr 28

Where To Buy Shake Shack Socks, Because The Burger-Inspired Bombas Give Back

If you're one of Shake Shack's many cult followers, there's another way to show your love besides braving the lines and the inevitable food coma that follows. The burger mecca is re-launching their Shake Shack x Bombas socks on Saturday, April 29, so...

Reach 12m • Positive



Yahoo! Finance | Apr 17

The founder of Shake Shack shares his 3 secrets to success

More (Spencer Platt/Getty) Danny Meyer is a legend in the culinary world. The founder of Shake Shack, the fast-casual burger maker, was just 27-years old when he opened his first restaurant, Union Square Cafe in Manhattan. UBS recently hosted a l...

Reach 21m • Positive

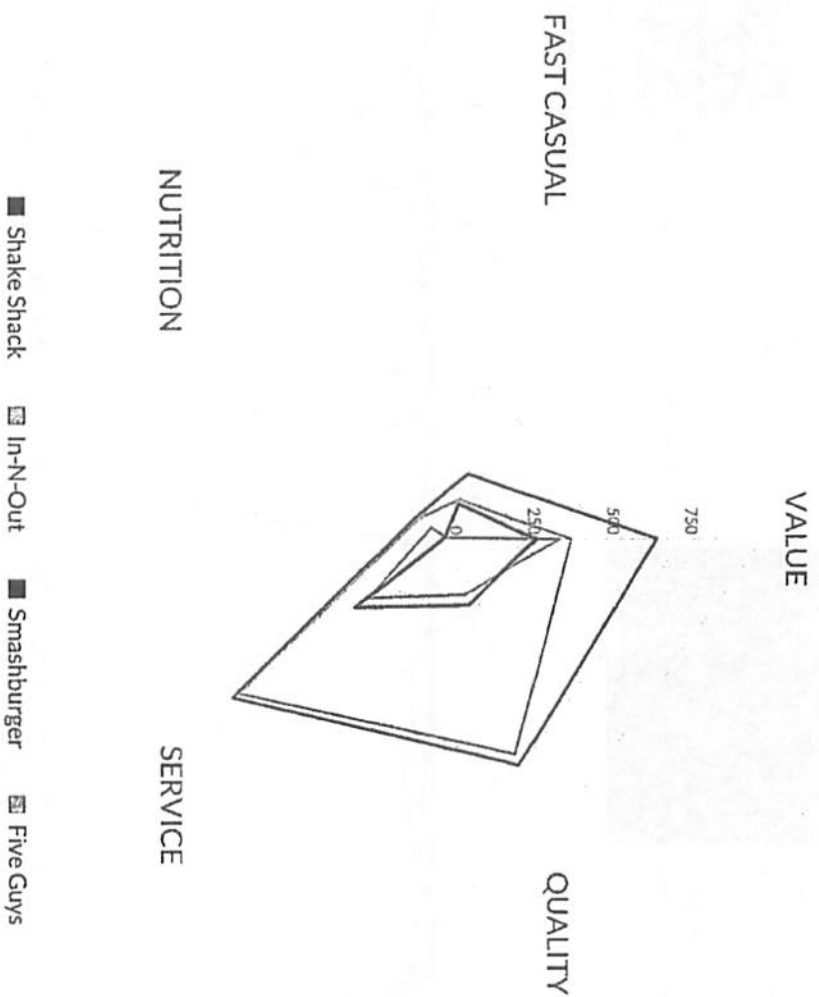
Key Messages

HIGH LIGHTS FROM THE MONTH

Shake Shack saw strong penetration across all of our key messages, which is encouraging and speaks to the light branding and messaging that the PR team has focused on throughout H1 2017.

Key Message Penetration

Key Messages - Apr 1st 2017 to Apr 30th 2017



mScore

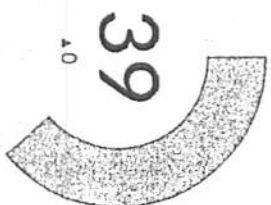
Your mScore is based on a combination of Media Exposure, Reach, and Tonality.

HIGHLIGHTS FROM THE MONTH

Shake Shack's mScore decreased 2 points from last period



YOUR COMPETITORS



IN-N-OUT



SMASHBURGER



FIVE GUYS

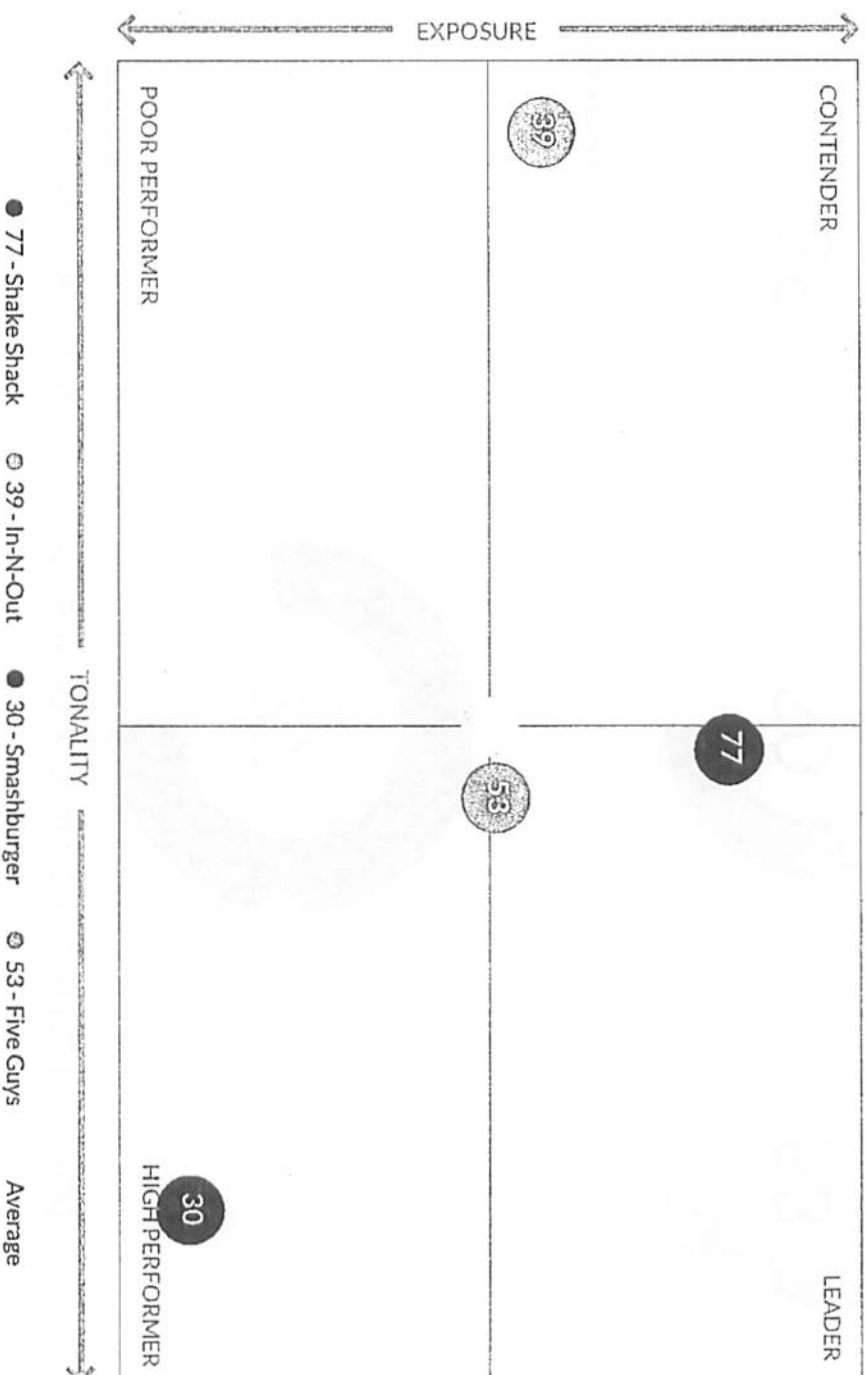
mSCORE QUADRANT

HIGHLIGHTS FROM THE MONTH:

- Shake Shack scored 90 in Exposure and 52 in Tonality for a final mScore of 77
- While this is down two points from last month, we stay in the leadership position

Shake Shack scored as a Leader in this time period

mSCORE QUADRANT - Apr 1st 2017 to Apr 30th 2017



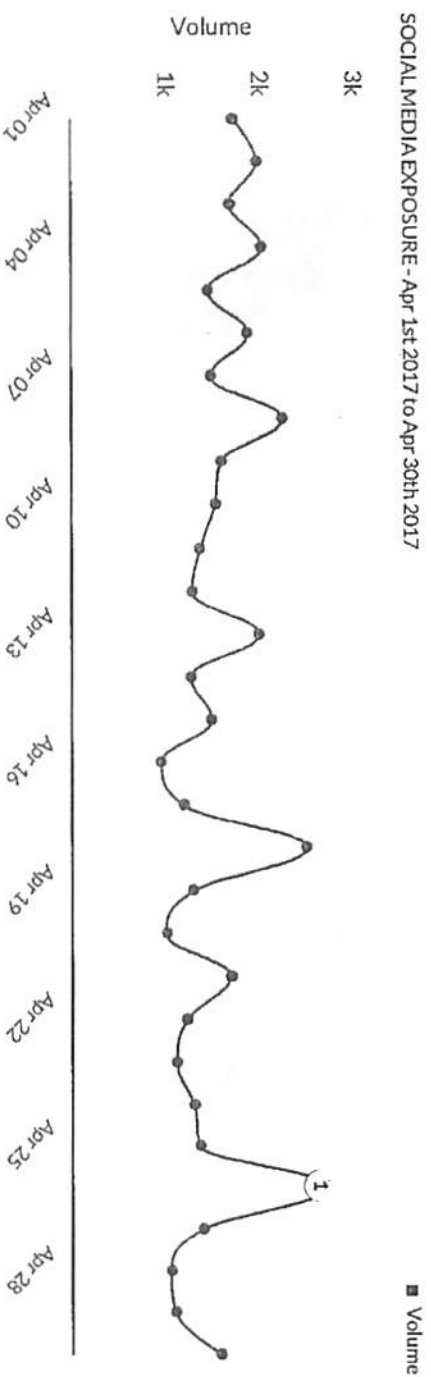
SOCIAL MEDIA EXPOSURE

HIGHLIGHTS FROM THE MONTH

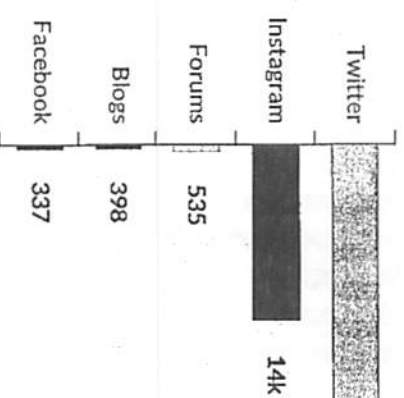
- **1** Social Volume peaked on Day 26 at 3k
- Twitter accounted for 67% of social volume, followed by Instagram with 30% share

Shake Shack's social exposure decreased 4% from last period

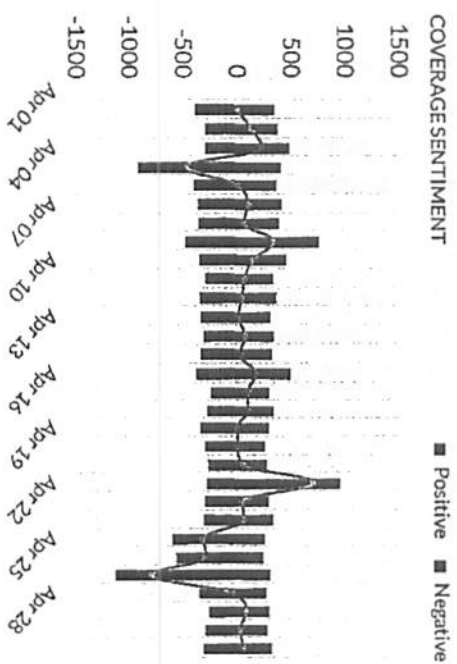
SOCIAL MEDIA EXPOSURE - Apr 1st 2017 to Apr 30th 2017



SOCIAL SOURCES



COVERAGE SENTIMENT



WEBSITE IMPACTS

Powered by 

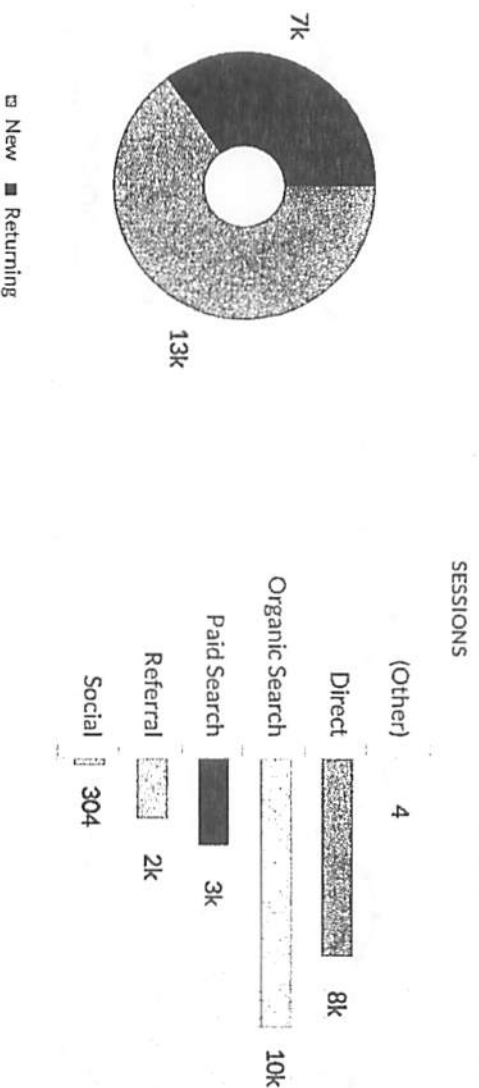
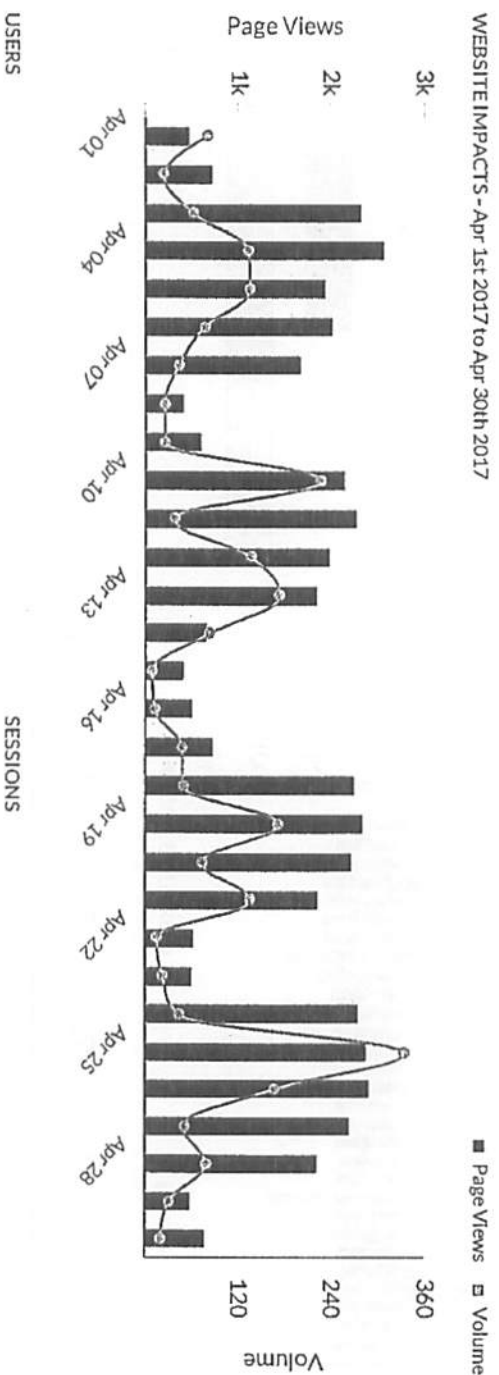
HIGHLIGHTS FROM THE MONTH

- 35% of website traffic is from returning users
- 10% of website sessions came from Referrals
- 43% of website sessions were driven from Organic Searches

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Website Page Views increased while Volume went down

WEBSITE IMPACTS - Apr 1st 2017 to Apr 30th 2017



GEO PRESENCE











HIGHLIGHTS FROM THE MONTH

- Shake Shack's volume covered 49 total countries in this time period
- The regions North America, East Asia, and Western Europe combined to cover 91% of the total volume in this time period

United States and Japan had the most global coverage



TOP COUNTRIES

 United States	71% ▲ 1	 United Kingdom	1% ▼ 1
 Japan	5% ▲ 2	 Germany	1% ▲ 1
 China	4% ▼ 4	 India	1% ▲ 0
 South Korea	4% ▲ 3	 France	1% ▲ 1
 Canada	2% ▼ 1	 Austria	1% ▲ 0

GEO PRESENCE

HIGHLIGHTS FROM THE MONTH

This coverage maps to some of the store openings across North America in the month of April, corresponding to some of the major media markets across ten country.

Texas and New York had the most coverage



TOP STATES/REGIONS

Texas	9% ▼ 2	Illinois	3% ▲ 1
New York	8% ▼ 1	Ohio	3% ▲ 1
California	6% ▼ 2	West Virginia	3% ▲ 1
Florida	4% ▲ 0	Wisconsin	3% ▲ 1
Louisiana	3% ▲ 1		

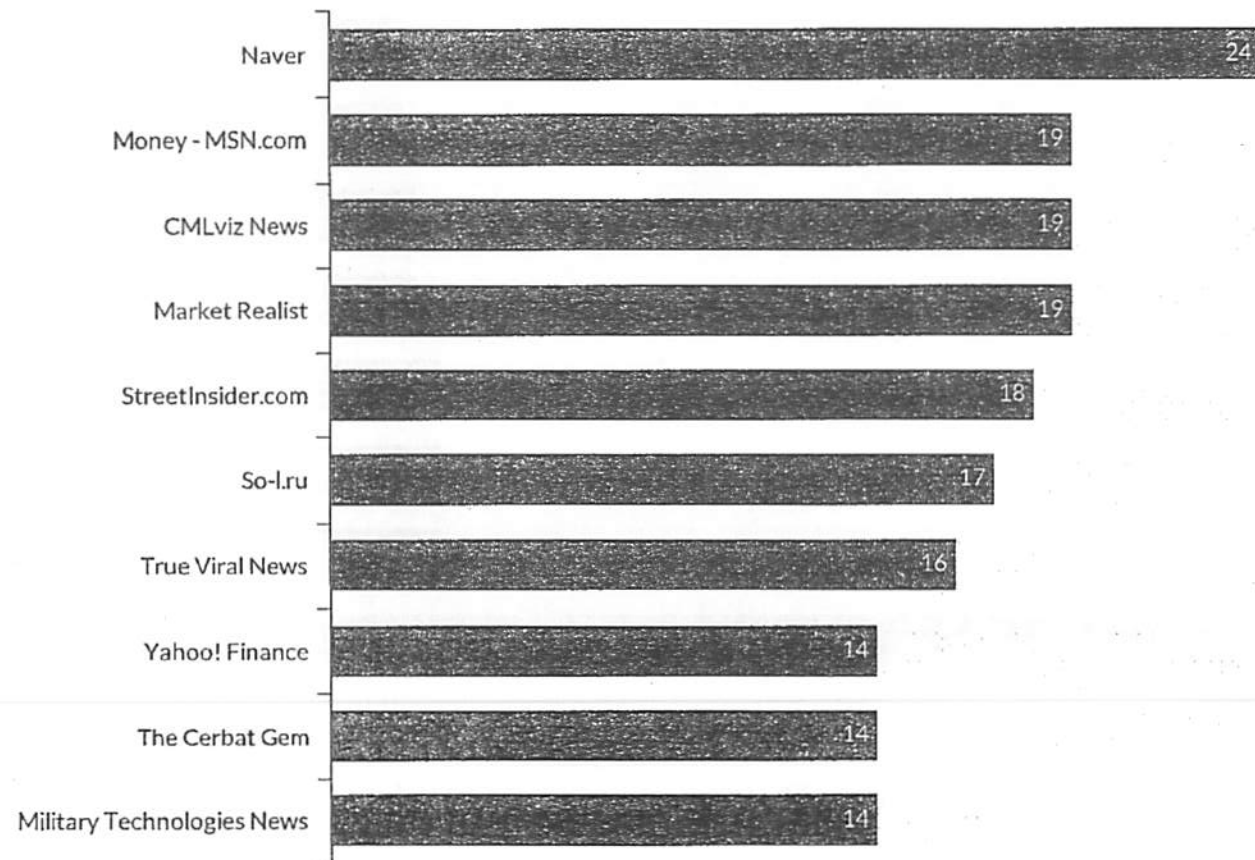
TOP PUBLICATIONS

HIGHLIGHTS FROM THE MONTH

- The top 3 Publications accounted for 20% of the volume among the 25 highest Publications

Naver had the highest volume in this time period

TOP PUBLICATIONS (VOLUME) - Apr 1st 2017 to Apr 30th 2017



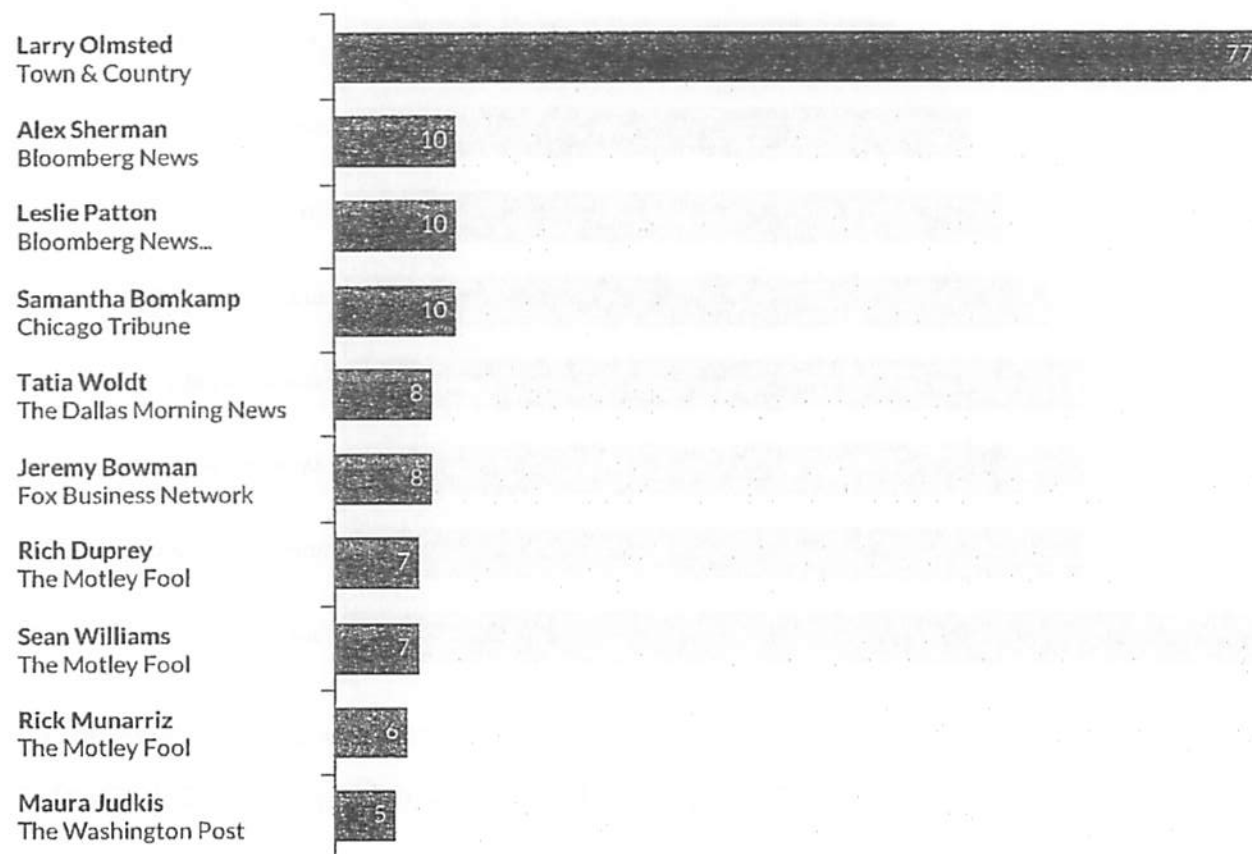
TOP INFLUENCERS

HIGHLIGHTS FROM THE MONTH

- The Motley Fool, Bloomberg News, and CNBC had the most representation among the top 25 Influencers
- The 3 most popular beats among the Influencers are Restaurants & Gastronomy, Food Industry, and Economics
- The top 3 Influencers accounted for 50% of the volume among the 25 highest Influencers

Larry Olmsted is Top Influencer, writing Monthly

TOP EDITORIAL INFLUENCERS (VOLUME) - Apr 1st 2017 to Apr 30th 2017





Meltwater Proposal

Prepared for Clay County Tourism

Prepared by Kendrick Gorodisher
Senior Sales Manager
Tel: 404-220-7130
Email: kendrick@meltwater.com



Get to Know Meltwater

Helping companies make better, more informed decisions.

Meltwater, the global leader in media intelligence, helps companies make better, more informed business decisions based on insights from the outside. More than 28,000 organizations in 121 countries use the Meltwater media intelligence platform to extract relevant insights from billions of online conversations. Our customers use these insights to strategically manage their brand and stay ahead of their competition. With 52 offices located across 25 countries, Meltwater is dedicated to global service built on local expertise.



"Our marketing budgets are small, and we have to make sure we use every dollar wisely. Meltwater provides the statistics we need to show what our efforts are doing—if we're reaching the right people, and whether the media portrays us in the best light possible."

Karron Alford, Director of Marketing & Information Technology

Meltwater Client



03

MILLION

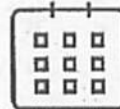
editorial documents
tracked daily



50+

OFFICES

across 25 different
countries



08

YEARS

of editorial content
on-demand from
'09



28

THOUSAND

clients in 121
different countries

Proposal Details

Proposal Specifications



Meltwater Media Intelligence Platform

- Search online news media across 450,000 sources globally
- Search social media across Twitter, Facebook, YouTube, and hundreds of millions of blogs
- Search premium social sites such as Instagram, Forums, Review Sites, Message boards and comment sections
- Run an unlimited amount of retrospective, ad-hoc searches on any keywords you like
- Customize the source base to search only the outlets you need, add to the database on request
- Search using case sensitivity to remove irrelevant mentions
- Create custom email reports on all searches to be sent daily, twice daily, or in real-time as articles are published
- Download Meltwater mobile app on iOS or Android to get real-time coverage directly to your phone
- Quick tools (tagging, translation, export, sentiment analysis, impact)
- Sharing capability via email, and the ability to post articles to Facebook and Twitter directly
- Full onboarding, training and support throughout the duration of the subscription
- Create customized, fully interactive dashboards with the click of a button
- Select widgets from the library to create a qualitative & quantitative analysis of your saved searches
- Schedule dashboard reports to deliver analysis via email and to share with other collaborators
- Include your own content (branding, summaries, proprietary data) to create a centralized dashboard
- Analyze your impact and effectiveness across different mediums, and run year-over-year analysis on campaigns and keywords
- Extract insights on your competitors and industry by benchmarking different searches and assessing their comparable performance
- Incorporate Google Analytics Data to show the web impact of your PR efforts

Premium Social Package

- Social share counts on Twitter, Facebook and LinkedIn for all editorial content
- Hashtag tracking for the 95 million photos/videos shared on Instagram daily
- Search full text of Instagram captions for the millions of Instagram posts in Meltwater repository
- Monitor forums from around the globe - nearly 2.3 million posts daily
- Gauge customer satisfaction by searching 300,000 product reviews added daily
- 2.5 million comments added daily from thousands of top sites

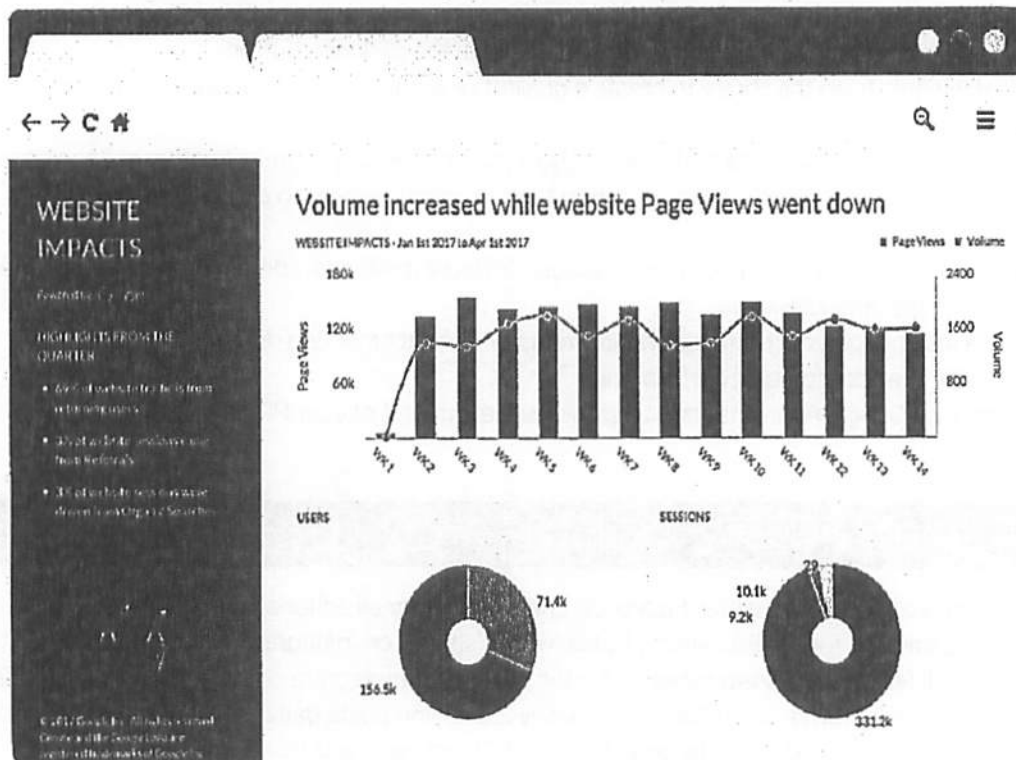
Proposal Details

Proposal Specifications



PR Insight Reports

- Build data driven reports with a few clicks that include custom commentary on every page
- Incorporate Google Analytics Data to show the web impact of your PR efforts
- Compare your brand against nine competitors to understand your competitive landscape
- Customize the report with your company logo, corporate colors, and cover page
- Select month to month, quarter by quarter, or yearly comparisons
- Customize key themes, page titles, commentary, highlights and more
- Exclusive access to Meltwater's proprietary measurement algorithm, mScore
- Share your report via a live weblink or PDF



Proposal Details

Proposal Specifications



Influencer Contact Database

- Unlimited list building and storage of media lists
- Unlimited email distribution to media lists and individual contacts
- Search for journalists and influencers via our online directory, categorized by location, role, outlet, reach, geographic focus, language, frequency, media channel and over 1500 beats and sub-beats
- Track correspondence with influencers through activity & comments sections on their contact cards
- Measure journalists' interest through insights on who received, opened, skimmed and read your press release. Understand which journalists engaged with the press release by clicking on links.
- Discover more about influencers in the database by using the background information, contact details, social media handles, and recent coverage listed in their contact card
- Search for journalists and influencers using our proprietary keyword search feature, searching by the content of each author's recent coverage

Social Influencers

- Unlimited searches
- 5 years of historical data for any influencer across all networks
- Over 500 million influencer profiles, with more being added every day
- Twitter, Facebook, Instagram, Youtube, Blog, and Snapchat accounts linked on influencer profiles
- Find users influential in any category or location across Instagram, Twitter, Youtube and Blogs
- Find influencers in every category with more than 60K influencer skills to search by
- True Reach: estimate true potential audience by analyzing & removing fake accounts, bots, etc.
- Automated reports that include aggregated mentions, engagements, true reach and \$ ROI
- Instagram, Facebook, & Twitter monitoring to measure and report on social campaigns
- Instagram, Facebook, & Twitter monitoring to identify influencers mentioning social handles or keywords - Monitor Instagram by hashtags and use full boolean for Twitter
- Proprietary demographic data across Twitter, Instagram and Facebook (Age, gender, income, location, interests, entities they mention, sites they link to, and more)
- Dedicated workflow to activate your chosen influencers. Get contact information, manage outreach and export your data

Proposal Details

Proposal Specifications



← → C # 🔍 ☰

Meltwater Home Influencers Campaigns Monitors

NETWORK: Instagram ▼ SKILL: Yoga LOCATION: USA SEARCH

NETWORK

- ☐ Twitter
- ☒ Instagram
- ☐ YouTube
- ☐ Blog

INFLUENCE

- ☐ All
- ☐ Celebrities
- ☒ Power Users
- ☐ Casual
- ☐ Novice

SKILLS

- ...

Adriene Mishler @ @ f

actress, yogi, enthusiast. #findwhatfeelsgood

◆ YOGA ♥ 88

Add To Campaign

Mentioned Brands: 14

Kevin Hofer @

Yogi, Photographer, Retoucher, World traveler.

◆ YOGA ♥ 77

Add To Campaign

Mentioned Brands: 12

Summer Perez @ @ f

Visionary, Creator. #breatheandbelove

◆ YOGA ♥ 79

← → C # 🔍 ☰

Adriene Mishler @ @ f

2.58M FANS AUSTIN, USA

actress, yogi, enthusiast. #findwhatfeelsgood

Add To Campaign

INFLUENCE

88/100

ENGAGEMENT LEVEL

Outstanding

👍	4	3	30
👍	4.3K	61	
f	953	46	
👍	430K		

TRUE REACH

51,895

Mentioned Brands

Top Demographics

65% Women, 27 yrs old, 34% USA

Runner's

I'm in!

#YOGAEVOLUTION

Pricing Details



Executive Summary

Meltwater will provide Clay County Tourism all of the necessary tools to manage PR and social media in-house with targeted media outreach, comprehensive monitoring, AI-powered reporting, influencer management, and outreach.

Below is the proposed bundled-rate solution, based on current needs. Pricing valid through 1/31/2018.

Package Details

Media Intelligence Platform with Premium Social Monitoring

PR Insight Reports

Influencer Contact Manager

Social Influencers

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Total	\$25,000
Savings	\$8,500

The content of this proposal is confidential and is not intended to be distributed to any third party without the written consent of Meltwater.

Kimberly Morgan

From: jmadden@ipressroom.com on behalf of James Madden <jmadden@iprsoftware.com>
Sent: Tuesday, November 21, 2017 3:02 PM
To: Kimberly Morgan
Subject: Re: Hey Kimberly - It was great to chat with you yesterday!

Hi Kim,

Great question - our pricing depends on what the customer is looking for! We start at \$2,995 for a one-time Design, Implementation & Training Fee and have a monthly Hosting, Licensing & Support fee that starts at \$595. That covers your unlimited email, 24/7 Support, unlimited postings, etc. We don't nickel and dime the cost above and beyond that. As you review please let me know if you have any questions and I'll be happy to answer!

I look forward to showing you how it all works when you're free after the holiday!

Thank you Kim and Happy Thanksgiving!
James

On Tue, Nov 21, 2017 at 2:57 PM, Kimberly Morgan <Kimberly.Morgan@claycountygov.com> wrote:

James,

Thanks so much for the call and follow up.

As we discussed, working with government agencies can be an adventure. Do you have any pricing that you can send me to review?

Happy Thanksgiving to you and yours!

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: jmadden@ipressroom.com [mailto:jmadden@ipressroom.com] **On Behalf Of** James Madden

Sent: Tuesday, November 21, 2017 10:48 AM

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

Subject: Hey Kimberly - It was great to chat with you yesterday!

Good morning Kim,

How are you today? Thanks so much for taking the time to talk with me yesterday about how we can help you out with your PR needs. What I've done is attached an overview of all our services. If I missed something on her you need please let me know and I'll provide the solution. We offer our services to the Travel & Tourism sector across the entire country and appreciate what y'all do!

As you review, please let me know what questions you have. When you get back from the holiday, let's schedule a demo and I'll show you how we blend in newsroom and PR solutions to make your job a little easier!

Thanks so much Kim and Happy Thanksgiving to you and your loved ones!

James

--

James Madden

Regional Vice President

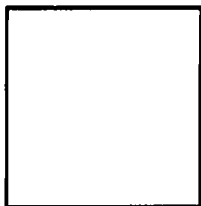
iPR Software, Inc.

Direct: [678-523-1622](tel:678-523-1622)

Email: jmadden@iprsoftware.com

<https://twitter.com/iprsoftware>

<facebook.com/iprsoftware>



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.

--
James Madden
Regional Vice President
iPR Software, Inc.

Direct: 678-523-1622
Email: jmadden@iprsoftware.com
<https://twitter.com/iprsoftware>
<facebook.com/iprsoftware>





Online Newsroom Software & Services Overview

Fall 2017

**Kimberly Morgan, Director of Tourism & Film
Development
Clay County, Florida**

May lack reporting

Prepared by:
James Madden
iPR Software, Inc.
678-523-1622
jmadden@iprsoftware.com
<http://iprsoftware.com>

How iPR Software Meets Your Needs

1. Integrate the latest PR software functionality into Agency 451's client online tactics.
2. Easily manage your digital content with an integrated, branded online newsroom that presents your social media, sharing functionality, multimedia, news, press kits, and events in one place for journalists, analysts and consumers to easily find.
3. Create online connectivity with content distribution capabilities to both External & Internal targeted audiences and social media channels with your latest news, pictures, and video important to you.
4. Increase traffic, boost search engine and online visibility for Agency 451's clients.
5. Mobile responsive capabilities for all mobile devices.

How iPR Software Helps

iPR Software provides powerful, yet easy to use, hosted PR software and specialized services built by PR professionals, for PR professionals. Travel & Tourism organizations, as well as companies and organizations like Xerox, the American Heart Association, Gulfstream, NVIDIA, Dunkin Brands, and many more, use iPR Software to keep their messages in front of their key audiences, and then measure and report results.

Client Newsrooms for your Review:

- Atlanta Convention & Visitors Bureau
- Georgia Aquarium
- Visit Kansas City
- Hawaiian Airlines
- Discover Los Angeles
- Gulfstream Aerospace (US, China, Russia, Brazil, Spanish)
- Monterey Bay Aquarium
- Atlanta Convention & Visitors Bureau
- Edison International
- Toyota Canada
- UCLA
- Northrop Grumman

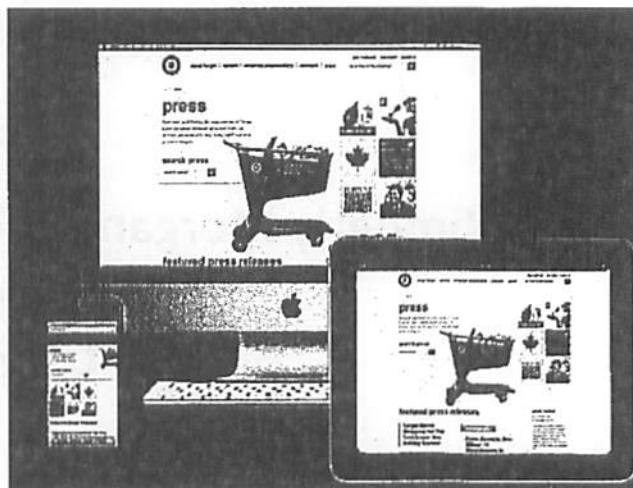
Key Benefits

Use iPR Software PR software to:

- Increase visibility and media coverage
- Extend the reach of your messages
- Measure the impact of your campaigns
- Eliminate dependence on IT
- Improve marketing and PR productivity
- Increase search engine visibility
- Syndicate news via RSS
- Distribute high-resolution photos & video
- Podcast, Blog and stream audio/video

What Makes Us Different

iPR Software put years of online marketing, media relations and pressroom management expertise into powerful web-based software for marketing and PR practitioners looking for an easy way to manage, distribute, search optimize and measure their content online.



iPR Software offers:

- More than 50 years actual PR expertise applied
- SEO expertise and search engine friendly technology
- No limits (or extra costs) for pages and sections
- "What you see is what you get" web editing
- High volume email distribution
- All-in-one easy to use CMS
- Premium 24/7 customer support
- Proven – easy to manage by non-technical users

Solution Features - Summary

Using the iPR Software Content Management System (CMS) PR pros can:

Your CMS is designed to perform a variety of functions to make your communication tasks easier and more efficient. Through your CMS you can send emails to journalists and track their response, upload multimedia content and share on social networks like Facebook, Twitter and YouTube, manage blogs with other websites, capture email registrations and subscribers, and even monitor and measure site traffic and new media content usage – all from the convenience of your web browser, wherever you may be working.

CMS access is granted to clients as either an Administrator, which holds all content management and approval authority, or a Contributor, which can upload and manage content. All user logins and passwords for the Administrator and Contributor are approved and decided by the client prior to use.

For Workflow processes, such as when a visitor is required to register on the site, the CMS user has the ability to approve or deny their access to information and materials. Whether they seek to access a specific page or download multimedia, the client is notified through their CMS or email inbox that they have received a request and respond accordingly. Site visitors who register on the site are cataloged in the contact database. Visitors can also create a login so that they can access those documents at a later time without having to register again. Your dedicated Web Content Team is there to assist you 24/7 with training and questions that may arise during your use of the CMS.

Online PR Content Management System (CMS) Features

- Content Management for Documents, Photos, Video & Audio
- Email/Campaign Distribution
- Social Media Integration
- Media/Contacts List Creation & Management
- Measurement & Analytics
- 24/7 Software Support

Content Distribution & Social Media Integration

- Easily upload, edit, store and distribute all content including press releases, newsletters, high-resolution images, high-resolution video, and more.
- Automate the approval and publishing of all press materials with segmented user access levels and decide which personnel can edit, add, delete, upload or distribute content.
- Integrated campaign management tools allow user to distribute all digital content to targeted media distribution lists and social media channels like Facebook and Twitter.
- Also available is NewMediaWire news release distributions with unlimited word count and superior online media reach.(see below for more information)

Media List Creation & Management

- IPR Software Organizes Your Media Lists and Contacts within the CMS to fit your distributions
- Let journalists opt-in, opt-out
- Easily import an unlimited number of your existing media lists and contacts

Measurement & Analytics

- Measure your email and campaign success through the CMS' analytics package
- Track link clicks from your distributions
- Monitor emails sent to refine your lists

CMS Benefits

- Improve Branding, Visibility & Media coverage
- Increase Traffic to your Newsroom and Site
- Increase ROI
- Extend the reach of your messages
- Measure the impact of your campaigns
- Eliminate dependence on IT
- Improve marketing and PR Productivity
- Increase Search Engine visibility

Content Management System (CMS) Media Platform & Workflow

Your CMS is designed to perform a variety of functions to make your communication tasks easier and more efficient. Through your CMS you can send emails to journalists and track their response, upload multimedia content and share on social networks like Facebook, Twitter and YouTube, manage blogs with other websites, capture email registrations and subscribers, and even monitor and measure site traffic and new media content usage – all from the convenience of your web browser, wherever you may be working.

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Service Levels, Security and Back-Up:

Product Availability – Service Level Commitment

The IPR Software application will maintain an average availability of no less than 99.5%, excluding standard scheduled maintenance and application enhancements. Downtime is any time in which a computer with a verified functioning connection to the global Internet is unable to connect and log in to the hosted IPR Software application, access application data or upload files because the application is unavailable. We will provide you a monthly report of site performance for client review.

IPR Software monitors the application through an automated process that runs at 1-minute intervals to ensure response from the servers. This system tests the application from redundant multiple paths on the Internet, which allows us to compile more accurate data than by using only one monitoring site. The

monitoring system also runs a Latency Test to ensure that IP packet latency shall not exceed 25 ms. from any part of the production environment to the first peering point between the data center and the global Internet. If the production site fails to meet either of these criteria for 5 consecutive intervals, the site will be considered to be down for the purpose of the SLA.

If application availability during any month falls below the 99.5% uptime commitment, The Client will be credited a 50% reduction in that month's licensing fees (see Pricing Section 2 for fee amount).

The Hosting Facilities

Security personnel who restrict access to authorized personnel only monitor the data center around-the-clock. Photo ID/access cards are required to ensure that only those with authorized access enter the data centers. Digital video surveillance cameras monitor the overall security of the data and network operations centers 24/7.

Our data centers (Phoenix, AZ and Los Angeles, CA) are equipped with the latest in fire protection technology, ensuring the safety of our equipment and your data. Our servers are powered by 30 amp racks with A/B dual Uninterrupted Power Supplies with a 1200 amp ATS which switches to a back-up diesel generator in 7 seconds in the event of a substantial power failure. The facilities are kept at an optimum temperature 24 hours a day with redundant 30-ton air conditioning units. Our data centers are connected throughout the world via Internet backbone fiber. Our providers operate several networks and interconnects networks and offer true multi-homed gigabit connectivity with gigabit connections to multiple telco providers including Level3 Communications.

Firewalls

The iPR Software application is protected by dedicated firewalls. Only traffic on ports 80 (HTTP), 443 (HTTPS) and 21 (FTP) is allowed through the firewalls.

Disaster Recovery

We have a comprehensive set of standard hardware, software and data disaster recovery plans that are managed by a team of IT professionals. We continuously analyze our infrastructure in order to mitigate risk and vulnerabilities. Our databases are backed up on a nightly basis. Files can be restored immediately with minimal downtime, which is within 30 minutes. Redundant web servers and high-availability SQL-data replication ensures hardware failures won't cause significant downtime, which is within one (1) hour. If a problem does arise, iPR Software's technical team identifies and manages it to a prompt and satisfactory resolution in order to maintain our uptime commitment.

Data In-transit Security

All traffic between the iPR Software application and a client's Internet browser can be encrypted using 128-bit SSL encryption. iPR Software's security certificate is provided by Verisign.



Professional Services:

Our Interactive Technology Consulting Services include:

- o Strategy and Advisory - to help iPR Software clients identify the best tools to accomplish their objectives
- o Systems Enhancement - to help get clients' marketing and pr tools to the next level
- o Application Development - leverage iPR Software's expertise in building marketing and pr specific applications

iPR Software experts develop applications that are scalable, secure, and globally accessible and utilize the latest web-based technologies on a variety of platforms (e.g. Microsoft and open source).

iPR Software "Managed Services" include: *(Please refer to Pricing section above for rates)*

Tier 1 - Content Management Services:

- iPR Software will perform, at client request, content changes to any page or content hosted by iPR Software's platform including, uploading new text, photo, video or other content, editing of existing content, replacement or removal of any content.

Tier 2 – CMS Template HTML/CSS Coding and Changes:

- iPR Software will perform, at client request, template changes and modifications including creation of new templates, existing template modifications, or any other requests relating to templates.

Tier 3 – Design and Application Development:

- iPR Software will perform, at client request, web and graphic design as well as custom web application development including custom feature development, integration or feature enhancements specifically requested by client.

Application Upgrades

To make sure iPR Software maintains its position as the most powerful and feature-rich Online Newsroom Service, iPR Software's product team is constantly improving its technology. iPR Software will include all system-wide upgrades deployed during the course of Client's service agreement at no additional charge.

#

Kimberly Morgan

From: Dan Drees <dan.drees@trendkite.com>
Sent: Wednesday, November 22, 2017 12:34 PM
To: Kimberly Morgan
Subject: TrendKite Follow-up

Hey Kimberly,

Thanks for taking the time to chat and being flexible earlier. It seems like TK would be a great fit for CC in that we can help you uncover/reach national influencers and prove ROI to your board.

I included a screenshot of the main dashboard below as well as some additional information about the products we discussed.

I want to get you accurate answers around percentages of journalists from major pubs/blogs in our database and how paid Facebook pushes affect social shares in our platform but we are operating on a skeleton crew today.

I will follow up Monday with more info!

Thanks,

Dan

TrendKite Overview - [Click Here!](#)

PinPoint Contacts - [Click Here!](#)

Screenshot of the main dashboard:

+ NEW DASHBOARD

MY DASHBOARDS 2

Clay County

Saint Johns County

SHARED WITH ME 3

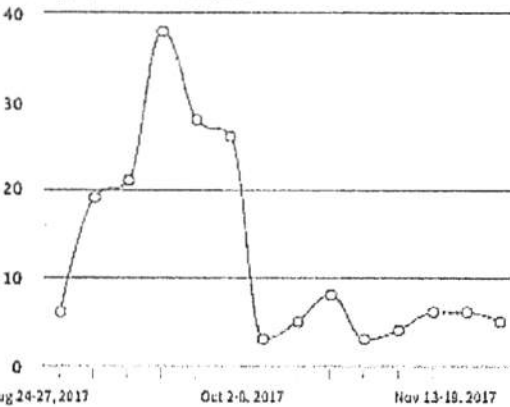
Clay County

Total Mentions

Clay County

Last 90 Days

175 Total Mentions
for Aug 24, 2017 - Nov 22, 2017



Top Content

Last 90 Days

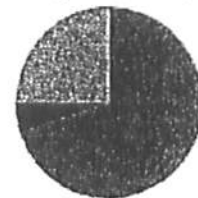
- Who ya' gonna' call
 Clay County Today
 by Kilo Brewer October 18, 2017
- Jags owner: "Honored" to link arms with players after President Trump's "divisive and contentious" comments
 WKRG.com
 by Stephanie Brown September 24, 2017
- Deputy saves life of federal agent shot in ambush attack
 NewsFax
 by Elizabeth Campbell Reporter November 20, 2017

Highest Readership

Last 90 Days

- Iowa's 'other' state fair is 100 years old
- The Report Card: Pearson Forced to Reprint Islam Biased Textbook in Florida | Tea Party
- Liberty Clinic's Trunk or Treat returns on Oct. 28 | The Kansas City Star

Share of Voice Comparison



- Clay County
- Putnam County
- Saint Johns County

Clay County

Putnam County

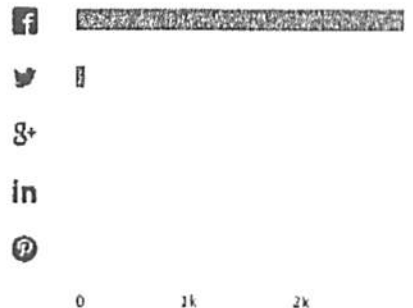
Saint Johns County

Add A Search

Social Amplification

Clay County

Total Shares



Facebook

Twitter

Google Plus

LinkedIn

Pinterest

Dan Drees
 Account Executive
 Office: 512 256 8739
 800 Brazos St #340, Austin, TX 78701



Date: 12/5/2017

Prepared for: Kimberly Morgan

Prepared by: Dan Drees

Proposal valid through: 12/22/2017

About TrendKite

TrendKite utilizes the latest big data technology to measure the impact public relations has on a brand. We use advanced search technologies to uncover media mentions you care about in news, blogs, TV, and radio, then use proprietary natural language processing to analyze sentiment. Finally, we package the data in easily accessible, beautiful and interactive dashboards and reports. TrendKite streamlines your workflow and allows you to pragmatically manage your communications, marketing, content and public relation strategies.

Why should Clay County use TrendKite?

By collaborating with TrendKite, Clay County is positioned to benefit from an overall increase in immediate access to actionable data, a significant savings in time, and the proactive, on-going support from TrendKite's industry experts. TrendKite will help us measure the results and impact of our communications, identify new goals, identify key influencer and high impact media outlets, and create comprehensive reports that resonate with Executives.

What can we measure with the TrendKite platform?

Using the TrendKite platform, we will finally be able to tie our PR efforts to business results using the following metrics:

- **Google Analytics Integration:** Attributes web traffic and valuable actions directly to our press coverage
- **SEO Impact:** Integrates with Moz's Domain Authority to identify high SEO outlets and measure PR's impact on search rankings
- **Article Impact:** Provides a complete picture of which mentions are most valuable
- **Social Amplification:** Clarifies which news coverage is resonating with our audience by showing us how many times each article was shared on social platforms (FB, LinkedIn, Twitter, G+, and Pinterest,)
- **Share of Voice Analysis:** Provides thorough competitive benchmarking from both a quantitative and a qualitative standpoint
- **Sentiment and Key Message analysis:** Enables us to focus on specific campaigns, events, etc. and understand how they are received by our audience.
- **Pinpoint Contacts:** Easily search for journalists and publications, create media lists, and uncover new journalists—all with analytics you've never seen before on a journalist level.



What are the advantages of partnering with TrendKite vs. another media monitoring platform?

TrendKite is the first and only true PR measurement platform. While others in the industry are focused on telling us when and where we're mentioned, TrendKite is the only service provider dedicated to measuring what that means for our organization from top to bottom. Key differentiators include:

- Ease of Use
- Customization and Flexibility- Unlimited searches and dashboards that will be optimized by our customer success team
- Comprehensiveness- TrendKite is pulling in 4.7 million publications globally
- Differentiating metrics and functionality: Web traffic integration, SEO impact, article impact, unlimited competitive and industry analysis
- One-click interactive reporting
- A commitment to white-glove customer service and support
- A commitment to industry innovation- TrendKite's unique vision as a company is to bridge the gap between PR and marketing. They have pioneered every new technology in the industry--often years before the competition

TrendKite Advanced Package (USD) if signed by 12/22/2017

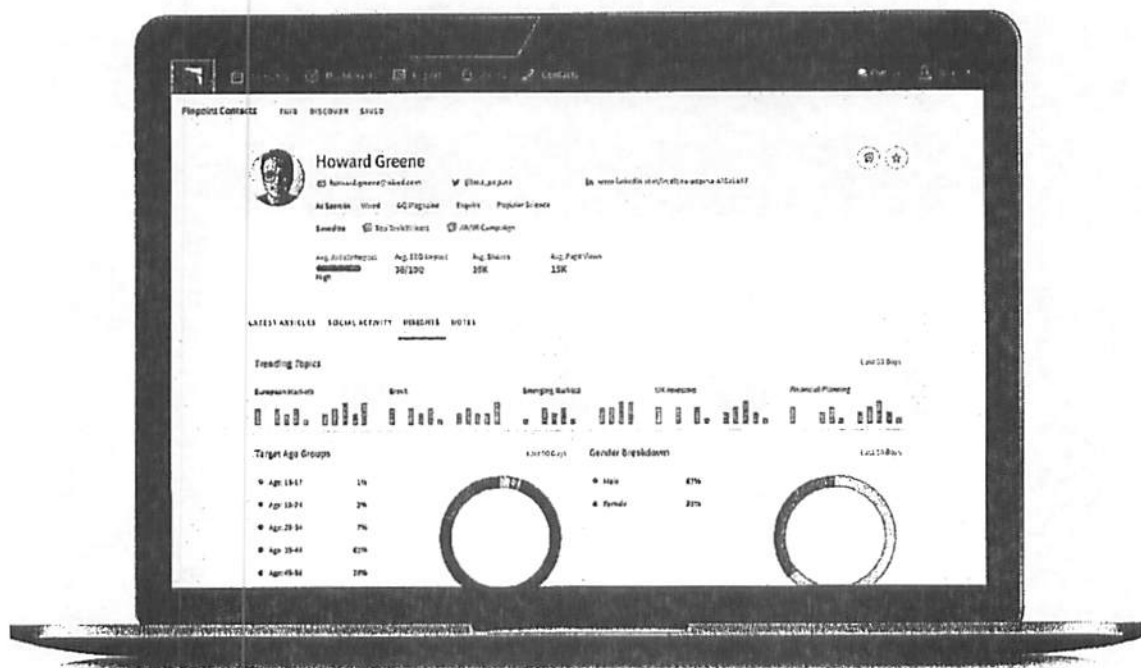
12 months, \$13,000 (an applied discount of \$13,000)

- Unlimited TK Platform access for 1 users
- Pinpoint Contacts
- On-demand newsletter

TrendKite Core Package (USD) if signed by 12/22/2017

12 months, \$10,300 (an applied discount of \$9,700)

- Unlimited TK Platform access for 1 user
- On-demand newsletter



The only truly unified platform

Every PR software with a media contact database built a siloed, stand-alone tool. By contrast, Pinpoint deeply integrates media contacts through your TrendKite PR Analytics, to create the first truly unified platform.



Discovery engine for media contacts

Uncover new journalists that weren't previously on your radar with Pinpoint's personalized discovery engine. Discover the most powerful people writing about your competitors, industry, and relevant key trends.



Fine-tuned by analytics

Pinpoint uses performance analytics to automatically surfaces the highest impact journalists by topic, so you don't waste your time on unqualified contacts. Prioritize your contacts by reach, social sharing, website traffic, audience engagement, SEO impact, and more.



Perfect precision targeting

Need to find the world's authority on lab-grown diamonds? Pinpoint will help you find her. There are no limitations with how precise you can get with your media contacts search.



Introducing

PINPOINT CONTACTS

TrendKite's next-generation media contacts solution.

Uncover more journalists with our personalized discovery engine, pinpoint the right contacts for specific topics and campaigns, and leverage analytics you've never seen before on a journalist level.



"For an event like SXSW with over 23 programming tracks that range from Design, Technology, Food and Social Impact, developing relationships with journalists in each of these areas are crucial to our event. The Pinpoint Contacts discovery feature makes it easy for us to expand our relationships with new journalists in each of these areas of interest by searching by topic or their association with journalists we already have close relationships with. With the expansive new features Pinpoint Contacts offers, it will assist us in spreading our reach and circle of journalists within our network."

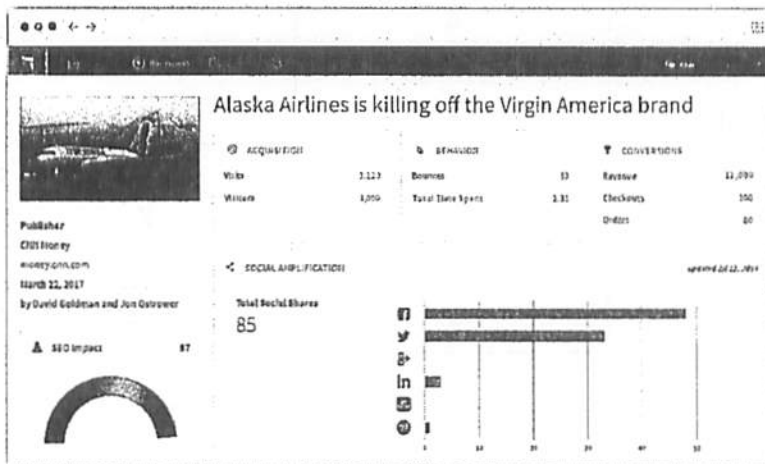
— Brett Cannon, Senior Publicist, SXSW

Capability Comparison

	TRENDKITE	CISION
The Baseline		
Comprehensive digital, broadcast & radio monitoring	X	X
Share of voice, total mentions, sentiment	X	X
Media contacts	X	X
Unlimited searches & dashboards	X	X
Google Analytics & Adobe Analytics integrations	X	X
The Difference		
Measure traffic coming from PR articles without backlinks (via TrendKite technology PR Attribution)	X	
Conversions, revenue, and donations driven by PR (see metrics on a per article basis)	X	
SEO impact (via Moz integration)	X	
AI powered alerts - get notified of unusual media spikes	X	
Flexible dashboards to meaningfully segment coverage (by product line, executive team, department, & more)	X	
Interactive reports sharable by URL	X	
In-app support chat (under one min response time)	X	

TRENDKITE The First PR Software to Finally Solve PR Measurement

With traditional PR software Cision, it became possible to effectively monitor the news. Now with TrendKite, PR can finally quantify their business impact - just like the rest of marketing.



Filter Noise and Hone in on Quality Coverage

Use single-click filters to remove press releases and financial news. Then, leverage unlimited searches to segment coverage by market, product line, and more.

Report Business Impact versus Vanity Metrics

Prove real ROI with exclusive TrendKite metrics like SEO Impact and PR Attribution. TrendKite's groundbreaking technology measures website traffic from PR articles without backlinks. We're the only platform that can do this for over 4 million publications.

Discover High Impact Media Contacts

Take advantage of Pinpoint Contacts, TrendKite's next-generation media contacts solution. Uncover more journalists with our personalized discovery engine, identify the right contacts for specific campaigns, and see journalist performance analytics.

Prior Cision Clients



We don't do everything. That's why we're best-in-class at measurement.

At TrendKite, we believe in the power of focus. Rather than bringing more mediocre, all-in-one PR software to market, we're laser focused on the hardest problem facing PR: quantifying ROI. PR may need to use a few tools alongside PR Analytics, but our customers vouch it's worth it. Because ultimately, PR is endangered if they can't measure their worth.

Do you offer social listening?

No. Monitoring technology is incredibly complex and requires distinct capabilities by channel. Specialization is the only way to comprehensively, accurately, and effectively monitor and segment your PR and social coverage.

Do you offer media distribution?

No. We believe in quality of coverage over quantity of mentions, so we help you identify the highest-impact authors to target. When a press release is needed, our customers purchase an inexpensive, ala-carte push from a wire service.

Can Cision measure total website traffic from PR?

No. With Cision, you can only see traffic from articles with backlinks, which is a sliver of the overall website traffic driven by PR. While integrations to Google Analytics and Adobe Analytics are valuable for things like measuring audience behaviors, you need more advanced capabilities like TrendKite's PR Attribution technology to measure total traffic coming from PR articles - regardless of there being a link or not.

"TrendKite sets itself apart from its competitors by offering innovative functionality and metrics like social amplification, SEO impact, in-depth competitive tracking and more. The biggest difference though is the ability to tie press coverage to website traffic and conversions through their Google Analytics integration."



Katie Cook

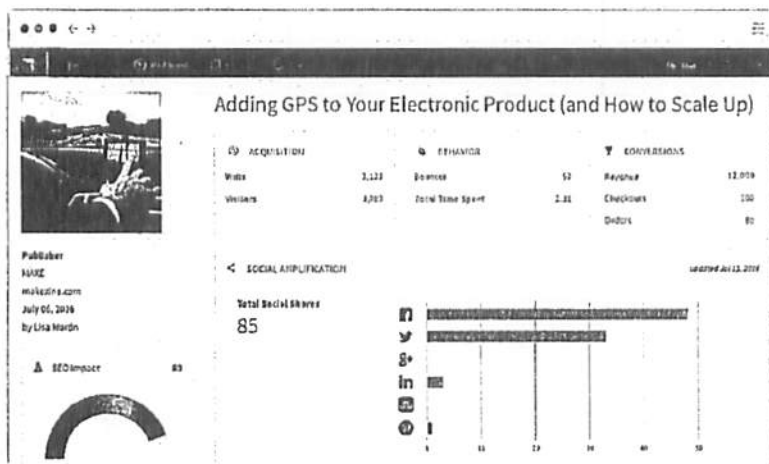
Director of Digital Marketing
at Visit Austin

Capability Comparison

	TRENDKITE	MELTWATER
The Baseline		
Comprehensive digital, broadcast & radio monitoring	X	X
Share of voice, total mentions, sentiment	X	X
Media contacts	X	X
Unlimited searches & dashboards	X	X
Google Analytics & Adobe Analytics integrations	X	GA only
The Difference		
Measure traffic coming from PR articles without backlinks (via TrendKite technology PR Attribution)	X	
Conversions, revenue, and donations driven by PR (see metrics on a per article basis)	X	
SEO impact (via Moz integration)	X	
AI powered alerts - get notified of unusual media spikes	X	
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Interactive reports sharable by URL	X	
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Prior Meltwater Clients

AMERICAN HUMANE
FIRST TO SERVE

Kawasaki

patagonia

BIG AMERICA PRSA

Rakuten

CITGO H&M CANADA

PAPA JOHN'S

FranklinPierce UNIVERSITY

MSLGROUP BOSTON BALLET

Nationwide MEMPHIS

SQUARESPACE

UNIVERSITY OF ROCHESTER MEDICAL CENTER

visit California

We don't do everything. That's why we're best-in-class at measurement.

At TrendKite, we believe in the power of focus. Rather than bringing more mediocre, all-in-one PR software to market, we're laser focused on the hardest problem facing PR: quantifying ROI. PR may need to use a few tools alongside PR Analytics, but our customers vouch it's worth it. Because ultimately, PR is endangered if they can't measure their worth.

Do you offer social listening?

No. Monitoring technology is incredibly complex and requires distinct capabilities by channel. Specialization is the only way to comprehensively, accurately, and effectively monitor and segment your PR and social coverage.

Do you offer media distribution?

No. We believe in quality of coverage over quantity of mentions, so we help you identify the highest-impact authors to target. When a press release is needed, our customers purchase an inexpensive, ala-carte push from a wire service.

Is Meltwater's Google Analytics integration on par with TrendKite's?

No. With Meltwater's Google Analytics integration, you can't see data on an article-level basis, so you have no visibility into what articles are driving results; you only have a static, high-level graph that provides zero insights. Moreover, TrendKite takes digital measurement far further than Meltwater with our proprietary PR Attribution technology, which measures total website traffic from PR articles - regardless of there being a backlink or not.

"One of the biggest difference between TrendKite and Meltwater is their strength in digital measurement. For the first time ever, we were finally able to put hard ROI numbers together for our influencer program."



Kevin Allen

Manager, Public Relations
at Kawasaki Motors Corp., U.S.A

"With Meltwater, we couldn't break down our coverage to the required level of detail. Now with TrendKite's flexibility and unlimited searches, we have a clear understanding of our global footprint and can break results down easily by region."



Benedikt Merl

Senior Marketing Manager EMEA at
Telit Wireless Solutions

Group 4th

— Colorado

— digital

— 400 — brands & agencies

Sony, Ad Bt's + Legend

— No traditional media

• All digital / social

3 modules

① Hub —

• Discovery —

• Importing —

• CRM — tracking — emails / notes

• Reporting / Recruitment

Strategy
budget
\$25,000 / yr.
No recruitment
module
\$500 = recruitment
module

* Long-term relationships

Recruitment — brand a web form to recruit

• Influencer & recruitment form on homepage

• People will define

Content Finder —

Search — audience centric — Key Words

Channel

Blog

Social

Vine

→ Travel blogroll
the backpacker

Agility PR - Canada

work w/ Destination Canada

talked a lot @ international

— Media Clips

Social media — tracking usage

Reporting Dashboard — ~~not as robust~~ graphs easier to read, but
doesn't look as robust

• authors

• publications

Quotes → Quote Hunter —

Categories → Share of Voice

Can go back up to 5 yrs

— Can apply tags

Traces "unsubscribe" — marked as "spam"
undelivered

→ Can interact on Twitter

→ Cost — slightly above \$12k

THIRD REVIEW
COMMENTS

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCL 4-10-18 FIN 4-3-18
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	2/27/18	
Staff Member Preparing Form:	Kimberly Morgan	
Department Submitting Contract:	Tourism	
Vendor Name:	Cision US, Inc.	
Contract Title:	Public Relations/Social Media Software to boost tourism marketing reach	
*Please type N/A below next to items not applicable.	SUMMARY (TO BE COMPLETED BY DEPARTMENT)	
	Yes	No
1. New Contract:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Renewal/Amend./Supplement:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Sole Source* (explain below):	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Quotes/bid policy met:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Need to waive bid policy:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Automatic renewal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Standard Addendum Executed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Advance Payment Required:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		9. Contract Amount (*Detail negotiation efforts below) \$19,600 total (\$9,800 for each of the 2 years)
		10. Previous Price (*If increase explain below) n/a
		11. Date of Original Contract n/a
		12. Number of Renewals n/a
		13. Length of Term 2 years
		14. Price Negotiation Efforts: Pricing decreases with multi-year contract
		Requested Action: (Please type below)
Funding Source		Contract Approval
Account Number:		
109-1910-53100		Background/Purpose: (Please type below)
FULL Account Name:		This all-encompassing software provides access to a database of journalists, bloggers and freelance writers to whom we can pitch Clay County tourism related stories and topics. This software also tracks media mentions of Clay County Tourism via key words. This software also includes social media tools we can use to expand our social media reach for tourism.
Professional Services		

Approvals

Purchasing:	No Changes	With Changes
Review Date:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2-28-18		

Budget:	No Changes	With Changes
Review Date:	<input type="checkbox"/>	<input type="checkbox"/>

Finance:	No Changes	With Changes
Review Date:	<input type="checkbox"/>	<input type="checkbox"/>

County Attorney:	No Changes	With Changes
Review Date:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3-1-18		

Recommended Changes: (Please type below)

*Legals note on Royalty Fees has not been incorporated into the Agreement. *Agreement reflects a quote expiration of 2-28-18? *See comment on page 6 of 19. *Section 5.2 still not compliant. *Section 5.6 still not compliant. *Section 8.2 still not compliant. *Section 11 still references the laws of the State of Maryland. *See comment on page 14 of 19. *Please include the email or whatever instrument used, which shows what you asked each respondent to quote on, as a part of your back-up documentation.

*Sole Source Explanation: (Please type below)

Dan has restated legal's issues. Add language incorporating Standard Addendum p. 3

FORM REVISED: 09/18/2017

Quote?
Contract is only valid through March 9, 2018. → Page 1 of 19 reflects an expiration date of 2-28-18?
OK FM 3-19-18

RECEIVED
PURCHASING DIVISION
CLAY COUNTY BOARD OF COMMISSIONERS
FEB 28 10:16 AM

R #2

AGREEMENT/CONTRACT		MEETING DATE 8cc FIN																																				
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED																																						
DATE:	11/14/17																																					
Staff Member Preparing Form:	Kimberly Morgan																																					
Department Submitting Contract:	Tourism																																					
Vendor Name:	Cision US, Inc.																																					
Contract Title:	Public Relations/Social Media Software to boost tourism marketing reach																																					
*Please type N/A below next to items not applicable.																																						
SUMMARY (TO BE COMPLETED BY DEPARTMENT)																																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 10%;">Yes</th> <th style="width: 10%;">No</th> <th style="width: 50%;"></th> </tr> </thead> <tbody> <tr> <td>1. New Contract:</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>9. Contract Amount (*Detail negotiation efforts below) \$29,400 total (\$9,800 for each of the 3 years)</td> </tr> <tr> <td>2. Renewal/Amend./Supplement:</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>10. Previous Price (*If increase explain below) n/a</td> </tr> <tr> <td>3. Sole Source* (explain below):</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>11. Date of Original Contract n/a</td> </tr> <tr> <td>4. Quotes/bid policy met: n/a</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>12. Number of Renewals n/a</td> </tr> <tr> <td>5. Need to waive bid policy: n/a</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>13. Length of Term 3 years</td> </tr> <tr> <td>6. Automatic renewal:</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>14. Price Negotiation Efforts: Pricing decreases with multi-year contract</td> </tr> <tr> <td>7. Standard Addendum Executed:</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td></td> </tr> <tr> <td>8. Advance Payment Required:</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> </tbody> </table>				Yes	No		1. New Contract:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Contract Amount (*Detail negotiation efforts below) \$29,400 total (\$9,800 for each of the 3 years)	2. Renewal/Amend./Supplement:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10. Previous Price (*If increase explain below) n/a	3. Sole Source* (explain below):	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11. Date of Original Contract n/a	4. Quotes/bid policy met: n/a	<input type="checkbox"/>	<input type="checkbox"/>	12. Number of Renewals n/a	5. Need to waive bid policy: n/a	<input type="checkbox"/>	<input type="checkbox"/>	13. Length of Term 3 years	6. Automatic renewal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	14. Price Negotiation Efforts: Pricing decreases with multi-year contract	7. Standard Addendum Executed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>		8. Advance Payment Required:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Yes	No																																				
1. New Contract:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Contract Amount (*Detail negotiation efforts below) \$29,400 total (\$9,800 for each of the 3 years)																																			
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4. Quotes/bid policy met: n/a	<input type="checkbox"/>	<input type="checkbox"/>	12. Number of Renewals n/a																																			
5. Need to waive bid policy: n/a	<input type="checkbox"/>	<input type="checkbox"/>	13. Length of Term 3 years																																			
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8. Advance Payment Required:	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																				
Requested Action: (Please type below)																																						
Contract approval																																						
Background/Purpose: (Please type below)																																						
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Funding Source																																						
Account Number:																																						
FULL Account Name:																																						
Approvals																																						
Purchasing:	No Changes	With Changes																																				
Review Date:	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																				
Budget:	No Changes	With Changes																																				
Review Date:	<input type="checkbox"/>	<input type="checkbox"/>																																				
Finance:	No Changes	With Changes																																				
Review Date:	<input type="checkbox"/>	<input type="checkbox"/>																																				
County Attorney:	No Changes	With Changes																																				
Review Date:	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																				
<p>Recommended Changes: (Please type below)</p> <p>All round 1 changes were made, except:</p> <ol style="list-style-type: none"> 1) They provided another quote/pricing extension, but I've requested another to accommodate the approval process through the BCC meeting scheduled. 2) Payment being within 30 days of invoice. They understand our statute gives us 45 days, which will be accommodated under their flexible grace period for payment. <p><i>*What is account number & COMPLETE account name Pages 4 and 9 of 19: So they understand the Statute gives us 45 days to pay but that is not what the Contract says. I yield to Legal in this regard and the fact that the Standard Addendum has not been incorporated.</i></p> <p><i>EMM: (over)</i></p> <p>*Sole Source Explanation: (Please type below)</p> <p>There are many public relations software options, but none have all the components (public relations database access, media tracking and social media) in one bundled package.</p>																																						

- FORM REVISED: 09/18/2017

CLAY COUNTY BOARD OF COMMISSIONERS

2017 NOV 15 A 10: 02

RECEIVED
PURCHASING DIVISION

Legal comments:

- Royalty fees: I saw the email that says royalty fees are built into pricing. Please have company add a statement that royalty fees, if incurred are included in the contract price
- If payments will not be stated as in accord with § 1. Prompt payment act, then BCC will have to waive this particular reqt. at finance committee or Bd. mtg.
- The Standard Addendum really should be attached to address travel expenses - again if it is not then need specific waiver by BCC.
- § 8.2 on P11 of 19 - Add "Subject to and within the limitations of Section 768.28, FS" to the first sentence of Section 8.2 at the beginning of that first sentence - see ~~X~~ at § 8.2

R #1

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC FIN
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	10/25/17	RECEIVED OCT 27 2017 Clay County Attorney's Office
Staff Member Preparing Form:	Kimberly Morgan	
Department Submitting Contract:	Tourism	
Vendor Name:	Cision <i>US Inc.</i>	
Contract Title:	Public Relations/Social Media Software	
*Please type N/A below next to items not applicable. SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
	Yes No	<i>\$29,400.00 Total</i>
1. New Contract:	<input checked="" type="checkbox"/> <input type="checkbox"/>	9. Contract Amount (*Detail negotiation efforts below) \$9,800/year for 3 years
2. Renewal/Amend./Supplement:	<input type="checkbox"/> <input checked="" type="checkbox"/>	10. Previous Price (*If increase explain below) <i>N/A</i>
3. Sole Source* (explain below):	<input checked="" type="checkbox"/> <input type="checkbox"/>	11. Date of Original Contract <i>N/A</i>
4. Quotes/bid policy met: <i>N/A</i>	<input type="checkbox"/> <input type="checkbox"/>	12. Number of Renewals <i>N/A</i>
5. Need to waive bid policy: <i>N/A</i>	<input type="checkbox"/> <input type="checkbox"/>	13. Length of Term 3 years
6. Automatic renewal: <i>Policy Conflict</i>	<input checked="" type="checkbox"/> <input type="checkbox"/>	14. Price Negotiation Efforts: Pricing decreases with multi-year contract
7. Standard Addendum Executed:	<input type="checkbox"/> <input checked="" type="checkbox"/>	
8. Advance Payment Required:	<input checked="" type="checkbox"/> <input type="checkbox"/>	
Funding Source		Requested Action: (Please type below)
Account Number:		Contract approval - contract is presented as 1) quarterly payment via credit card or advance payment in full annually
109-1910-531000		Background/Purpose: (Please type below)
FULL Account Name:		This all-encompassing software provides access to a database of journalists, bloggers, and freelance writers that we can pitch stories to about Clay County tourism related topics. This software also tracks media mentions of Clay County Tourism via key words. This software also includes social media tools we can use to expand our social media reach.
Professional Services		
<i>Tourism Dev Fund - Tourism Prof. Svcs.</i>		
Approvals		
Purchasing: <i>gt</i>	No Changes <input type="checkbox"/>	With Changes <input checked="" type="checkbox"/>
Review Date: <i>10-27-17</i>		
Budget: <i>ajg</i>	No Changes <input checked="" type="checkbox"/>	With Changes <input type="checkbox"/>
Review Date: <i>10-27-17</i>		
Finance: <i>m</i>	No Changes <input checked="" type="checkbox"/>	With Changes <input type="checkbox"/>
Review Date: <i>10/27/17</i>		
County Attorney: <i>EM</i>	No Changes <input type="checkbox"/>	With Changes <input checked="" type="checkbox"/>
Review Date: <i>10-27-17</i>		

Recommended Changes: (Please type below)

*Note comments in areas 1-14 above. *Please enter full account name. *The stated automatic renewals conflict with the County Purchasing Policy. *Sole Source is being requested, however Sole Source documentation has not been provided. *The quote expires 10/31/17... need to ensure that vendor will honor the quote after that date. *Page 3 references travel expenses (Standard Addendum should be incorporated as it will address travel). Also royalty fees (P) are noted. *Page 4 - Contract is not clear as to whether payment will be via credit card or P.O. *Is the \$2,450.00 installment amount inclusive of the total \$29,400.00? *Page 5 - Royalty Fees at the rate of? *They appear to require the full three year payment in advance? *Page 6 - Added "Artist" Section. *Page 9 - Payments should be in accordance with the Local Government Prompt Payment Act & travel in accord with Section 112.061, F.S. *Page 11 - Shouldn't Section 8.2 be subject to Section 768.28 F.S.? *Section 10.3 of Contract conflicts with County's Purchasing Policy. *Page 12 - FYI, disputes are governed by laws of Maryland. *Page 14 - Added "Artist" section.

*Sole Source Explanation: (Please type below)

There are many public relations software options, but none have the all the components (public relations database access, media tracking and social media) in one bundled package.

FORM REVISED: 09/18/2017

In order to use JDC funds - bcc must make finding that this expense is being incurred in the purpose of attracting tourists in compliance with state law reqt.

p. 3 - Provide sales tax exemption letter to avoid sales tax
p. 4 - 3 year term quarterly payments = 12 payments but contract calls for 10 payments confusing?

RECEIVED
PURCHASING DIVISION
2017 OCT 26 1:03
CLAY COUNTY BOARD OF COMMISSIONERS

(Handwritten signature)

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE <i>BCC</i> <i>F/N</i>
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	3/15/18	
Staff Member Preparing Form:	Kimberly Morgan	
Department Submitting Contract:	Tourism	
Vendor Name:	Cision US, Inc.	
Contract Title:	Public Relations/Social Media Software to boost tourism marketing reach	
*Please type N/A below next to items not applicable.	SUMMARY (TO BE COMPLETED BY DEPARTMENT)	
	Yes	No
1. New Contract:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Renewal/Amend./Supplement:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Sole Source*(explain below):	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Quotes/bid policy met:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Need to waive bid policy:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Automatic renewal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Standard Addendum Executed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Advance Payment Required:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		9. Contract Amount (*Detail negotiation efforts below) \$19,600 total (\$9,800 for each of the 2 years)
		10. Previous Price (*If increase explain below) n/a
		11. Date of Original Contract n/a
		12. Number of Renewals n/a
		13. Length of Term 2 years
		14. Price Negotiation Efforts: Pricing decreases with multi-year contract
		Requested Action: (Please type below)
		Contract Approval
Funding Source		Background/Purpose: (Please type below)
Account Number:		This all-encompassing software provides access to a database of journalists, bloggers and freelance writers to whom we can pitch Clay County tourism related stories and topics. This software also tracks media mentions of Clay County Tourism via key words. This software also includes social media tools we can use to expand our social media reach for tourism.
109-1910-53100		
FULL Account Name:		
Professional Services		

Approvals

Purchasing:	No Changes	With Changes
Review Date:	<input type="checkbox"/>	<input type="checkbox"/>

Budget:	No Changes	With Changes
Review Date:	<input type="checkbox"/>	<input type="checkbox"/>

Finance:	No Changes	With Changes
Review Date:	<input type="checkbox"/>	<input type="checkbox"/>

County Attorney:	No Changes	With Changes
Review Date:	<input type="checkbox"/>	<input type="checkbox"/>

Recommended Changes: (Please type below)

4th Review: Communication with Cision is included as record. They state that our Addendum supercedes their contract and made none of the changes we requested.

*Sole Source Explanation: (Please type below)

CLAY COUNTY BOARD OF COMMISSIONERS
RECEIVED
PURCHASING DIVISION
2018 MAR 15 A 10:44
8



Cision US Inc.
1 Prudential Plaza, 7th Floor
130 E Randolph Street
Chicago, IL 60601
Tel: 312.922.2400
Fax: 240.559.0892

Order Form

Reference No: Q-212465
Salesperson: Robert Vickerman, robert.vickerman@cision.com
Created: November 2, 2017
Quote Expiration: March 31, 2018

This Order Form ("Order Form") is entered into and effective as of the date of the Customer's signature below, between Cision US Inc. with its principal place of business at 130 E. Randolph Street, Chicago, IL 60601 ("Company") and Clay County Board of County Commissioners with its principal place of business at P.O. Box 1366 477 Houston Street, Green Cove Springs, FL 32043 USA ("Customer"). This Order Form is governed by the Master Services, Master Subscription or Subscription Agreement by and between Company and Customer (the "MSA") (collectively, the Order Form and MSA shall form the "Agreement"). Capitalized terms used in this Order Form shall have the meaning assigned to them in the MSA, unless otherwise defined herein. In the event of any conflict or discrepancy between the MSA and this Order Form, the Order Form shall control.

Shipping Information

SHIPPING INFORMATION ON FILE	INDICATE CHANGES TO SHIPPING INFORMATION
Company: Clay County Board of County Commissioners	
Shipping Address: 477 Houston Street Green Cove Springs FL, 32043 USA	Shipping Street Address: City: State: Zip: Country:
Name: Kimberly Morgan	First Name: Last Name:
Phone: 904278-3734	Phone:
E-mail: kimberly.morgan@claycountygov.com	E-mail:

Billing Information

BILLING INFORMATION ON FILE	INDICATE CHANGES TO BILLING INFORMATION
Company: Clay County Board of County Commissioners	This is a residential address.

Billing Address: P.O. Box 1366 477 Houston Street, Green Cove Springs, FL 32043 USA	Billing Street Address: City: State: Zip: Country:
Invoice Contact Name: Kimberly Morgan	Invoice Contact Name:
Invoice Contact Phone: 904-278-3734	Invoice Contact Phone:
Invoice Contact E-mail: kimberly.morgan@claycountygov.com	Invoice Contact E-mail:

SERVICES		
Quantity	Service(s) Ordered	Service Term
1	Cision Comms Cloud - North America Influencer Database	4/1/2018 - 3/31/2021
1	Influencer Module	4/1/2018 - 3/31/2021
1	Email Campaigns	4/1/2018 - 3/31/2021
1	HARO Premium within Cision Communication Cloud	4/1/2018 - 3/31/2021
1	News OnDemand: Online, AP & LexisNexis Print Monitoring North America	4/1/2018 - 3/31/2021
1	News OnDemand Royalty Fee	4/1/2018 - 3/31/2021
1	News OnDemand: Upgrade to International monitoring	4/1/2018 - 3/31/2021
1	News OnDemand: Streams	4/1/2018 - 3/31/2021
1	Analytics: Automatic Toning	4/1/2018 - 3/31/2021
1	Social Media Monitoring: Up to 120,000 results per year	4/1/2018 - 3/31/2021
1	Basic Training Package	4/1/2018 - 3/31/2021
1	2017 One Time Special Offer - Complimentary Additional User	4/1/2018 - 3/31/2021
1	Additional Concurrent User(s)	4/1/2018 - 3/31/2021

PRICING*	
Total	\$19,600.00

* Note: The Prices above do not include taxes and travel expenses. Taxes are charged based on the state listed in the Shipping Information section above. Invoices will reflect any such taxes collected or any pre-approved travel expense amounts.

If a duration of time is listed in the Service Term, then the Service Term will begin on the date of Customer's signature below and continue for the duration. If dates are listed in the Service Term, then the Service Term will begin on the first date listed, unless Customer signs after such date, then Company will adjust the Service Term to start on the date of Customer's signature below.

Clay County Standard Addendum to All Contracts and Agreements is attached hereto and its terms incorporated herein.

Payment Information

Total Agreement Amount: \$19,600

Payment Plan: Annual

Installment Amount: \$9,800.00

This payment plan consists of equal annual invoiced payments totaling the amount of the contract (plus applicable sales tax and handling fee). The first invoice will be generated at the time the contract is received and processed; the remaining invoices will be generated at the inception of the subsequent term year(s).

Payment Type: Invoice

Payment Terms: Due on receipt. Invoices shall be delivered via email to the "Invoice Contact E-mail" in the billing Information section above.

Company Information

Are you Tax Exempt? If yes, please check here ☒

If your organization is tax exempt, we require a valid tax exemption certificate from your state. Please email a copy of your certificate to your sales representative. We will not be able to process your order until this certificate has been received.

Are you a government entity? If so, which level: County

If your organization requires a P.O. number on invoices issued by Company, please provide the P.O. number below. Failure to provide such information acknowledges that no P.O. number is required and all invoices will be paid in accordance with the Agreement.

P.O. Number _____

System Manager

Please provide contact information for the person who will manage your system.

Name: Troy Nagle

Email Address: Troy.Nagle@claycountygov.com

Product Overview

The following products are included in this Order Form:

Cision Comms Cloud - North America Influencer Database

Access to our North American media contacts, outlets and editorial opportunities for one user. Provides premium pitching tips including preferred contact methods, topics of interest, biographical information and personal pet peeves.

Influencer Module

Access to blogs, bloggers and Influencer Search functionality

Email Campaigns

Additional email tracking functionality including reader interaction statistics and automated activity tracking.

HARO Premium within Cision Communication Cloud

Access to real-time media opportunities, straight from journalists, on a deadline needing a source.

News OnDemand: Online, AP & LexisNexis Print Monitoring North America

Coverage of nearly 10,000 North American print sources of newspapers, magazines, trade/business journals and newsletters from the LexisNexis library as well as tens of thousands of North American news websites and the Associated Press. For agencies this package includes up to 5 clients.

News OnDemand Royalty Fee

Royalty fees for online content.

News OnDemand: Upgrade to International monitoring

Upgrade your News OnDemand package to international content.

News OnDemand: Streams

An easy-to-use dashboard that enables you to quickly monitor and share news, and directly engage with influencers.

Analytics: Automatic Toning

Automated toning of articles on a three point scale

Social Media Monitoring: Up to 120,000 results per year

Monitor millions of blogs, social media sites and Twitter. Limit of up to 120,000 Twitter hits per year.

Basic Training Package

Unlimited 24/7 access to pre-recorded online instructional videos and online help documentation including instructor led online webinars covering set topics on set days and times.

2017 One Time Special Offer - Complimentary Additional User

One-time promotion for complimentary additional user.

Additional Concurrent User(s)

Concurrent user license allows one user to access the software per license.

Signed by each Party's authorized representative.

Cision US Inc.

Signature

Printed Name

Date

Clay County Board of County Commissioners

Signature

Printed Name

Date

ATTEST FOR CLAY COUNTY:

S. C. Kopelousos, County Manager and
Clerk of the Board of County
Commissioners

MASTER SUBSCRIPTION AGREEMENT

Customer Name:	Clay County Board of County Commissioners
Customer Address:	477 Houston Street Green Cove Springs FL, 32043 USA

This Master Subscription Agreement ("**MSA**") is between Cision US Inc., a Delaware corporation with its principal place of business at 130 E. Randolph Street, Chicago, IL 60601 ("**Company**") and the customer named above (each a "**Party**" and collectively referred to as the "**Parties**"). This MSA governs the use of certain services provided by Company to Customer as detailed in any Order Form or Statement of Work ("**SOW**") referencing this MSA. This MSA, any appendices, and any applicable Order Forms or SOWs are collectively referred to as the "Agreement." This MSA is effective upon the date of Customer's signature indicated below ("**MSA Effective Date**").

The Parties agree as follows:

1. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"**Control**" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Company Covered Parties**" means Company and its directors, agents, officers, employees, representatives, successors, assigns or Affiliates.

"**Company Data**" means proprietary information gathered or created by Company and provided to Customer as part of the Services, excluding Third-Party Content.

"**Company Technology**" means the tools, databases, APIs, and software that make up Company's on-demand relationship management platform, including any software or technology created by Company's Affiliates.

"**Content**" means Company Data and Third-Party Content.

"**Customer**" means the customer named above.

"**Customer Covered Parties**" means Customer and its directors, agents, officers, employees, representatives, successors, assigns or Affiliates.

"**Customer Data**" means electronic data and information submitted by or for Customer to the Services or collected and processed by or for Customer using the Services, excluding Content. Customer Data includes Release Content as defined in Exhibit A.

"**Documentation**" means Company's online user guides, documentation, and help and training materials, as updated from time to time, accessible via the Services.

"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Order Form**" means an ordering document specifying the Services to be provided hereunder that is entered into between Customer and Company or any of its Affiliates (by entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto), including any addenda and supplements thereto. "Order Forms" shall include SOWs.

"**Service(s)**" means the on-demand relationship management platform (including the Company Technology) and services that are subscribed to by Customer under an Order Form and/ or SOW and made available online by Company or any of its Affiliates.

"**Services**" exclude Content.

"**Third-Party Content**" means information obtained by Company from its content licensors or publicly available sources and provided to Customer pursuant to an Order Form, as more fully described in the Documentation.

"**User**" means an individual who is authorized by Customer to use Services, for whom Customer has subscribed to the Services, and to whom Customer or Company has supplied a user identification and password. Users may include, for example, Customer's employees, consultants, contractors and agents.

2. SERVICES, SOFTWARE AND CONTENT

2.1 Subscription.

(A) Subject to the terms and conditions of the Agreement, Customer hereby subscribes to the Services made available by Company and/or its Affiliates. Company grants Customer a limited, non-exclusive, revocable, non-transferable (other than as set forth in this Agreement), non-sublicensable right to allow Users to access and use the Services and Content for Customer's own internal business purposes in accordance with the terms and conditions in this Agreement. Customer is not authorized to access or use any Services, other than as expressly set forth in writing under this Agreement. Customer is prohibited from allowing any person other than a User to access and use the Services.

(B) Customer shall not (1) license, sublicense, sell, resell, rent, transfer, assign, or otherwise commercially exploit or make the Services or any Content available to, or use the Services or any Content for the benefit of, any third party (including in a service bureau or outsourcing offering); or (2) access the Services or Content in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services, or (c) copy any ideas, features, functions or graphics of the Services. Company reserves the right to alter, delete, or replace Content or alter the functionality of the Company

Technology. If Customer is an advertising or public relations agency, Customer may use the Services on behalf of a client, only in accordance with this Agreement.

(C) Customer is responsible for meeting the then-current hardware, operating system, browser and other technical requirements necessary to properly use and access the Services.

2.2 Use of Services and Content

(A) Services and Content are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (1) a user quantity in an Order Form refers to Users, and the Services or Content may not be accessed by more than that number of Users concurrently; (2) a User's password may not be shared with any other individual; and (3) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Services or Content.

(B) Customer will (1) be responsible for Users' compliance with this Agreement; (2) be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data; (3) use commercially reasonable efforts to prevent unauthorized access to Company Technology or use of Services and Content, and notify Company promptly of any unauthorized access or use; and (4) use Services and Content only in accordance with the Documentation and applicable laws and government regulations.

(C) Customer is responsible for all actions taken via Customer's account, including protecting the confidentiality of Customer's passwords and user IDs, and maintaining timely contact information for such account.

(D) Subject to the terms of this Agreement, analytic reports delivered to Customer in connection with the Services or available to Customer within the Services (collectively "**Reports**"), as well as all data contained in such Reports, other than any Third-Party Content, may be used, copied, and disseminated by Customer.

2.3 Restrictions. Customer shall not: (1) use the Services to upload, store or transmit infringing, libelous, abusive, inflammatory, fraudulent, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, or otherwise unlawful or tortious material, or to upload, store or transmit material in violation of third-party privacy or publicity rights; (2) use the Services to store or transmit Malicious Code; (3) interfere with or disrupt the integrity or performance of any Company Technology or Content contained therein; (4) attempt to gain unauthorized access to any Company Technology, Services or Content or its related systems or networks; (5) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit; (6) copy Content except as permitted herein or in an Order Form or the Documentation; (7) frame or mirror any part of any Services or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation; (8) use commenting or messaging functionality, functionality that allows posting or transmitting content to outward facing, social or public platforms available via the Services to post content that violates any terms or conditions, policies, or guidelines of any social media platform or other platform or service to which it is posted; or (9) use the Services to transmit bulk unsolicited commercial communications.

2.4 Removal of Content. If Company is required by a third party to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, Company will remove such Content from the Services. Company may also notify Customer and in such event Customer will promptly remove such Content from its systems.

2.5 Additional Terms. Additional terms applicable to specific Services are set forth in Exhibit A.

3. RIGHTS AND LICENSES

3.1 Reservation of Rights. No license or other rights in the Company Technology or any Content, exclusive of Customer Data, are granted to Customer hereunder, and all rights not expressly granted to Customer herein are expressly reserved to Company or its licensors, as applicable. Customer agrees not to modify, create derivative works of, translate, reverse engineer, decompile, or disassemble the Company Technology or the Services or otherwise recreate or gain access to the source code.

3.2 Customer Data. Customer represents that it has valid title or license to all Customer Data, and it has all rights necessary to grant Company the rights set forth in this Agreement. Customer hereby represents and warrants that Customer Data will not contain any content that is obscene, libelous, slanderous or otherwise defamatory, false or misleading or that violates any copyright, right of privacy or publicity or other right of any person or party. Customer grants Company and its Affiliates a worldwide, non-exclusive, royalty-free license to use, host, copy, distribute, perform, transmit, display and prepare derivative works of the Customer Data solely for the purpose of providing the Services. Subject to the limited licenses granted herein, Company acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data. Company reserves the right to remove Customer Data containing any information that Company determines in its sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or that violate any party's intellectual property or this Agreement.

3.3 Company Affiliates and Third Parties. Company may share Customer Data with its Affiliates or third parties that work on Company's behalf or provide services to Company in relation to Company's provision of the Services to Customer, including but not limited to necessary hardware, software, networking, storage, and technologies required to run the Services, provided those parties are subject to confidentiality restrictions regarding Customer Data no less than those enumerated in Article 6 of this MSA. Customer hereby consents to such use of Customer Data by Affiliates and third parties. Customer acknowledges and agrees that Customer Data may be transferred to, stored in, or accessed from outside the United States solely in order to provide the Services or for Company to fulfill its obligations under this Agreement. Company shall, in providing the Services, comply with its privacy policy available at www.cision.com, or such other Web site address made publicly available.

3.4 Customer Feedback. Customer grants to Company and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the Services.

3.5 Third Party Products and Services. From time to time, certain third parties may offer products and services related to the Services. Any subsequent business relationship, exchange of data or other interaction between Customer and such third party, and/or any purchase, download or use by Customer of any product or service offered by such third party, is solely between Customer and such third party, and may require Customer to agree to a third party's terms and conditions. Regardless of any recommendation by Company or use of such third-party products or services, Company does not make any representations, warranties or guarantees with respect to any such third parties or any of their products or services. Further, Company cannot guarantee that use of such third party products or services will always be provided during the Term. While Company may rely on data or information provided or generated by such third party products and services in the course of providing the Services, Customer hereby acknowledges that Company specifically does not warrant the accuracy, reliability or completeness of any such data and information; and agrees that Company shall not be liable for any acts or omissions based on its reliance thereon. Accordingly, Customer hereby releases and holds harmless Company from and against any and all claims, losses, liability, damages, expenses, costs (including, but not limited to, reasonable attorneys' fees) and/or actions arising therefrom.

3.6 Future Functionality. Customer agrees that its purchases are not contingent on the delivery of any future functionality, or dependent on any oral or written public comments made by Company regarding future functionality.

4. HOSTING/AVAILABILITY, STORAGE AND SUPPORT

4.1 Hosting/Availability. Company shall host and maintain the Service on its servers. The Service will maintain an average availability of no less than 99.5%, as measured on a monthly basis, excluding downtime caused by (1) scheduled maintenance performed between the hours of 12:00 AM and 6:00 AM Eastern time; (2) emergency maintenance; and (3) Force Majeure (as defined herein). Access to the Services may be available during scheduled maintenance periods, but performance may be slower than normal.

4.2 Storage. Company shall provide hosted data storage capacity to Customer dependent upon the Services, and as set forth on an Order Form. Customer may purchase additional storage space at any time at Company's then-current price. Company shall keep offsite back-ups of Customer's data. Restoration of Customer's data due to the fault of Customer will be at Customer's expense and if due to the fault of Company, at Company's expense.

4.3 Customer Data Deletion. During the Term, Customer may export or download Customer Data as provided in the Documentation. After termination or expiration of this Agreement, Company will have no obligation to maintain or provide any Customer Data or other Content to Customer, and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control as provided in the Documentation or as Company routinely does such deletions and destructions in the ordinary course of its business, unless legally prohibited from doing so.

4.4 Support. During the term of this Agreement, Company shall provide technical support to Users to assist Customer with troubleshooting, error correction and use of the Service via a telephone help line or email during the hours of 8:00 AM through 8:00 PM Eastern time, Monday through Friday (unless otherwise set forth on an Order Form) except for Company's regular business holidays. Customer will have unlimited access to Company's online product support center.

5. FEES AND PAYMENT

5.1 Fees. Customer will pay all fees set forth in an Order Form or as set forth in this Agreement. Except as otherwise specified in this Agreement or in an Order Form (1) fees are based on Services and Content subscribed to and not actual usage; and (2) except as set forth in Section 10.6, payment obligations are non-cancelable and fees paid are non-refundable. All payments will be made in U.S. dollars unless otherwise agreed to by the Parties. Customer shall pay the fees set forth on an Order Form in accordance with the payment terms set forth on an Order Form or upon signing of this Agreement if no such terms are contained on an Order Form.

5.2 Invoicing and Payment. Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information.

5.3 Credit Card Payments. By providing a credit card to Company, Customer is granting permission to Company to charge all subscription fees, including monthly, annual or other renewals to the credit card. Customer may withdraw its consent to installment charges or recurring charges (if any) at any time by providing Company with at least thirty (30) days advance written notice, and making alternative arrangements for payment to be made no later than the same respective charge dates. Customer represents that it is the card holder of any credit card that it provides to Company for payment(s), and Customer is authorized to provide this authorization.

5.4 Late Charges. Any payment not received from Customer by the due date may accrue late charges at the rate of 1.5% of the outstanding balance per month, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

5.5 Payment Disputes. If Customer, in good faith, reasonably disputes any invoiced amounts, it may withhold such disputed amounts, provided that Customer (1) timely pays the undisputed portion of the invoice; and (2) provides Company with prompt written notice of the dispute and commences discussion with Company to promptly resolve the dispute. Company will not exercise its rights under Section 10.5 if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5.6 Taxes and Travel Expenses. Prices set forth on the Order Form do not include taxes or travel expenses. Unless collected and remitted by Company (as indicated on the invoice presented to Customer by Company), Customer is responsible for payment of all taxes due to a governmental authority, if any, except for taxes imposed on Company's net income. Customer shall provide to Company any certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax or other tax liability. Invoices will reflect any reasonable, pre-approved travel expense amounts charged to Customer. Travel should be in accordance with the provisions of Section 112.061, Florida statutes.

6. CONFIDENTIALITY AND SECURITY

6.1 Confidential Information. Subject to and within the limitations of Florida statutes 286.011 and 119.011, the parties agree:

(A) "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or proprietary, or that reasonably should be understood to be confidential or proprietary given the nature of the information and the circumstances of disclosures, including but not limited to business and marketing plans, technology and technical information, product plans and designs, and business processes. Confidential Information of Customer includes Customer Data. Confidential Information of Company includes the Company Data, Company Technology, Documentation and the terms and conditions of this Agreement (including pricing).

(B) Confidential Information will remain the property of the Disclosing Party. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care). The Receiving Party agrees: (1) to hold the Confidential Information in strict confidence; (2) to limit disclosure of the Confidential Information to the Receiving Party's own employees, agents, Affiliates, or authorized consultants or vendors who have a need to know the Confidential Information for the purposes of this Agreement; (3) not to disclose any Confidential Information to any third party; (4) to use the Confidential Information solely in accordance with the terms of this Agreement in order to carry out its obligations or exercise its rights under this Agreement; and (5) to notify the Disclosing Party promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with the Disclosing Party in every reasonable way to cease such unauthorized use or disclosure.

(C) The obligations in Section 6.1(B) will not apply to information that the Receiving Party can demonstrate: (1) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Receiving Party; (2) is independently developed by the Receiving Party without regard to the Confidential Information of the other Party; (3) is already in its possession without obligation of confidentiality; or (4) is rightfully received from a third party without any obligation of confidentiality.

(D) The Parties agree that any breach of this Section 6.1 may cause the Disclosing Party substantial and irreparable damages; therefore, if the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6.1, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive and equitable relief.

6.2 Security. Access to the Service is password-controlled. Customer is responsible for maintaining the security of user passwords and will instruct its Users as to the importance of maintaining the confidentiality of passwords and/or user identifications. Customer acknowledges that the security of its systems may be compromised if Users do not follow applicable security policies and procedures and take other appropriate steps to maintain the security of the Service, including, without limitation, maintaining the confidentiality of user identifications and passwords, frequent changing of passwords and maintaining appropriate internal controls to monitor access to and use of the Service. If Customer becomes aware of the unauthorized use of a password or other security breach, Customer will promptly notify Company in writing.

6.3 Compliance with Law/Order. Company reserves the right to use or disclose information, including Customer Data or Customer's Confidential Information if required by law or if Company reasonably believes that use or disclosure is necessary to protect Company's rights and/or to comply with a judicial proceeding, court order, or legal process.

7. REPRESENTATIONS AND WARRANTIES

7.1 Authorization. Each Party represents and warrants that the undersigned individual has full authority to (1) execute this Agreement on behalf of his/her respective Party; and (2) bind his/her respective Party to this Agreement.

7.2 Warranties. Company warrants that the Service will: (1) perform substantially in accordance with the applicable Documentation; and (2) be available to Customer in accordance with the service level standards set forth in Section 4.

7.3 Customer's Systems. Customer is solely responsible for its own computer networks, systems, hardware, and software, including the storage, security, and preservation of its own data. Storage and use of any downloaded Content is solely at Customer's own risk.

7.4 Disclaimers.

(A) THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE (INCLUDING NON-INFRINGEMENT), AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. COMPANY MAKES NO WARRANTY THAT THE SOFTWARE OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE.

(B) COMPANY DOES NOT MAINTAIN OR CONTROL THIRD-PARTY CONTENT OR THE CONTENT OF OTHER WEBSITES THAT MAY BE MADE AVAILABLE AS PART OF THE SERVICE AND IS NOT RESPONSIBLE FOR THE AVAILABILITY, COMPLETENESS, TIMELINESS, FACTUAL ACCURACY, OR NON-INFRINGEMENT OF SUCH CONTENT. CONTENT IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT COMPANY AND/OR THIRD-PARTY SOURCES MAY CHOOSE AT ANY TIME TO PROHIBIT THEIR CONTENT FROM BEING ACCESSED UNDER THIS AGREEMENT.

8. INDEMNIFICATION

8.1 Indemnification by Company. Subject to and within the limitations of Florida statutes 768.28, Company will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the

Company Technology infringes or misappropriates such third party's intellectual property rights under the laws of the United States (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a court-approved settlement of a Claim Against Customer. Company's indemnification obligation does not cover third party claims arising from: (1) modifications to the Company Technology or the Service by anyone other than Company or its authorized agents and contractors; (2) use of the Company Technology by Customer in combination with other software or equipment not provided by Company where the Company Technology, but for such combination, would not be infringing; or (3) Customer's failure to use the Company Technology or the Service in accordance with the terms and conditions in this Agreement. If a claim regarding the Company Technology and alleging infringement is brought or is likely, in Company's sole opinion, to be brought, Company may, at its option and expense (A) obtain the right for Customer to continue using the Company Technology and Service; (B) replace or modify the Company Technology so that it becomes non-infringing; or (C) upon notice to Customer, terminate this Agreement or Customer's use of the Company Technology and Service or any portion thereof, provided that Company promptly refunds to Customer the prorated portion of any pre-paid annual subscription fees paid hereunder for the Service or any portion of the Service. The above defense and indemnification obligations do not apply to the extent a Claim Against Customer arises from Customer Data, Content, or Customer's breach of this Agreement.

8.2 Indemnification by Customer. Customer will defend any Company Covered Party against any claim, demand, suit or proceeding made or brought against such Company Covered Party by a third party alleging that the Customer Data, or Customer's use of any Service or Content in breach of this Agreement, infringes or misappropriates such third party's intellectual property, proprietary or personal rights or violates applicable law, including violation of privacy or spamming laws or regulations (a "Claim Against Company"), and will indemnify the Company Covered Party from any damages, attorney fees and costs finally awarded against the Company Covered Party as a result of, or for any amounts paid by the Company Covered Party under a court-approved settlement of a Claim Against Company.

8.3 Indemnification Requirements. Indemnification by a Party is conditioned upon the following: (1) the indemnitee promptly notifying the other Party of any claim; (2) the indemnitor having sole control of the defense and all related settlement negotiations; and (3) the indemnitee cooperating, at the indemnitor's expense, in the defense and furnishing the indemnitor with all related evidence in its control.

8.4 Exclusive Remedy. This Section 8 states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of claim described in this section.

9. LIMITATION OF LIABILITY

9.1 Responsibility for Results. Customer acknowledges that it alone is responsible for the results obtained from its use of the Service, including without limitation the usefulness, completeness, accuracy and content of such results. If any such results are inaccurate or incomplete solely due to any defect in the Service, Customer's exclusive remedy and Company's sole obligation shall be to correct or modify the Service at no additional charge to Customer.

9.2 Links to Third Party Sites. The Service may contain hyperlinks to Web sites controlled by parties other than Company. Company is not responsible for and does not endorse or accept any responsibility for the content or use of such Web sites.

9.3 Limitation of Liability. Except for a material breach of the confidentiality provisions set forth in Section 6 or claims related to personal injury or property damage caused solely by Company's gross negligence or willful misconduct, Company's entire liability and Customer's exclusive remedy for damages for any claims arising under or in connection with this Agreement, regardless of the cause of action, whether in contract or in tort (including without limitation, breach of warranty and negligence claims) shall be limited to Customer's actual, awarded direct damages, not to exceed the amounts actually paid by Customer under this Agreement during the twelve (12) months immediately preceding the month in which the cause of action arose.

9.4 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY, COMPANY'S THIRD-PARTY CONTENT SUPPLIERS, OR ANY OF THEIR DIRECTORS, AGENTS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR (1) ANY CLAIMS OR DEMANDS OF THIRD PARTIES (OTHER THAN THOSE THIRD-PARTY CLAIMS COVERED BY SECTION 8); OR (2) ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR ANTICIPATED PROFITS, LOSS OF REVENUE, ECONOMIC LOSS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT, OR INTERRUPTION OF BUSINESS, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

10.1 Term of MSA. The term of this MSA commences on the MSA Effective Date and continues until the expiration or termination of all Service Terms ("Term"). Except as expressly set forth in this Agreement, this Agreement may not be terminated prior to the end of the Term.

10.2 Term of Subscriptions. A "Service Term" is defined as the period of time for each Service provided to Customer under this Agreement. Service Terms will be set forth in each applicable Order Form. Any professional services or custom services purchased by Customer shall be used by Customer within the longest Service Term of any service listed on the Order Form, or if no other service is listed on the Order Form, then within Customer's then-current Service Term.

10.3 Intentionally omitted.

10.4 Termination for Breach. If either Party believes that the other Party has failed in any material respect to perform its obligations under this Agreement, then that Party may provide written notice to the breaching Party describing the alleged failure in reasonable detail. If a breach has occurred and if the breaching Party does not cure or begin to cure the material failure within thirty (30) days after receiving such written notice, then the non-breaching Party may terminate this Agreement immediately by written notice to the breaching Party. Termination of this Agreement will be in addition to, and not in lieu of, other remedies available to the terminating Party. Notwithstanding the foregoing, Company may terminate this Agreement immediately if Customer or any Users breach Section 2.1(B), Section 2.3, or Section 6 of this Agreement.

10.5 Suspension of Service by Company. In addition to those conditions, rights, and remedies set forth in this Agreement, Company may suspend access to the Services under any Order Form if, in Company's reasonable determination: (1) Customer fails to pay an undisputed invoice within ten (10) days after Company gives Customer notice of such failure; (2) Customer's use of the Service or Content violates applicable local, state, federal, or foreign laws or regulations; (3) Customer fails to use the Service in accordance with this Agreement; (4) Customer's use of the Service degrades performance of the Service, or results in excessive bounce-backs, SPAM notices or requests for removal from mailing lists by recipients; or (5) there are repeated complaints of Customer posting or uploading material that infringes or is alleged to violate the intellectual property rights of any person or entity. Company will provide notice (which may be by email) of such suspension; and when commercially possible, will work in good faith with Customer to help Customer resolve the issue causing the suspension.

10.6 Refund or Payment on Termination. If this Agreement is terminated by Customer in accordance with Section 10.4 above, Company will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Company in accordance with Section 10.4 above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve Customer of its obligation to pay any fees due or payable to Company for the period prior to the effective date of termination.

10.7 Effect of Termination. Upon any expiration or termination of this Agreement: (1) Customer's right to use the Services shall cease, and Company shall have no further obligation to make the Services available to Customer; (2) except as otherwise expressly stated herein, all rights, licenses and/or access granted to Customer under this Agreement will immediately cease; and (3) Customer shall return, delete or destroy any Content and shall certify in writing to Company that it has done so.

11. GOVERNING LAW AND DISPUTES

11.1 This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the laws of the State of Maryland exclusive of its choice of law provisions and WITHOUT THE APPLICATION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT. Any suit hereunder will be brought in the federal or state courts located in the State of Maryland, and the Parties submit to the personal jurisdiction thereof. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Customer and Company agree that in the event of litigation, the prevailing Party shall have the right to collect from the other Party its reasonable costs and attorneys' fees.

11.2 Except for actions for non-payment, breach of confidentiality or indemnities under Section 8, no action, regardless of form, arising out of or related to this Agreement may be brought by either Party more than two (2) years after the accrual of the cause of action.

11.3 Both Parties agree to comply fully with all relevant laws, including the export laws and regulations relating to use of the Service in its place of business, regardless of country or jurisdiction. However, Customer's use of the Content is at Customer's own risk. Without limiting the foregoing, Customer will be solely responsible for usage of contact information (e.g. names, phone and facsimile numbers, e-mail addresses and physical addresses) in compliance with relevant laws and regulations. Customer may not: (1) send spam or unsolicited messages in violation of relevant laws, including concerning privacy, data protection, telemarketing, the CAN-SPAM Act or other commercial email laws, wireless domain suppression lists, and "Do-Not-Call" lists; (2) send or store infringing, obscene, threatening, harassing, libelous, or otherwise unlawful or tortious material, including material harmful to children or violate third party privacy rights; or (3) send or store material containing Malicious Code, including, without limitation, software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

12. GENERAL PROVISIONS

12.1 Export Compliance. The Services and Content and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Company and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or in violation of any export law or regulation.

12.2 Anti-Corruption. Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from a Company employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, it will use reasonable efforts to promptly notify Company's Legal Department at legaldept@cision.com.

12.3 Force Majeure. Except for Customer's obligation to pay for Services already performed or to which it had access, neither Party will be responsible for failure to perform contractual duties caused by events beyond such Party's reasonable control, including but not limited to: (1) failures of utility services or transportation networks; (2) acts of public enemies; (3) terrorism; (4) war; (5) insurrection or riot; (6) natural disasters; (7) a serious accident, strike, labor trouble, or work interruption; (8) compliance with applicable law; or (9) any other events beyond a Party's reasonable control.

12.4 Relationship of the Parties. The Parties are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the Parties.

12.5 Government Customers. If Customer is the U.S. Government or any agency or instrumentality thereof, then any software provided pursuant to this Agreement is delivered with RESTRICTED RIGHTS only. The use, duplication, or disclosure by the

Government is subject to restrictions as set forth in FAR 52.227-19 Commercial Computer Software—Restricted Rights or DFAR 252.227-7013 Rights in Technical Data and Computer Software.

12.6 Third-Party Beneficiaries. Company's Content licensors shall have the benefit of Company's rights and protections hereunder with respect to the applicable Content. There are no other third-party beneficiaries under this Agreement.

12.7 Notices. Any notice or other communication required or permitted to be made or given by either Party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given: (1) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (2) when delivered if delivered personally; or (3) one business day after being sent by express courier service. All notices will be sent to Customer at its address as set forth on the first page of this Agreement. Notices to Company shall be sent to Cision, 12051 Indian Creek Court, Beltsville, MD 20705, Attn: Legal Department. In addition, Company may provide notices to Customer electronically either via the Service or via any email address provided by Customer in connection with Customer's account.

12.8 Waiver. No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving Party. If either Party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the Party may have under this Agreement.

12.9 Severability. The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the Parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties.

12.10 Survivability. All provisions of this Agreement relating to disclaimers of warranties, remedies, damages, confidentiality, payment obligations, restrictions on use, and any other terms that either expressly or by their nature should survive, shall survive any termination of this Agreement, and shall continue in full force and effect.

12.11 Assignment. Customer may not assign this Agreement without Company's written consent, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

12.12 Headings. Section headings are for reference only and shall not be considered substantive parts of this Agreement.

12.13 Counterparts. This Agreement may be executed by facsimile or electronic signature and in counterparts.

12.14 OFAC. Customer represents and warrants that neither it nor any of its employees is a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action.

12.15 Entire Agreement. This Agreement represents the entire agreement between Customer and Company with respect to the subject matter, superseding all previous oral or written communications, representations, or agreements or proposals, including but not limited to any purchase order forms submitted by Customer, and Customer acknowledges that it has not relied on any representation that is not expressly set forth in this Agreement. The Parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency within the Agreement, the order of precedence shall be: (1) the applicable Order Form or SOW, (2) this MSA, and (3) the Documentation. This Agreement may be modified only by a writing signed by both Parties.

Signed by each Party's authorized representative.

Cision US Inc.

Signature

Printed Name

Date

Clay County Board of County Commissioners

Signature

Printed Name

Date

ATTEST FOR CLAY COUNTY:

S. C. Kopelousos, County Manager and
Clerk of the Board of County
Commissioners

EXHIBIT A SERVICES APPENDICES

Each section is only applicable if the service named has been subscribed to as set forth on an Order Form or forms part of another Service.

1. MEDIA DATABASE SERVICES

1.1 Rates. This section sets forth the terms and conditions governing Customer's use of Company's proprietary database that contains media profiles and associated information ("Database Data") and is a subset of Company Data. Company charges a fixed fee for access to the Database Data as stated in the Order Form and a variable charge for distribution of emails via the Company Technology. The number of email distributions that Customer has purchased, if any, shall be stated on the Order Form.

1.2 License. Customer may allow its Users to access and use the Database Data to create and download lists of media outlet information, use Distribution Points to distribute press releases or similar information via the Company Technology, and attach its own personal notes to Database Data. Customer will not: (1) remove any proprietary notices, graphics, or text contained in or on the Database Data or on any downloaded lists; (2) make the Database Data or any downloaded lists available to non-Users, unless otherwise permitted under this Agreement; (3) incorporate or use the Database Data in any resale process, including a press release distribution service, unless otherwise permitted under this Agreement; or (4) use Database Data in a manner that would violate any applicable law, including but not limited to the CAN-SPAM Act or other anti-spamming laws or regulations and the Canadian Personal Information Protection and Electronic Documents Act all as amended by the Canada Anti-Spam Legislation. Any individual whom Customer contacts via the Company Technology using contact information acquired other than through the Services has either (A) given prior consent; or (B) can be contacted by Customer in accordance with applicable law. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, DOWNLOADING, REPRODUCTION, REDISTRIBUTION, OR REPUBLICATION OF THE DATABASE DATA IS AT CUSTOMER'S OWN RISK. COMPANY AND ITS THIRD PARTY PROVIDERS WILL NOT BE LIABLE FOR CUSTOMER'S SUBSEQUENT USE OR DISTRIBUTION OF THE DATABASE DATA.

1.3 Twitter Data. Certain Database Data may be provided by Twitter ("Twitter Data"), and by using such Twitter Data, Customer agrees to the Twitter Terms of Service located at www.twitter.com ("Twitter TOS"). If Customer uses the Services to create content for or post content to the Twitter service, then Customer agrees to be bound by the Twitter privacy policy located at www.twitter.com ("Twitter Privacy Policy"), and the Twitter Rules located at www.twitter.com ("Twitter Rules"). Company may immediately terminate Customer's access to and continued retention of Twitter Data if Company or Twitter reasonably believes that Customer is not in compliance with the Twitter TOS, Twitter Rules or Twitter Privacy Policy.

1.4 YouTube Data. Certain Database Data may be provided by YouTube ("YouTube Data"), and by using such YouTube Data, Customer agrees to be bound by the YouTube Terms of Service located at <https://www.youtube.com/t/terms> or such other terms that Customer has entered into with YouTube directly ("YouTube TOS"). Company may immediately terminate Customer's access to and continued retention of YouTube Data if Company or YouTube reasonably believes that Customer is not in compliance with the YouTube TOS.

2. PRESS RELEASE DISTRIBUTION AND WEB SERVICE ENGINE OPTIMIZATION ("WEB SEO") SERVICES

2.1 Press Release Distribution Services. This section sets forth the terms and conditions governing Customer's use of press release distribution services ("Distribution Services") provided by Company's Affiliates, PR Newswire Association LLC ("PR Newswire") and Vocus PRW Holdings ("PRWeb") and are subject solely to the terms and conditions specified in this Section 2.1 of this Exhibit A and Articles 5, 10, 11 and 12 of the MSA. Any other provision of the MSA shall have no force or effect with respect to the provision of the Distribution Services.

(A) For purposes of this Section 2.1, the following terms have the meanings ascribed to them below:

"Authorized Sender" refers to those individuals identified by Customer in writing as being authorized to submit Release Content and issue Releases on Customer's behalf.

"Release Content" refers to information, data or content of any kind posted, delivered, uploaded or submitted by Customer or on Customer's behalf in connection with the Distribution Services, whether in the form of copy, text, images, video, audio files or other form, and regardless of the format, including all logos, proprietary marks, distribution lists, links and URLs.

"Release" refers to Release Content, as processed by PR Newswire or PRWeb for distribution.

(B) Customer is responsible for the content and accuracy of all Customer Data submitted by it, even if any Release Content has been reviewed, edited, or written by Company or its Affiliates for Customer. PRNewswire, PRWeb and Company are not responsible for verifying facts contained in any Release Content. Because of the volume of information and copy submitted to PR Newswire and PRWeb, PR Newswire and PRWeb cannot be responsible for verifying any facts contained therein. Customer represents, warrants and covenants that (1) it has the right, power and authority to submit the Release Content to PR Newswire or PRWeb for distribution and to issue Releases; (2) it has all of the necessary right, title and interest in and to the Release Content to grant the rights granted herein; (3) it shall comply with all federal, state, local and international laws, rules and regulations applicable to its use of the Service; (4) it has obtained all of the authorizations and consents required in connection with its distribution lists; (5) the Release Content will not contain any material that (a) is obscene or pornographic; (b) is libelous, slanderous, defamatory, or otherwise false or misleading; or (c) violates any copyright, patent, trademark, trade secret or other proprietary right, right of privacy or publicity, or any other right of any individual or entity; and (6) it shall take commercially reasonable precautions to ensure that the Release Content will not contain any (a) computer virus, Trojan horse, trap door, back door, Easter egg, worm, time bomb, packet bomb, cancelbot, scripts, macros; (b) programs or links to macros, scripts, or programs; or (c) other code that alters, destroys or inhibits the operation of, or infiltrates computer systems or data run through such computer systems. Customer shall indemnify and hold harmless PR Newswire and/or PRWeb, its affiliates and agents, and those licensed or otherwise authorized by PR Newswire

and/or PRWeb to process, transmit or distribute Release Content from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any breach by Customer of the foregoing representations and warranties or otherwise arising out of or relating to the contents or nature of the Release Content.

(C) By submitting Release Content to PR Newswire and/or PRWeb in connection with the Distribution Services, Customer grants to PR Newswire and/or PRWeb and their third-party content distributors a worldwide, royalty-free, perpetual and sublicensable right and license to reproduce, distribute, translate, archive and create derivative works of the type created by a news release distribution business from any Release Content or Release.

(D) Only Authorized Senders may submit Release Content or issue Releases on Customer's behalf. Customer acknowledges that it is its responsibility to provide PR Newswire and/or PRWeb with a current, accurate list of the names of its Authorized Senders, and all related contact information, at all times. For each Release, Customer shall indicate, in writing, (1) the name of the issuer of the Release (i.e. not the issuer's agency), which name shall be displayed to the public as the source of the Release; and (2) the name and phone number of the person responsible for responding to questions or requests for additional information by members of the media and other readers of the Release. As part of its performance of the Distribution Services, PR Newswire and/or PRWeb may process Customer Data, including for the purposes of (1) incorporation of metatags, urls, beacons, logos, and copyright notices; (2) formatting for distribution; and (iii) correction of typographical, spelling, and other non-substantive errors.

(E) Customer acknowledges that: (1) Customer's failure to update the names of its Authorized Senders or any related contact information could result in delays in the issuance of Releases or the issuance of Releases by a person or persons no longer authorized by Customer; (2) PR Newswire or PRWeb may, in its sole discretion and judgment, reject Release Content for any reason, or refuse or cease distribution of any Release or remove any Release, in each case if it determines that the Release is objectionable or may result in liability; (3) PR Newswire's and PRWeb's distribution lists may change from time to time, and, except as otherwise expressly specified in the Order, PR Newswire and PRWeb do not guarantee distribution of a Release to any specific distribution point; (4) PR Newswire and PRWeb do not guarantee that any Release will be picked up by any particular website, media outlet or member of the media; (5) once distributed and viewable by the public, a Release may be publicly accessed, viewed and downloaded in perpetuity; and (6) PR Newswire and PRWeb have no responsibility or liability for the license terms of any Terms of Use, Terms of Service, or other terms or conditions of any social media site (such as Facebook, Twitter, YouTube and Pinterest) to which a Release is distributed.

(F) PR Newswire and PRWeb each represent and warrant that (1) it has the right, power and authority to enter into this Agreement; (2) it will comply with all federal, state, international and local laws, rules and regulations applicable to Company's business in connection with the provision of Distribution Services to Customer hereunder; and (3) it will perform its obligations under the terms of this Agreement in accordance with applicable industry standards. Any errors by PR Newswire or PRWeb will be corrected promptly upon discovery, without additional charge, or, if correction is not practical (in PR Newswire's or PRWeb's discretion) then PR Newswire or PRWeb may provide a refund for such affected Release, and such obligation to correct or refund shall constitute the sole liability of PR Newswire or PRWeb for such affected Release.

(G) EXCEPT AS PROVIDED IN THIS SECTION 2.1, PR NEWSWIRE AND PRWEB MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE DISTRIBUTION SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR SUITABILITY FOR PRINT OR BROADCAST. NOTWITHSTANDING ANY PROVISION OF THE MSA TO THE CONTRARY, EXCEPT FOR CLAIMS RELATED TO PERSONAL INJURY OR PROPERTY DAMAGE CAUSED SOLELY BY PR NEWSWIRE'S OR PRWEB'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PR NEWSWIRE'S, PRWEB'S AND COMPANY'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIMS ARISING UNDER OR IN CONNECTION WITH THE DISTRIBUTION SERVICES, REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY AND NEGLIGENCE CLAIMS) SHALL BE LIMITED TO CUSTOMER'S ACTUAL, AWARDED DIRECT DAMAGES, NOT TO EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER WITH RESPECT TO THE DISTRIBUTION SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CAUSE OF ACTION AROSE. IN CONNECTION WITH THE DISTRIBUTION SERVICES, IN NO EVENT WILL EITHER PARTY OR ANY OF THEIR DIRECTORS, AGENTS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR (1) ANY CLAIMS OR DEMANDS OF THIRD PARTIES (OTHER THAN THOSE THIRD-PARTY CLAIMS COVERED IN SECTION 2.1 OF THIS EXHIBIT A); OR (2) ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR ANTICIPATED PROFITS, LOSS OF REVENUE, ECONOMIC LOSS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT, OR INTERRUPTION OF BUSINESS, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

(H) Customer acknowledges that the views expressed by issues of press releases are their own opinions, not the views of Company or the Press Release Distribution Services, and that different issuers of press releases may espouse conflicting opinions.

(I) Company, PRNewswire and PRWeb reserve the right in their reasonable discretion to (a) reject or edit Release Content (such editing to be done collaboratively with Customer); and (b) remove any Release from their Web sites, cease distribution of any Release or reject any Release. Customer acknowledges that re-distribution of Releases is sometimes beyond Company's control, and accordingly, Company is not obligated to remove Releases from sites outside of its networks.

(J) All Releases must follow the Distribution Services' editorial guidelines which can be found on the Distribution Services' Web sites and are subject to change at any time at Company's, PRNewswire's or PRWeb's sole discretion.

2.2 Web SEO Services. Customer may purchase search engine optimization and tagging services, as well as search engine reports on their press releases ("Web SEO Services"). As further set forth in Section 7 of the MSA, neither Company nor its third party suppliers

or partners will be liable to Customer for any error or omission resulting in the failure of the Web SEO Services to create any specific changes in search engine placement.

3. MEDIA MONITORING SERVICES

3.1 Queries. This section sets forth the terms and conditions governing Company's provision and Customer's use of Company's media monitoring service (the "**Monitoring Service**"). Company will monitor sources for mentions of words or phrases specified by Customer (each word or phrase a "**Customer Query**"). Company reserves the right, in its sole and absolute discretion, to refuse to undertake any query that Company reasonably deems improper or unlawful.

3.2 Services and Rates. Based on Customer Queries, the Monitoring Service may contain information from the following available sources: (1) print, (2) internet, (3) social media, and (4) broadcast monitoring (collectively, the "**Materials**"). Information provided through broadcast monitoring shall also be referred to as "**Broadcast Content**." Materials provided through the Monitoring Service constitute Content and are provided "AS IS."

(A) **US Media Monitoring Services.** Company takes no responsibility and assumes no liability for the obligations of third party-provided Content received via the Company Technology. Customer acknowledges and agrees that Company is only acting as a passive conduit for online distribution and publication of Materials from a third party. Customer may be required to agree to a third party's terms of use in connection with its use of Materials.

(B) **International Print Monitoring Services.** For international print media monitoring services, Company may charge a fixed fee as set forth on the applicable Order Form as well as a variable charge for delivery of certain articles. Items delivered to Customer cannot be used as evidence in legal proceedings, in political activities or for any public display including, but not limited to, marketing, advertising, endorsement, publicity, and educational exhibition. Certain items delivered to Customer via the Service may only remain on Company's servers for a limited period of time pursuant to Company's agreements with its third-party providers. After expiration of that time, certain copyrighted items may not be available for retrieval from the Service.

(I) **Canadian Monitoring Services.** Canadian Content is subject to additional restrictions as set forth below:

- a. Users must be made aware of the any restrictions before being given access to the Canadian Content. In no circumstances shall the aggregate responsibility of CEDROM-SNi and the copyright owner exceed the amount paid by Customer under this Agreement.
- b. Company is authorized to transfer to CEDROM-SNi or other licensors all relevant information about this Agreement. For Materials for which electronic distribution rights are administered by CEDROM-SNi Inc. or other licensors, the authorization granted herein is deemed to have been granted directly by CEDROM-SNi Inc. or other licensors and CEDROM-SNi Inc. or other licensors shall benefit from the same rights and protections as the copyright owner.
- c. If Customer subscribes to Canadian Monitoring Services and has more than five (5) Users, CEDROM-SNi requires a license to be arranged with it directly. If Customer subscribes to Canadian Monitoring Services and is a Government department or agency, Sun Media requires a license to be arranged with it directly. In the event Customer directly negotiates an agreement with any broadcasters or representative print copyright collectives, copyright fees charged will be modified to reflect this. In order to avoid extra charges Customer is required to notify Company of direct copyright agreements held and provide copies of such agreements.
- d. Certain services may have threshold limits and if Customer exceeds such limits, Customer shall remain responsible for overage fees.

(C) **News Monitoring with LexisNexis.** Company provides certain Materials to Customer through a partnership with LexisNexis, a division of Reed Elsevier Inc. ("LN") via the Company Technology, and Content provided through this partnership is provided "AS IS." LN-provided Content is subject to the LexisNexis Terms and Conditions, available online at <http://www.lexisnexis.com/terms/general.aspx> and incorporated into this Agreement by reference or such other terms that Customer has entered into with LN directly ("**LN Terms**"). The LN Terms shall be deemed modified to the extent necessary to permit access to the LN-provided Content through the functionality of the Company Technology. Customer is prohibited from accessing and using LN-provided Content unless Customer has consented to the LN Terms. The LN Terms constitute a separate binding agreement between LN and Customer, and LN has the right to assert and enforce the LN Terms directly on its own behalf. Company takes no responsibility and assumes no liability for the obligations of LN as well as any LN-provided Content accessed via the Company Technology. Customer agrees that Company is only acting as a passive conduit for online distribution and publication of LN-provided Content that has been ordered by Customer from LexisNexis. LN's consent to the terms of this Agreement shall be evidenced by providing Customer with the means to access the LN-provided Content. LN Content may be provided as part of or separately from the Monitoring Service.

(D) **Quickshare via LexisNexis Publisher.** Company provides certain content sharing capabilities of LN-provided Content ("Quickshare") to Customer through a partnership with LN via the Company Technology, but only if Customer subscribes to such Quickshare service. Customer is permitted to publish or distribute LN-provided Content internally to the specified number of recipients listed on the Order Form through daily newsletters, email transmission, and/or through Customer's intranet. For purposes of this paragraph, "internal" includes Customer and its Affiliates.

(E) **Social Media Monitoring Services.** In conjunction with its partners, Company provides social media monitoring services directly by email and via the Company Technology. Social media monitoring charges consist of a fixed fee based on the number of media categories that Company tracks and Customer's article volume. This fee is tiered based on the Parties' agreed estimate of Customer's usage. Company reserves the right to conduct periodic actual usage audits to determine Customer's actual volume. If Customer's audited volume exceeds the tier applicable to its usage, Company will invoice Customer for the overage amounts

and/or Company will cease providing Content above such volume. Company may need administrative access to Customer's social media platform(s) in order to provide social media monitoring services.

(i) Certain Content may be provided by Twitter ("**Twitter Data**"), and by using such Content Customer agrees to the Twitter Terms of Service located at www.twitter.com or such other terms that Customer has entered into with Twitter directly ("**Twitter TOS**"). If Customer uses the Services to create content for or post content to the Twitter service, then Customer agrees to be bound by the Twitter privacy policy located at www.twitter.com ("**Twitter Privacy Policy**"), and the Twitter Rules located at www.twitter.com ("**Twitter Rules**"). Company may immediately terminate Customer's access to and continued retention of such Content if Company or Twitter reasonably believes that Customer is not in compliance with the Twitter TOS, Twitter Rules or Twitter Privacy Policy.

(ii) Certain Content may be provided by YouTube ("**YouTube Data**"), and by using such YouTube Data, Customer agrees to be bound by the YouTube Terms of Service located at <https://www.youtube.com/t/terms> or such other terms that Customer has entered into with YouTube directly ("**YouTube TOS**"). Company may immediately terminate Customer's access to and continued retention of YouTube Data if Company or YouTube reasonably believes that Customer is not in compliance with the YouTube TOS.

(F) Broadcast Monitoring Services.

(i) Company provides Broadcast Content through a partnership with a third-party provider. Notwithstanding anything in this Agreement to the contrary, Customer and Users may: (1) use the Broadcast Content only for Customer's internal use and the purposes of private, non-commercial criticism, comment, news reporting, teaching, scholarship, or research; (2) distribute the Broadcast Content only within Customer's organization in digital copy or link distribution through e-mail, as permitted by the third party's software; (3) not publicly distribute, broadcast, transfer, display, or otherwise publicly exhibit any part of the Broadcast Content by any means, including posting clips to a public Web site on the Internet; (4) not resell, redistribute, download, or store Broadcast Content, other than as permitted in this Section; (5) not create derivative works from, copy and paste links, resell, reverse engineer or otherwise redistribute to third parties the Broadcast Content or the third party's software; and (6) use Broadcast Content for up to twenty-eight (28) days after the original broadcast date, unless otherwise specified herein or permitted in the third party's software. Customer and Users must use best efforts to prevent unauthorized copying or distribution of the Broadcast Content.

(ii) Company provides Customer with information on subjects that Customer selects from broadcast sources, and Broadcast Content is provided "AS IS." Company will stream clips or links for twenty-eight (28) days from the original broadcast air date, unless Customer purchases a "download" or a "stream." Digital preview clips within the Company Technology may be viewed up to one-hundred (100) times per clip on the Full Player; content outside of the Company Technology may be viewed twenty-five (25) times per clip on the modified Skinny Player. Broadcast monitoring fees consist of a negotiated, fixed, nonrefundable fee based on Customer's estimate of its clip volume. Notwithstanding the foregoing, certain download or streaming functionality may not be available if such functionality is or becomes restricted by the third-party provider of such Broadcast Content or by law or by regulation.

(iii) **Volume Pricing for Clip Packages.** Fees for Broadcast Content are charged as set forth on an Order Form, however, Customer may obtain volume pricing on clip packages by pre-paying for a number of clips, which is non-refundable. Packages expire at the end of the Service Term, and clips must be used during the Service Term. If Customer's usage exceeds the package volume, then Company will invoice Customer for the overage amounts. Customer agrees to pay taxes, special services, out of market, special rush, archival, or product license fees in addition to the contractual rate, if applicable.

3.3 Usage.

(A) Customer can access the text (or portions of the text) and video clips containing the Customer Queries through the Company Technology. Using the Services' functionality, Customer may e-mail text and/or hyperlinks viewable within the Services to Customer's employees, agents, contractors or clients (in the case of agencies who use the Services on behalf of a client) ("**Allowed Recipients**") solely for use in relation to Customer's or client's (in case of agencies who use the Services on behalf of a client) internal business purpose.

(B) Unless otherwise authorized in this Agreement, neither Customer nor Allowed Recipients may (a) resell any text or video clips supplied hereunder (including any portion thereof); or (b) distribute or transfer, by any means whatsoever, any text or video clips received via the Services (or copies thereof), to any person, organization or institution other than Allowed Recipients. Customer warrants that text or video clips provided to Customer through the use of the Services will not be resold, republished or otherwise systematically distributed to third parties in any form, including but not limited to via an intranet, extranet or internet site. Notwithstanding anything to the contrary in this Agreement, Customer may, via the Company Technology, post, in electronic format, text, reports or the like, received via the Services to an intranet site for access and use solely by Allowed Recipients.

(C) Customer acknowledges and agrees that in providing the Monitoring Service and Content, Company is not responsible for the substance, text or subject of any such Content.

(D) Customer acknowledges and agrees that the Content monitored by Company is subject to copyrights owned by third parties. Company does not imply, represent or warrant, by virtue of supplying information incorporating Content, that Company holds or grants any license to use any text, video clips or graphics provided, including news mentions or links to such mentions. Customer's use of any text, video clips or graphics provided hereunder, other than in accordance with the terms set forth herein, shall be at Customer's sole risk and expense. All items are protected by copyright owned by the copyright owner or licensor.

(E) Customer's use of Content may be subject to restrictions imposed by one or more third-party copyright owners, and Customer agrees that it shall comply with any such restrictions.

(F) Company does not represent or warrant that any specific source will be monitored by Company or represent that any amount of Content will be delivered through the Company Technology. Company reserves the right to change the sources that it monitors at any time. Certain sources may limit Customer's ability to view content or access links through the Services. Customer agrees that it shall comply with any such restrictions.

(G) If Customer provides users in the United Kingdom ("UK") with access to the Monitoring Service and receipt of NLA Content, then Customer shall:

- (i) Obtain a license for any NLA Content accessed using the Services directly from the Newspaper Licensing Agency ("NLA") for such UK Users;
- (ii) Unless licensed by the NLA, not further reproduce, copy, distribute, display, sell, publish, broadcast, circulate, deliver or transmit NLA Content either internally or to any third party (with the exception of licensed Public Relations Consultancies and/or Trade/Professional Associations) so as to infringe the intellectual property rights vested in the NLA;
- (iii) Not remove, conceal or alter any copyright notices contained on or within the NLA Content as accessed or delivered;
- (iv) Not store NLA Content in electronic form as part of any library or archive of information other than within the Services; and
- (v) Provide a statement when requested by Company setting out the number of permitted Users within Customer's organization in the UK.

(H) UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, DOWNLOADING, REPRODUCTION, REDISTRIBUTION, OR REPUBLICATION OF THE CONTENT AND COMPANY DATA IS SOLELY AT CUSTOMER'S OWN RISK. COMPANY AND ITS THIRD-PARTY PROVIDERS WILL NOT BE LIABLE FOR CUSTOMER'S SUBSEQUENT USE OR DISTRIBUTION OF THE CONTENT OR COMPANY DATA.

3.4 Additional Representations and Warranties.

(A) Print and Internet Monitoring. ALTHOUGH COMPANY WILL MAKE EVERY EFFORT TO PROVIDE A COMPLETE AND RELIABLE MONITORING SERVICE, IT CANNOT GIVE CREDIT FOR MISSED OR INCORRECT ARTICLES. COMPANY MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, REGARDING THE ORIGIN, ACCURACY, CORRECTNESS, COMPLETENESS, SUBJECT MATTER, CONTENT, OR EDITORIAL APPROACH OF ANY CONTENT, OR THE QUALITY OF SCANNED MATERIALS.

(B) Broadcast Monitoring. COMPANY CANNOT MAKE REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF BROADCAST CONTENT OR TELEVISION TEXT BECAUSE IT USES CLOSED-CAPTIONS OF PROGRAMS, WHICH IS NOT ALWAYS IDENTICAL TO THE LITERAL TRANSCRIPTION OF A BROADCAST. CUSTOMER ACKNOWLEDGES THAT CLOSED-CAPTIONS IS SUBJECT TO OCCASIONAL CAPTION ERRORS, MISSPELLINGS, AND GARBLING.

(C) Social Media Monitoring. SOCIAL MEDIA MONITORING SERVICES ARE PROVIDED TO CUSTOMER "AS-IS." COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND AND NATURE CONCERNING THE SOCIAL MEDIA MONITORING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. SPECIFICALLY, COMPANY DOES NOT WARRANT THAT THE SOCIAL MEDIA MONITORING SERVICES WILL BE ERROR FREE, COMPLETELY SECURE, OR OPERATE WITHOUT INTERRUPTION.

4. HELP A REPORTER OUT SERVICE

4.1 HARO. This section sets forth the terms and conditions governing the provision and Customer's use of Company's service linking information sources to reporters and bloggers currently known as HARO or HelpAReporterOut ("HARO").

4.2 Types of Memberships There are two types of memberships in HARO: Journalist Members and Source Members. The scope of Customer's access to the site is dependent upon the member type. Journalist Members log onto the Journalist home page and post a query ("HARO Query") which is given an anonymous email address. Source Members receive email listings of HARO Queries submitted by Journalist Members. If a Source Member has relevant information which he or she believes, in good faith, can assist the Journalist Member with regard to the specific HARO Query, then the Source Member may provide that information in response. The Source Member may not respond if the information is not in specific response to the HARO Query and the Source Member may not utilize any information contained within the HARO Query for any other purpose. Source Members may forward HARO Queries to others, but Source Members shall not post HARO Queries on blogs, Web sites or any similar venue. Customer shall not harvest Journalist Member email addresses for any reason.

4.3 Additional Disclaimers Company does not represent or warrant any information regarding the identity of any Journalist or Source Member with whom Customer may interact in the course of using the HARO service. Additionally, Company does not verify the authenticity of any data which Journalist or Source Members provide about themselves or relationships such individuals may describe. Customer shall not falsely state, impersonate, or otherwise misrepresent its identity, including but not limited to the use of a pseudonym in posting or responding to HARO Queries. Company is not liable for the deletion, corruption or failure to post, store and/or forward any messages or other content (and/or to do so in a timely manner), including without limitation HARO Queries maintained or transmitted by the Services.

**STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS**
[General]

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means "Company" in the Agreement providing software services to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or "Customer" in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, 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; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(b) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work 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.

(c) The Parties will attempt to settle any payment dispute arising under this paragraph 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 Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, 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 Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The 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 Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the Manager or his or her designee is obtained.

7. Intentionally Omitted.

8. With respect to any indemnification by the County provided under the 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 the County's sovereign immunity.

9. 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 the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. 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.

12. **PUBLIC RECORDS LAW:** 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.

13. The Contractor's failure to comply with the requirements of paragraph 12 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14. 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.

15. 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.

16. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed 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 subsection (2) of the Statute; or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
- (iii) has been placed 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 subsection (2) of the Statute; or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

[The remainder of this page is intentionally blank.]

ATTEST FOR CLAY COUNTY:

S. C. Kopelousos, County Manager and Clerk of
the Board of County Commissioners

(Corporate Seal)

County:

Clay County, a political subdivision of the State
of Florida, by its Board of County
Commissioners

By: _____
Gavin Rollins
Its Chairman

Contractor Name: Cision US, Inc.

By: _____

Printed Name: _____

Title: _____



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 3 3:30 PM

TO: Finance and Audit Committee

DATE: 3/23/2018

FROM: Administrative and Contractual Services

SUBJECT: Approval of the Agreement with YMCA of Florida's First Coast, Inc., for the operation of summer camp at Camp Chowenwaw, for the term of May 1, 2018 - October 31, 2018. Anticipated revenue is \$2,805.00. Funding Source: Not Applicable (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The YMCA of Florida's First Coast, Inc. has held summer day camp at Camp Chowenwaw Park since 2014 for the purpose of providing recreation and enrichment activities for area children from the age of 2 to 5. The program has been well received by the participants.

Is Funding Required (Yes/No):

No

If Yes, Was the item budgeted (Yes/No/N/A):

No

Funding Source: Not Applicable. (Revenue generating)

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

☐ [Agreement-YMCA of Florida's First Coast, Inc.](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	3/28/2018 - 3:16 PM	
County Manager	Kopelousos, Stephanie	Approved	3/29/2018 - 8:24 AM	

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCL F/N 4-3-18
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
RECEIVED		
DATE:	January 31, 2018	
Staff Member Preparing Form:	Lynn A. Higgs	
Department Submitting Contract:	Parks and Recreation	
Vendor Name:	YMCA of Florida's First Coast, Inc.	
Contract Title:	USER AGREEMENT BETWEEN CBOCC AND YMCA OF FLORIDA'S FIRST COAST, INC. FOR THE OPERATION OF SUMMER CAMP AT CAMP CHOWENWAW COUNTY PARK	
*Please type N/A below next to items not applicable.	SUMMARY (TO BE COMPLETED BY DEPARTMENT)	
	Yes	No
1. New Contract:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Renewal/Amend./Supplement:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Sole Source* (explain below): N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Quotes/bid policy met: N/A	<input type="checkbox"/>	<input type="checkbox"/>
5. Need to waive bid policy: N/A	<input type="checkbox"/>	<input type="checkbox"/>
6. Automatic renewal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Standard Addendum Executed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Advance Payment Required:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Contract Amount (*Detail negotiation efforts below) REVENUE \$2,805.00 (ANTICIPATED)		
10. Previous Price (*If increase explain below) N/A		
11. Date of Original Contract N/A		
12. Number of Renewals One five month term effective May 1, 2019 through October 31, 2019		
13. Length of Term May 15, 2018 through October 31, 2018		
14. Price Negotiation Efforts:		
Requested Action: (Please type below)		
Approval of User Agreement for the YMCA to hold Summer Day Camp at Camp Chowenwaw Park in 2018, with the option for one (1) more renewal		
Background/Purpose: (Please type below)		
The YMCA of Florida's First Coast has held Summer Day Camp at Camp Chowenwaw Park since 2008 for the purpose of providing recreation and enrichment activities for area children from the age of 5 to 14. The program has been well received by the participants.		

Approvals

Purchasing:	No Changes	With Changes
Review Date:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2-23-18		

Budget:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2/23/18		

Finance:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2/23/18		

County Attorney:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3-7-18		

Recommended Changes: (Please type below)

*See comments at Sections 6, 22 and 23. *See comment at the bottom of page 6. *Composite Exhibit A is incomplete... missing the Standard Addendum.

Legal addressed Dan Little's comments with a new draft that Lynn Higgs will provide to you as a "resubmittal" my sign off is for the revised document

*Sole Source Explanation: (Please type below)

- FORM REVISED: 09/18/2017

*All comments have been addressed.

CLAY COUNTY BOARD OF COMMISSIONERS

FEB 15 12:53

RECEIVED
PURCHASING DIVISION

AGREEMENT # _____

USER AGREEMENT BETWEEN CLAY COUNTY, FLORIDA AND
YMCA OF FLORIDA'S FIRST COAST, INC.
FOR THE OPERATION OF A SUMMER CAMP AT
CAMP CHOWENWAW COUNTY PARK

This User Agreement is made and entered into in duplicate this _____ day of _____, 2018, by and between Clay County, Florida, a Political Subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and the YMCA of Florida's First Coast, Inc., a non-profit organization, (hereinafter referred to as the "YMCA").

WITNESSETH:

WHEREAS, the COUNTY has acquired Camp Chowenwaw Park with funding from the Florida Communities Trust (FCT) and the Property is subject to certain limitations provided in the FCT Declaration of Restrictive Covenants which is Exhibit "B" to the Warranty Deed recorded in Official Record Book 2694, Page 436, of the public records of Clay County, Florida; and

WHEREAS, as part and condition of the FCT funding, the COUNTY provided and the FCT approved a Management Plan for Camp Chowenwaw Park, the terms of which are hereby incorporated herein by reference; and

WHEREAS, the COUNTY intends that the historic and natural resources and recreational values of the Property be preserved and enhanced in accordance with the Management Plan as it may be amended from time to time only after review and approval by FCT; and

WHEREAS, the YMCA desires to provide a summer day camp at Camp Chowenwaw Park, and

WHEREAS, the FCT has approved the use of Camp Chowenwaw Park by the YMCA for a summer day camp and the COUNTY desires to assist the YMCA in such efforts by providing the necessary facilities, and

WHEREAS, all activities by the COUNTY and the YMCA shall be consistent with this Agreement and the Management Plan; and

WHEREAS, the COUNTY'S standard addendum to all Contracts and Agreements and the Scrutinized Companies Certification are attached hereto as Composite Exhibit "A" and made a part hereof, and

The COUNTY and YMCA agree as follows:

1. The YMCA shall employ a Camp Director to be directly responsible for the Summer Camp Program (Camp Program).
2. The Camp Director shall be responsible to the COUNTY or its designee on matters relating to the physical facilities, including but not limited to their use, equipment and care, participant

conduct, and requests for special use activities. The physical facilities (the Facilities) shall include the buildings and the pool listed on Attachment B which is made a part hereof.

3. The Camp Director shall be responsible to the YMCA Program Director on all matters relating to the operation of the Camp Program, including but not limited to camp instructions, registration, supervision, materials and supplies.

4. The YMCA may include archery instruction as part of the summer camp activities, provided that:

a. YMCA staff and volunteers follow a recognized safety program specific for archery instruction which includes details on equipment design, range and target design, instructor training, and range operation; and

b. A copy of the safety program is provided to and approved by the COUNTY, at least 30 days prior to beginning archery activities.

5. The YMCA shall reimburse the COUNTY for its cost in providing the use of the following facilities as are more particularly described in Attachment B which is made a part hereof: e of: (1) the pool facility for use by the Camp participants during normal pool operating hours; (2) the Kiwita Nature Center Building for 12 hours a day, five days a week, Monday through Friday (6:30 AM – 6:30 PM); and (3) the Orange Blossom Building. The County will provide a statement to the YMCA at the end of each month indicating the cost reimbursement due based upon the number of days the Facilities have been used that month at the fee specified in Attachment B. Payment is due within thirty days of the date of the statement.

6. The end date of summer camp, the number of days of camp operation, and the season total reimbursement amount by the YMCA are listed in Attachment B. The number of days may be increased at the request of the YMCA to coincide with the last week of the Clay County School District summer break. A request for such adjustment shall be made in writing by March 1st each year. If the requested facility is available for the additional dates, such request shall be granted by the COUNTY.

7. Cancellation of the use of Kiwita Nature Center Building by the YMCA for staff training or parent orientation requires 30 days advance notice to avoid being charged for the reservation. Reimbursement for any cancellation charges shall also be made to the COUNTY once per month.

8. The term of this User Agreement shall begin on May 1, 2018 and shall terminate on October 31, 2018. The YMCA shall have the option to renew this Agreement for an additional summer term by notifying the COUNTY in writing, no later than September 15, 2018, of the desire to renew. Upon receipt of said written notice, the parties agree to negotiate a renewal agreement for an additional summer term of five months effective May 1, 2019 through October 31, 2019.

9. The YMCA will provide the COUNTY with a certificate of insurance with coverage for the Camp Program as required by Attachment A which is incorporated herein.

10. The YMCA agrees to be responsible for any damage to the Facilities caused by its use thereof under this User Agreement. The damage assessment will be determined by the COUNTY

or its designee. The Facilities will be inspected prior to the start of the Camp Program and again at the end of the Camp Program. A YMCA representative shall accompany a COUNTY representative during all Facilities inspections.

11. If at any time during the term of this User Agreement the YMCA discovers any damage to the Facilities, it shall be reported immediately to the COUNTY.

12. The modular playground unit and accompanying playground area (playground) at Camp Chowenwaw Park is expressly for the use by children who are ages 12 years and under. The YMCA shall not permit use of the modular playground unit by anyone other than children aged 12 years and under. A YMCA adult representative must be physically present in the playground area in order for the area to be determined acceptable for use by the participants in the Camp program. The YMCA acknowledges and agrees that at no time shall it be permissible to leave Camp participants (minors) unattended.

13. The Facilities being used at Camp Chowenwaw Park in conjunction with the Camp Program will be cleaned by a YMCA representative on a daily basis. This shall include classrooms, bathrooms, kitchens, and any other rooms that have been approved for use by YMCA. All trash will be bagged and put into the dumpster on site, and not in outdoor trash bins intended for use by other park visitors. The Dumpster will be used by YMCA for this purpose only. The COUNTY will supply janitorial and cleaning supplies, including paper towels, toilet paper, and similar items to be used by the Camp Program. Cleaning as described above will be done after the Camp Participants have left the premises. On Fridays and any other day immediately preceding a day when Camp Chowenwaw Park will not be used by the YMCA, the facilities will be left in a condition ready for use by another customer the next day. This means that all decorations, supplies, and materials related to the Camp Program will be removed from the Facilities or stored in designated areas.

14. Camp Participants (minors) will not be permitted to go outside once the Camp Program starts each day without YMCA adult supervision.

15. The YMCA staff will remain at the Facilities until all Camp Participants (minors) have left Camp Chowenwaw Park for the day, and acknowledges that the COUNTY will not be held liable or responsible for Camp Participants (minors) who are left unsupervised.

16. The YMCA agrees to defend, indemnify and hold harmless the COUNTY against any loss, damage, and expense or claim arising from the negligent acts of YMCA, its agents or employees in providing the Camp Program at Camp Chowenwaw Park and otherwise with respect to the performance of its duties associated with this User Agreement.

17. The COUNTY reserves the right to perform necessary maintenance or repairs to the Facilities at any time or as needed.

18. A locking storage area will be assigned to the YMCA for use by the Camp Program.

19. The YMCA acknowledges and understands that Camp Chowenwaw Park is a public park and shall remain open to the public at all times.

20. The use of the Facilities for any reason other than as provided for under this User Agreement is strictly prohibited. Any use not specifically authorized under this User Agreement, without prior authorization from the COUNTY, will be grounds for immediate termination of this User Agreement.

21. The YMCA agrees to abide by all Federal, State, and Local rules, regulations, laws and ordinances governing its activities at Camp Chowenwaw Park.

22. The COUNTY in no way, either express or implied, warrants the adequacy or suitability of the facility for the YMCA's intended use as a summer camp. It is the responsibility of the YMCA, by its own inspection independent of any action on the part of the COUNTY, to satisfy itself as to the suitability of the Facilities for its intended use.

23. The YMCA shall provide the COUNTY with proof of its Florida Sales Tax Exemption no later than 10 days prior to the first day of the Camp Program or 10 days prior to the first day the Facilities are to be used for Camp Program staff training, whichever comes first. Failure to do so will result in the YMCA being responsible for any sales tax on the use of the Facilities in this User Agreement.

24. The YMCA agrees to coordinate in advance with the COUNTY when it hires any outside vendors, such as but not limited to food trucks, for the purpose of ensuring that COUNTY policy regarding same, as well as revenue reporting requirements from Florida Communities Trust, are followed.

25. The COUNTY Standard Addendum to all Contracts and Agreements and the Scrutinized Companies' Certification is attached hereto as Composite Exhibit "A" which is incorporated herein.

26. The parties agree that any amendment, revision, or modification of this Agreement must be made in writing and executed by the parties hereto.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year above first written.

YMCA of FLORIDA'S FIRST COAST,
INC.

Senior VP and Chief Financial Officer

Date:

Reviewed and approved by
Florida Communities Trust:

, Director
Office of Operations/Land and Recreation

Date:

CLAY COUNTY, a political subdivision of
the State of Florida, by and through its Board
of County Commissioners

Gavin Rollins, Chairman

Date:

ATTEST:

S. C. Kopelousos, County Manager and Clerk
of the Board

Attachment A

Insurance Requirements:

A. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

B. Automobile Liability

1. Any automobile-combined bodily injury property damage,	\$1,000,000
With minimum limits for all additional coverages as required by Florida law	

C. Workers' Compensation/Employer's Liability

1. Workers' Compensation	Statutory Limits
2. Employer's Liability	
a. Each Accident	\$ 100,000
b. Disease – Policy	\$ 500,000
c. Disease – Each Employee	\$ 100,000

D. Professional Liability

1. When required by contract – per occurrence	\$1,000,000
-----------------------------------------------	-------------

The YMCA must provide proof that such insurance will be in effect from the date of commencement of the program. The YMCA must maintain coverage at the above-prescribed levels through the date of completion of the contract and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the YMCA must deliver certificates of insurance for the required insurance coverage to the COUNTY naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insureds." Said certificates shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the COUNTY.

Attachment B

Fee Schedule and Operating Days

2018

<u>Facility</u>	<u>Price per Day</u>	<u>Number of Days in Use</u>	<u>Total</u>
<i>Kiwita Building</i>	\$75.00	43	\$3,225.00
<i>Orange Blossom</i>	\$75.00	1	\$75.00

June 8, 2018 for training (Kiwita)

June 11, 2018 through August 10, 2018 (6:30 AM – 6:30 PM) (Kiwita)

Excluding July 4, 2018 (Day Camp closed) and July 13, 2018 (Orange Blossom)

Extension can be granted through August 25, if available with sufficient notice to coincide with the last week of Clay County School District 2018 summer break.

Pool use included during regular pool hours.

Can be used any number of days from May 14, 2018 through June 6, 2018, when available, at 15% discount.

Facility Rental =	\$3,300.00
Less 15% Discount for YMCA	-\$495.00

<u>Total for 2018 Summer Camp Season</u>	<u>\$2,805.00</u>
-------------------------------------------------	--------------------------

Composite Exhibit "A"

STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS [General]

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, 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; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(b) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work 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.

(c) The Parties will attempt to settle any payment dispute arising under this paragraph 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 Paying Agent shall schedule a meeting with the Manager

between the Contractor's representative and the Paying Agent, 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 Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The 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 Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the Manager or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the 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 the County's sovereign immunity.

9. 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 the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. 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.

12. PUBLIC RECORDS LAW: 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.

13. The Contractor's failure to comply with the requirements of paragraph 12 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14. 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.

15. 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.

16. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed 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 subsection (2) of the Statute; or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
- (iii) has been placed 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 subsection (2) of the Statute; or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

[The remainder of this page is intentionally blank.]

ATTEST FOR CLAY COUNTY:

S. C. Kopelousos, County Manager and Clerk of
the Board of County Commissioners

(Corporate Seal)

County:

Clay County, a political subdivision of the State
of Florida, by its Board of County
Commissioners

By: _____
Gavin Rollins
Its Chairman

Contractor Name: YMCA of Florida's First
Coast, Inc.

By: _____
Printed Name: _____
Title: _____

Composite Exhibit "A"
Scrutinized Companies Certification

[Clay County: Summer Day Camp User Agreement for Use of Facilities at
Camp Chowenwaw Park]

Name of Company:¹ YMCA of Florida's First Coast, Inc.

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; 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 subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

YMCA of Florida's First Coast, Inc.

(Seal)

By: _____

Its _____

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 3 3:30 PM

TO: Finance and Audit Committee

DATE: 3/23/2018

FROM: Administrative and Contractual Services

SUBJECT: Discussion of the First Renewal to Lease Agreement #14/15-103 with LSA Sales, LLC, regarding Knight Boat Ramp, for a period of one year. This is a revenue generating lease. Funding Source: Not Applicable (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

LSA Sales, LLC has been managing the wet slips (including receipt of rental revenue), the boat ramp and the concession/bait store building at Knight Boat Ramp since March of 2015, for a monthly rental fee payable to the Clay County Board of County Commissioners.

Is Funding Required (Yes/No):

No

If Yes, Was the item budgeted (Yes/No/N/A):

No

Funding Source: Not Applicable

Sole Source (Yes/No):

No

Advanced Payment (Yes/No):

No

Planning Requirements:

Public Hearing Required (Yes/No):

No

Hearing Type:

Initiated By:

Not Applicable

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	3/28/2018 - 3:15 PM	
County Manager	Kopelousos, Stephanie	Approved	3/29/2018 - 8:24 AM	



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 3 3:30 PM

TO: Finance and Audit Committee

DATE: 3/26/2018

FROM: Karen Thomas, Administrative &
Contractual Services

SUBJECT: Approval to post notice of intent and award Bid #17/18-16, SHIP Rehabilitation Project - Forman Circle to Bartram Construction Services, LLC in the amount of \$26,975.00. Approval will be effective after 72 hour bid protest period has expired assuming no protest are received. Funding Source: 116-0110-549800 (SHIP Program Fund / SHIP Program Activities / Program Services) (C. Stewart)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Bid provides housing rehabilitation services for the special needs of the owner.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted (Yes/No/N/A):

Yes

Funding Source: SHIP Program Fund / SHIP Program Activities / Program Services

Account # 116-0110-549800 Amount - \$26,975.00

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 - bid info](#)
- ☐ [Bartram submittal](#)
- ☐ [ARC submittal](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	3/28/2018 - 3:36 PM	
County Manager	Kopelousos, Stephanie	Approved	3/29/2018 - 8:23 AM	

BID RECOMMENDATION

Bid No. 17/18-16, SHIP Rehabilitation Project – Forman Circle

BIDDERS

BID TOTAL

Bartram Construction Services

26,975.00

ARC Remodel + Construction

32,532.00

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME

TITLE

Theresa Sumner

SHIP Coordinator

FUNDING SOURCE: 116 0110 549 800

RECOMMENDATION:

I recommend Award to the lowest bidder, Bartram
Construction Services

If only one bid is received, state reason why accepted and not re-bidding:

BID TABULATION FORM

Bid: 17/18-16

Date: March 20, 2018

Proj: SHIP Rehabilitation Project - Forman Circle

Time Open: 1:00

Ad: Clay Today, February 15, 2018

Time Close: 1:04

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	Copies	W9	Insurance	Total
1	Bartram Construction Services	✓	✓	✓	\$26,975.00
2	A R C Remodel & Construction	✓	✓	✓	32,532.00
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Staff Assigned to tabulate bids and make recommendations:

Theresa Sumner
Name

SHIP Coordinator
Title

Recommendations: Staff will review the bids and present a recommendation to the Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Theresa Sumner
(BCC)

Pete Stas
Clerk

Donna Fish
Department Representative

Address: 2706 Forman Cir - King

Unit: CCC012

Location: 4 - Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 21	HVAC				

Blower motor
check operating pressures
Reversing valves
Drain lines
Refrigerant

Location Total: \$500.00

Location: 5 - Utility Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23	Electric				

7495 CIRCUIT BREAKER
Install blank off covers in panel

1.00 EA \$100.00 \$100.00

Location Total: \$100.00

Location: 6 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23	Electric				

7583 REPLACE RECEPTACLE WITH GFCI DEVICE

6.00 EA \$95.00 \$570.00

Replace existing receptacle with an ivory or white surfaced mounted ground fault circuit interrupt receptacle with ivory or white cover plate.

In bathroom
exterior
kitchen

7730 LIGHT FIXTURE--REPLACE

2.00 EA \$105.00 \$210.00

Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps.

bedroom 1 and 2

7810 SMOKE DETECTOR--HARD WIRED--BATTERY BACK-UP

4.00 EA \$260.00 \$1,040.00

Install a UL approved, ceiling mounted smoke and heat detector permanently wired into a receptacle box with battery back-up.

Location Total: \$1,820.00

Unit Total for 2706 Forman Cir - King, Unit CCC012: \$26,975.00

Address Grand Total for 2706 Forman Cir - King: \$26,975.00

Bidder:

Bartram Construction Services, LLC

BID No. 17/18-16, SHIP Rehabilitation Project – Forman Circle

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Bartram Construction Services, LLC

ADDRESS: 11262 English Moss Lane
Jacksonville FL 32257

TELEPHONE: 904-813-3380

FAX #: _____

E-MAIL: bartramconstructionjax@gmail.com

Name of Person submitting Bid: Lance Albritton

Title: President

Signature: Lance Alb

Date: 03/19/18

Area Representative Contact Information: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: N/A

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Address: 2706 Forman Cir - King

Unit: CCC012

Location: 4 - Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 21	HVAC				
	Blower motor				
	check operating pressures				
	Reversing valves				
	Drain lines				
	Refrigerant				

Location Total:

\$950.⁰⁰

Location: 5 - Utility Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23	Electric				
7495	CIRCUIT BREAKER	1.00	EA		\$400. ⁰⁰
	Install blank off covers in panel				

Location Total:

\$400.⁰⁰

Location: 6 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23	Electric				
7583	REPLACE RECEPTACLE WITH GFCI DEVICE	6.00	EA		\$500. ⁰⁰
	Replace existing receptacle with an ivory or white surfaced mounted ground fault circuit interrupt receptacle with ivory or white cover plate.				
	In bathroom				
	exterior				
	kitchen				
7730	LIGHT FIXTURE--REPLACE	2.00	EA		\$300. ⁰⁰
	Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps.				
	bedroom 1 and 2				
7810	SMOKE DETECTOR--HARD WIRED--BATTERY BACK-UP	4.00	EA		\$240. ⁰⁰
	Install a UL approved, ceiling mounted smoke and heat detector permanently wired into a receptacle box with battery back-up.				

Location Total:

\$1,040.⁰⁰

Unit Total for 2706 Forman Cir - King, Unit CCC012:

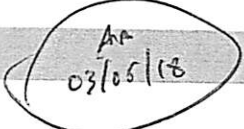
Address Grand Total for 2706 Forman Cir - King:

\$32,532.⁰⁰

Bidder: ARC REMODEL & CONSTRUCTION



AARON ANDERSON



03/05/18

BID No. 17/18-16, SHIP Rehabilitation Project – Forman Circle

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Anderson Restoration & Emergency Services LLC
dba ARC Remodel & Construction

ADDRESS: 221 N Hogan St, #321

Jacksonville, FL 32202

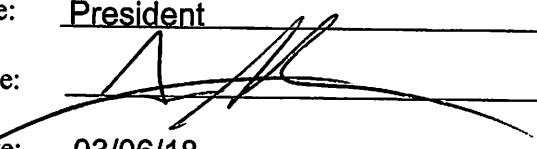
TELEPHONE: 904-612-2021

FAX #: 1-888-407-6466

E-MAIL: Aaron@ARCgeneralcontractor.com

Name of Person submitting Bid: Aaron Anderson

Title: President

Signature: 

Date: 03/06/18

Area Representative Contact Information: Aaron Anderson

904-955-6061

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

BID No. 17/18-16, SHIP Rehabilitation Project – Forman Circle

SPECIFICATIONS

The Clay County State Housing Initiative Partnership (“SHIP”) is seeking bids from qualified and experienced contractors to provide rehabilitation construction services for the SHIP Program's Owner Occupied Housing Rehabilitation Strategy located at 2706 Forman Circle, Middleburg, FL 32068.

Contractors must attend the mandatory pre-bid meeting on site held on March 5, 2018 at 9:00 a.m. to be eligible to bid on this project.

The intent of this bid request is to solicit contractors who can provide housing rehabilitation services, more specifically rehabilitation to provide for the special needs of the owner.

To be considered, bidders must submit a complete response to this bid request using the attached price sheet/scope of work provided. Bids must be signed by an official authorized to bind the company to its provisions.

Contractor must be licensed and able to provide proof of state licenses as follows with either an Active General Contractor's License OR Active Registered Residential Contractor's License.

Payment for these services will be paid in accordance with the Standard Policy for SHIP work, wherein when the contractor has satisfactorily completed at least 60% of the work under the bid specs, he will be entitled to a draw of the 60% of completed work, less a 20% retainage held back by the county.

CONTRACTOR QUALIFICATIONS

The County reserves the right to ask for proof of the following qualifications during the review process:

- Contractors who possess a minimum of five (5) years' experience in building/construction for not-for-profit agencies whose focus is in providing housing for persons with disabilities and physical challenges.
- Contractors who have at least five (5) years' experience in building/construction, renovation and modification services directly to individuals in need of modifications to accommodate their disabilities.

Bid #17/18-16, SHIP Rehabilitation Project – Forman Circle

Abacus Contracting, LLC
American-Coastal Builders
ARC Remodel & Construction
Ardworks Construction Co., Inc.
Chad Willhite, Inc.
Construction Management Plus, Inc.
Delaney Project Management, Inc.
Denmark Builders, LLC
Dream Design & Construction, Inc.
Enterprise Contracting, LLC
E. P. Wolf Construction, Inc.
The Fidus Group, LLC
Fleming Island Home Services, Inc.
George Prescott Construction, Inc.
Libert Homes, Inc.
MAXXIM Construction
Rooks and Hooks
Shoreline Building & Construction
Southern Exteriors, Inc.
St Johns Housing Partnership
TK Stephens, LLC
Construction Journal
Riverstone Construction
St Johns Quality Construction, Inc.
MAER Construction
Arkest
Prime Vendor
KWB Contracting, Inc.
Traffic Control Products of Florida, Inc.
All Weather Contractors
STG Contracting Group, Inc.
Redmarq Construction Services
Turnkey Construction & Maintenance
Steve Johnson, Inc.
A C General
C A P Contracting
Triest Construction Company, Inc.
Cupecoy Construction, Inc.
Shine & Company, Inc.
Nooney Construction Company
River City Constructors
Xeye, Inc.
Worth Contracting
Robert L Kelly Construction
E J LeDuc, Inc
Carlton Construction, Inc.
The Garland Company, Inc.
Spivey Builders, Inc.

Stephenson Contracting Spec, Inc.
K Quinns Contracting, Inc.
Lighthouse Electric
The Dantzler Group, Inc.
BrinMar Construction & Development
ISS Facility Services
River Hills Construction, Inc.
Precision 2000, Inc.
Adams, LLC
Mallen Construction, Inc.
Sauer, Incorporated
Perry-McCall Construction, Inc.
K & G Construction Company
Libert Homes, Inc.
Mutual Global Investments, LLC
Bartram Construction Services
Construct Connect
Able Management, LLC
Construction Journal
Lighthouse Electrical Contractors, Inc.
Eagerton Plumbing

BID No. 17/18-16, SHIP Rehabilitation Project – Forman Circle

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Bartram Construction Services, LLC

ADDRESS: 11262 English Moss Lane
Jacksonville FL 32257

TELEPHONE: 904-813-3380

FAX #: _____

E-MAIL: bartramconstructionjax@gmail.com

Name of Person submitting Bid: Lance Albritton

Title: President

Signature: Lance Albritton

Date: 03/19/18

Area Representative Contact Information: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: N/A

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

BID No. 17/18-16, SHIP Rehabilitation Project – Forman Circle

REFERENCES:

Agency Name	Jacksonville Housing Authority
Address	1300 N Broad ST
City, State, Zip	Jacksonville FL 32202
Contact Person	Keith Chapman Project Manager
Telephone	904-366- 2222222 3420
Dates of Service	10/2014 – 04/2015
Types of Service	renovation of an existing 2 story, 6 unit apartment building damaged by fire
Comments	Victory Pointe Housing Complex
Agency Name	City of Macclenny
Address	118 E. Macclenny Ave
City, State, Zip	Macclenny FL 32063
Contact Person	Phil Rhoden City Manager
Telephone	904-259-6261
Dates of Service	01/2015 – 11-2015
Types of Service	construct new fire station
Comments	
Agency Name	City of Jacksonville Construction Management
Address	214 N Hogan ST
City, State, Zip	Jacksonville FL 32202
Contact Person	Tom McKnight Cap. Improv. Const. Manager
Telephone	904-255-8744
Dates of Service	2005-2016
Types of Service	various new construction and remodel projects
Comments	

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

BID No. 17/18-16, SHIP Rehabilitation Project – Forman Circle

- (1) The prospective Vendor, Bartram Construction Services, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

Bartram Construction Services, LLC

By: Lance Albright
Signature

Lance Albrighton President
Name and Title

11262 English Moss Lane
Street Address

Jacksonville FL 32257
City, State, Zip

03/19/18
Date

Scrutinized Companies Certification
[Clay County BID No. 17/18-16, SHIP Rehabilitation Project – Forman Circle]
]

Name of Company:¹ Bartram Construction Services, LLC

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; 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 subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

Bartram Construction
Services, LLC

(Seal)



By: Lance Albrighton
Lance Albrighton
Its President

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.

SPECS BY LOCATION/TRADE

11/30/2017

Pre-Bid Site Visit: _____
 Bidding Open Date: _____
 Bidding Close Date: _____
 Initial: _____

Case Number: (904) 802-4614
 Project Manager: _____
 Phone: _____

Address: 2706 Forman Cir - King

Unit: CCC012

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 1 General Requirements

2 INSPECTIONS

1.00 GR

All Agency inspections are to be as complete as possible based on the condition of the home at the time of inspection. Not all defects are visible at the time of initial inspection. Defects may be uncovered during the rehab process, changing the scope of work. The Agency or its representatives are not responsible for unseen items. Not all items that have defect will be listed on the work order. Priorities have been determined by the Agency.

Initial inspections and work orders are created based on the following criteria:

1. Health and safety of the client
2. Items in home to protect the home from further damage
3. Needs of the client based on aging in place, accessibility
4. Energy saving measures
5. Budget provided by Agency

It may be necessary to add or remove items from initial work order based on any of the above criteria in order to maintain the best product for all parties involved.

I understand the statement above:

Owner _____ Date _____

Contractor Lane Allen Date 03/19/18

10 OWNER ACCEPTS SCOPE OF WORK

1.00 DU

The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU.

It is understood that initial inspections cannot reveal all defects in the home since the inspection is to be considered non-invasive. During the process of construction, after the bid is awarded, there may be changes to the scope of work.

x _____ x _____
 Applicant Date Applicant Date

14 CONTRACTOR ACCEPTS SCOPE OF WORK

1.00 DU

0.00

0.00

The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

It is understood that initial inspections cannot reveal all defects in the home since the inspection is to be considered non-invasive. During the process of construction, after the bid is awarded, there may be changes to the scope of work. These changes must be approved by the department from which the scope of work was issued.

Some specifications are considered to be general in nature and specifics will be discussed at walk through of project. It is the responsibility of the contractor to verify any misunderstandings prior to work or bid being awarded.

x Lane Allen 03/19/18
 Contractor Date

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				

35 VERIFY QUANTITIES/MEASUREMENTS1.00 GR 0.00 0.00

All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

40 ALL PERMITS REQUIRED1.00 AL 0.00 0.00

The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency: _____
Plumbing; _____ Electric; _____ HVAC; _____ Building; _____ Zoning; _____ Lead Abatement; _____ Asbestos
Abatement.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

45 CONTRACTOR PRE-BID SITE VISIT1.00 DU 0.00 0.00

The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

60 JOB BEHAVIOR1.00 GR 0.00 0.00

The following behaviors in any worker shall not be permitted and may result in the owner terminating the contract for cause: swearing, drinking alcoholic beverages on site and racist remarks.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

77 NEW MATERIALS REQUIRED1.00 GR 0.00 0.00

All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

78 WORKMANSHIP STANDARDS1.00 GR 0.00 0.00

All work shall be performed by mechanics both licensed and skilled in their particular trade as well as the tasks assigned to them. Workers shall protect all surfaces as long as required to eliminate damage.

It is at the discretion of the Agency or Agency Representative to approve or deny the quality of work in the project. Poor workmanship will not be accepted and will need to be approved prior to final payment. Partial payments are determined by the Agency and/or purchasing guidelines for that Agency.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

85 CLOSE-IN INSPECTIONS REQUIRED1.00 GR 0.00 0.00

Call the agency for inspection of all work that will be concealed from view before it is closed in. This type of inspection frequently includes, but is not limited to footings, roof sheathing & flashing prior to installation of new felt & shingles, and repaired framing & decking prior to installation of underlayment & floor coverings, prior to insulation and prior to drywall.

Code compliance must be met prior to covering any work. Agency Inspections do not supercede local building codes.

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

90	1 YEAR GENERAL WARRANTY	1.00	DU	<u>0.00</u>	<u>0.00</u>
Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final inspection. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.					

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

Location Total: 0.00

Location: 2 - Exterior

Approx. Wall SF: 1,216

Ceiling/Floor SF: 1,188

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				

2600	SIDING--Concrete Sheet	160.00	SF	<u>\$7.00</u>	<u>\$1,120.00</u>
Install 4x8 Concrete hardboard sheets, 1"x 3" trim at corners. Use lap flashing on horizontal seams. Flash or install silicone caulking along entire top edge, and under windows or other openings.					

Prime and paint with 2 coats of exterior paint

3185	DOOR--PREHUNG METAL ENTRANCE	2.00	EA	<u>\$600.00</u>	<u>\$1,200.00</u>
Dispose of door and frame. Install a prehung metal, insulated, 6-panel entrance door and jamb including interior and exterior casing, factory kerf, vinyl-clad foam weatherstripping, interlocking threshold, one keyed entrance lever-handled lockset, and one mortised single-cylinder deadbolt, keyed alike. Provide owner with minimum 2 keys. Prime and top coat.					

Locations:

Utility Room Door

Kitchen to outside Door

3210	STORM DOOR--ALUMINUM	2.00	EA	<u>\$325.00</u>	<u>\$650.00</u>
Install an aluminum combination storm and screen door with white baked enamel aluminum finish and top chain.					

Front door and kitchen to outside door

Trade: 15 Roofing

4580	TEAR OFF AND REROOF--SHINGLES	13.00	SQ	<u>\$460.00</u>	<u>\$5,980.00</u>
Remove and dispose of all roofing & defective sheathing offsite, in a code-legal dump. Replace up to 5 sf of damaged sheathing per 100 sf of roof using pine board or plywood to matching existing decking thickness. Install fasteners to re-nail all roof decking to meet current codes. Remove and replace all damaged fascia and soffit, with comparable material, primed and top coated, in homeowner's choice of color, or to match existing.					

Install 15 lb felt per local code. With comparable or better to existing products, install all new vent pipe boots, roof vents, flashing, 1"x2" PT drip edge holdout, and preformed white aluminum drip edge. Install 220 lb fiberglass asphalt, dimensional shingles with a 30 yr warranty. Magnetically sweep for fasteners, and dispose of all debris from roof and yard.

Verify local codes prior to starting work. Roofing requires a separate permit by a Florida licensed roofing contractor.

Trade: 21 HVAC

6415	DRYER VENT	1.00	EA	<u>\$75.00</u>	<u>\$75.00</u>
Install 4" round rigid galvanized ductwork from the specified dryer location to a wall mounted Heartland Dryer Vent Closure outlet.					

Address: 2706 Forman Cir - King

Unit: CCC012

Location: 2 - Exterior

Approx. Wall SF: 1,216

Ceiling/Floor SF: 1,188

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 21 HVAC

Trade: 22 Plumbing

6620 WELL PUMP REPLACE

1.00 EA \$1,000.00 \$1,000.00

Pull and service old pump and Reconnect to electric circuit per NEC and local building codes. Sterilize water system w/3 gallons Chlorine bleach. Flush entire system for 24 hours. Test water system for chloriform bacteria through local or state health department.

Remove inline filter and reconnect pipe.

7240 SEPTIC SYSTEM

1.00 EA \$11,000.00 \$11,000.00

Construct a health department approvable septic system concrete tank, & a concrete distribution box leading to 4" PVC perforated pipe.

Location Total: \$21,025.00

Location: 3 - Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 17 Drywall & Plaster

5270 DRYWALL--1/2"

45.00 SF \$10.00 \$450.00

Hang, tape and 3 coat finish 1/2" moisture resistant drywall. Apply a 3/8" bead of low VOC drywall adhesive to each framing member and install using drywall screws min. 1 5/8 long, 8" on center. Run boards with long dimension perpendicular to framing members. Sand and paint

Trade: 22 Plumbing

6965 SHOWERSTALL--FIBERGLASS

1.00 EA \$1,900.00 \$1,900.00

Install a 36"x60" three piece, fiberglass showerstall including PVC waste, molded base, metal one handle shower diverter, shower rod and shower head.

7010 COMMODE--REPLACE--1.6 GPF

1.00 EA \$400.00 \$400.00

Install a 2 piece, close coupled, white, vitreous china, commode with a maximum water usage per flush of 1.6 Gallons. Include plastic or pressed wood white seat, supply pipe, shut-off valve, flap valve and wax seal. Use 14" rough-in when replacing wall hung commode, and 12" rough-in to replace close coupled commode.

Trade: 1601 Demolition, Salvage, Reuse & Disposal

705 DEMO PLASTER

78.00 SF \$10.00 \$780.00

Seal doorways with 4 mil. plastic flaps. Protect floors with plywood over 4 mil. plastic or cloth tarps. Remove plaster; lath; DRYWALL and fastness from walls & ceilings using half-mask respirators. Vacuum room prior to completing additional tasks.

Remove plaster, ceramic tile and bathtub from room.

Location Total: \$3,530.00

Location: 4 - Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 21 HVAC

6015 HVAC ADJUST

1.00 EA \$500.00 \$500.00

Clean, inspect, oil and adjust heating equipment and controls. Replace filter. Report any recommended part replacement to owner.

Clean Coils

Address: 2706 Forman Cir - King

Unit: CCC012

Location: 4 - Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 21 HVAC

Blower motor
check operating pressures
Reversing valves
Drain lines
Refrigerant

Location Total: \$500.00

Location: 5 - Utility Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 23 Electric

7495 CIRCUIT BREAKER
Install blank off covers in panel

1.00 EA \$100.00 \$100.00

Location Total: \$100.00

Location: 6 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 23 Electric

7583 REPLACE RECEPTACLE WITH GFCI DEVICE

Replace existing receptacle with an ivory or white surfaced mounted ground fault circuit interrupt receptacle with ivory or white cover plate.

6.00 EA \$95.00 \$570.00

In bathroom
exterior
kitchen

7730 LIGHT FIXTURE--REPLACE

Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps.

2.00 EA \$105.00 \$210.00

bedroom 1 and 2

7810 SMOKE DETECTOR--HARD WIRED--BATTERY BACK-UP

Install a UL approved, ceiling mounted smoke and heat detector permanently wired into a receptacle box with battery back-up.

4.00 EA \$260.00 \$1,040.00

Location Total: \$1,820.00

Unit Total for 2706 Forman Cir - King, Unit CCC012: \$26,975.00

Address Grand Total for 2706 Forman Cir - King: \$26,975.00

Bidder: Bartram Construction Services, LLC

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Bartram Construction Services, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) * - Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) *	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 11262 English Moss Lane	Requester's name and address (optional)
	6 City, state, and ZIP code Jacksonville FL 32257	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				
or								
Employer identification number								
8	2	-	4	3	3	8	6	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person **Lane Allu**

Date **03/19/18**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/23/2018

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

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

PRODUCER All Lines Insurance Agency, Inc. 4828 Blanding Blvd Suite 1 Jacksonville FL 32210-7390		CONTACT NAME: Peggy Logan PHONE (A/C, No, Ext): 904-384-0783 E-MAIL ADDRESS: mlogan@all-lines.com FAX (A/C, No): 904-384-0550	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Southern Owners	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 214370544**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		78631839	2/19/2018	2/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CCC1329460	

The ROOFING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



ALBRITTON, LANCE E
BARTRAM CONSTRUCTION SERVICES, LLC
11262 ENGLISH MOSS LANE
JACKSONVILLE FL 32257



ISSUED: 03/11/2018

DISPLAY AS REQUIRED BY LAW

SEQ # L1803110002131

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CBC1257552	

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



ALBRITTON, LANCE E
BARTRAM CONSTRUCTION SERVICES, LLC
11262 ENGLISH MOSS LANE
JACKSONVILLE FL 32257



ISSUED: 03/11/2018

DISPLAY AS REQUIRED BY LAW

SEQ # L1803110002129

1 Services
ss Lane
32257

BID NO. 17/18-16
SHIP REHABILITATION PRO
FORMAN CIRCLE

03/20/18

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

Receipt for Bid #: 17/18-16

Company Name: Bartram

Construction SVC

BID No. 17/18-16, SHIP Rehabilitation Project – Forman Circle

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Anderson Restoration & Emergency Services LLC
dba ARC Remodel & Construction

ADDRESS: 221 N Hogan St, #321

Jacksonville, FL 32202

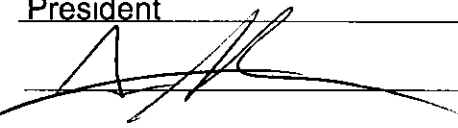
TELEPHONE: 904-612-2021

FAX #: 1-888-407-6466

E-MAIL: Aaron@ARCgeneralcontractor.com

Name of Person submitting Bid: Aaron Anderson

Title: President

Signature: 

Date: 03/06/18

Area Representative Contact Information: Aaron Anderson

904-955-6061

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

SPECS BY LOCATION/TRADE

11/30/2017

Pre-Bid Site Visit: 03/05/18
 Bidding Open Date: 03/05/18
 Bidding Close Date: 03/19/18
 Initial: AA

Case Number: (904) 802-4614
 Project Manager: AARON ANDERSON
 Phone: 904-955-6061

Address: **2706 Forman Cir - King**

Unit: **CCC012**

Location: **1 - General Requirements**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: **1 General Requirements**

2 INSPECTIONS

1.00 GR

AA

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1. Health and safety of the client
2. Items in home to protect the home from further damage
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5. Budget provided by Agency

It may be necessary to add or remove items from initial work order based on any of the above criteria in order to maintain the best product for all parties involved.

I understand the statement above:

Owner _____ Date _____

Contractor AA Date 03/05/18

10 OWNER ACCEPTS SCOPE OF WORK

1.00 DU

AA

The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU.

It is understood that initial inspections cannot reveal all defects in the home since the inspection is to be considered non-invasive. During the process of construction, after the bid is awarded, there may be changes to the scope of work.

x _____ x _____
 Applicant Date Applicant Date

14 CONTRACTOR ACCEPTS SCOPE OF WORK

1.00 DU

AA

The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of 03/05/18 & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

It is understood that initial inspections cannot reveal all defects in the home since the inspection is to be considered non-invasive. During the process of construction, after the bid is awarded, there may be changes to the scope of work. These changes must be approved by the department from which the scope of work was issued.

Some specifications are considered to be general in nature and specifics will be discussed at walk through of project. It is the responsibility of the contractor to verify any misunderstandings prior to work or bid being awarded.

x AA 03/05/18
 Contractor Date

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
 THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

AA
03/06/18

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				

35 VERIFY QUANTITIES/MEASUREMENTS

1.00 GR

✓ AA

All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

40 ALL PERMITS REQUIRED

1.00 AL

✓ AA

The contractor shall apply for, pay for, obtain and forward copies of the following indicated permits to the agency: ✓
Plumbing; Electric; HVAC; ✓ Building; Zoning; Lead Abatement; Asbestos Abatement.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

45 CONTRACTOR PRE-BID SITE VISIT

1.00 DU

✓ AA

The contractor must inspect the property. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site and is conversant with the requirements of the local jurisdiction.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

60 JOB BEHAVIOR

1.00 GR

✓ AA

The following behaviors in any worker shall not be permitted and may result in the owner terminating the contract for cause: swearing, drinking alcoholic beverages on site and racist remarks.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

77 NEW MATERIALS REQUIRED

1.00 GR

✓ AA

All materials used in connection with this work write-up are to be new, of first quality and without defects - unless stated otherwise or pre-approved by Owner and Construction Specialist.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

78 WORKMANSHIP STANDARDS

1.00 GR

✓ AA

All work shall be performed by mechanics both licensed and skilled in their particular trade as well as the tasks assigned to them. Workers shall protect all surfaces as long as required to eliminate damage.

It is at the discretion of the Agency or Agency Representative to approve or deny the quality of work in the project. Poor workmanship will not be accepted and will need to be approved prior to final payment. Partial payments are determined by the Agency and/or purchasing guidelines for that Agency.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

85 CLOSE-IN INSPECTIONS REQUIRED

1.00 GR

✓ AA

Call the agency for inspection of all work that will be concealed from view before it is closed in. This type of inspection frequently includes, but is not limited to footings, roof sheathing & flashing prior to installation of new felt & shingles, and repaired framing & decking prior to installation of underlayment & floor coverings, prior to insulation and prior to drywall.

Code compliance must be met prior to covering any work. Agency Inspections do not supercede local building codes.

AA
03/06/18

Address: 2706 Forman Cir - King

Unit: CCC012

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1	General Requirements				

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

90 1 YEAR GENERAL WARRANTY

1.00 DU

✓

Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final inspection. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.
THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

Location Total:

✓

Location: 2 - Exterior

Approx. Wall SF: 1,216

Ceiling/Floor SF: 1,188

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				

2600 SIDING--Concrete Sheet

160.00 SF

\$3,450.00

Install 4x8 Concrete hardboard sheets, 1"x 3" trim at corners. Use lap flashing on horizontal seams. Flash or install silicone caulking along entire top edge, and under windows or other openings.

Prime and paint with 2 coats of exterior paint

3185 DOOR--PREHUNG METAL ENTRANCE

2.00 EA

\$712.00

Dispose of door and frame. Install a prehung metal, insulated, 6-panel entrance door and jamb including interior and exterior casing, factory kerf, vinyl-clad foam weatherstripping, interlocking threshold, one keyed entrance lever-handled lockset, and one mortised single-cylinder deadbolt, keyed alike. Provide owner with minimum 2 keys. Prime and top coat.

Locations:

Utility Room Door

Kitchen to outside Door

3210 STORM DOOR--ALUMINUM

2.00 EA

\$675.00

Install an aluminum combination storm and screen door with white baked enamel aluminum finish and top chain.

Front door and kitchen to outside door

Trade: 15 Roofing

4580 TEAR OFF AND REROOF--SHINGLES

13.00 SQ

\$9,380.00

Remove and dispose of all roofing & defective sheathing offsite, in a code-legal dump. Replace up to 5 sf of damaged sheathing per 100 sf of roof using pine board or plywood to matching existing decking thickness. Install fasteners to re-nail all roof decking to meet current codes. Remove and replace all damaged fascia and soffit, with comparable material, primed and top coated, in homeowner's choice of color, or to match existing.

Install 15 lb felt per local code. With comparable or better to existing products, install all new vent pipe boots, roof vents, flashing, 1"x2" PT drip edge holdout, and preformed white aluminum drip edge. Install 220 lb fiberglass asphalt, dimensional shingles with a 30 yr warranty. Magnetically sweep for fasteners, and dispose of all debris from roof and yard.

Verify local codes prior to starting work. Roofing requires a separate permit by a Florida licensed roofing contractor.

Trade: 21 HVAC

6415 DRYER VENT

1.00 EA

\$150.00

Install 4" round rigid galvanized ductwork from the specified dryer location to a wall mounted Heartland Dryer Vent Closure outlet.

AM
03/06/18

Address: 2706 Forman Cir - King

Unit: CCC012

Location: 2 - Exterior

Approx. Wall SF: 1,216

Ceiling/Floor SF: 1,188

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 21 HVAC

Trade: 22 Plumbing

6620 WELL PUMP REPLACE

1.00 EA

\$1,100.⁰⁰

Pull and service old pump and Reconnect to electric circuit per NEC and local building codes. Sterilize water system w/3 gallons Chlorine bleach. Flush entire system for 24 hours. Test water system for chloriform bacteria through local or state health department.

Remove inline filter and reconnect pipe.

7240 SEPTIC SYSTEM

1.00 EA

\$12,500.⁰⁰

Construct a health department approvable septic system concrete tank, & a concrete distribution box leading to 4" PVC perforated pipe.

Location Total:

\$27,967.⁰⁰

Location: 3 - Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 17 Drywall & Plaster

5270 DRYWALL--1/2"

45.00 SF

\$240.⁰⁰

Hang, tape and 3 coat finish 1/2" moisture resistant drywall. Apply a 3/8" bead of low VOC drywall adhesive to each framing member and install using drywall screws min. 1 5/8 long, 8" on center. Run boards with long dimension perpendicular to framing members. Sand and paint

Trade: 22 Plumbing

6965 SHOWERSTALL--FIBERGLASS

1.00 EA

\$1,275.⁰⁰

Install a 36"x60" three piece, fiberglass showerstall including PVC waste, molded base, metal one handle shower diverter, shower rod and shower head.

7010 COMMODE--REPLACE--1.6 GPF

1.00 EA

\$400.⁰⁰

Install a 2 piece, close coupled, white, vitreous china, commode with a maximum water usage per flush of 1.6 Gallons. Include plastic or pressed wood white seat, supply pipe, shut-off valve, flap valve and wax seal. Use 14" rough-in when replacing wall hung commode, and 12" rough-in to replace close coupled commode.

Trade: 1601 Demolition, Salvage, Reuse & Disposal

705 DEMO PLASTER

78.00 SF

\$260.⁰⁰

Seal doorways with 4 mil. plastic flaps. Protect floors with plywood over 4 mil. plastic or cloth tarps. Remove plaster; lath; DRYWALL and fastness from walls & ceilings using half-mask respirators. Vacuum room prior to completing additional tasks.

Remove plaster, ceramic tile and bathtub from room.

Location Total:

\$2,175.⁰⁰

Location: 4 - Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 21 HVAC

6015 HVAC ADJUST

1.00 EA

\$950.⁰⁰

Clean, inspect, oil and adjust heating equipment and controls. Replace filter. Report any recommended part replacement to owner.

Clean Coils

AA
03/05/18

Page 4 of 5

Address: 2706 Forman Cir - King

Unit: CCC012

Location: 4 - Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 21 HVAC

Blower motor
check operating pressures
Reversing valves
Drain lines
Refrigerant

Location Total:

\$950.⁰⁰

Location: 5 - Utility Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 23 Electric

7495 CIRCUIT BREAKER
Install blank off covers in panel

1.00 EA

\$400.⁰⁰

Location Total:

\$400.⁰⁰

Location: 6 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
--------	------	----------	-------	------------	-------------

Trade: 23 Electric

7583 REPLACE RECEPTACLE WITH GFCI DEVICE

6.00 EA

\$500.⁰⁰

Replace existing receptacle with an ivory or white surfaced mounted ground fault circuit interrupt receptacle with ivory or white cover plate.

In bathroom
exterior
kitchen

7730 LIGHT FIXTURE--REPLACE

2.00 EA

\$300.⁰⁰

Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps.

bedroom 1 and 2

7810 SMOKE DETECTOR--HARD WIRED--BATTERY BACK-UP

4.00 EA

\$240.⁰⁰

Install a UL approved, ceiling mounted smoke and heat detector permanently wired into a receptacle box with battery back-up.

Location Total:

\$1,040.⁰⁰

Unit Total for 2706 Forman Cir - King , Unit CCC012:

Address Grand Total for 2706 Forman Cir - King :

\$32,532.⁰⁰

Bidder:

ARC REMODEL & CONSTRUCTION

A.A.
AARON ANDERSON

AA
03/05/18

BID No. 17/18-16, SHIP Rehabilitation Project – Forman Circle

REFERENCES:

Agency Name	Dianne Bryant (Clay County Residential Rehabilitation Project)
Address	2401 Sourwood Court
City, State, Zip	Orange Park, FL 32065
Contact Person	Dianne Bryant
Telephone	904-303-4160
Dates of Service	12/20/17-02/20/18
Types of Service	Bay window replaced, rebuild chimney, new roof installed, skylights removed, HVAC system replaced, drywall patchwork, shower grab bars installed, new sink, new stove, new doors, and garage door. All work permitted & with warranty.
Comments	All work completed on time and on budget for a delighted customer.
Agency Name	Sherrill Sutliff (Clay County Residential Rehabilitation Project)
Address	198 Mimosa Ave
City, State, Zip	Middleburg, FL 32068
Contact Person	Sherrill or Kimberly Sutliff
Telephone	904-239-6852
Dates of Service	12/30/17-02/22/18
Types of Service	New roof, septic service, drywall patch, commode replacement x 2, vinyl plank flooring in all common areas, carpet & pad all bedrooms, ceiling fans x 3, new thermostat, new water heater, HVAC service. All work permitted & w/ warranty.
Comments	All work completed on time and on budget for a delighted customer.
Agency Name	Lisa Boggs (Clay County Residential Rehabilitation Project)
Address	233 Mercury Drive
City, State, Zip	Orange Park, FL 32073
Contact Person	Lisa Boggs
Telephone	904-608-8804
Dates of Service	12/30/17-02/24/18
Types of Service	New roof, waste line services, re-pipe entire residence, install smoke detectors, replace light switches, trim both sides of door, replace entire HVAC system. All work permitted and with warranty.
Comments	All work completed on time and on budget for a delighted customer.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

BID No. 17/18-16, SHIP Rehabilitation Project – Forman Circle

Anderson Restoration & Emergency Services LLC

- (1) The prospective Vendor, dba ARC Remodel & Construction, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

Anderson Restoration & Emergency Services LLC
dba ARC Remodel & Construction

By: _____

Signature

Aaron Anderson - 904-955-6061 PRESIDENT
Name and Title

221 N Hogan St, #321
Street Address

Jacksonville, FL 32202
City, State, Zip

03/06/18
Date

Scrutinized Companies Certification
[Clay County BID No. 17/18-16, SHIP Rehabilitation Project – Forman Circle]

Name of Company:¹ Anderson Restoration & Emergency Services LLC
dba ARC Remodel & Construction

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; 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 subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(Seal)

Insert Name of Company:

Anderson Restoration & Emergency Services LLC
dba ARC Remodel & Construction

By:


Aaron Anderson

Its President

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.

CLAY COUNTY, FLORIDA

Certificate of Competency No. C-075-1

ANDERSON, AARON PACE

Has qualified to operate in Clay County as a

GENERAL CONTRACTOR

Expires 09-30-2018

Authorized Signature

David Comer

Signature of Holder

A. Anderson



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**ANDERSON, AARON PACE
ANDERSON RESTORATION & EMERGENCY SERVICES LLC
221 HOGAN STREET #321
JACKSONVILLE FL 32202**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

RG291103883

ISSUED: 06/25/2017

**REGISTERED GENERAL CONTRACTOR
ANDERSON, AARON PACE
ANDERSON RESTORATION & EMERGENCY S
(INDIVIDUAL MUST MEET ALL LOCAL
LICENSING REQUIREMENTS PRIOR
TO CONTRACTING IN ANY AREA)**

**HAS REGISTERED under the provisions of Ch. 489 FS.
Expiration date - AUG 31, 2019 L1706250000650**

DETACH HERE

RICK SCOTT, GOVERNOR

MATILDE MILLER, INTERIM SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER

RG291103883

**The GENERAL CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2019**

**(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)**

**ANDERSON, AARON PACE
ANDERSON RESTORATION & EMERGENCY SERVICES LLC
221 HOGAN ST, 321
JACKSONVILLE FL 32202**



ISSUED: 06/25/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1706250000650



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/4/2017

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

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

PRODUCER GHG Insurance 1000 Riverside Ave., Suite 500 Jacksonville FL 32204	CONTACT NAME:		
	PHONE (A/C No, Ext): 904-421-8600	FAX (A/C No): 904-421-8601	
	E-MAIL ADDRESS: info@ghgins.com		
INSURED ANDERES-01 Anderson Restoration & Emergency Services LLC ARC Remodel & Construction 221 Hogan Street #321 Jacksonville FL 32202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Crum & Forster		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 988318153

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: CPL			EPK120152	11/18/2017	11/18/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPK120152	11/18/2017	11/18/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			EPK120152	11/18/2017	11/18/2018	Ea Wrongful Act 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Clay County Building Division Post Office Box 1366 Green Cove Springs FL 32043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2018

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

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

PRODUCER SUNZ Insurance Solutions, LLC. c/o TLR of Bonita, Inc 700 Central Ave, Suite 500 St. Petersburg, FL 33701	ID: (TLR)	CONTACT NAME: Workers' Comp Department	
		PHONE (A/C, No, Ext): 727-520-7676 x 3	FAX (A/C, No): 727-525-3862
		E-MAIL ADDRESS: certs@encorehr.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: SUNZ Insurance Company	34762
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 40304075 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							OTHER: \$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCPEO00000113	6/1/2017	6/1/2018	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

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

Coverage Provided for all leased employees but not subcontractors of: Anderson Restoration & Emergency Services LLC
DBA/ ARC Remodel & Construction Client Effective: 2/5/2018

CERTIFICATE HOLDER

2792

Anderson Restoration & Emergency Services, LLC
DBA/ ARC Remodel & Construction
221 Hogan Street #321
Jacksonville FL 32202

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Glen J Distefano

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Anderson Restoration & Emergency Services LLC		
2 Business name/disregarded entity name, if different from above ARC Remodel & Construction		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) 221 N Hogan Street, #321	Requester's name and address (optional)	
6 City, state, and ZIP code Jacksonville, Florida 32202		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
2	6	-	1	8	0	7	6	4	5

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **02/25/2018**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

RECEIVED
PURCHASING DIVISION
2018
OK 2017 MAR -6 A 11: 36

CLAY COUNTY BOARD OF
COMMISSIONERS

BID N

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

ect

Receipt for Bid #: 17/18-16
Company Name: ARC Remodel &
Construction
By: Aaron Anderson (904) 955-6061

Anderson Restoration & Emergency Services LLC
dba

ARC Remodel & Construction



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 3 3:30 PM

TO: Finance & Audit Committee

DATE: 3/28/2018

FROM: Karen Thomas

SUBJECT: Approval to transfer from the General Fund's contingency reserves (001-9900-599100) in the amount of \$30,750.00 to cover Indigent Burials through end of FY 17-18. Funding Source: 001-9900-599100 (General Fund Reserve for Contingency) (K. Thomas)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The County has processed 38 cases to date, on average the County processes 65 cases annually. In order to cover the estimated costs through end of fiscal year (apprx. 30 cases at \$1,025), a transfer from the General Fund contingency reserves (001-9900-599100) is being requested.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted (Yes/No/N/A):

No

Funding Source:

001-9900-599100 Reserves - Contingency (\$30,750.00)

001-2504-534400 Burial of Paupers \$30,750.00

Sole Source (Yes/No):

Advanced Payment (Yes/No):

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Russ, Stephanie	Approved	3/28/2018 - 11:53 AM	
County Manager	Kopelousos, Stephanie	Approved	3/29/2018 - 8:23 AM	



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 3 3:30 PM

TO: Finance and Audit Committee

DATE: 3/28/2018

FROM: Administrative and Contractual Services

SUBJECT: Approval of Add-On #9 to Agreement No. 11/12-130, with AT&T (an approved future sole source provider) for network services, for a term of three years, at the total three year cost of \$466,920.00. Funding Source: 001-0107-541100 (General Fund / MIS / Telecommunications) (T. Nagle)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This will provide for continued ASE network services. AT&T was approved by the Board for future (as needed) sole source services during its meeting of October 26, 2010.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted (Yes/No/N/A):

Yes

Funding Source: General Fund / MIS / Telecommunications

Account # 001-0107-541100 Amount - \$466,920.00 (3-year total cost)

Sole Source (Yes/No):

Yes

Advanced Payment (Yes/No):

No

Planning Requirements:

Public Hearing Required (Yes/No):

No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ☐ [Sole Source-Future Purchases](#)
- ☐ [AT&T Pricing Comparison](#)
- ☐ [AT&T Add-On #9 Agreement](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	3/28/2018 - 3:04 PM	
County Manager	Kopelousos, Stephanie	Approved	3/29/2018 - 8:23 AM	

Sole Source Vendor	Commodity	Division	Advanced Payment	Future Purchases	BCC
A K Associates	Gateway to Patriot 911 System	911		Yes	
ADAPCO	Mosquito Control Equipment & Software	3711		Yes	1/12/2010
ADAPCO	Aqua Reslin Adulticide	3709		Yes	3/27/2007
AT&T	Purchase Equipment/Install/Maint	0107		Yes	10/26/2010
Dell	Hardware Warranty	0107		Yes	
Naztec Inc (change name see Trafficware)	Traffic Control Equipment	3711		Yes	
Northeast Florida Regional Planning	4 year update of County's Comp EM Management	2101	Yes	Yes	
T J Communications	Reprogramming of Radios	2103		Yes	
Trafficware Inc	Traffic Control Equipment	3711		Yes	
Transportation Control Systems	Upgrade and Standardize All School Zones	3701		Yes	

CLAY COUNTY, FLORIDA

Sole Source Justification

Vendor: AT&T

Commodity: Purchase of Equipment, Installation and Maintenance

Estimated annual expenditure for the above commodity or service: \$ As Needed

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (more than one entry will apply to most sole source products/services requested).

1. ☒ SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. ☐ SOLE SOURCE REQUEST IS FOR THE ONLY STATE OF FLORIDA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. ☐ THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. ☒ THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. ☐ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. ☐ NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

DEPARTMENT

DIVISION

DATE


DEPARTMENT/DIVISION DIRECTOR


COUNTY MANAGER

(PURCHASING USE ONLY)

SOLE SOURCE AUTHORIZATION

APPROVED BY: BCC 10-26-10 DATE: _____

DISAPPROVED BY: _____ DATE: _____

REASON: _____

Clay County ASE Renewal Pricing Comparison

	<u>Monthly</u>	<u>Annual</u>
Current Pricing	\$15,237.00	\$182,844.00
Proposed Pricing	<u>\$12,970.00</u>	<u>\$155,640.00</u>
Savings	\$2,267.00	\$27,204.00

of Circuits 31

Component Pricing

	<u>Current Contract</u>	<u>New Contract</u>	<u>Savings</u>
100 Meg Port	\$175.00	\$150.00	\$25.00
1 Gig Port	\$270.00	\$250.00	\$20.00
10 Meg CIR	\$250.00	\$175.00	\$75.00
20 Meg CIR	\$270.00	\$230.00	\$40.00
50 Meg CIR	\$307.50	\$250.00	\$57.50
250 Meg CIR	\$479.25	\$415.00	\$64.25
Diverse Access	\$67.50	\$67.50	\$0.00
100 Meg CIR	\$420.00	\$375.00	\$45.00
500 Meg CIR	\$570.00	\$500.00	\$70.00
1 Gig CIR	\$643.75	\$600.00	\$43.75
Enhanced Multicast	\$37.80	\$37.80	\$0.00

Circuit Pricing

	<u>Current Contract</u>	<u>New Contract</u>	<u>Savings</u>
10 Meg CIR/100 Meg Port	\$425.00	\$325.00	\$100.00
20 Meg CIR/100 Meg Port	\$445.00	\$380.00	\$65.00
50 Meg CIR/100 Meg Port	\$482.50	\$400.00	\$82.50
100 Meg CIR/1 Gig Port	\$690.00	\$625.00	\$65.00
250 Meg CIR/1 Gig Port	\$749.25	\$665.00	\$84.25
500 Meg CIR/1 Gig Port	\$840.00	\$750.00	\$90.00
1 Gig CIR/1 Gig Port	\$913.75	\$850.00	\$63.75

IN RE: #11/12-130 AD9

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC FEB 4-3-18
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	02/15/18	<div style="text-align: right;"> RECEIVED FEB 27 2018 <i>Clay County Attorney's Office</i> </div>
Staff Member Preparing Form:	M. Sturdivant/ Troy Nagle	
Department Submitting Contract:	MIS	
Vendor Name:	ATT ASE	
Contract Title:	ASE NETWORK SERVICES	
*Please type N/A below next to items not applicable.		
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
	Yes	No
1. New Contract:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Renewal/Amend./Supplement:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Sole Source*(explain below):	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Quotes/bid policy met:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5. Need to waive bid policy:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6. Automatic renewal:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7. Standard Addendum Executed:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8. Advance Payment Required:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Requested Action: (Please type below)		
APPROVAL OF NEW ASE CONTRACT		
Add on #9 for		
Background/Purpose: (Please type below)		
FOR NETWORK CIRCUITS		
Funding Source		
Account Number:		
001-0107-541100		
FULL Account Name:		
GENERAL FUND- MIS		
TELECOMMUNICATIONS		

Approvals

Purchasing:	No Changes	With Changes
Review Date:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2-27-18		

Budget:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2/27/18		

Finance:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2/27/18		

County Attorney:	No Changes	With Changes
Review Date:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3-20-18		

Recommended Changes: (Please type below)

*Sole Source Documentation is incomplete. *The AT&T MA Reference No. 201209058053UA is identical to the Master Contract #11/12-130, which currently is in its 8th Add-on version. Is this intended to be a renewal of Agreement #11/12-130, a new Stand-alone Agreement, Add-on #9 or other? The answer will determine who is identified in the records. The review sheet reflects a new Agreement, which if so will result in a disconnect from the Master Agreement and the 8 Add-ons. *Looking at the Addendum/Scrutinized Certificate & Sole Source Form... are we contracting with AT&T or AT&T ASE... ASE stands for...?

*Sole Source Explanation: (Please type below)

*CURRENT UTILITY PROVIDER. Approved for Future Sole Source usage via BCC action on 10/26/2010.
See notes on document
Q: re: Sole Source?

FORM REVISED: 09/18/2017

2018 FEB 21 A 9 21

RECEIVED
PURCHASING DIVISION



AT&T SWITCHED ETHERNET SERVICESSM (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

AT&T MA Reference No. 201209058053UA

AT&T Contract ID No. ASEFXNH1H

Customer	AT&T
Clay County Board Of <u>County Commissioners</u> Street Address: 477 Houston St City: Green Cove Springs State/Province: FL Zip Code: 32043 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Troy Nagle Title: Information Services Director Street Address: 2519 SR 16 W City: Green Cove Springs State/Province: FL Zip Code: 32043 Country: USA Telephone: 9042783771 Email: troy.nagle@claycountygov.com	Name: Chris Wadley Street Address: 10375 Centurion Parkway N 4D-28 City: Jacksonville State/Province: FL Zip Code: 32256 Country: USA Telephone: 9044763100 Email: cw3669@att.com Sales/Branch Manager: Jeff Parsons SCVP Name: Erik Lindborg Sales Strata: Gov Ed Sales Region: Southeast With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Country: USA Telephone: _____ Fax: _____ Email: _____ Agent Code: _____	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

On the Effective Date, this Pricing Schedule will supersede and replace all existing or prior agreement(s) for the Service identified in Attachment A.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

For AT&T internal use only:

Contract Ordering and Billing Number (CNUM):

WK# - TCAL and ILEC - Intrastate - TBD	For AT&T Administrative Use Only
Please sign by May 22, 2018	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service	AT&T Switched Ethernet Service SM	
Service Provider(s)	Service Publication (incorporated by reference)	Service Publication Location (URL)
AT&T Florida	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All other Service Components	50% plus any unpaid or waived non-recurring charges	36 months
* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.		

4. ADDS; MOVES; and UPGRADES

4.1 Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

4.2 Moves

Per applicable Service Publication

WK# - TCAL and ILEC - Intrastate -TBD

Please sign by May 22, 2018

For AT&T Administrative Use Only

Pricing Schedule No. _____

Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESSM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

4.3 Upgrades

4.3.1 Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2 Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
Committed Information Rate (CIR) or Class of Service (CoS) not specified in Attachment A	47% discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/CoS for the EPP term equal to the Minimum Payment Period of the associated Customer Port Connection, or if no such EPP term exists then the next shorter EPP term
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. WAIVERS

Waived Charges

Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

6. RATES AND CHARGES; QUANTITIES; INITIAL SITE AND SERVICE CONFIGURATION

See Attachment(s) A. This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

WK# - TCAL and ILEC - Intrastate - TBD	For AT&T Administrative Use Only
Please sign by May 22, 2018	Pricing Schedule No. _____
	Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESSM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

ATTACHMENT A – FLORIDA
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
Clay County Board Of

A-1 Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 100 Mbps / Basic / OEM1M	0	27	\$150.00	\$4,050.00	\$1,925.00	\$0.00	\$0.00
Customer Port Connection - 1 Gig / Basic / OEM1G	0	4	\$250.00	\$1,000.00	\$2,100.00	\$0.00	\$0.00
10Mb CIR / Business Critical Medium - Basic Only / OEM10	0	3	\$175.00	\$525.00	\$150.00	\$0.00	\$0.00
20Mb CIR / Business Critical Medium - Basic Only / OEM20	0	20	\$230.00	\$4,600.00	\$150.00	\$0.00	\$0.00
50Mb CIR / Business Critical Medium - Basic Only / OEM50	0	4	\$250.00	\$1,000.00	\$150.00	\$0.00	\$0.00
250Mb CIR / Business Critical Medium - Basic Only / OEM2F	0	4	\$415.00	\$1,660.00	\$150.00	\$0.00	\$0.00
Diverse Access / n/a / OEMDA	0	2	\$67.50	\$135.00	\$600.00	\$0.00	\$0.00
100Mb CIR / Business Critical Medium - Basic Only / OEM1H	0	0	\$375.00	\$0.00	\$150.00	\$0.00	\$0.00
500Mb CIR / Business Critical Medium - Basic Only / OEM5H	0	0	\$500.00	\$0.00	\$150.00	\$0.00	\$0.00
1000Mb CIR / Business Critical Medium - Basic Only / OEM1T	0	0	\$600.00	\$0.00	\$150.00	\$0.00	\$0.00
Enhanced MultiCast (Per Port) / n/a / OEMEM	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

WK# - TCAL and ILEC - Intrastate -TBD

Please sign by May 22, 2018

For AT&T Administrative Use Only

Pricing Schedule No. _____

Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				\$12,970.00			\$0.00
*If the standard NRC exceeds the billed NRC, the difference has been waived. Charges for special construction, if needed, may also apply.							
If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Minimum Payment Period or if no such EPP term exists then the next shorter EPP term.							

A-2 Initial New and Existing Sites and Service Configuration**Table 1 - Complete a line for each Customer Port Connection.**

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
1	175 Oriole St	Keystone Heights	FL	Existing	ATT Florida
2	3984 Strd 16 W	Green Cove Springs	FL	Existing	ATT Florida
3	500 N Orange Ave	Green Cove Springs	FL	Existing	ATT Florida
4	2519 State Road 16 W	Green Cove Springs	FL	Existing	ATT Florida
5	403 Ferris St	Green Cove Springs	FL	Existing	ATT Florida
6	2385 Masters Rd	Middleburg	FL	Existing	ATT Florida
7	290 Branscomb Rd	Green Cove Springs	FL	Existing	ATT Florida
8	303 S Oakridge Ave	Green Cove Springs	FL	Existing	ATT Florida
9	5105 Sweat Rd	Green Cove Springs	FL	Existing	ATT Florida
10	3394 Peoria Rd	Orange Park	FL	Existing	ATT Florida
11	5283 County Road 218	Middleburg	FL	Existing	ATT Florida
12	3809 Knowles Pit Rd	Green Cove Springs	FL	Existing	ATT Florida
13	3194 Camp Chowenwaw Rd	Green Cove Springs	FL	Existing	ATT Florida
14	4003 Everett Ave, Middleburg	Middleburg	FL	Existing	ATT Florida

WK# - TCAL and ILEC - Intrastate - TBD

Please sign by May 22, 2018

For AT&T Administrative Use Only

Pricing Schedule No. _____

Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
15	207 Blanding Blvd	Orange Park	FL	Existing	ATT Florida
16	5 Esplande Av	Green Cove Springs	FL	Existing	ATT Florida
17	1895 Town Center Blvd	Orange Park	FL	Existing	ATT Florida
18	477 Houston St	Green Cove Springs	FL	Existing	ATT Florida
19	135 Sw Flamingo St	Keystone Heights	FL	Existing	ATT Florida
20	216 Sleepy Hollow Rd	Middleburg	FL	Existing	ATT Florida
21	825 N Orange Ave	Green Cove Springs	FL	Existing	ATT Florida
22	5995 Pine Ave	Orange Park	FL	Existing	ATT Florida
23	2054 Plainfield Ave	Orange Park	FL	Existing	ATT Florida
24	1478 Park Ave	Orange Park	FL	Existing	ATT Florida
25	2025 Smith St	Orange Park	FL	Existing	ATT Florida
26	3545 Rosemary Hill Rd	Green Cove Springs	FL	Existing	ATT Florida
27	2245 Aster Ave	Middleburg	FL	Existing	ATT Florida
28	2519 State Road 16 W	Green Cove Springs	FL	Existing	ATT Florida
29	1565 County Road 315	Green Cove Springs	FL	Existing	ATT Florida
30	4030 Ivory Xing	Orange Park	FL	Existing	ATT Florida
31	6837 County Road 315	Keystone Heights	FL	Existing	ATT Florida

Table 2 – Service Components associated with Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
1	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
2	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
3	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
4	1 Gbps Basic	250 Mbps	Bus. Critical - Med.	N/A
5	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
6	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
7	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A

AT&T SWITCHED ETHERNET SERVICESM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
8	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
9	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
10	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
11	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
12	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
13	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
14	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
15	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
16	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
17	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
18	1 Gbps Basic	250 Mbps	Bus. Critical - Med.	N/A
19	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
20	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
21	1 Gbps Basic	250 Mbps	Bus. Critical - Med.	N/A
22	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
23	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
24	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
25	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
26	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
27	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
28	1 Gbps Basic	250 Mbps	Bus. Critical - Med.	N/A
29	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
30	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
31	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A

Table 3 – Features associated with Customer Port Connections identified above.

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Fallback	Enhanced Multicast
1	N/A	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A	N/A
4	N/A	N/A	Yes	N/A	N/A
5	N/A	N/A	N/A	N/A	N/A

WK# - TCAL and ILEC - Intrastate -TBD

Please sign by May 22, 2018

For AT&T Administrative Use Only

Pricing Schedule No. _____

Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICESSM (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Fallover	Enhanced Multicast
6	N/A	N/A	N/A	N/A	N/A
7	N/A	N/A	N/A	N/A	N/A
8	N/A	N/A	N/A	N/A	N/A
9	N/A	N/A	N/A	N/A	N/A
10	N/A	N/A	N/A	N/A	N/A
11	N/A	N/A	N/A	N/A	N/A
12	N/A	N/A	N/A	N/A	N/A
13	N/A	N/A	N/A	N/A	N/A
14	N/A	N/A	N/A	N/A	N/A
15	N/A	N/A	N/A	N/A	N/A
16	N/A	N/A	N/A	N/A	N/A
17	N/A	N/A	N/A	N/A	N/A
18	N/A	N/A	N/A	N/A	N/A
19	N/A	N/A	N/A	N/A	N/A
20	N/A	N/A	N/A	N/A	N/A
21	N/A	N/A	N/A	N/A	N/A
22	N/A	N/A	N/A	N/A	N/A
23	N/A	N/A	N/A	N/A	N/A
24	N/A	N/A	N/A	N/A	N/A
25	N/A	N/A	N/A	N/A	N/A
26	N/A	N/A	N/A	N/A	N/A
27	N/A	N/A	N/A	N/A	N/A
28	N/A	N/A	Yes	N/A	N/A
29	N/A	N/A	N/A	N/A	N/A
30	N/A	N/A	N/A	N/A	N/A
31	N/A	N/A	N/A	N/A	N/A

End of Document

**STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS**
[General]

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, 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; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(b) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work 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.

(c) The Parties will attempt to settle any payment dispute arising under this paragraph 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 Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, 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 Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The 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 Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the Manager or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the 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 the County's sovereign immunity.

9. 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 the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. 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.

12. **PUBLIC RECORDS LAW:** 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.

13. The Contractor's failure to comply with the requirements of paragraph 12 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14. 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.

15. 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.

16. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed 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 subsection (2) of the Statute; or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
- (iii) has been placed 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 subsection (2) of the Statute; or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

[The remainder of this page is intentionally blank.]

ATTEST FOR CLAY COUNTY:

S. C. Kopelousos, County Manager and Clerk of
the Board of County Commissioners

(Corporate Seal)

County:

Clay County, a political subdivision of the State
of Florida, by its Board of County
Commissioners

By: _____
Gavin Rollins
Its Chairman

Contractor Name: AT&T

By: _____

Printed Name: _____

Title: _____

Scrutinized Companies Certification

[Clay County: ASE Contract
INSERT PROJECT NAME]

Name of Company:¹ AT&T

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; 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 subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

AT&T

(Seal)

By: _____

Its _____

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 3 3:30 PM

TO: Finance & Audit Committee

DATE: 3/29/2018

FROM: Courtney Grimm

SUBJECT: Approval of Resolution pertaining to the Credit Agreement between the County and Dream Finders Homes LLC for the construction of the Cheswick Oaks Avenue Extension. Funding Source: Not Applicable (C. Grimm)

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
No

If Yes, Was the item budgeted (Yes/No/N/A):
No

Funding Source: Not Applicable

Sole Source (Yes/No):
No

Advanced Payment (Yes/No):
No

ATTACHMENTS:

Description

☐ [Resolution - Cheswick Oaks Ave Extension](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	3/29/2018 - 2:28 PM	Item Pushed to Agenda

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ADDING THE CHESWICK OAKS AVENUE EXTENSION TO THE CONCURRENCY MANAGEMENT SYSTEM FOR WHICH THE LEVEL OF SERVICE STANDARDS MUST BE MAINTAINED AND TO THE MAJOR ROADWAY NETWORK, IDENTIFIED ON THE EXISTING TRANSPORTATION MAP IN THE DATA, INVENTORY AND ANALYSIS FOR THE TRANSPORTATION ELEMENT OF THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 27, 2009, the Board of County Commissioners of Clay County, Florida, adopted Ordinance No. 09-41, which adopted the Clay County 2025 Comprehensive Plan (the Comprehensive Plan); and,

WHEREAS, the Board of County Commissioners adopted Clay County Ordinance 92-19, as amended, and known as the Concurrency Management System, in order to establish procedures for managing the impacts of development activity on the level of service standards for public facilities which were adopted in the Comprehensive Plan; and,

WHEREAS, transportation facilities for which the level of service standards must be maintained are included in the Major Roadway Network, which is identified as the Existing Transportation Map in the data, inventory and analysis for the Transportation Element of the Comprehensive Plan, and in the Concurrency Management System; and

WHEREAS, roads or road segments may be added to the Major Roadway Network and to the Concurrency Management System by resolution of the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners desires to add the Cheswick Oaks Avenue Extension which will extend Cheswick Oaks Avenue approximately 2540 feet to the Major Roadway Network and to the Concurrency Management System.

NOW THEREFORE, be it resolved by the Board of County Commissioners of Clay County, Florida, that

1. A road segment described as the Cheswick Oaks Avenue Extension which will extend Cheswick Oaks Avenue approximately 2540 feet is hereby added to the Major Roadway Network, which is identified as the Existing Transportation Map in the data, inventory and analysis for the Transportation Element of the Comprehensive Plan, and to the Concurrency Management System.

2. This Resolution shall go into effect immediately upon its adoption.

DULY ADOPTED, by the Board of County Commissioners of Clay County, Florida this _____ day of April, 2018.

BOARD OF COUNTY COMMISSIONERS OF
CLAY COUNTY, FLORIDA

BY: _____
Gavin Rollins, Its Chairman

ATTEST:

S. C. Kopelousos, County Manager and
Clerk of the Board of County Commissioners



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 3 3:30 PM

TO: Finance and Audit Committee

DATE: 3/28/2018

FROM: Courtney K. Grimm

SUBJECT: Approval of Credit Agreement which is in connection with the Cheswick Oaks Avenue Extension. The Credit Agreement is subject to staff verification of the amount of credit due based on the valuation methodology in the Impact Fee Ordinance and also the inclusion of the Cheswick Oaks Avenue Extension in the 5 Year Transportation Capital Improvement Plan contained in the Capital Improvement Element of the Comprehensive Plan. Exhibits B and C to the Credit Agreement are not complete and will be provided at the committee meeting. Funding Source: Not applicable (C. Grimm)

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
No

If Yes, Was the item budgeted (Yes/No/N/A):

Funding Source: Not applicable

Sole Source (Yes/No):
No

Advanced Payment (Yes/No):
No

ATTACHMENTS:

Description

▯ [Dream Finders Impact Fee Credit Agt](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Slaybaugh, Jaclyn	Approved	3/30/2018 - 10:04 AM	Item Pushed to Agenda

**CLAY COUNTY
AGREEMENT/CONTRACT _____**

ROADWAY CONSTRUCTION IMPACT FEE CREDIT AGREEMENT

This Roadway Construction Impact Fee Credit Agreement (the Agreement) is made and executed as of this _____ day of _____, 2018, by and between CLAY COUNTY, FLORIDA, a political subdivision of the State of Florida (the County), and DREAM FINDERS HOMES LLC, a limited liability company (Dream Finders).

Recitals

WHEREAS, on September 26, 2017, the County adopted Ordinance No. 2017-30, known as the Amended Road Impact Fee Ordinance, as the same has been amended, which imposed Road Impact Fees, as that term is defined in the Ordinance, on new development in the County, and which contains provisions for credit to be granted against the imposition of Fair Share Program mitigation and Road Impact Fee obligations, as well as against Adequate Public Facilities requirements (APF Requirements) imposed in the Lake Asbury Master Plan and Branan Field Master Plan areas, which arise from the construction by an Owner or Applicant (Owner) of all or any portion of an Impact Fee Eligible Road, as that term is defined by the Ordinance; and

WHEREAS, such credit, once granted pursuant to the requirements for same in the Ordinance, may be used by an Owner in connection with future development within the Owner's property; and

WHEREAS, Dream Finders, as of the date of this Agreement, is under contract to purchase approximately 265 acres of real property in the County which is located within the Branan Field Master Plan area (the Property), which is more particularly described in Exhibit A attached hereto

and by reference made a part hereof, and which is intended to be developed as a project known as Wilford Preserve; and

WHEREAS, following its acquisition of the Property, Dream Finders, in connection with the development of Wilford Preserve, intends to donate or cause to be donated to the County land depicted on Exhibit B attached hereto (the Right of Way) for the extension of Cheswick Oaks Avenue, and Dream Finders intends to construct the extension of the Cheswick Oaks Avenue roadway (the Extension) from the current southern terminus of Cheswick Oaks Avenue to the future entrance of Wilford Preserve, which Extension will include a two lane road, stormwater retention if necessary, sidewalks and ADA handicap ramps, constructed in compliance with applicable County or Florida Department of Transportation standards and regulations; and

WHEREAS, Dream Finders, in connection with the purchase of the Property, shall also acquire concurrency reservation certificate No. 16-000024 (CRC) which reserves 424 P.M. Peak Hour trips allocated to meeting the concurrency obligations with regard to the development of Wilford Preserve; the CRC reservation will serve to eliminate any Fair Share Program mitigation for the development if the development contemplated and approved does not generate trips in excess of that reserved in the CRC; and

WHEREAS, the Extension is an Impact Fee Eligible Road; and

WHEREAS, upon the execution of this Agreement and subject to the conditions provided for herein, Dream Finders shall be entitled to credit as determined in accord with the provisions of Section 3.08D in the Ordinance (the Credit); and

WHEREAS, Dream Finders and the County acknowledge that the Ordinance provides for the Credit to satisfy APF Requirements and in the event there is excess Credit remaining, then the

excess credit may be used to satisfy Road Impact Fee obligations (the Development Fees) arising out of development of the Property; and

WHEREAS, the administration of the Credit against the imposition of Development Fees for new development is the responsibility of the Impact Fee Coordinator, as identified in the Ordinance; and

WHEREAS, Dream Finders and the County desire to delineate their respective rights and obligations with regard to the Credit to which Dream Finders shall become entitled to under the Ordinance for the construction and dedication of the Extension to the County.

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. **Recitals**. The recitals set forth hereinabove form an integral part of this Agreement. When construing this Agreement, the parties shall refer to the recitals to the extent necessary to give full effect to the intent of the parties as reflected in this Agreement; provided, however, that if the recitals and a substantive provision of this Agreement are in direct conflict and cannot be reconciled, then the substantive provision shall control.

2. **Credit**.

a. **Entitlement to Credit**. Dream Finders and the County agree that Dream Finders shall receive Credit for the donation of Right of Way to the County, and the construction cost of the Extension and dedication of the completed Extension to the County. The Credit shall be in the amount of \$_____ based upon the current standards and methodology set forth in Section 3.08D of the Ordinance as calculated and shown on Exhibit C attached hereto and incorporated herein. The following are two preconditions to entitlement to Credit under this Agreement for the value of the donated Right of Way: (1) if Dream Finders creates another entity

to take title to the Property and that entity dedicates the Right of Way to the County, then Dream Finders shall have the obligation to obtain from that entity a written notice directed to the County that states that it disclaims any right to Credit for the donation and that said Credit will be granted to Dream Finders. Upon receipt of the above referenced written notice, the County shall make the Credit available pursuant to the provisions of Section 2.d. below; and (2) if the Right of Way is not dedicated to the County, then Dream Finders shall not be entitled to access any Credit it may otherwise be qualified to receive under this Agreement.

b. **Documentation of Credit.** The County is in receipt of the documentation required by Section 3.08 of the Ordinance in order to determine the value of the Right of Way dedicated to the County and the cost of construction of the Extension and accepts the values provided.

c. **Transferability of Credit.** The Credit granted pursuant to this Agreement may not be transferred and shall be limited to satisfying the APF Requirements and to the extent there is excess Credit remaining, to satisfying the Road Impact Fee obligations arising out of the development of Wilford Preserve. To the extent any excess is not extinguished after being applied to the APF Requirements and the Road Impact Fee obligations, it will not be transferable to another development.

d. **Use of Credit.** The Credit established under Section 2.a. of this Agreement shall be applied first to satisfying the Branan Field Master Plan APF requirement for the Property. Pursuant to the Ordinance, any excess Credit may be used to satisfy the Road Impact Fee obligations arising from the development of Wilford Preserve until the total Credit is exhausted. The use of the Credit shall be immediately available to Dream Finders, upon the posting of a performance bond or irrevocable letter of credit, if applicable, with the County in the amount

representing the difference, if any, between the Development Fees due and the amount of Credit. Failure to dedicate the Right of Way or the completed Extension to the County, or if the Extension is not accepted by the County due to noncompliance with applicable County or Florida Department of Transportation standards and regulations, will result in the Credit granted under this Agreement being revoked and all Development Fees due shall be immediately due and payable and collected in any manner authorized by law.

3. **The County's Obligations.** The County, through its Impact Fee Coordinator, shall:

a. Deliver to Dream Finders a form for the Credit Voucher to be utilized in the administration of this Agreement.

b. Maintain a ledger reflecting the use of the Credit available against Development Fees otherwise due.

c. Require that, in connection with payment of Development Fees within the Property, when a Credit Voucher from Dream Finders is presented to the County, it must state the dollar amount of the Credit sought and the allocation of the Credit as to APF Requirements or Road Impact Fee obligations to the extent applicable. The County shall deduct the amount of the Credit Voucher from the balance of the Credit then available to Dream Finders, as applicable.

d. Periodically, Dream Finders may request from the County the opportunity to inspect and copy Credit Vouchers accepted by the County. If, based upon its inspection of such Credit Vouchers, Dream Finders believes that the County has accepted invalid Credit Voucher(s) or has otherwise processed Credit Voucher(s) improperly, Dream Finders may notify the County of Dream Finders' objection to such Credit Voucher(s). Upon receipt of Dream Finders' objection, the County shall make any necessary adjustments to the County's ledger and take whatever steps

are lawfully available to the County to withhold, suspend, or revoke any permits, plans, or other approvals issued based upon the acceptance of such Credit Voucher(s). If the County determines that the Credit Voucher(s) to which Dream Finders objected are valid and were processed properly, then the County may restore any permits, plans, or approvals issued based upon the acceptance of such Credit Voucher(s).

e. In the event that the Credit of Dream Finders established under Section 2.a. is exhausted, advise Dream Finders in writing of said occurrence.

f. Timely process all applications, permits and authorizations submitted by or on behalf of Dream Finders for the construction of the Extension in a reasonable and timely manner consistent with all applicable federal, state and local laws.

g. Proceed with the issuance of any and all permits for such new development without the collection of Development Fees as to which the Credit has been applied.

h. Pursuant to the fee schedule set forth in the Ordinance, assess Development Fee obligations against all new development on the Property pursuant to the Ordinance.

i. The County may accept a monetary payment by an applicant of Development Fees due for a development within the Property where no Credit Voucher is presented from Dream Finders. Any such payment is non-refundable.

4. DREAM FINDERS' Obligations.

a. Dream Finders shall provide a list, updated as necessary, of the persons authorized to execute the Credit voucher on behalf of Dream Finders.

b. Dream Finders agrees to cause the Right of Way necessary for the construction of the Extension, including any right of way necessary to accommodate stormwater needs for the completed roadway, if necessary, to be dedicated by plat to the County. The County

shall accept the dedication of said right of way in accord with the requirements of the Ordinance and the Clay County Code, which acceptance shall not be unreasonably withheld.

c. Dream Finders agrees to construct the Extension in accord with this Agreement and the requirements of the Clay County Code and the Florida Department of Transportation standards and regulations.

5. **Credit Vouchers.** A Credit Voucher shall be submitted to and accepted by the County no later than such time(s) the applicable Development Fee is otherwise due.

6. **Annual Report.** On or before January 31 of each year, commencing January 31 of the year following the year in which the Credit is determined and for so long as there remains any Credit under this Agreement, Dream Finders shall prepare and deliver to the County, through its Impact Fee Coordinator, an annual report setting forth the amount of Credit utilized during the prior year and the balance of the Credit remaining. If Dream Finders disagrees with the conclusions of its annual report as compared to the County's ledger listing the use of the Credit, then Dream Finders shall notify the County in writing and state the specific reasons for such disagreement. In the event that Dream Finders and the County are unable to resolve such disagreement, Dream Finders may request a meeting with the County Manager. If the County Manager affirms disagreement with the conclusions of the annual report, then Dream Finders may pursue remedies as provided in Section 7.b. below.

7. **Defaults and Remedies.**

a. **County/Defaults.** If the County defaults in the performance of any obligation required to be performed by it under this Agreement, then Dream Finders may deliver written notice of such default to the County. The County shall cure such default within thirty (30)

days after the delivery of such notice of default. If the County does not cure such default within the time period provided, then Dream Finders may pursue any available remedies in law or equity.

b. Dream Finders/Defaults. If Dream Finders defaults in the performance of any obligation required to be performed by it under this Agreement, then the County may deliver written notice of such default to Dream Finders. The Dream Finders shall cure such default within thirty (30) days after the delivery of such notice of default. If Dream Finders does not cure such default within the time period provided, then the County may pursue any available remedies in law or equity.

8. Future Revisions. If the Ordinance, Clay County Comprehensive Plan or any other Clay County land development regulation are amended to decrease, eliminate, waive (temporarily or permanently), or otherwise revise the Development Fees or replace any or all of the Development Fees with another form of exaction for transportation impacts in a manner which affects adversely the value or viability of the Credit, then such amendment shall serve as grounds for Dream Finders to request the County to amend this Agreement in a manner which may maintain the value or viability of the then remaining Credit. The parties agree that the Development Fees to which the Credit may be applied shall be those in effect at the time the Development Fees for applicable new development would otherwise be due.

9. Miscellaneous Provisions.

a. Notices, Demands and Communications Between the Parties. 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 Dream Finders:

Patrick Metcalf
Director of Land Acquisition
Dream Finders Homes, LLC
14701 Philips Highway, Suite 300
Jacksonville, FL 32256
Patrick.metcalf@DreamFindersHomes.com

and

Batey C. McGraw
Vice President - Land
Dream Finders Homes, LLC
Batey.mcgraw@DreamFindersHomes.com

With a copy to:

Rogers Tower, P.A.
Attn: Wyman Duggan, Esq.
1301 Riverplace Blvd., Suite 1500
Jacksonville, Florida 32207
WDuggan@rtlaw.com

b. Successors and Assigns. Any transfer of this Agreement must first receive written approval of the Board of County Commissioners.

c. Waiver. 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.

d. Voluntariness. The parties have voluntarily entered into this Agreement in consideration of the benefits and the rights of the parties arising hereunder.

e. 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, but only one agreement is intended hereby.

f. Merger of Agreement Terms. 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.

g. Section Headings. Section headings included in this Agreement are for convenience only and shall have no effect upon the meaning or construction of this Agreement.

h. Joint Preparation. 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.

i. Amendment of Agreement. Unless otherwise provided in this Agreement, no amendment or modification of this Agreement shall be effective or binding upon the parties unless such amendment or modification is in writing and has been executed by the parties.

j. Compliance with Laws. 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.

k. Cooperation and Further Assurances. The parties hereto agree to cooperate in all reasonable respects to ensure 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.

l. 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.

m. Time is of the Essence. Time is of the essence with respect to this Agreement and each of its terms and provisions.

n. Effective Date. This Agreement and subsequent amendments hereto shall become effective the date they are approved by the parties.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this day and year written below.

DREAM FINDERS HOMES LLC

By: _____
Printed
Name: _____
Title: _____

CLAY COUNTY, FLORIDA

By: _____
Gavin Rollins, Chairman

ATTEST:

S. C. Kopelousos, County Manager and
Clerk of the Board of County Commissioners

Dream Finders - Roadway Construction Credit Agreement 3-27-18 2d draft

LEGAL DESCRIPTION
EXHIBIT "A"

A parcel of land consisting of a portion of Section 4, 9 and 10, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the most southerly corner of Tract "G", Spencers Plantation Unit One, according to plat thereof recorded in Plat Book 45, pages 13 through 20 of the public records of said county; thence South 05 degrees 09 minutes 12 seconds East, 251.88 feet to the point of beginning; thence South 58 degrees 47 minutes 50 seconds East, 964.55 feet; thence South 09 degrees 03 minutes 07 seconds East, 876.02 feet; thence South 17 degrees 40 minutes 28 seconds West, 1562.09 feet; thence South 60 degrees 34 minutes 06 seconds West, 1475.42 feet; thence North 71 degrees 39 minutes 13 seconds West, 2471.21 feet; thence North 89 degrees 51 minutes 41 seconds West, 402.10 feet; thence North 41 degrees 04 minutes 47 seconds West, 158.91 feet; thence North 89 degrees 31 minutes 02 seconds West, 1221.10 feet; thence North 00 degrees 20 minutes 23 seconds West, 2986.74 feet to a southeasterly corner of Tract "C", Savannah Glen Unit Two, according to plat thereof recorded in Plat Book 31, pages 72 through 77 of said public records; thence on the east line of said Savannah Glen Unit Two, North 00 degrees 38 minutes 59 seconds East, 576.25 feet to the south line of Cheswick Oak Drive; thence on said south line and on an easterly extension thereof, South 89 degrees 19 minutes 17 seconds East, 111.26 feet to the west line of a 100 foot wide Clay Electric Cooperative Easement as per Official Records Book 118, page 598 of said public records; thence on said east line, South 00 degrees 34 minutes 39 seconds West, 1022.99 feet; thence continue on said west line, South 00 degrees 13 minutes 37 seconds East, 2439.50 feet; thence South 89 degrees 31 minutes 02 seconds East, 1084.08 feet; thence North 30 degrees 53 minutes 12 seconds East, 1286.69 feet; thence North 34 degrees 12 minutes 47 seconds East, 599.59 feet; thence North 23 degrees 36 minutes 45 seconds East, 506.58 feet; thence North 46 degrees 47 minutes 25 seconds East, 285.31 feet; thence South 90 degrees 00 minutes 00 seconds East, 640.00 feet to the southwesterly line of Spencers Plantation Unit Two, according to plat thereof recorded in Plat Book 47, pages 43 through 48 of said public records; thence on said southwesterly line, South 33 degrees 58 minutes 12 seconds East, 377.99 feet to a southeasterly line thereof; thence on said southeasterly line, North 66 degrees 03 minutes 51 seconds East, 1560.63 feet to the point of beginning; being 264.56 acres, more or less, in area.

Subject to an easement to Clay Electric Cooperative as per Official Records Book 118, page 598 of said public records.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 3 3:30 PM

TO: Finance & Audit Committee

DATE: 2/15/2018

FROM: Clayton Meng

SUBJECT: Approval of ordinance amending the Capital Improvement Elements of the Board's Capital Improvement Program.
Funding Source: Various Capital Improvement Projects Fund Accounts (C. Meng)

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes/No/N/A):
Yes

Sole Source (Yes/No):
No

Advanced Payment (Yes/No):
No

ATTACHMENTS:

Description

- ☐ [Memo-Ordinance](#)
- ☐ [Capital Plan table amendment Ordinance 03102018](#)
- ☐ [BCC Approved 03102018 CIP Table](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Finance	Goodermote, Angela	Approved	3/29/2018 - 4:21 PM	Item Pushed to Agenda



Finance Department

Address:

477 Houston Street
4th Floor, Admin. Building
Green Cove Springs, FL
32043

Phone: 904-529-3646

904-278-3646

Fax: 904-278-4749

County Manager

S.C. Kopelousos

Commissioners:

Mike Cella

District 1

Wayne Bolla

District 2

Diane Hutchings

District 3

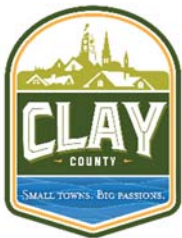
Gavin Rollins

District 4

Gayward F. Hendry

District 5

www.claycountygov.com



MEMORANDUM

TO: Clay County Board of County Commissioners

FROM: Clayton Meng, Finance Director

DATE: April 10, 2018

RE: Public Hearing to consider an amendment to the Capital Improvement Element by Ordinance

****REQUESTED ACTION:** Approval of Ordinance amending the Capital Improvement Elements of the Board's Capital Improvement Program and implementing budget transfers.

Background: The Capital Improvement Element is a five year schedule of capital improvements which are Comprehensive Plan (concurrency) related. Section 1 of Exhibit A of the ordinance lists the road improvements related to the Comprehensive Plan which are to be constructed. This amendment will add the Cheswick Oaks Avenue Extension Project in the amount of \$3,000,000 in developer funding for FY 2019.

Exhibit B of the Ordinance identifies the funding sources for the improvements.

ORDINANCE 2018-

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING ORDINANCE 2009-41, WHICH ADOPTED CERTAIN TABLES WHICH COMPRISE PART OF THE DATA AND ANALYSIS SUPPORTING THE FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE CLAY COUNTY 2025 COMPREHENSIVE PLAN ADOPTED PURSUANT TO THE REQUIREMENTS OF SECTION 163.3184, FLORIDA STATUTES, AS AMENDED; PROVIDING AN EFFECTIVE DATE.

Recitals

WHEREAS, on October 27, 2009 the Board of County Commissioners of Clay County, Florida (the "Board") adopted Ordinance No. 09-41 which adopted the Clay County 2025 Comprehensive Plan, which as subsequently amended is now referred to as the Clay County 2025 Comprehensive Plan (the "Plan"); and,

WHEREAS, Policy 1.2 of the Capital Improvements Element (CIE) of the Plan directs the County to monitor capital facilities to identify deficiencies, to evaluate whether improvements have met demands, and to identify needed maintenance; and,

WHEREAS, The Table attached and incorporated herein as Exhibit A entitled "Clay County Capital Improvements," hereinafter referred to as "Table 1", contains CIE improvements in Section I and Non-CIE improvements in Section II, and changes to each type of improvement are accomplished in a different manner; and,

WHEREAS, When additions or deletions are made to Section I of Table 1, then changes must be made to Table 2 attached and incorporated herein as Exhibit B, and entitled "Clay County Capital Program Revenue Sources", to reflect and be consistent with the changes in Section I of Table 1; and,

WHEREAS, Section 163.3177(3), Florida Statutes, requires that amendments to Tables 1 and 2 as part of the data and analysis supporting the five year capital improvement program in the CIE of the Plan must be accomplished by ordinance whereas amendments to the list of Non-CIE improvements in Section II of Table 1 may be accomplished by resolution; and

WHEREAS, It is necessary to amend the County's Capital Improvement Plan which necessitates amending the Tables of the CIE in Ordinance No. 09-41.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1.

Section I of Table 1 as depicted in Exhibit A attached hereto and incorporated herein is amended to make necessary changes as directed by the Clay County Board of County Commissioners.

Section 2.

Table 2 as depicted in Exhibit B which is attached hereto and incorporated by reference herein 09-41 is amended to make it consistent with Table 1.

Section 3.

With respect to the Tables referenced in Section 1 above, the legal effect of this Ordinance is that upon its effective date:

- (A) Funds for capital projects identified in the Tables shall only be expended consistent therewith; and,
- (B) To the extent that corrections, updates, and modifications concerning costs, revenue sources, acceptance of facilities pursuant to dedications which are inconsistent with the Tables, or a change in the date of construction of the capital projects identified in the Tables are proposed, such may only be implemented by amendment hereto.
- (C) Nothing in this Ordinance shall have any effect on the improvements listed in Section II of Table 1. This ordinance shall be construed only to amend Section 1 of Table 1.

Section 4.

A copy of the Ordinance shall be filed with the Department of State, R.A. Gray Building, 500 South Bronough Street, Tallahassee, FL , 32399-0250 by the Clerk of the Board within ten days after enactment by the Board and shall thereafter take effect in accordance with general Florida law.

Section 5.

This ordinance shall take effect as provided for by Florida law.

DULY ADOPTED, by the Board of County Commissioners, Clay County, Florida, this 10th day of April, 2018.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

Gavin Rollins
Its Chairman

ATTEST:

S. C. Kopelousos
County Manager and Clerk of the
Board of County Commissioners

Exhibit B
Table 2. Clay County Capital Program Revenue Sources
CLAY COUNTY, FLORIDA
Revenue Analysis for Capital Improvement Element
CIP Combined
FY 2016-17 TO FY 2021-22

BCC APPROVED 03/10/2018

	2016-17 Estimated Actuals	2017-18	2018-19	2019-20	2020-21	2021-22
Revenues						
Prior Year Carry Forward	39,593,881	33,967,141	10,602,496	31,706,324	62,427,744	91,776,196
Local Option Sales Tax Receipts	18,194,835	19,886,915	20,367,855	20,860,426	21,364,910	21,881,593
2nd Local Option Gas Tax Receipts	-	2,753,642	3,671,523	3,760,314	3,851,252	3,944,390
Impact Fees	-	2,223,500	5,960,000	5,960,000	5,960,000	5,960,000
Interest Earnings	260,252	43,960	54,450	90,680	122,290	161,300
Subtotal	58,048,968	58,875,158	40,656,324	62,377,744	93,726,196	123,723,479
Other Revenues						
Other Revenue	467,949	50,000	50,000	50,000	50,000	50,000
FDOT Grant	367,075	-	-	-	-	-
Donation	-	-	3,000,000	-	7,000,000	-
Subtotal	835,024	50,000	3,050,000	50,000	7,050,000	50,000
Total Funds	58,883,992	58,925,158	43,706,324	62,427,744	100,776,196	123,773,479
Less 5% of Revenues	-	1,247,901	1,655,191	1,536,071	1,917,422	1,599,864
Total Revenues Available to County	58,883,992	57,677,257	42,051,133	60,891,673	98,858,774	122,173,615
Expenditures						
Plan Improvements	4,517,962	8,486,384	10,500,000	-	9,000,000	-
Non-Plan Improvements	20,398,889	39,836,278	1,500,000	-	-	-
Total	24,916,851	48,322,662	12,000,000	-	9,000,000	-
Excess of Revenues Over Expenditures						
Annually (total funds less expenditures)	33,967,141	10,602,496	31,706,324	62,427,744	91,776,196	123,773,479
Over (Under) 95 Percent	33,967,141	9,354,595	30,051,133	60,891,673	89,858,774	122,173,615

Exhibit A Table 1. Clay County Capital Improvements CLAY COUNTY, FLORIDA FY 2016-17 TO FY 2021-22 CIP Combined BCC APPROVED 03/10/2018						
	2016-17 Estimated Actuals	2017-18	2018-19	2019-20	2020-21	2021-22
Section I COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS						
<u>Traffic Circulation Element</u>						
6076 Challenger Center Roadway	161,803	827,543	-	-	-	-
6031 CR 218 Widening from Astor to Cosmos	-	-	4,500,000	-	-	-
6077 CR 218 Safety Improvements	3,000,000	-	-	-	-	-
6083 CR 218 Extension	-	-	-	-	9,000,000	-
6084 Cheswick Oaks Avenue Extension	-	-	3,000,000	-	-	-
6065 CR 220 (CR209 to Knight Boxx)	391,160	4,563,840	-	-	-	-
6064B Tynes Blvd Ext. - Bond	964,999	2,095,001	-	-	-	-
6064 Tynes Blvd Ext. - Non-Bond	-	1,000,000	3,000,000	-	-	-
Total Capital Improvement Plan Improvements	4,517,962	8,486,384	10,500,000	-	9,000,000	-
Section II NON-PLAN CAPITAL IMPROVEMENTS						
<u>Transportation</u>						
6059 Equipment - Transportaton	318,016	1,542,984	-	-	-	-
<u>Parks and Recreation</u>						
6048 Moody Ave Ball Field/Drainage	-	12,826	-	-	-	-
6058 Parks and Recreation Equipment	25,781	81,219	-	-	-	-
6061 Oakleaf Community Park	472,479	287,521	-	-	-	-
6062 Multipurpose Field @ Fleming Island (FIAA)	26,257	857,426	-	-	-	-
6063 Fleming Island Baseball Park	-	1,019,215	-	-	-	-
6066 Spring Park - Reno	512,265	-	-	-	-	-
6068 Omega Land Park	-	290,000	-	-	-	-
<u>Environmental</u>						
6051 Equipment - Animal Care & Control	105,502	112,498	-	-	-	-
<u>Public Safety</u>						
6049 Sheriff Multipurpose	2,735	300,000	-	-	-	-
6054 800 MHz	1,999,487	13,637,482	-	-	-	-
6055 Station 11 Replacment	27,223	2,453,920	-	-	-	-
6057 Equipment - Public Safety Non-Bond	639,375	2,308,450	-	-	-	-
6057B Equipment - Public Safety - Bond	1,629,315	-	-	-	-	-
6078 Sheriff Capital Equipment & Vehicles	-	1,108,982	-	-	-	-

		2016-17 Estimated Actuals	2017-18	2018-19	2019-20	2020-21	2021-22
<u>Public Works</u>							
27	Road Resurfacing	3,603,708	6,396,292	1,000,000	-	-	-
6005	Road Paving	-	1,380,130	500,000	-	-	-
6040	Drainage Storm Water	-	117,418	-	-	-	-
6071	RR Crossing	755,894	93,606	-	-	-	-
6072	Sandridge Box Culvert	106,482	2,393,518	-	-	-	-
6080	Public Works Building	-	800,000	-	-	-	-
6082	218 Bridge	-	1,600,000	-	-	-	-
<u>Other Projects</u>							
58	Equipment-P.A.	46,100	50,000	-	-	-	-
6056	Equipment-General Government	135,390	228,110	-	-	-	-
6067	Fairgrounds Improvements	532,555	938,050	-	-	-	-
6081	Equipment-Engineering	-	120,000	-	-	-	-
6079	Equipment-Libraries	-	23,000	-	-	-	-
7082	Equipment-Health Department	-	73,719	-	-	-	-
7083	Equipment-Extension Services	-	25,500	-	-	-	-
<u>Debt Service</u>							
4205	Debt Financing - transfer to Debt Service Fund	9,460,325	1,461,975	-	-	-	-
Total Non-Plan Improvements		20,398,889	39,836,278	1,500,000	-	-	-
Grand Total - Improvements		24,916,851	48,322,662	12,000,000	-	9,000,000	-



Includes \$7,000,000 in Developer Funding and \$2,000,000 in County Funding.
\$3,000,000 in Developer Funding.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 3 3:30 PM

TO: Finance and Audit Committee

DATE: 3/28/2018

FROM: Courtney K. Grimm

SUBJECT:

Approval of the First Amendment to Agreement/Contract #17/18-28. The sole purpose of this First Amendment to Agreement/Contract #17/18-28 is to change the name of the Vendor in the original contract from PST Services, LLC to Change Healthcare Technology Enabled Services, LLC. In all other aspects, Agreement/Contract #17/18-28 remains the same, as stated in numbered Paragraph 2 of the First Amendment. Funding Source: N/A (C. Meng)

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
No

If Yes, Was the item budgeted (Yes/No/N/A):

Funding Source: Not applicable

Sole Source (Yes/No):
No

Advanced Payment (Yes/No):
No

ATTACHMENTS:

Description

□ [First Amendment](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Grimm, Courtney K.	Approved	3/29/2018 - 9:57 AM	
County Manager	Slaybaugh, Jaclyn	Approved	3/30/2018 - 10:04 AM	

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE F+A 4-3-18
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	March 28, 2018	
Staff Member Preparing Form:	Daphne Roberts	
Department Submitting Contract:	County Attorney	
Vendor Name:	Change Healthcare Technology Enabled Services, LLC	
Contract Title:	First Amendment to Agreement/Contract #2017/2018-28	
*Please type N/A below next to items not applicable.	SUMMARY (TO BE COMPLETED BY DEPARTMENT)	
	Yes	No
1. New Contract:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Renewal/Amend./Supplement:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Sole Source*(explain below): N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Quotes/bid policy met: N/A	<input type="checkbox"/>	<input type="checkbox"/>
5. Need to waive bid policy: N/A	<input type="checkbox"/>	<input type="checkbox"/>
6. Automatic renewal: N/A	<input type="checkbox"/>	<input type="checkbox"/>
7. Standard Addendum Executed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Advance Payment Required:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Contract Amount (*Detail negotiation efforts below) ZERO - NO COST		
10. Previous Price (*If increase explain below) N/A		
11. Date of Original Contract 11/14/17, effective 11/1/17		
12. Number of Renewals N/A		
13. Length of Term N/A		
14. Price Negotiation Efforts: N/A		
Requested Action: (Please type below)		
Funding Source		Approval of First Amendment
Account Number:		
N/A		Background/Purpose: (Please type below)
FULL Account Name:		The sole purpose of this First Amendment to Agreement/Contract #2017/2018-28 is to change the name of the Vendor in the original contract from PST Services, LLC to Change Healthcare Technology Enabled Services, LLC. In all other aspects, Agreement/Contract #2017/2018-28 remains the same, as stated in numbered Paragraph 2 of the First Amendment.
N/A		

Approvals

Purchasing:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Budget:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Finance:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

County Attorney:	No Changes	With Changes
Review Date:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Recommended Changes: (Please type below)

*Sole Source Explanation: (Please type below)

FIRST AMENDMENT TO AGREEMENT/CONTRACT #17/18-28

THIS FIRST AMENDMENT TO AGREEMENT #17/18-28 is entered into as of this _____ day of April, 2018, by and between the CLAY COUNTY BOARD OF COUNTY COMMISSIONERS (the "County") and CHANGE HEALTHCARE TECHNOLOGY ENABLED SERVICES, LLC f/k/a PST Services, LLC (the "Service Provider").

WHEREAS, the County and PST Services, LLC entered into a Master Services Agreement, effective November 1, 2017, Agreement #17/18-28 (the "Agreement"), whereby PST Services, LLC agreed to provide certain services in connection with the County's EMS medical billing; and

WHEREAS, the County received notification that PST Services, LLC, in connection with a company rebranding, had changed its name to Change Healthcare Technology Enabled Services, LLC; and

WHEREAS, the County and the Service Provider desire to amend the Agreement to reflect the name change; and

WHEREAS, the Agreement provides in paragraph 4.20 that the Agreement may be modified by a written document executed by the authorized representatives of both parties.

WITNESSETH

IN CONSIDERATION of the foregoing RECITALS, the parties agree as follows:

1. Pursuant to paragraph 4.20, Agreement #17/18-28 is hereby amended to reflect the name change of PST Services LLC to Change Healthcare Technology Enabled Services, LLC.
2. In all other respects, the terms and conditions of the Agreement, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

CHANGE HEALTHCARE TECHNOLOGY
ENABLED SERVICES, LLC
f/k/a PST Services, LLC

CLAY COUNTY BOARD OF COUNTY
COMMISSIONERS

By: _____

By: _____

Gavin Rollins, Chairman

(PRINT NAME)

ATTEST FOR CLAY COUNTY:

S.C. Kopelousos, County Manager
and Clerk of the Board of County
Commissioners



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 3 3:30 PM

TO: Finance and Audit Committee

DATE: 3/28/2018

FROM: Courtney K. Grimm

SUBJECT:

Approval of the Second Amendment to Agreement/Contract #17/18-28. The purpose of the Second Amendment is to reflect the County's selection of the add on option provided in Ex. H, Section 1.3, of the Agreement for Change Healthcare Technology Enabled Services, LLC, formerly known as PST Services, LLC, to provide an on-site billing company liaison and provide the Statement of Work for the liaison. Funding Source: 001-0201-534600 (General Fund - Finance - Temp Labor/Bill/Coll/Mgmt) (C. Meng)

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
Yes

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

Funding Source: General Fund - Finance - Temp Labor/Bill/Coll/Mgmt

Account # 001-0201-534600 Amount - 1.4% of "Net Collections"

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

Description

☐ [Second Amendment](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Grimm, Courtney K.	Approved	3/29/2018 - 10:02 AM	
County Manager	Slaybaugh, Jaclyn	Approved	3/30/2018 - 10:04 AM	

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE F&A 3/6/18
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	March 28, 2018	
Staff Member Preparing Form:	Daphne Roberts	
Department Submitting Contract:	County Attorney	
Vendor Name:	CHANGE HEALTHCARE TECHNOLOGY ENABLED SERVICES, LLC	
Contract Title:	SECOND AMENDMENT TO AGREEMENT/CONTRACT #17/18-28	
*Please type N/A below next to items not applicable.	SUMMARY (TO BE COMPLETED BY DEPARTMENT)	
	Yes	No
1. New Contract:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Renewal/Amend./Supplement:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Sole Source* (explain below): N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Quotes/bid policy met: N/A	<input type="checkbox"/>	<input type="checkbox"/>
5. Need to waive bid policy: N/A	<input type="checkbox"/>	<input type="checkbox"/>
6. Automatic renewal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Standard Addendum Executed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Advance Payment Required:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		9. Contract Amount (*Detail negotiation efforts below) SEE ATTACHED SHEET
		10. Previous Price (*If increase explain below) SEE ATTACHED SHEET
		11. Date of Original Contract Effective November 1, 2017
		12. Number of Renewals Original contract may be renewed for 2 one-year terms
		13. Length of Term Original contract term is 1 year beginning 11/1/17
		14. Price Negotiation Efforts: N/A
		Requested Action: (Please type below)
Funding Source		Approval of Second Amendment to Agreement/Contract #17/18-28
Account Number:		
001-0201-534600		Background/Purpose: (Please type below)
FULL Account Name:		The purpose of the Second Amendment is to reflect the County's selection of the add on option provided in Ex. H, Section 1.3, of the Agreement for Change Healthcare Technology Enabled Services, LLC, formerly known as PST Services, LLC, to provide an on-site billing company liaison and provide the Statement of Work for the liaison.
Gen Fund / Finance / Temp Labor / Bill / Coll / Mgmt		

Approvals

Purchasing: <i>DR</i>	No Changes	With Changes
Review Date: 3-28-18	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Budget: <i>DR</i>	No Changes	With Changes
Review Date: 3/28/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Finance: <i>DR</i>	No Changes	With Changes
Review Date: 3/28/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>

County Attorney: <i>DR</i>	No Changes	With Changes
Review Date: 3-28-18	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Recommended Changes: (Please type below)

*Sole Source Explanation: (Please type below)

9. and 10. Contract Amount and Previous Price:

Original Master Services Agreement (Agreement/Contract #17/18-28):

- For Services rendered under the Master Services Agreement, excluding Medicaid, Service Provider will be paid a service fee equal to 4.15% of the “Net Collections” less Medicaid transactions of Client each month.
- For Services rendered under the Master Services Agreement for Medicaid transactions, Service Provider will be paid a flat fee of \$7.00 per account paid by Medicaid as the primary insurer.

Second Amendment:

- In addition to original contract amount, Service Provider will provide an on-site billing company liaison at a fee of 1.4% of the “Net Collections” of the County each month.

SECOND AMENDMENT TO AGREEMENT/CONTRACT #17/18-28

THIS SECOND AMENDMENT TO AGREEMENT #17/18-28 is entered into as of this _____ day of April, 2018, by and between the CLAY COUNTY BOARD OF COUNTY COMMISSIONERS (the "County") and CHANGE HEALTHCARE TECHNOLOGY ENABLED SERVICES, LLC f/k/a PST Services, LLC (the "Service Provider").

RECITALS

WHEREAS, the County and PST Services, LLC entered into a Master Services Agreement, effective November 1, 2017, Agreement #17/18-28 (the "Agreement"), whereby PST Services, LLC agreed to provide certain services in connection with the County's EMS medical billing; and,

WHEREAS, on April 10, 2018, a First Amendment to the Agreement was entered into to reflect the name change of PST Services LLC to Change Healthcare Technology Enabled Services, LLC; and,

WHEREAS, in connection with the County's Request for Proposal No. 16/17-38 for EMS Medical Billing, the County requested that as part of a bid response a bid on additional add on options be included; and,

WHEREAS, Service Provider included in its September 1, 2017 Proposal a response to the additional add on options; and,

WHEREAS, on October 24, 2017, Service Provider was awarded the EMS Medical Billing Contract; and,

WHEREAS, in accordance with the Request for Proposal and Service Provider's Response, the Agreement provides in Exhibit H, Section 1.3 for the provision of certain optional services upon the County's selection; and,

WHEREAS, the County has determined to select the option for Service Provider to provide an on-site billing company liaison, as set forth in Section 1.3.3 of Exhibit H; and,

WHEREAS, the County and Service Provider desire to amend the Agreement to reflect the selection of the option for an on-site billing company liaison and provide the Statement of Work for the liaison; and,

WHEREAS, the Agreement provides in paragraph 4.20 that the Agreement may be modified by a written document executed by the authorized representatives of both parties.

WITNESSETH

IN CONSIDERATION of the foregoing Recitals, the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt of which are hereby acknowledged and objections to the adequacy and sufficiency of which are hereby waived, the parties agree as follows:

1. Pursuant to paragraph 4.20, Agreement #17/18-28 is hereby amended to reflect the selection by the County of the option for Service Provider to provide an on-site billing company liaison as set forth in Section 1.3.3 of Exhibit H of the Agreement.
2. The services to be provided by Service Provider's on-site billing company liaison are set forth in the Statement of Work attached hereto as Exhibit A.
3. Service Provider will provide for an on-site billing company liaison to work on-site at the County's Emergency Operations Center located at 2519 State Road 16 W, Green Cove Springs, FL and be present during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
4. As set forth in Exhibit H, Section 1.3.3, Service Provider agrees to provide an on-site billing company liaison at a fee of 1.4% of the Net Collection of the County each month.
5. The on-site billing company liaison provided by Service Provider is a full time employee of Service Provider and is not an agent or employee of the County and is not entitled to receive any benefits available to the employees of the County or to any coverage under the workers compensation or unemployment insurance of the County.
6. In all other respects, the terms and conditions of the Agreement, as amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

CHANGED HEALTHCARE TECHNOLOGY
ENABLED SERVICES, LLC
f/k/a PST Services, LLC

CLAY COUNTY BOARD OF COUNTY
COMMISSIONERS

By: _____

By: _____
Gavin Rollins, Chairman

(PRINT NAME)

ATTEST FOR CLAY COUNTY:

S.C. Kopelousos, County Manager
and Clerk of the Board of County
Commissioners

EXHIBIT A

STATEMENT OF WORK Billing Liaison

1. Services to be provided include, but are not limited to, reviewing EMS patient reports, documentation, claims and associated billing related correspondence, managing signature and account holds, verifying patient demographic and insurance information, and providing the County and Service Provider with reports and feedback to help improve the billing and claims process and revenue, all in accordance with applicable federal, state, and local ambulance transportation and HIPAA laws.
2. Duties & Requirements
 - a. Serve as a direct liaison between field paramedics writing the ePCR's, field supervisors, administrative Chiefs and the County Finance section.
 - i. Prefer compliance and ambulance coding experience, along with knowledge of medical terminology through industry standards.
 - ii. Have extensive knowledge and work history in the ambulance billing sector.
 - iii. Have knowledge and work history in electronic patient record software for EMS.
 - iv. Handle sensitive information with a high degree of confidentiality and independent good judgment to ensure the integrity of all incoming and outgoing information.
 - v. Perform administrative activities and other duties that are necessary to enable the EMS documentation and billing process to run efficiently working with the Fire Chief and the Finance Director.
 - vi. Stays current and provides both the County and Service Provider with updates on the latest Federal, State and Local regulatory issues related to ambulance service and billing.
 1. Aggregate and compile data related to all billing activities including regulatory surveys, audits, quality improvement activities, and other duties as needed.
 - b. Conduct daily, a pre-review on all ePCR's prior to placing them in a "Ready for Billing" status to ensure that all minimum requirements are met that allow the incident to be coded and claimed.
 - c. Work with those listed above in "a." on all incidents that require additional documentation or corrective action
 - i. Works with field paramedics and report writers through CCFR administration to resolve accounts that were put on a "Billing Hold" status due to demographic or signature issues, resolving to a "Ready for Billing" status.
 - ii. Function as a super user on hospital interface and Service Provider software with the intent of being able to resolve all issues with patient accounts.

- d. Work with CCFR and County IT administration on either a manual or automated extract from the County's ePCR to the Service Provider.
- e. Work with CCFR and County Finance administration on improvement benchmarks and the matrix reports.
 - i. Continually evaluate the ePCR's for accuracy and completion, identifying any patterns in the data that need improvement.
 - ii. Provide on a daily, weekly, monthly, fiscal year and annual year basis data abstraction and reports needed by CCFR and/or IT or Finance administration for the management and improvement of all documentation and billing processes.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 3 3:30 PM

TO: Finance and Audit Committee

DATE: 3/29/2018

FROM: Administrative and Contractual Services

SUBJECT: Approval of the Safety and Education Articulation Interlocal Agreement with the School Board of Clay County and the Clay County Sheriff's Office, for maintaining safe schools and certain educational resource services, for the period of October 1, 2017 - September 30, 2018, with revenue of \$530,500.00. Funding Source: 102-102-337201 (Revenue Account) (K. Thomas)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Assistance in maintaining safe schools and certain education resource services. Services to be provided by the Clay County Sheriff's Office. Through this agreement the CCSB provides funding to the BCC, who in turns disperses the funds to the CCSO for services in connection with School Resource Officers.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted (Yes/No/N/A):

Yes

Funding Source: 102-102-337201 (Revenue Account)

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

- ☐ [Safety and Education Articulation Interlocal Agreement](#)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	3/29/2018 - 10:34 AM	
County Manager	Slaybaugh, Jaclyn	Approved	3/30/2018 - 10:07 AM	

AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE
BCC
FIN 4-3-18

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

DATE: 03/27/2018
Staff Member Preparing Form: Daniel Littles for
Department Submitting Contract: School Board of Clay County
Vendor Name: School Board of Clay County/Clay County Sheriff's Office
Contract Title: Interlocal - Safety and Education Articulation Agreement

*Please type N/A below next to items not applicable. SUMMARY (TO BE COMPLETED BY DEPARTMENT)
Yes No

1. New Contract:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Contract Amount (*Detail negotiation efforts below) \$530,500.00 Revenue
2. Renewal/Amend./Supplement:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10. Previous Price (*If increase explain below) N/A
3. Sole Source*(explain below): N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11. Date of Original Contract N/A
4. Quotes/bid policy met: N/A	<input type="checkbox"/>	<input type="checkbox"/>	12. Number of Renewals N/A
5. Need to waive bid policy: N/A	<input type="checkbox"/>	<input type="checkbox"/>	13. Length of Term October 1, 2017 - September 30, 2018
6. Automatic renewal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	14. Price Negotiation Efforts: N/A
7. Standard Addendum Executed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8. Advance Payment Required: N/A	<input type="checkbox"/>	<input type="checkbox"/>	

Requested Action: (Please type below)

Approval of the Interlocal - Safety and Education Articulation Agreement.

Funding Source

Account Number:

102-102-337201

FULL Account Name:

Fine & Forfeiture Fund Revenue / Clay County School Board

Background/Purpose: (Please type below)

Assistance in maintaining safe schools and certain education resource services. Services to be provided by the Clay County Sheriff's Office.

Approvals

Purchasing: <i>DL</i>	No Changes	With Changes
Review Date: 3-27-2018	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Budget: <i>DL</i>	No Changes	With Changes
Review Date: 3/27/18	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Finance: <i>DL</i>	No Changes	With Changes
Review Date: 3/27/18	<input checked="" type="checkbox"/>	<input type="checkbox"/>

County Attorney: <i>DL</i>	No Changes	With Changes
Review Date: 3.28.18	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Recommended Changes: (Please type below)

*Who has the original signature document? *May want to consider doing the Agreement in multiple counterparts. *Section 1 provides for 12 equal installments after execution of this Agreement (but there are only 6 months remaining in the stated Agreement period)? *Section 9 has no verbiage regarding the BCC's indemnity limitations?
Are expenses covered under current budget or will new resources be needed?

*Sole Source Explanation: (Please type below)

Q: Does #6, along with #1, satisfy finance's
BCC is not providing indemnity to CC School Board in this Agmt

FORM REVISED: 09/18/2017

Regs to accept \$ + to pay invoices? Yes

RECEIVED
PURCHASING DIVISION
MAR 27 4:28 PM 2018

**SAFETY AND EDUCATION ARTICULATION AGREEMENT
BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,
THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA,
AND
THE CLAY COUNTY SHERIFF'S OFFICE**

2017-2018

This Agreement is made among and executed by the SCHOOL BOARD OF CLAY COUNTY, FLORIDA ("BOARD"), the BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA ("BCC"), and the CLAY COUNTY SHERIFF'S OFFICE ("CCSO") (collectively, "the Parties").

WHEREAS, the CCSO has provided and can continue to provide to the BOARD assistance in maintaining safe schools and certain educational resource services; and

WHEREAS, the BOARD desires to provide funding through the BCC to the CCSO in exchange for such assistance and services.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the mutual promises and obligations stated herein, the Parties hereby agree as follows:

1. The BOARD shall pay to the BCC, for the benefit and use of the CCSO, the sum of \$530,500.00 upon approval of this Agreement by all Parties in exchange for certain services provided to the BOARD by the CCSO as specified below during the period of October 1, 2017 through September 30, 2018. Payment shall be made in twelve (12) equal installments after execution of this Agreement and upon receipt of a monthly detail invoice submitted by the CCSO to the BOARD.
2. This Agreement provides for one lieutenant, two sergeants, eight School Resource Officers/deputy sheriffs (SROs) and one investigator to oversee and investigate cases for the Youth Resources Unit.
3. Included under this Agreement shall be CCSO's assignment of a School Resource Officer/deputy sheriff (SRO) per site to provide law enforcement and education services at Bannerman Learning Center, Keystone Heights High School, Clay High School, Middleburg High School, Fleming Island High School, Ridgeview High School, Orange Park High School, and Oakleaf High School. CCSO personnel will follow CCSO General Orders and Standard Operating Procedures in the delivery of such services.
4. Each school at which a SRO deputy sheriff from the Youth Resources Unit is assigned shall provide the SRO deputy sheriff an office with telephone service, computer access, and adequate furnishings to perform their services, including administrative and investigative duties.

5. The CCSO and the BOARD shall work cooperatively with other law enforcement agencies to ensure that appropriate and effective services are provided to the BOARD. They shall also coordinate efforts toward the achievement of early intervention goals and strategies.

6. The BCC agrees to accept receipt of the sums referenced in paragraph one (1) above for the benefit and use of the CCSO. Following receipt, the BCC, through its comptroller, and to the extent permitted by law, shall release to the CCSO the funds as received or deposit 50% into the Fund 102 Fine & Forfeiture and 50% into the Fund 140 Sheriff MSTU. In the event a dispute arises between the BOARD and the CCSO regarding the terms herein, or if receipt from the BOARD or payment to the CCSO is unauthorized by law, the BCC may unilaterally withdraw from this Agreement upon written notice to the BOARD and the CCSO. If the BOARD or the CCSO at any time disputes the entitlement of the other to funds in the possession of the BCC, the BCC may, in its sole discretion, inter-plead the BOARD and the CCSO to adjudicate such entitlement. The BCC shall have no obligation to provide funding to the CCSO hereunder from its own resources for the terms of this Agreement, nor shall it have any obligation or authority to enforce the obligations and promises of the BOARD and the CCSO hereunder, and the BOARD and the CCSO specifically hold the BCC harmless in this regard.

7. The CCSO shall maintain records concerning the performance of services provided by SRO deputy sheriffs. This will include data such as the number and types of calls for service. In accordance with Chapter 112, Part VI, *Florida Statutes*, (Law Enforcement Officer's Bill of Rights), any complaint against a deputy sheriff will be referred to the Clay County Sheriff's Office.

8. This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Act), and all applicable portions of the Act are hereby incorporated by reference.

9. Subject to and within the limitations of the sections 163.01 and 768.28, Florida Statutes, the CCSO agrees to indemnify and hold harmless the BOARD from and against any and all loss, damage, or liability which arises as a result of the negligent or intentional acts of CCSO personnel which occur in connection with the services contemplated by this Agreement.

10. This Agreement shall become effective upon the date it is fully executed by all the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date(s) hereinafter indicated.



DARRYL DANIELS
Sheriff of Clay County, Florida

3-19-18

Date

CAROL STUDDARD, Chair
School Board of Clay County, Florida

Date

ADDISON DAVIS
Superintendent of Schools
School Board of Clay County, Florida

Date

GAVIN ROLLINS, Chair
Clay County Board of County Commissioners

Date

EX-OFFICIO, Clerk to the Clay County
Board of County Commissioners

Date



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, April 3 3:30 PM

TO: Finance & Audit Committee

DATE: 1/10/2018

FROM: S. C. Kopelousos

SUBJECT: Update on County projects.

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goedermote, Angela	Approved	1/10/2018 - 8:30 AM	Item Pushed to Agenda

PROJECT	PROCESS OR STEPS	NEXT MILESTONES	DATES	COMPLETION	COMMENTS
COUNTY PARK PLAN		<p>1. Safety netting - quote 115,000 share cost with tier two 81,551 (county would pay all of cost of omega and carl pugh) If it is the Boards desire we will build into next years budget.</p> <p>2. Fairgrounds Master Plan - contracted with UF- recieved update from UF on the Report. Thisis portion of the report discussing options for reconfiguration of the event spaces.</p> <p>3. Sharing facilities with Clay County Schools- Met with Jim Fossa regarding the options</p> <p>4. Fleming Island Baseball Softball / Multipurpose fields - Eisman Russo putting together the Design Build documents for bid to go out.</p> <p>5. Eagle Harbor Drainage, and Armstrong Drainage, Omega Drainage and Concession (moving forward on this project Consulting engineer is currently working on the drainage plan)</p>			
FLEMING ISLAND MULTIPURPOSE FIELDS		<p>1. Partnered with the YMCA to provide playing time for FIAA on the Plantation Multipurpose fields.</p> <p>2. Discussion with Interior Department regarding the Thunderbolt fields (radar Road)</p>			
FERAL CAT VOLUNTEER PROGRAM		<p>1.Tethering and Spay and Neuter and chip requirements if your dog or cat is picked up by Animal Care and Control as a stray animal - Meeting set up with Commissioner Hendry - for this afternoon</p>			
SURPLUS PROPERTY REPORT		Working getting next five posted on Gov Deals			
BCC APPOINTMENTS		<p>1. Clay County Historic Preservation Board - District 2, District 3, District 4, 1 at Large</p> <p>2. Fleming Island Advisory Committee</p> <p>3. Citizens Advisory Committee TPO</p> <p>4. Affordable Housing Advisory Committee</p> <p>5. Tourist Development Council - Citizen Seat</p>			
BRANDING		<p>1. Signage- working on Specifications now</p> <p>2. Flags have been ordered</p>			

PROJECT	PROCESS OR STEPS	NEXT MILESTONES	DATES	COMPLETION	COMMENTS
800 MEGA HERTZ SYSTEM		<p>1. Project Management is in the process of verifying the completion of all system installation/operational components neccessary for final system accemptance</p> <p>2. Shelter work beginning (contract is for 210 days)</p> <p>3. Tower Hurricane Damage: awaiting insurance determination</p>			
STATION 11 REPLACEMENT		<p>1. Start Date: Jan. 27</p> <p>2. Site Work: Started - Parking will not be completed til June Timeline</p> <p>3. Foundation: March 8 begin date</p> <p>4. Structural Steel Work - April 8</p> <p>5. Roof - early June Completion</p> <p>6. Substantiatl Completion - July 20</p> <p>7. Closeout: September 24</p>	pouring concrete		
GUN RANGE		<p>1. Sent site specifications to FWC for them to create a site plan.</p> <p>2. Using it for a dump right now-Clean up is almost Complete</p> <p>3. Clean-up of the wetlands area from the dam braking : SJWMD provided us with a letter for the additional clean up from the dam break. We are working with them on specifics (cost is likely in the \$20,000)</p> <p>4. Setting up an addition meeting with the FBI on site</p>			
CHALLENGER ROAD		<p>1. Decision needs to be made as to how we fund the project</p> <p>2. DEO application Completed and submitted. Senator Bradley met with the Executive Director of DEO on our application; Staff provided additional information requested by DEO for grant review.</p>			Roadway bid came in at \$1,191,000 Need \$652,538.05 to complete the set of plans. This will complete .48 miles.
SANDRIDGE BOX CULVERT	between Rolling Hills and Silver Creek		<p>Bids due April 9</p> <p>Bids open April 10</p>		
Cross Drain on Sandridge	between CR 209 and Rollings Hills	This will be done as a separate project. Inclusion of this section would have pushed bck the time of the bid. Staff recommended separating the project. Staff will make sure there is minimal closure for this section of the work. Scheduling will occur after the "Box Culvert is complete. The existing continuous drainline contract will be used to complete this portion of the project.			

PROJECT	PROCESS OR STEPS	NEXT MILESTONES	DATES	COMPLETION	COMMENTS
Road Paving		Ground Breaking is being set up April 13th			
PAVING PROJECTS		1. Remaining roads from last fiscal year: Bee Street E. (working on Under drain issues) 2. Contractor will start on April 9th			
CR 220 Widening from Knight Box to Henley		1. 60% plans 2. 90% plans 3. 100 Plans Complete 4. LET Date (BIDs opened)	1. 2. 3. 4. 5/26/21		Another Federal Public Hearing is required and tentatively being scheduled April 17, 2018 by FDOT
CR 218		Project Start Date July 5th, 2017 Project was delayed due to the Closure of the CR 218 Bridge Estimated Completion Date for the Project: Estimated June Completion			
FDOT Grant Applications		Submission date is the end of December.			
State Appropriations		2017/2018 1. Camp Chow - \$400,000 (Just received the final grant document	Still waiting on State		
Keystone Heights Water Project		SJWMD Project County provided Easement			
2018 Legislative Appropriations		1. SWEAT Program: \$250,000 2. CR 220 - \$4 Million 3. CR 315 Safety project (Keystone Heights Area) - \$2.8 Million 4. Additional Funding for St. Johns River and Keystone Heights Lakes 5. Camp Blanding Museum - \$1.2 (Governor Vetoed)			
Tourism Strategic Plan		1. Contracted awarded to North Star Destination Strategies 2. Contract to BCC 3. Strategy should be complete in 3 to six months	1. March 13 BCC mtg 2. April 24		
GAS TAX		Agreement reached			

PROJECT	PROCESS OR STEPS	NEXT MILESTONES	DATES	COMPLETION	COMMENTS
PURCHASE PROPERTY WITH CAMP BLANDING		1. Draft closing documents have been submitted to the staff for review. 2. BCC voted on Closing Documents	2. 7.26.16		COMPLETED
TYNES EXTENSION	Agreement with developer	1. Drafts between developer and county 2. Final Draft to come to BCC	1. May-June 2. July 26, 2016		COMPLETED
BLIGHT ORDINANCE		1. BCC Discussion of Ordinance	1. August 23 BCC Mtg		COMPLETED
1 CENT EXTENSION		1. Voted by BCC to put on agenda 2. Set up town hall meetings around county 3. Interlocal agreements with the municipalities and school districts	1. June 14 2. OP-8/8 GCS-7/28 KSH-7/25 Oakleaf-8/2 Middleburg-8/4 OP-8/8	Vote August 30	COMPLETED
WELLS ROAD RAILROAD CROSSING		Completed January 27,2017			COMPLETED

Public Comment Card

☒ First Public Comment Mr. OTTO

☐ Item # ☐ YES 9 & OTHER

Date: _____

Name: 544 & BROS Clay County FL HOTELS

Address (Optional): 2904 HWY 21

City: _____ Zip: _____

Email Address: _____

Public Comment Card

☐ First Public Comment _____

☐ Item # ☐ Mr. Otto

Date: 4-3

Name: James Otto

Address (Optional): _____

City: _____ Zip: _____

Email Address: _____

Public Comment Card

☐ First Public Comment _____

☐ Item # ☐ Mr. Otto

Date: 4-3

Name: 544 & BROS Clay County FL HOTEL

Address (Optional): _____

City: _____ Zip: _____

Email Address: 544 BROS 106@gmail.com