



## FINANCE AND AUDIT COMMITTEE MEETING AGENDA

April 4, 2017

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

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### **PUBLIC COMMENTS**

#### 1. CCSO Request for 2017 Grant Applications

Approval for the Clay County Sheriff's Office (CCSO) to apply for the following grants:

(A) **Bullet Proof Vest Partnership** Funds from this grant assist in offsetting the costs of purchasing bullet proof vests issued to the agency's law enforcement members. The award amount for 2016 was \$110.47.

(B) **Community Oriented Policing Services (COPS) Hiring Program Grant** The funding from this grant is to be determined. Solicitations open in the spring for this program. Grant funds are used to provide a percentage of entry-level salaries and fringe benefits of fulltime officers to advance community policing in small and large jurisdictions. The Clay County Sheriffs Office plans to add at least 15 positions with the funding.

(C) **Department of Justice (DOJ), Edward Byrne Memorial Justice Assistance Grant (JAG) (Local Solicitation)** The funding from this grant is yet to be determined and is intended for the purpose of funding a range of program areas including law enforcement and technology improvement programs. The award amount for FY 2016-17 was in the amount of \$43,433.00.

(D) **Florida Department of Law Enforcement (FDLE), Justice Assistance Grant (JAG) (State Solicitation)** The funding amount from this grant is yet to be determined and supports the Clay County multijurisdictional Drug Task Force. Grant funds are used to pay for investigative overtime costs associated with task force operations and related search warrants activities. The Drug Task Force is comprised of law enforcement officer from the Clay County Sheriffs Office, Green Cove Springs Police Department and the Orange Park Police Department. The award amount for 2017 was in the amount of \$58,899.00.

(E) **Firehouse Subs Grant** The requested funding is to be determined. The agency will use the funds to purchase safety equipment such as automated external defibrillators (AEDs). AEDs are used to assist in life saving medical

treatment on calls where law enforcement arrives on scene before emergency medical services have arrived. This is a continuation of the Sheriff's project to have all patrol vehicles equipped with safety equipment. In 2016 Firehouse Subs purchased 18 AEDs for the agency in lieu of funding.

(F) **State Criminal Alien Assistance Program (SCAAP) Grant.** The award of this grant is based on available funds. SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens who have at least one felony or two misdemeanor convictions. Grant funds are used for correctional purposes including overtime costs. The award amount for 2016 was \$12,026.00.

(G) **2017-2018 Florida Department of Legal Affairs, Office of the Attorney General (OAG), Victims of Crime Act (VOCA) Grant** The funding from this grant is yet to be determined and supports the position of the Clay County Sheriff's Office Victim's Advocate. Grants funds are used for personnel expenses for the Victim's Advocate Unit. The Victim's Advocate Unit provides services to victims of crime to ensure they receive the support, information and education of the services available to them. There is a match requirement for this grant which is met through volunteer hours. The award amount for FY 2016-17 was \$46,776.24. (E. Gann)

2. SHIP Rehabilitation Projects - Policy Waiver

Approval to waive the purchasing policy and award two SHIP Rehabilitation Projects in the total amount of \$43,100.00 to the second lowest bidder, Libert Homes, Inc. due to ongoing concerns regarding the lowest contractor. Quotes were received for both projects. Funding Source: 116-0110-549800 (SHIP Program Fund / SHIP Program Activities / Program Services) (H. Coyle)

3. RFQ #16/17-10, Sponsor/Developer for Homeless Stabilization Under the Clay County SHIP Program

Approval to award RFQ #16/17-10, Sponsor/Developer for Homeless Stabilization Under the Clay County SHIP Program to the sole bidder, Mercy Support Services for three years. Approval will be effective after 72 hour bid protest period has expired. Funding Source: 116-0110-549800 (SHIP Program Fund / SHIP Program Activities / Program Services) (H. Coyle)

4. Deed and Easement Instruments along the First Coast Expressway within Clay County

Approval of the following Deed and Perpetual Easement Instruments along the First Coast Expressway within Clay County, in favor of the State of Florida Department of Transportation (FDOT). Funding Source: Not Applicable (D. Smith)

- Deed Parcel 154.1\_Easement 826.1
- Deed Parcel 156.1\_Easement 828.1

- Deed Parcel 159.1\_Easement 829.1
  - Deed Parcel 160.1\_Easement 830.1
  - Deed Parcel 170.1\_Easement 831.1
5. NEOGOV Onboarding Module Add-On  
Approval of Agreement #14/15-97 AD1 with NEOGOV, along with sole source and advance payment authorization, for onboarding services to support the process of onboarding employees, for a period of one year, at the cost of \$11,000.00. Funding Sources: 001-0107-552700 and 549300 (General Fund / MIS / Computer Software and Training) (T. Nagle)
  6. Tourist Development Council Recommendations - Event Grant Process & Procedures  
Approval of Tourist Development Council Recommendations for Event Grant Process & Procedures. (K. Morgan)
  7. Second Renewal of Agreement for Management, Operation and Maintenance of the Camp Chowenwaw Swimming Pool  
Approval of the Second Renewal of Agreement #14/15-117 with the YMCA of Florida's First Coast, Inc., for the management, operation and maintenance of the Camp Chowenwaw Swimming Pool, for a period of one year and \$40,000.00 budgeted. Fees collected by the YMCA are subtracted from the monthly invoicing. Funding Source: 001-3201-534600 CHOW (General Fund / Parks & Rec / Temporary Labor, Billing, Collection, Management)

### **COUNTY MANAGER/CLERK OF THE BOARD**

8. County Project Update  
Update on County projects.

***In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator by mail at Post Office Box 1366, Green Cove Springs, FL 32043, or by telephone at number (904) 269-6347 no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).***



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, April 4 3:00 PM

TO: Finance & Audit Committee

DATE: 3/6/2017

FROM: Elise Gann

SUBJECT:

Approval for the Clay County Sheriff's Office (CCSO) to apply for the following grants:

(A) **Bullet Proof Vest Partnership** Funds from this grant assist in offsetting the costs of purchasing bullet proof vests issued to the agency's law enforcement members. The award amount for 2016 was \$110.47.

(B) **Community Oriented Policing Services (COPS) Hiring Program Grant** The funding from this grant is to be determined. Solicitations open in the spring for this program. Grant funds are used to provide a percentage of entry-level salaries and fringe benefits of fulltime officers to advance community policing in small and large jurisdictions. The Clay County Sheriffs Office plans to add at least 15 positions with the funding.

(C) **Department of Justice (DOJ), Edward Byrne Memorial Justice Assistance Grant (JAG) (Local Solicitation)** The funding from this grant is yet to be determined and is intended for the purpose of funding a range of program areas including law enforcement and technology improvement programs. The award amount for FY 2016-17 was in the amount of \$43,433.00.

(D) **Florida Department of Law Enforcement (FDLE), Justice Assistance Grant (JAG) (State Solicitation)** The funding amount from this grant is yet to be determined and supports the Clay County multijurisdictional Drug Task Force. Grant funds are used to pay for investigative overtime costs associated with task force operations and related search warrants activities. The Drug Task Force is comprised of law enforcement officer from the Clay County Sheriffs Office, Green Cove Springs Police Department and the Orange Park Police Department. The award amount for 2017 was in the amount of \$58,899.00.

(E) **Firehouse Subs Grant** The requested funding is to be determined. The agency will use the funds to purchase safety equipment such as automated external defibrillators (AEDs). AEDs are used to assist in life saving medical treatment on calls where law enforcement arrives on scene before emergency medical services have arrived. This is a continuation of the Sheriff's project to have all patrol vehicles equipped with safety equipment. In 2016 Firehouse Subs purchased 18 AEDs for the agency in lieu of funding.

(F) **State Criminal Alien Assistance Program (SCAAP) Grant**. The award of this grant is based on available funds. SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens who have at least one felony or two misdemeanor convictions. Grant funds are used for correctional purposes including overtime costs. The award amount for 2016 was \$12,026.00.



**(G) 2017-2018 Florida Department of Legal Affairs, Office of the Attorney General (OAG), Victims of Crime Act (VOCA) Grant** The funding from this grant is yet to be determined and supports the position of the Clay County Sheriff's Office Victim's Advocate. Grants funds are used for personnel expenses for the Victim's Advocate Unit. The Victim's Advocate Unit provides services to victims of crime to ensure they receive the support, information and education of the services available to them. There is a match requirement for this grant which is met through volunteer hours. The award amount for FY 2016-17 was \$46,776.24. (E. Gann)

AGENDA ITEM TYPE:

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**BACKGROUND INFORMATION:**

The Sheriff's Office applies for and uses the funds from the above grants to help preserve tax dollars. Periodically grant solicitations from foundations occur throughout the year that are applicable to the agency. In addition, organizations such as Clay Action Coalition or the Florida Sheriff's Association will occasionally donate one-time gifts to the agency for specific programs such as the Teen Driver Challenge. The agency may seek out new grants as opportunities arise to help further the goals of the Sheriff Office.

Is Funding Required (Yes/No):

**No**

If Yes, Was the item budgeted

(Yes/No/N/A):

**No**

Not applicable at this time.

Sole Source (Yes/No):

**No**

Advanced Payment

(Yes/No):

**No**

**ATTACHMENTS:**

Description

- CCSO 2017 Grant Applications

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Budget Office	Russ, Stephanie	Approved	3/14/2017 - 10:46 AM	
County Manager	Kopelousos, Stephanie	Approved	3/22/2017 - 6:59 PM	



## CLAY COUNTY SHERIFF'S OFFICE

*Sheriff Darryl Daniels*

POST OFFICE BOX 548  
GREEN COVE SPRINGS, FLORIDA 32043-0548  
(904) 284-7575 (904) 264-6512 (352) 473-7211  
FAX (904) 284-0710

March 14, 2017

Honorable Buck Burney  
Chairman of Finance & Audit Committee  
Clay County Board of County Commissioners  
477 Houston Street  
Green Cove Springs, FL 32043

RE: 2017 Grants for the Finance and Audit Committee Agenda

The Sheriff's Office is providing notification of its intent to apply for the following grants:

**Bullet Proof Vest Partnership.** Funds from this grant assist in offsetting the costs of purchasing bullet proof vests issued to the agency's law enforcement members. The award amount for 2016 was \$110,47.

**COPS (Community Oriented Policing Services) Hiring Program Grant**

The funding from this grant is to be determined. Solicitations open in the spring for this program. Grant funds are used to provide a percentage of entry-level salaries and fringe benefits of full-time officers to advance community policing in small and large jurisdictions. The Clay County Sheriff's Office plans to add at least 15 positions with the funding.

**Edward Byrne Memorial (JAG) Grant – Local Solicitation from the Department of Justice.**

The funding from this grant is yet to be determined and is intended for the purpose of funding a range of program areas including law enforcement and technology improvement programs. The award amount for FY 2016-17 was in the amount of \$43,433.

**Edward Byrne Memorial (JAG) Grant – State Solicitation from the Florida Department of Law Enforcement (FDLE).**

The funding amount from this grant is yet to be determined and supports the Clay County multijurisdictional Drug Task Force. Grant funds are used to pay for investigative overtime costs associated with task force operations and related search warrants activities. The Drug Task Force is comprised of law enforcement officer from the Clay County Sheriff's Office, Green Cove Springs Police Department and the Orange Park Police Department. The award amount for 2017 was in the amount of \$58,899.

Our Community, Our County...  
*We're All In This Together.*

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**Victims of Crime Act (VOCA) Grant 2017-2018, Office of the Attorney General (OAG)**

The funding from this grant is yet to be determined and supports the position of the Clay County Sheriff's Office Victim's Advocate. Grants funds are used for personnel expenses for the Victim's Advocate Unit. The Victim's Advocate Unit provides services to victims of crime to ensure they receive the support, information and education of the services available to them. There is a match requirement for this grant which is met through volunteer hours. The award amount for FY 2016-17 was \$46,776.24.

The Sheriff's Office applies for and uses the funds from the above grants to help preserve tax dollars. Periodically grant solicitations from foundations occur throughout the year that are applicable to the agency. In addition, organizations such as Clay Action Coalition or the Florida Sheriff's Association will occasionally donate one-time gifts to the agency for specific programs such as the Teen Driver Challenge. The agency may seek out new grants as opportunities arise to help further the goals of the Sheriff Office.

Sincerely,



Elise Gann  
Chief Financial Officer

cc: Sheriff D.R. Daniels  
Undersheriff Ray Walden  
Angela Goodermote, Budget Analyst, BOCC  
Stephanie Russ, Budget Director, BOCC





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, April 4 3:00 PM

TO: Finance and Audit Committee

DATE: 3/15/2017

FROM: Karen Thomas,  
Administrative & Contractual  
Services

**SUBJECT:**

Approval to waive the purchasing policy and award two SHIP Rehabilitatin Projects in the total amount of \$43,100.00 to the second lowest bidder, Libert Homes, Inc. due to ongoing concerns regarding the lowest contractor. Quotes were received for both projects. Funding Source: 116-0110-549800 (SHIP Program Fund / SHIP Program Activities / Program Services) (H. Coyle)

**AGENDA ITEM TYPE:**

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**BACKGROUND INFORMATION:**

**SHIP Rehabilitation Projects:**

1. 1844 Mackenzie Court, Middleburg, Florida 32068 in the amount of \$22,950.00 (low bid was \$21,208.00; a difference of \$1,742.00)
2. 3318 Westfield Dr., Green Cove Springs, Florida 32043 in the amount of \$20,150.00 (low bid was \$20,056.00; a difference of \$94.00)

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 - \$22,950.00

Account # 116-0110-549800 Amount - \$20,150.00

<u>Sole Source (Yes\No):</u>	<u>Advanced Payment</u>
<b>No</b>	<u>(Yes\No):</u>
	<b>No</b>

ATTACHMENTS:

Description

- ▣ Mackenzie Ct
- ▣ Westfield Dr
- ▣ Memo - Waive policy

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	3/15/2017 - 2:08 PM	
County Manager	Kopelousos, Stephanie	Approved	3/16/2017 - 8:01 AM	



## CLAY COUNTY FLORIDA

### State Housing Initiative Partnership Program

PO Box 1366  
477 Houston Street  
Green Cove Springs, FL  
32043

Area code: 904  
Phone: 529-4700  
278-4700  
Fax: 278-4786

**County Manager**  
Stephanie C. Kopelousos

**Commissioners:**  
Mike Cella  
District 1

Wayne Bolla  
District 2

Diane Hutchings  
District 3

Buck Burney  
District 4

Gayward Hendry  
District 5

**Switchboard:**  
GCS (904) 284-6300  
KH (352) 473-3711  
KL (904) 533-2111  
OP/MBG (904) 269-6300

[www.claycountygov.com](http://www.claycountygov.com)

## MEMORANDUM

TO: Holly Coyle, Director of Economic and Development Services

FROM: Theresa Sumner, SHIP Program Administrator

DATE: February 28, 2017

SUBJECT: Waiver to Award Bid

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Twenty-one contractors were invited to attend a SHIP walkthrough on January 26, 2017. Four contractors attended the walkthrough. Two presented valid bids on the bid due date of February 13, 2017.

After careful thought and consideration, I am requesting a waiver from awarding the bid to the lowest bidder which would allow the SHIP award to Libert Homes, Inc., who is the second lowest bidder. Libert Homes, Inc. is the most responsible and reliable bidder. The factual support for this waiver request is as follows:

The SHIP Program received numerous complaints relating to other SHIP projects worked on by Bernard Development, Inc. These complaints were verified through on-site inspection(s) and relate primarily to unsatisfactory workmanship, incomplete work and lack of professionalism or care as required by the SHIP Program. Ongoing efforts are being made to try and resolve the homeowner(s) and inspector's concerns without success.

Due to the severity and volume of complaints, of which there has not been an acceptable resolution, the recommendation is to award the work to another responsible bidder at this time. The above representations and recommendations are made in an effort to ensure the best interest of the residents of Clay County, their home and the integrity of the SHIP program.

# CLAY COUNTY, FLORIDA

## VERBAL/WRITTEN QUOTE COMPARISON SHEET

Homeowner Name/Address	Informal Bid Process			Emergency Rehab	
Don & Kathy Eckert	Yes			No	
1844 Mackenzie Court					
Middleburg, FL 32068					

VENDOR INFORMATION	
Bernard Development, Inc.	Vendor #904652
1708 Muirfield Drive	
Green Cove Springs, FL 32043	Quote Amount:
Phone # (904) 529-5104	\$21,208.00
Fax # (866) 762-7597	
Contact name: Bob Bernard	

QUOTE INFORMATION
Date quote received: 2/24/17
Date quote expires: 3/24/17

DEPT./DIV. INFORMATION
Dept/Div seeking quotes: Comm Svcs/SHIP
Contact name: Theresa Sumner

VENDOR INFORMATION	
Fleming Island Home Services, Inc.	Vendor #905841
2285 Eagle Harbor Parykwy	
Fleming Island, FL 32003	Quote Amount:
Phone # (904) 616-5814	No Bid
Fax #	
Contact name: Sophia Ferranti	

QUOTE INFORMATION
Date quote received:
Date quote expires:

DEPT./DIV. INFORMATION
Dept/Div seeking quotes: Comm Svcs/SHIP
Contact name: Theresa Sumner

VENDOR INFORMATION	
Chad Willhite, Inc.	Vendor #905706
6276 Baker Road	
Keystone Heights, FL 32656	Quote Amount:
Phone # (352) 473-0095	\$25,600.00
Fax # (352) 473-0094	
Contact name: Chad Willhite	

QUOTE INFORMATION
Date quote received: 2/24/17
Date quote expires: 3/24/17

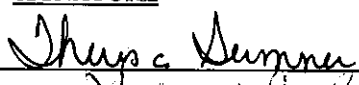
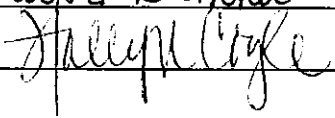
DEPT./DIV. INFORMATION
Dept/Div seeking quotes: Comm Svcs/SHIP
Contact name: Theresa Sumner

VENDOR INFORMATION	
Libert Homes, Inc.	Vendor #09901298
4655 Antelope Street	
Middleburg, FL 32068	Quote Amount:
Phone # (904) 838-1262	\$22,950.00
Fax # (904) 282-7406	
Contact name: Rich Libert	

QUOTE INFORMATION
Date quote received: 2/24/17
Date quote expires: 3/24/17

DEPT./DIV. INFORMATION
Dept/Div seeking quotes: Comm Svcs/SHIP
Contact name: Theresa Sumner

Staff assigned to tabulate bids and make recommendations:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Theresa Sumner	SHIP Program Administrator	
Holly Coyle	Director, Economic and Development Services	
RECOMMENDATION:	Please see Memo to Holly Coyle	



# SPECS BY LOCATION/TRADE

2/10/2017

Pre-Bid Site Visit: \_\_\_\_\_  
 Bidding Open Date: \_\_\_\_\_  
 Bidding Close Date: \_\_\_\_\_  
 Initial: \_\_\_\_\_

Case Number: **5884**  
 Project Manager: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Address: **1844 Mackenzie - Eckert**

Unit: **5884**

Location:	1 - General Requirements		Approx. Wall SF: 0		Ceiling/Floor SF: 0	
Spec #	Spec	Quantity	Units	Unit Price	Total Price	

Trade: **1 General Requirements**

## 14 CONTRACTOR ACCEPTS SCOPE OF WORK

1.00 DU

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.

X \_\_\_\_\_  
 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

## 35 VERIFY QUANTITIES/MEASUREMENTS

1.00 GR

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

## 77 NEW MATERIALS REQUIRED

1.00 GR

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

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.

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

## 80 CODES AND ORDINANCES COMPLIANCE

1.00 GR

In the execution of the itemized scope of work, the contractor shall facilitate inspection and comply with all governing codes and ordinances of the local municipality, for that job site, and the State of Florida, pertaining to building construction, zoning, environmental protection, energy efficiency, and worker safety.

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

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.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

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: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 4 Site Work

**461 TRIM TREE LIMBS--ROOF**

1.00 EA

850

Cut tree limbs, to give approximately 5 feet clearance from structures' roof, fascia, and soffit. Remove debris from roof. Remove all debris, and rake clean.

Define costs per tree.

Front yard and over driveway

Trade: 10 Carpentry

**2585 SIDING--CLAPBOARD REPLACE**

220.00 SF

1750

Remove damaged siding to the joint over nearest stud. Apply matching pine siding to walls with galvanized nails. Break all seams over studs. Prime ready for top coat.

FRONT OF HOUSE// SIDING ABOVE GARAGE ROOF AT GABLE END

**2600 SIDING--T1-11**

476.00 SF

2500

Install rough sawn fir, 3/8" thick, factory stained, T1-11 siding 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.

CUT SIDING ON SIDES AND REAR OF HOUSE AT 4'. INSTALL Z FLASHING AND INSTALL NEW SIDING

PAINT BACK AND BOTTOM EDGE PRIOR TO INSTALL TO AVOID FUTURE ROT

SEAL BETWEEN BOTTOM SOLE PLATE AND SIDING

PAINT SIDING TO MATCH AS CLOSE AS POSSIBLE. REPLACE CORNER BOARDS AS LISTED ABOVE.

**2610 SIDING--HARDBOARD**

200.00 SF

750

Remove siding and flashing. Nail 1/2"x10" primed hardboard siding with galvanized or aluminum siding nails penetrating at least 1" into stud. Stagger joints in adjacent pieces and center all butt joints over studs. Install flashing over doors and windows. Include 1"x4" pine molding at all openings and corners.

BAY WINDOWS// CORNERS ARE COVERED ON SPEC#4030.

Install house wrap.

Prime and paint

**4030 1"X4" EXT. CORNER TRIM--WOOD**

190.00 LF

425

Install 1"x 4" pine corner board with aluminum or galvanized nails.

INCLUDES WINDOWS. INSTALL HEAD FLASHING AT TOPS OF DOORS AND WINDOWS

APPROXIMATELY 11 OPENINGS

**4490 WALL SHEATHING 1/2"**

220.00 SF

550

FRONT OF HOUSE// SIDING ABOVE GARAGE ROOF AT GABLE END

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Install 1/2" CDX plywood or OSB sheathing nailed per local code and manufactures specifications.

Trade: 15 Roofing

4580 TEAR OFF AND REROOF--SHINGLES

14.00 SQ

5600

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.

REMOVE ALL SKYLIGHTS ON ROOF// DECK OVER ROOF OPENING

Trade: 19 Paint &amp; Wallpaper

5656 PREP &amp; PAINT EXTERIOR

1,680.00 SF

3400

Cover ground with drop cloth. Scrape all loose, cracked, peeling and blistered paint from siding. Feather edges and dull gloss with sandpaper. Dispose of chips properly. Rinse all surfaces with a hose. Caulk and fill holes. Spot prime and top coat siding with owner's choice of premixed acrylic latex.

In case of homeowners association, paint same color as existing.

Trade: 24 Extermination

8305 EXTERMINATE TERMITES

1.00 DU

750

Exterminate for termites, injecting strongest legal insecticide down to footer ever 16". Drill and patch pavement where necessary to maintain interval. Exterminator must be licensed and provide a 5 year guarantee.

Location Total: 16,575

Location: 3 - Bathroom // Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

3940 TUB/SHOWER GRAB BAR SET

1.00 EA

525

Install 3 grab bars within the bathroom. Two horizontal grab bars shall be provided on the back wall, one installed in a horizontal position, 33 inches minimum and 36 inches maximum above the floor of the tub measured to the top of the gripping surface and the other 9 inches above the rim of the bathtub. Each grab bar shall be 24 inches minimum in length, located 24 inches maximum from the head end wall and extend to 12 inches maximum from the control end wall. Two grab bars shall be installed on the control end wall. A horizontal grab bar 24 inches minimum in length shall be provided on the control end wall beginning near the front edge of the bathtub and extend toward the inside corner of the bathtub. A vertical grab bar 18 inches minimum in length shall be provided on the control end wall 3 inches minimum to 6 inches maximum above the horizontal grab bar, and 4 inches maximum inward from the front edge of the bathtub. One horizontal grab bar 12 inches minimum in length shall be provided on the head end wall at the front edge of the bathtub. All bars shall be 1.25" diameter, type 304, 18 gauge (.049), brushed satin stainless steel, with round snap on covers and welded 3" flanges and a 1.5" space between the bar and wall. Bars must be fastened securely to the wall framing.

INSTALL 3 GRAB BARS IN BATHROOM LOCATED AT CLIENTS CONVENIENCE

Location Total: 525

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 4 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 9 Environmental Rehab

## 9163 STABILIZE CEILING

55.00 SF 1200

After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wall paper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.

Add new texture//popcorn

Multiple locations/ Hall-Livingroom

Trade: 10 Carpentry

## 3080 THRESHOLD--METAL

1.00 EA 400

Install metal threshold with an interlocking vinyl insert. Trim door as necessary to create a snug fit.

Location--Garage to house door

Trade: 21 HVAC

## 6075 HEATER, SERVICE/RPR

1.00 EA 500

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

Includes coils on condenser and A frame. Vacuum any dust from unit.

## 6415 DRYER VENT

1.00 EA 450

Install 4" round rigid galvanized ductwork from the specified dryer location to a wall mounted Vent Closure outlet. Do not fasten with nails, screws or other fasteners that protrude into the interior of the exhaust duct. Use pop rivets to connect sections of duct. Seal all joints and seams with duct mastic, not duct tape. Secure duct and hood to framing.

Trade: 23 Electric

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

4.00 EA 350

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

Trade: 27 Fire Protection

## 8721 CARBON MONOXIDE DETECTOR

1.00 EA 150

Install a hard wired or plug-in carbon monoxide detector in same room as fuel burning appliance.

location--near door to garage

Location Total: 3050

Location: 5 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

## 7835 RANGE HOOD EXTERIOR VENTED

1.00 EA 450

Install an exterior ducted enameled range hood with integral controls and light capable of 100 cfm at 70 sones. Attach hood to cabinet with screws. Include metal vent and roof or wall cap/damper assembly, using #14 copper Romex. Owner's choice of color.

Location Total: 450

Location: 6 - Bathroom Master

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 6 - Bathroom Master

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 18 Ceramic Tile

**5410 CERAMIC TILE--REPAIR**

55.00 SF

1600

Remove damaged tiles. Cut and thin set ceramic tile of matching color and size. RegROUT entire surface and apply mildew resistant white silicone caulk to all seams, fixture lips and pipe penetrations.

remove loose tile, repair backer board using dura-rock or similar waterproof board, install new tile match as close as possible. Grout and caulk.

Location Total: 1600

Location: 7 - Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

**5210 DRYWALL--PATCH--LARGE**

25.00 SF

750

Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.

SKYLIGHT OPENING. COVER WITH DRYWALL/INSULATE ABOVE. BLEND WITH EXISTING CEILING AND TEXTURE.

Location Total: 750

Unit Total for 1844 Mackenzie - Eckert , Unit 5884:

Address Grand Total for 1844 Mackenzie - Eckert : 22,950

Bidder: LIBERT HOMES, INC

# SPECS BY LOCATION/TRADE

11063

2/10/2017

Pre-Bid Site Visit: 2/9/2017  
 Bidding Open Date: 2/10/2017  
 Bidding Close Date: 2/24/2017  
 Initial: RCB

Case Number: 5884  
 Project Manager: Bernard Development, Inc.  
 Phone: (904) 529-5104

Address: 1844 Mackenzie - Eckert Unit: 5884

Location: 1 - General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

14	CONTRACTOR ACCEPTS SCOPE OF WORK	1.00	DU		N/A
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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 2/9/17 & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

x Robert Bernard 2.24.17  
 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

35	VERIFY QUANTITIES/MEASUREMENTS	1.00	GR		N/A
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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

77	NEW MATERIALS REQUIRED	1.00	GR		N/A
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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		N/A
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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.

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

80	CODES AND ORDINANCES COMPLIANCE	1.00	GR		900
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In the execution of the itemized scope of work, the contractor shall facilitate inspection and comply with all governing codes and ordinances of the local municipality, for that job site, and the State of Florida, pertaining to building construction, zoning, environmental protection, energy efficiency, and worker safety.

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		N/A
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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.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

THIS IS A GENERAL NOTIFICATION OF INFORMATION OR WORK TO BE DONE WITH THIS PROJECT

**90 1 YEAR GENERAL WARRANTY**

1.00 DU

N/A

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: 900 ✓

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 4	Site Work				

**461 TRIM TREE LIMBS--ROOF**

1.00 EA

1,080

Cut tree limbs, to give approximately 5 feet clearance from structures' roof, fascia, and soffit. Remove debris from roof. Remove all debris, and rake clean.

Define costs per tree.

Front yard and over driveway

Trade: 10 Carpentry

**2585 SIDING--CLAPBOARD REPLACE**

220.00 SF

1,680

Remove damaged siding to the joint over nearest stud. Apply matching pine siding to walls with galvanized nails. Break all seams over studs. Prime ready for top coat.

FRONT OF HOUSE// SIDING ABOVE GARAGE ROOF AT GABLE END

**2600 SIDING--T1-11**

476.00 SF

2,400

Install rough sawn fir, 3/8" thick, factory stained, T1-11 siding 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.

CUT SIDING ON SIDES AND REAR OF HOUSE AT 4'. INSTALL Z FLASHING AND INSTALL NEW SIDING

PAINT BACK AND BOTTOM EDGE PRIOR TO INSTALL TO AVOID FUTURE ROT

SEAL BETWEEN BOTTOM SOLE PLATE AND SIDING

PAINT SIDING TO MATCH AS CLOSE AS POSSIBLE. REPLACE CORNER BOARDS AS LISTED ABOVE.

**2610 SIDING--HARDBOARD**

200.00 SF

1,560

Remove siding and flashing. Nail 1/2"x10" primed hardboard siding with galvanized or aluminum siding nails penetrating at least 1" into stud. Stagger joints in adjacent pieces and center all butt joints over studs. Install flashing over doors and windows. Include 1"x4" pine molding at all openings and corners.

BAY WINDOWS// CORNERS ARE COVERED ON SPEC#4030.

Install house wrap.

Prime and paint

**4030 1"x4" EXT. CORNER TRIM--WOOD**

190.00 LF

720

Install 1"x 4" pine corner board with aluminum or galvanized nails.

INCLUDES WINDOWS. INSTALL HEAD FLASHING AT TOPS OF DOORS AND WINDOWS

APPROXIMATELY 11 OPENINGS

**4490 WALL SHEATHING 1/2"**

220.00 SF

1,080

FRONT OF HOUSE// SIDING ABOVE GARAGE ROOF AT GABLE END



Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Install 1/2" CDX plywood or OSB sheathing nailed per local code and manufactures specifications.

Trade: 15 Roofing

**4580 TEAR OFF AND REROOF--SHINGLES**

14.00 SQ

4,800

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.

REMOVE ALL SKYLIGHTS ON ROOF// DECK OVER ROOF OPENING

Trade: 19 Paint &amp; Wallpaper

**5656 PREP & PAINT EXTERIOR**

1,680.00 SF

2,183

Cover ground with drop cloth. Scrape all loose, cracked, peeling and blistered paint from siding. Feather edges and dull gloss with sandpaper. Dispose of chips properly. Rinse all surfaces with a hose. Caulk and fill holes. Spot prime and top coat siding with owner's choice of premixed acrylic latex.

In case of homeowners association, paint same color as existing.

Trade: 24 Extermination

**8305 EXTERMINATE TERMITES**

1.00 DU

720

Exterminate for termites, injecting strongest legal insecticide down to footer ever 16". Drill and patch pavement where necessary to maintain interval. Exterminator must be licensed and provide a 5 year guarantee.

Location Total: 16,223

Location: 3 - Bathroom // Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

**3940 TUB/SHOWER GRAB BAR SET**

1.00 EA

420

Install 3 grab bars within the bathroom. Two horizontal grab bars shall be provided on the back wall, one installed in a horizontal position, 33 inches minimum and 36 inches maximum above the floor of the tub measured to the top of the gripping surface and the other 9 inches above the rim of the bathtub. Each grab bar shall be 24 inches minimum in length, located 24 inches maximum from the head end wall and extend to 12 inches maximum from the control end wall. Two grab bars shall be installed on the control end wall. A horizontal grab bar 24 inches minimum in length shall be provided on the control end wall beginning near the front edge of the bathtub and extend toward the inside corner of the bathtub. A vertical grab bar 18 inches minimum in length shall be provided on the control end wall 3 inches minimum to 6 inches maximum above the horizontal grab bar, and 4 inches maximum inward from the front edge of the bathtub. One horizontal grab bar 12 inches minimum in length shall be provided on the head end wall at the front edge of the bathtub. All bars shall be 1.25" diameter, type 304, 18 gauge (.049), brushed satin stainless steel, with round snap on covers and welded 3" flanges and a 1.5" space between the bar and wall. Bars must be fastened securely to the wall framing.

INSTALL 3 GRAB BARS IN BATHROOM LOCATED AT CLIENTS CONVENIENCE

Location Total: 420

Address: 1844 Mackenzie Eckert

Unit: 5884

Location: 4 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 9	Environmental Rehab				

## 9163 STABILIZE CEILING

55.00 SF 480

After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wall paper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.

Add new texture//popcorn

Multiple locations/ Hall-Livingroom

## Trade: 10 Carpentry

## 3080 THRESHOLD--METAL

1.00 EA 180

Install metal threshold with an interlocking vinyl insert. Trim door as necessary to create a snug fit.

Location--Garage to house door

## Trade: 21 HVAC

## 6075 HEATER, SERVICE/RPR

1.00 EA 450

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

Includes coils on condenser and A frame. Vacuum any dust from unit.

## 6415 DRYER VENT

1.00 EA 240

Install 4" round rigid galvanized ductwork from the specified dryer location to a wall mounted Vent Closure outlet. Do not fasten with nails, screws or other fasteners that protrude into the interior of the exhaust duct. Use pop rivets to connect sections of duct. Seal all joints and seams with duct mastic, not duct tape. Secure duct and hood to framing.

## Trade: 23 Electric

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

4.00 EA 720

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

## Trade: 27 Fire Protection

## 8721 CARBON MONOXIDE DETECTOR

1.00 EA 210

Install a hard wired or plug-in carbon monoxide detector in same room as fuel burning appliance.

location--near door to garge

Location Total: 2,280 ✓

Location: 5 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

## 7835 RANGE HOOD EXTERIOR VENTED

1.00 EA 725

Install an exterior ducted enameled range hood with integral controls and light capable of 100 cfm at 70 sones. Attach hood to cabinet with screws. Include metal vent and roof or wall cap/damper assembly, using #14 copper Romex. Owner's choice of color.

Location Total: 725 ✓

Location: 6 - Bathroom Master

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 6 - Bathroom Master

Approx Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 18 Ceramic Tile

5410 CERAMIC TILE--REPAIR

55.00 SF 240

Remove damaged tiles. Cut and thin set ceramic tile of matching color and size. RegROUT entire surface and apply mildew resistant white silicone caulk to all seams, fixture lips and pipe penetrations.

remove loose tile, repair backer board using dura-rock or similar waterproof board, install new tile match as close as possible. Grout and caulk.

Location Total: 240 ✓

Location: 7 - Hall

Approx Wall SF: 0

Ceiling/Floor SF: 0

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

5210 DRYWALL--PATCH--LARGE

25.00 SF 420

Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.

SKYLIGHT OPENING. COVER WITH DRYWALL//INSULATE ABOVE. BLEND WITH EXISTING CEILING AND TEXTURE.

Location Total: 420 ✓

Unit Total for 1844 Mackenzie - Eckert , Unit 5884: 21,208

Address Grand Total for 1844 Mackenzie - Eckert : 21,208 ✓

Bidder: Bernard Development, Inc.

*ACB*

# SPECS BY LOCATION/TRADE

2/10/2017

Pre-Bid Site Visit: \_\_\_\_\_  
Bidding Open Date: \_\_\_\_\_  
Bidding Close Date: \_\_\_\_\_  
Initial: \_\_\_\_\_

Case Number: 5884  
Project Manager: \_\_\_\_\_  
Phone: \_\_\_\_\_

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

## 14 CONTRACTOR ACCEPTS SCOPE OF WORK

1.00 DU

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 2-9-17 & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

x CHAD WILLIAMS 2-23-17  
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

## 35 VERIFY QUANTITIES/MEASUREMENTS

1.00 GR

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

## 77 NEW MATERIALS REQUIRED

1.00 GR

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

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.

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

## 80 CODES AND ORDINANCES COMPLIANCE

1.00 GR

200<sup>00</sup>

In the execution of the itemized scope of work, the contractor shall facilitate inspection and comply with all governing codes and ordinances of the local municipality, for that job site, and the State of Florida, pertaining to building construction, zoning, environmental protection, energy efficiency, and worker safety.

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

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.

THERE ARE NO COSTS ASSOCIATED WITH THE SPECIFICATION. COSTS SHOULD BE INCLUDED IN BASE BID.

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

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:

200<sup>00</sup> ✓

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 4	Site Work				

**461 TRIM TREE LIMBS-ROOF**

1.00 EA

400<sup>00</sup>

Cut tree limbs, to give approximately 5 feet clearance from structures' roof, fascia, and soffit. Remove debris from roof. Remove all debris, and rake clean.

Define costs per tree.

Front yard and over driveway

Trade: 10 Carpentry

**2585 SIDING--CLAPBOARD REPLACE**

220.00 SF

1700<sup>00</sup>

Remove damaged siding to the joint over nearest stud. Apply matching pine siding to walls with galvanized nails. Break all seams over studs. Prime ready for top coat.

FRONT OF HOUSE// SIDING ABOVE GARAGE ROOF AT GABLE END

**2600 SIDING--T1-11**

476.00 SF

3420<sup>00</sup>

Install rough sawn fir, 3/8" thick, factory stained, T1-11 siding 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.

CUT SIDING ON SIDES AND REAR OF HOUSE AT 4'. INSTALL Z FLASHING AND INSTALL NEW SIDING  
PAINT BACK AND BOTTOM EDGE PRIOR TO INSTALL TO AVOID FUTURE ROT

SEAL BETWEEN BOTTOM SOLE PLATE AND SIDING

PAINT SIDING TO MATCH AS CLOSE AS POSSIBLE. REPLACE CORNER BOARDS AS LISTED ABOVE.

**2610 SIDING--HARDBOARD**

200.00 SF

1500<sup>00</sup>

Remove siding and flashing. Nail 1/2"x10" primed hardboard siding with galvanized or aluminum siding nails penetrating at least 1" into stud. Stagger joints in adjacent pieces and center all butt joints over studs. Install flashing over doors and windows. Include 1"x4" pine molding at all openings and corners.

BAY WINDOWS// CORNERS ARE COVERED ON SPEC#4030.

Install house wrap.

Prime and paint

**4030 1"x4" EXT. CORNER TRIM--WOOD**

190.00 LF

600<sup>00</sup>

Install 1"x 4" pine corner board with aluminum or galvanized nails.

INCLUDES WINDOWS. INSTALL HEAD FLASHING AT TOPS OF DOORS AND WINDOWS  
APPROXIMATELY 11 OPENINGS

**4490 WALL SHEATHING 1/2"**

220.00 SF

750<sup>00</sup>

FRONT OF HOUSE// SIDING ABOVE GARAGE ROOF AT GABLE END

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Install 1/2" CDX plywood or OSB sheathing nailed per local code and manufactures specifications.

Trade: 15 Roofing

4580 TEAR OFF AND REROOF-SHINGLES

14.00 SQ

7000<sup>00</sup>

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.

REMOVE ALL SKYLIGHTS ON ROOF// DECK OVER ROOF OPENING

Trade: 19 Paint &amp; Wallpaper

5656 PREP &amp; PAINT EXTERIOR

1,680.00 SF

5100<sup>00</sup>

Cover ground with drop cloth. Scrape all loose, cracked, peeling and blistered paint from siding. Feather edges and dull gloss with sandpaper. Dispose of chips properly. Rinse all surfaces with a hose. Caulk and fill holes. Spot prime and top coat siding with owner's choice of premixed acrylic latex.

In case of homeowners association, paint same color as existing.

Trade: 24 Extermination

8305 EXTERMINATE TERMITES

1.00 DU

750<sup>00</sup>

Exterminate for termites, injecting strongest legal insecticide down to footer ever 16". Drill and patch pavement where necessary to maintain interval. Exterminator must be licensed and provide a 5 year guarantee.

Location Total:

21,230 ✓

Location: 3 - Bathroom // Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

3940 TUB/SHOWER GRAB BAR SET

1.00 EA

Install 3 grab bars within the bathroom. Two horizontal grab bars shall be provided on the back wall, one installed in a horizontal position, 33 inches minimum and 36 inches maximum above the floor of the tub measured to the top of the gripping surface and the other 9 inches above the rim of the bathtub. Each grab bar shall be 24 inches minimum in length, located 24 inches maximum from the head end wall and extend to 12 inches maximum from the control end wall. Two grab bars shall be installed on the control end wall. A horizontal grab bar 24 inches minimum in length shall be provided on the control end wall beginning near the front edge of the bathtub and extend toward the inside corner of the bathtub. A vertical grab bar 18 inches minimum in length shall be provided on the control end wall 3 inches minimum to 6 inches maximum above the horizontal grab bar, and 4 inches maximum inward from the front edge of the bathtub. One horizontal grab bar 12 inches minimum in length shall be provided on the head end wall at the front edge of the bathtub. All bars shall be 1.25" diameter, type 304, 18 gauge (.049), brushed satin stainless steel, with round snap on covers and welded 3" flanges and a 1.5" space between the bar and wall. Bars must be fastened securely to the wall framing.

INSTALL 3 GRAB BARS IN BATHROOM LOCATED AT CLIENTS CONVENIENCE

Location Total:

340<sup>00</sup> ✓

Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 4 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 9 Environmental Rehab

## 9163 STABILIZE CEILING

55.00 SF

550<sup>00</sup>

After establishing any required floor containment with polyethylene sheeting, mist defective paint with water to the point of saturation. Aggressively scrape all loose paint, wall paper and plaster with a draw scraper. Feather edges with a wet, 100-grit, sponge sanding block. Detergent wash, rinse, allow to dry, and HEPA vacuum all visible chips. Spot prime, caulk seams and top coat with premium acrylic latex per manufacturer's instructions.

Add new texture//popcorn

Multiple locations/ Hall-Livingroom

Trade: 10 Carpentry

## 3080 THRESHOLD-METAL

1.00 EA

190<sup>00</sup>

Install metal threshold with an interlocking vinyl insert. Trim door as necessary to create a snug fit.

Location--Garage to house door

Trade: 21 HVAC

## 6075 HEATER, SERVICE/RPR

1.00 EA

300<sup>00</sup>

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

Includes coils on condenser and A frame. Vacuum any dust from unit.

## 6415 DRYER VENT

1.00 EA

100<sup>00</sup>

Install 4" round rigid galvanized ductwork from the specified dryer location to a wall mounted Vent Closure outlet. Do not fasten with nails, screws or other fasteners that protrude into the interior of the exhaust duct. Use pop rivets to connect sections of duct. Seal all joints and seams with duct mastic, not duct tape. Secure duct and hood to framing.

Trade: 23 Electric

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

4.00 EA

1100<sup>00</sup>

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

Trade: 27 Fire Protection

## 8721 CARBON MONOXIDE DETECTOR

1.00 EA

200<sup>00</sup>

Install a hard wired or plug-in carbon monoxide detector in same room as fuel burning appliance.

location--near door to garage

Location Total: 2390<sup>00</sup>

Location: 5 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

## 7835 RANGE HOOD EXTERIOR VENTED

1.00 EA

650<sup>00</sup>

Install an exterior ducted enameled range hood with integral controls and light capable of 100 cfm at 70 sones. Attach hood to cabinet with screws. Include metal vent and roof or wall cap/damper assembly, using #14 copper Romex. Owner's choice of color.

Location Total: 650<sup>00</sup>

Location: 6 - Bathroom Master

Approx. Wall SF: 0

Ceiling/Floor SF: 0



Address: 1844 Mackenzie - Eckert

Unit: 5884

Location: 6 - Bathroom Master

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 18 Ceramic Tile

5410 CERAMIC TILE--REPAIR

55.00 SF

450<sup>00</sup>

Remove damaged tiles. Cut and thin set ceramic tile of matching color and size. RegROUT entire surface and apply mildew resistant white silicone caulk to all seams, fixture lips and pipe penetrations.

remove loose tile, repair backer board using dura-rock or similar waterproof board, install new tile match as close as possible. Grout and caulk.

Location Total:

450<sup>00</sup>

Location: 7 - Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 17 Drywall &amp; Plaster

5210 DRYWALL--PATCH--LARGE

25.00 SF

350<sup>00</sup>

Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.

SKYLIGHT OPENING. COVER WITH DRYWALL/INSULATE ABOVE. BLEND WITH EXISTING CEILING AND TEXTURE.

Location Total:

350<sup>00</sup>

Unit Total for 1844 Mackenzie - Eckert , Unit 5884:

Address Grand Total for 1844 Mackenzie - Eckert :

25,600<sup>00</sup>

Bidder:

CHAD WILLHITE

## Holly MacLean

---

**From:** sophia.fihs@yahoo.com  
**Sent:** Friday, February 24, 2017 1:42 PM  
**To:** Holly MacLean  
**Cc:** 'tsumner@tsumner.com'  
**Subject:** Re: Error on specs

We will not be bidding on this work order.

Thanks,  
Sophia Ferranti  
904-616-5814

On Friday, February 10, 2017 3:09 PM, Holly MacLean <Holly.MacLean@claycountygov.com> wrote:

Please review the e-mail message below. This information will be helpful as you firm up your bid.

Please confirm receipt of this message.

Thank you

**From:** Thomas Stauffacher [mailto:thomas.creativeenterprise@gmail.com]  
**Sent:** Friday, February 10, 2017 2:39 PM  
**To:** Theresa Sumner; Holly MacLean; BDI - Bob  
**Subject:** Error on specs

Hey all,

Bob found an error on my specifications, I added skylights to the bid and did not add the removal of skylights from the bid. Can you please resend this with the correction to the contractors. Sorry for the mess up.

--  
Thomas Stauffacher  
Creative Contracting and Consultation  
[thomas.creativeenterprise@gmail.com](mailto:thomas.creativeenterprise@gmail.com)  
904.466.7601  
RR 282811866



## CLAY COUNTY FLORIDA

### State Housing Initiative Partnership Program

PO Box 1366  
477 Houston Street  
Green Cove Springs, FL  
32043

Area code: 904  
Phone: 529-4700  
278-4700  
Fax: 278-4786

**County Manager**  
Stephanie C. Kopelousos

**Commissioners:**  
Mike Cella  
District 1

Wayne Bolla  
District 2

Diane Hutchings  
District 3

Buck Burney  
District 4

Gayward Hendry  
District 5

**Switchboard:**  
GCS (904) 284-6300  
KH (352) 473-3711  
KL (904) 533-2111  
OP/MBG (904) 269-6300

[www.claycountygov.com](http://www.claycountygov.com)

## MEMORANDUM

TO: Holly Coyle, Director of Economic and Development Services

FROM: Theresa Sumner, SHIP Program Administrator

DATE: February 28, 2017

SUBJECT: Waiver to Award Bid

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Twenty-one contractors were invited to attend a SHIP walkthrough on January 26, 2017. Four contractors attended the walkthrough. Two presented valid bids on the bid due date of February 13, 2017.

After careful thought and consideration, I am requesting a waiver from awarding the bid to the lowest bidder which would allow the SHIP award to Libert Homes, Inc., who is the second lowest bidder. Libert Homes, Inc. is the most responsible and reliable bidder. The factual support for this waiver request is as follows:

The SHIP Program received numerous complaints relating to other SHIP projects worked on by Bernard Development, Inc. These complaints were verified through on-site inspection(s) and relate primarily to unsatisfactory workmanship, incomplete work and lack of professionalism or care as required by the SHIP Program. Ongoing efforts are being made to try and resolve the homeowner(s) and inspector's concerns without success.

Due to the severity and volume of complaints, of which there has not been an acceptable resolution, the recommendation is to award the work to another responsible bidder at this time. The above representations and recommendations are made in an effort to ensure the best interest of the residents of Clay County, their home and the integrity of the SHIP program.

# CLAY COUNTY, FLORIDA

## VERBAL/Written QUOTE COMPARISON SHEET

Homeowner Name/Address	Informal Bid Process			Emergency Rehab	
Joyce Westbrook	Yes			No	
3318 Westfield Drive					
Green Cove Springs, FL 32043					

VENDOR INFORMATION	
Bernard Development, Inc.	Vendor #904652
1708 Muirfield Drive	
Green Cove Springs, FL 32043	Quote Amount:
Phone # (904) 529-5104	\$20,056.00
Fax # (866) 762-7597	
Contact name: Bob Bernard	

QUOTE INFORMATION
Date quote received: 2/13/17
Date quote expires: 3/13/17

DEPT./DIV. INFORMATION
Dept/Div seeking quotes: Comm Svcs/SHIP
Contact name: Theresa Sumner

VENDOR INFORMATION	
Fleming Island Home Services, Inc.	Vendor #905841
2285 Eagle Harbor Parykwy	
Fleming Island, FL 32003	Quote Amount:
Phone # (904) 616-5814	\$31,680.00
Fax #	
Contact name: Sophia Ferranti	

QUOTE INFORMATION
Date quote received: 2/13/17
Date quote expires: 3/13/17

DEPT./DIV. INFORMATION
Dept/Div seeking quotes: Comm Svcs/SHIP
Contact name: Theresa Sumner

VENDOR INFORMATION	
American Coastal Builders	Vendor #905706
2950 Halcyon Lane	
Jacksonville, FL 32223	Quote Amount:
Phone # (904) 800-9180	No Bid
Fax # (904) 527-8531	
Contact name: Ray Nagy	

QUOTE INFORMATION
Date quote received:
Date quote expires:

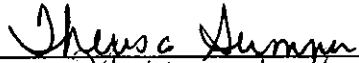

DEPT./DIV. INFORMATION
Dept/Div seeking quotes: Comm Svcs/SHIP
Contact name: Theresa Sumner

VENDOR INFORMATION	
Libert Homes, Inc.	Vendor #09901298
Post Office Box 829	
Middleburg, FL 32050	Quote Amount:
Phone # (904) 838-1262	\$20,150.00
Fax # (904) 282-7406	
Contact name: Rich Libert	

QUOTE INFORMATION
Date quote received: 2/13/17
Date quote expires: 3/13/17

DEPT./DIV. INFORMATION
Dept/Div seeking quotes: Comm Svcs/SHIP
Contact name: Theresa Sumner

Staff assigned to tabulate bids and make recommendations:

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Theresa Sumner	SHIP Program Administrator	
Holly Coyle	Director, Economic and Development Services	

RECOMMENDATION: Please see Memo to Holly Coyle

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# SPECS BY LOCATION/TRADE

1/30/2017

Pre-Bid Site Visit: \_\_\_\_\_  
 Bidding Open Date: \_\_\_\_\_  
 Bidding Close Date: \_\_\_\_\_  
 Initial: \_\_\_\_\_

Case Number: 5881  
 Project Manager: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Address: 3318 Westfield Unit: Westbrook 5881

Location: 1 - General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

**14 CONTRACTOR ACCEPTS SCOPE OF WORK** 1.00 DU

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.

X \_\_\_\_\_  
 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

**35 VERIFY QUANTITIES/MEASUREMENTS** 1.00 GR

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

**37 ELECTRICAL PERMIT REQUIRED** 1.00 EA

Prior to the start of work, the contractor shall create any documentation necessary to apply for, pay for and receive an electrical permit on behalf of the owner.

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

**39 HVAC PERMIT REQUIRED** 1.00 EA

Prior to the start of the heating/cooling work, the contractor shall create a heating distribution layout and perform heat/cooling loss calculations and all other documentation needed to apply for, pay for and receive an HVAC permit on behalf of the owner.

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

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

**77 NEW MATERIALS REQUIRED** 1.00 GR

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

**80 CODES AND ORDINANCES COMPLIANCE** 1.00 GR

In the execution of the itemized scope of work, the contractor shall facilitate inspection and comply with all governing codes and ordinances of the local municipality, for that job site, and the State of Florida, pertaining to building

Address: 3318 Westfield

Unit: Westbrook 5881

Location: 1 - General Requirements

Approx Wall SF: 0

Ceiling/Floor SF: 0

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

construction, zoning, environmental protection, energy efficiency, and worker safety.

**85 CLOSE-IN INSPECTIONS REQUIRED**

1.00 GR

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.

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: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 5	Demolition & Disposal				

**800 DUMPSTER--20 CUBIC YARDS**

2.00 EA

After procuring all required permits, place a 20 cubic yard, roll-off dumpster without damaging the site. Collect construction debris using dust control methods.

550

Trade: 10 Carpentry

**2825 GLASS REPLACE--SKYLIGHT**

2.00 SF

Dispose of broken or cracked skylight. Install fire rated, wire reinforced glass and a silicone or polyurethane bedding putty.

450

Repair roof around new skylight and rotted decking.

**2940 WINDOW--ALUMINUM FIXED SASH**

1.00 EA

Field measure, fabricate, and install a white, enameled aluminum, double glazed, thermal break, moveable sash including all necessary panning, caulk and trim.

495

Location: window adjacent to front door in entryway. Replace broken window.

**2950 WINDOW--ALUM SLIDER DBL GLZ**

1.00 EA

Remove and replace sliding glass door handle

200

Trade: 15 Roofing

**4580 TEAR OFF AND REROOF--SHINGLES**

28.00 SQ

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.

9500

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.

Address: 3318 Westfield Unit: Westbrook 5881

Location: 2 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	Roofing				

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

Determine reason for high decking at seams. Repair as needed.

4723 VENT-SOFFIT, CONTINUOUS

25.00 LF

275

Remove existing soffit on left side of home where existing has dropped. Re install "J" channel so it will not sag and reinstall soffit.

Location Total:

11,470 ✓

Location: 3 - Bathroom // Hall Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 16	Conservation				

4920 INSULATE CEILING, R-30 KRAFT FACED BATT

150.00 SF

200

After air sealing (Spec # 16-4903) install 12" thick R-30 unfaced fiberglass batts between the ceiling joists carefully fitting the fiberglass around obstructions such as wires, pipes ductwork and building components to insure a consistent and continuous R30 rating. Staple flanges to the interior faces of the studs. Notify Owner when the installation is ready for inspection. The inspection will include spot checks for quality, pulling some of the facing away from the studs. The contractor will reinstall areas accessed for inspection. Insulation must be inspected before the ceiling finish is installed.

INSULATE SKYLIGHT CHASE AFTER REPAIR

Trade: 17 Drywall & Plaster

5210 DRYWALL-PATCH-LARGE

150.00 SF

950

Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.

Includes area up to skylight.

Trade: 19 Paint & Wallpaper

5600 TEXTURE-SPRAY

150.00 SF

550

Remove all loose and chipped paint, tape all seams and major cracks with fiberglass mesh joint tape. Mask/cover all surfaces not to be textured to eliminate overspray. Spray with a latex paint based medium texture per the manufacturer's recommended procedure.

Location Total:

1700 ✓

Location: 4 - Whole House Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

100 FURNITURE REMOVAL/REPLACEMENT

5.00 RM

550

Move furniture allowance for flooring.

Trade: 20 Floor Coverings

5958 RESILIENT VINYL PLANK FLOORING--INSTALL

1,136.00 SF

5000

Secure existing underlayment if present. Fill seams, holes and other defects with a manufacturer approved filler to create a smooth surface. Install resilient vinyl plank flooring, such as TrafficMASTER Allure, in 6" width x 36" length, with a minimum 3.8mm thickness, and 4mil wear layer, per manufacturer's recommendations. Install metal transition strips in openings. Owner's choice of pattern and color.



Address: 3318 Westfield

Unit: Westbrook 5881

Location: 4 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 20	Floor Coverings				

Approximate Measurements:: Contractor must verify quantities

Front right bedroom - 12x14  
Front middle bedroom - 10x14  
Back right bedroom - 11x12  
Hall - 3x10  
Dining/Living - 18x16  
Master bed - 14x16  
Master closet - 6x9

**5965 CARPET AND PAD-REMOVE**

7.00 RM

550

Remove carpet, pad, metal edge strips and tack strips to a recycling center if available. If recycling is not possible remove to a code legal dump.

Trade: 23 Electric

**7560 RECEPTACLE REPLACE**

30.00 EA

600

Replace receptacle with ivory or white duplex receptacle and ivory or white cover plate.

**7583 REPLACE RECEPTACLE WITH GFCI DEVICE**

7.00 EA

280

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

In both bathrooms, garage, and kitchen

Location Total:

6980 ✓

Unit Total for 3318 Westfield , Unit Westbrook 5881:

Address Grand Total for 3318 Westfield :

20,150 ✓

Bllder:

LIBERT HOMES, INC

11017

1/30/2017

## SPECS BY LOCATION/TRADE

Pre-Bid Site Visit: 1/26/2017  
 Bidding Open Date: 1/31/2017  
 Bidding Close Date: 2/13/2017  
 Initial: RLB

Case Number: 5881  
 Project Manager: Bernard Development, Inc.  
 Phone: (904) 529-5104

Address: 3318 Westfield Unit: Westbrook 5881  
 Location: 1 - General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

**14 CONTRACTOR ACCEPTS SCOPE OF WORK**

1.00 DU N/A N/A

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 1/26/17 & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

x Michael Bernard 2-13-17  
 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

**35 VERIFY QUANTITIES/MEASUREMENTS**

1.00 GR N/A N/A

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

**37 ELECTRICAL PERMIT REQUIRED**

1.00 EA 323 323

Prior to the start of work, the contractor shall create any documentation necessary to apply for, pay for and receive an electrical permit on behalf of the owner.

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

**39 HVAC PERMIT REQUIRED**

1.00 EA N/A N/A

Prior to the start of the heating/cooling work, the contractor shall create a heating distribution layout and perform heat/cooling loss calculations and all other documentation needed to apply for, pay for and receive an HVAC permit on behalf of the owner.

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 N/A N/A

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

**77 NEW MATERIALS REQUIRED**

1.00 GR N/A N/A

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

**80 CODES AND ORDINANCES COMPLIANCE**

1.00 GR N/A N/A

In the execution of the itemized scope of work, the contractor shall facilitate inspection and comply with all governing codes and ordinances of the local municipality, for that job site, and the State of Florida, pertaining to building

Address: 3318 Westfield Unit: Westbrook 5881

Location: 1 - General Requirements Approx. Wall SF: 0 Ceiling/Floor SF: 0

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

construction, zoning, environmental protection, energy efficiency, and worker safety.

**85 CLOSE-IN INSPECTIONS REQUIRED**

1.00 GR N/A N/A

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.

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 N/A N/A

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: 323

Location: 2 - Exterior Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 5 Demolition & Disposal

**800 DUMPSTER--20 CUBIC YARDS**

2.00 EA 452 452

After procuring all required permits, place a 20 cubic yard, roll-off dumpster without damaging the site. Collect construction debris using dust control methods.

Trade: 10 Carpentry

**2825 GLASS REPLACE--SKYLIGHT**

2.00 SF 565 565

Dispose of broken or cracked skylight. Install fire rated, wire reinforced glass and a silicone or polyurethane bedding putty.

Repair roof around new skylight and rotted decking.

**2940 WINDOW--ALUMINUM FIXED SASH**

1.00 EA 221 221

Field measure, fabricate, and install a white, enameled aluminum, double glazed, thermal break, moveable sash including all necessary panning, caulk and trim.

Location: window adjacent to front door in entryway. Replace broken window.

**2950 WINDOW--ALUM SLIDER DBL GLZ**

1.00 EA 113 113

Remove and replace sliding glass door handle

Trade: 15 Roofing

**4580 TEAR OFF AND REROOF--SHINGLES**

28.00 SQ 8,193 8,193

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.

Address: 3318 Westfield

Unit: Westbrook 5881

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	Roofing				

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

Determine reason for high decking at seams. Repair as needed.

## 4723 VENT--SOFFIT, CONTINUOUS

25.00 LF 204 204

Remove existing soffit on left side of home where existing has dropped. Re install "J" channel so it will not sag and reinstall soffit.

Location Total: 9,748 ✓

Location: 3 - Bathroom // Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 16	Conservation				

## 4920 INSULATE CEILING, R-30 KRAFT FACED BATT

150.00 SF 226 226

After air sealing (Spec # 16-4903) install 12" thick R-30 unfaced fiberglass batts between the ceiling joists carefully fitting the fiberglass around obstructions such as wires, pipes ductwork and building components to insure a consistent and continuous R30 rating. Staple flanges to the interior faces of the studs. Notify Owner when the installation is ready for inspection. The inspection will include spot checks for quality, pulling some of the facing away from the studs. The contractor will reinstall areas accessed for inspection. Insulation must be inspected before the ceiling finish is installed.

INSULATE SKYLIGHT CHASE AFTER REPAIR

Trade: 17 Drywall &amp; Plaster

## 5210 DRYWALL--PATCH--LARGE

150.00 SF 961 961

Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.

Includes area up to skylight.

Trade: 19 Paint &amp; Wallpaper

## 5600 TEXTURE--SPRAY

150.00 SF 249 249

Remove all loose and chipped paint, tape all seams and major cracks with fiberglass mesh joint tape. Mask/cover all surfaces not to be textured to eliminate overspray. Spray with a latex paint based medium texture per the manufacturer's recommended procedure.

Location Total: 1,436 ✓

Location: 4 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

## 100 FURNITURE REMOVAL/REPLACEMENT

5.00 RM 565 565

Move furniture allowance for flooring.

Trade: 20 Floor Coverings

## 5956 RESILIENT VINYL PLANK FLOORING--INSTALL

1,136.00 SF 5,876 5,876

Secure existing underlayment if present. Fill seams, holes and other defects with a manufacturer approved filler to create a smooth surface. Install resilient vinyl plank flooring, such as TrafficMASTER Allure, in 6" width x 36" length, with a minimum 3.8mm thickness, and 4mil wear layer, per manufacturer's recommendations. Install metal transition strips in openings. Owner's choice of pattern and color.

Address: 3318 Westfield Unit: Westbrook 5881

Location: 4 - Whole House Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 20 Floor Coverings

Approximate Measurements:: Contractor must verify quantities

Front right bedroom - 12x14  
Front middle bedroom - 10x14  
Back right bedroom - 11x12  
Hall - 3x10  
Dining/Living - 18x16  
Master bed - 14x16  
Master closet - 6x9

**5965 CARPET AND PAD--REMOVE**

7.00 RM 565 565

Remove carpet, pad, metal edge strips and tack strips to a recycling center if available. If recycling is not possible remove to a code legal dump.

Trade: 23 Electric

**7560 RECEPTACLE REPLACE**

30.00 EA 1,187 1,187

Replace receptacle with ivory or white duplex receptacle and ivory or white cover plate.

**7583 REPLACE RECEPTACLE WITH GFCI DEVICE**

7.00 EA 356 356

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

In both bathrooms, garage, and kitchen

Location Total: 8,549 ✓

Unit Total for 3318 Westfield , Unit Westbrook 5881: 20,056

Address Grand Total for 3318 Westfield : 20,056 ✓

Bidder: Bernard Development, Inc.

*REB*

# SPECS BY LOCATION/TRADE

1/30/2017

Pre-Bid Site Visit: \_\_\_\_\_  
 Bidding Open Date: \_\_\_\_\_  
 Bidding Close Date: \_\_\_\_\_  
 Initial: \_\_\_\_\_

Case Number: 5881  
 Project Manager: \_\_\_\_\_  
 Phone: \_\_\_\_\_

Address: **3318 Westfield**

Unit: **Westbrook 5881**

Location: **1 - General Requirements**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

## 14 CONTRACTOR ACCEPTS SCOPE OF WORK

1.00 DU

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 1-26-17 & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.

x Norberto fernandez 2-13-17  
 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

## 35 VERIFY QUANTITIES/MEASUREMENTS

1.00 GR

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

## 37 ELECTRICAL PERMIT REQUIRED

1.00 EA

Prior to the start of work, the contractor shall create any documentation necessary to apply for, pay for and receive an electrical permit on behalf of the owner.

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

## 39 HVAC PERMIT REQUIRED

1.00 EA

Prior to the start of the heating/cooling work, the contractor shall create a heating distribution layout and perform heat/cooling loss calculations and all other documentation needed to apply for, pay for and receive an HVAC permit on behalf of the owner.

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

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

## 77 NEW MATERIALS REQUIRED

1.00 GR

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

## 80 CODES AND ORDINANCES COMPLIANCE

1.00 GR

In the execution of the itemized scope of work, the contractor shall facilitate inspection and comply with all governing codes and ordinances of the local municipality, for that job site, and the State of Florida, pertaining to building

872/13/17

Address: 3318 Westfield

Unit: Westbrook 5881

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

construction, zoning, environmental protection, energy efficiency, and worker safety.

## 85 CLOSE-IN INSPECTIONS REQUIRED

1.00 GR

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.

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: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 5 Demolition &amp; Disposal

## 800 DUMPSTER--20 CUBIC YARDS

2.00 EA

\$500

After procuring all required permits, place a 20 cubic yard, roll-off dumpster without damaging the site. Collect construction debris using dust control methods.

Trade: 10 Carpentry

## 2825 GLASS REPLACE--SKYLIGHT

2.00 SF

\$2800

Dispose of broken or cracked skylight. Install fire rated, wire reinforced glass and a silicone or polyurethane bedding putty.

Repair roof around new skylight and rotted decking.

## 2940 WINDOW--ALUMINUM FIXED SASH

1.00 EA

\$600

Field measure, fabricate, and install a white, enameled aluminum, double glazed, thermal break, moveable sash including all necessary panning, caulk and trim.

Location: window adjacent to front door in entryway. Replace broken window.

## 2950 WINDOW--ALUM SLIDER DBL GLZ

1.00 EA

\$100

Remove and replace sliding glass door handle

Trade: 15 Roofing

## 4580 TEAR OFF AND REROOF--SHINGLES

28.00 SQ

\$14600

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.

87 2/13/17

Address: 3318 Westfield

Unit: Westbrook 5881

Location: 2 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 15 Roofing

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

Determine reason for high decking at seams. Repair as needed.

4723 VENT--SOFFIT, CONTINUOUS

25.00 LF

\$400

Remove existing soffit on left side of home where existing has dropped. Re install "J" channel so it will not sag and reinstall soffit.

Location Total:

\$19,000-

Location: 3 - Bathroom // Hall

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 16 Conservation

4920 INSULATE CEILING, R-30 KRAFT FACED BATT

150.00 SF

\$2,000

After air sealing (Spec # 16-4903) install 12" thick R-30 unfaced fiberglass batts between the ceiling joists carefully fitting the fiberglass around obstructions such as wires, pipes ductwork and building components to insure a consistent and continuous R30 rating. Staple flanges to the interior faces of the studs. Notify Owner when the installation is ready for inspection. The inspection will include spot checks for quality, pulling some of the facing away from the studs. The contractor will reinstall areas accessed for inspection. Insulation must be inspected before the ceiling finish is installed.

INSULATE SKYLIGHT CHASE AFTER REPAIR

Trade: 17 Drywall &amp; Plaster

5210 DRYWALL--PATCH--LARGE

150.00 SF

\$1,000

Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.

Includes area up to skylight.

Trade: 19 Paint &amp; Wallpaper

5600 TEXTURE--SPRAY

150.00 SF

\$800

Remove all loose and chipped paint, tape all seams and major cracks with fiberglass mesh joint tape. Mask/cover all surfaces not to be textured to eliminate overspray. Spray with a latex paint based medium texture per the manufacturer's recommended procedure.

Location Total:

\$3,800-

Location: 4 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec # Spec

Quantity Units Unit Price Total Price

Trade: 1 General Requirements

100 FURNITURE REMOVAL/REPLACEMENT

5.00 RM

\$250

Move furniture allowance for flooring.

Trade: 20 Floor Coverings

5956 RESILIENT VINYL PLANK FLOORING--INSTALL

1,136.00 SF

\$7,000

Secure existing underlayment if present. Fill seams, holes and other defects with a manufacturer approved filler to create a smooth surface. Install resilient vinyl plank flooring, such as TrafficMASTER Allure, in 6" width x 36" length, with a minimum 3.8mm thickness, and 4mil wear layer, per manufacturer's recommendations. Install metal transition strips in openings. Owner's choice of pattern and color.

272/13/17



Address: 3318 Westfield

Unit: Westbrook 5881

Location: 4 - Whole House

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 20 Floor Coverings

Approximate Measurements:: Contractor must verify quantities

Front right bedroom - 12x14  
Front middle bedroom - 10x14  
Back right bedroom - 11x12  
Hall - 3x10  
Dining/Living - 18x16  
Master bed - 14x16  
Master closet - 6x9

5965 CARPET AND PAD--REMOVE

7.00 RM

\$250

Remove carpet, pad, metal edge strips and tack strips to a recycling center if available. If recycling is not possible remove to a code legal dump.

Trade: 23 Electric

7580 RECEPTACLE REPLACE

30.00 EA

\$680

Replace receptacle with ivory or white duplex receptacle and ivory or white cover plate.

7583 REPLACE RECEPTACLE WITH GFCI DEVICE

7.00 EA

\$700

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

In both bathrooms, garage, and kitchen

Location Total:

\$8,880-

Unit Total for 3318 Westfield , Unit Westbrook 5881:

Address Grand Total for 3318 Westfield :

\$31,680-

Bidder:

Fleming Island Home  
Services, Inc.

8/2/13/17

## Holly MacLean

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**From:** rnagy@american-coastal.com  
**Sent:** Monday, February 13, 2017 1:36 PM  
**To:** Holly MacLean  
**Cc:** Theresa Sumner  
**Subject:** Ship Bids

Hello Holly & Theresa,

I just wanted to inform that unfortunately we will not be able to submit bids for the SHIP jobs and will hopefully be on the lookout for future walks. Thank you.

Ray Nagy

Cell: 904-710-9545  
[rnagy@american-coastal.com](mailto:rnagy@american-coastal.com)  
American Coastal Builders  
[www.american-coastal.com/](http://www.american-coastal.com/)  
Lic# CGC1507130  
2950 Halcyon Lane, suite 503. Jacksonville, FL 32223  
Office: 904-800-9180



## Budget, Personnel & Policy Committee Report May 19, 2014

The Budget, Personnel & Policy Committee met on Monday, May 19, 2014 at 3:06 p.m. in the BCC Meeting Room. Those in attendance are listed on the attached attendance log. After review and discussion, the committee recommended the following:

### **PUBLIC COMMENTS**    No public comments were made.

1.    Recommended approval of two agreements with Vision Internet Providers, Inc:  
  
A) Recommended approval of the Website Design Agreement with Vision Internet Providers, Inc. in the amount of \$34,889.17. Further approval of advance payment is requested. The contract amount provided is based off the GSA authorized Federal supply schedule contract #GS-07F-0509W. The term of the agreement is for one year. Funding Source: 001-0107-531000  
  
B) Recommended approval of the Website Hosting Agreement with Vision Internet Providers, Inc. in the total amount of \$33,618.98 (which includes an annual 5% increase for the 4 year term). Recommended additional approval of advancement payment to be paid annually is requested. The term of the agreement is for 4 years. Funding Source: 001-0107-554000
2.    Recommended approval of Budget Transfer #14-079 in the amount of \$5,650.00 to allocate funds in Green Cove Springs Library Division's budget to cover health insurance costs through the end of the fiscal year. The funds are being transferred within the department from the Orange Park Library Division's health insurance account. The transfer is between cost centers within the same fund. Funding Source: 001-3302-523000
3.    Recommended approval to rescind award of Bid No. 13/14-18, Limerock Base, to Beaver Bulk and award to next lowest and responsible bidder, Liberty Trucking, LLC. On March 25, 2014 the BCC approved award of Bid No. 13/14-18 to Beaver Bulk as an annual bid for purchase of limerock as needed. On April 24, 2014 Beaver Bulk notified the County that they were unable to perform and meet the requirements of the bid. At this time staff is requesting approval to rescind bid award and award to next lowest and responsible bidder, Liberty Trucking, LLC. Approval will be effective after 72-hour bid protest period has expired, assuming no protests are received. Submittals are available for review in the Purchasing Division. Funding Sources: 101-3701-553000 & 101-3701-546100
4.    Recommended approval of Budget Transfer #14-080 in the amount of \$4,200.00 to allocate funds in the Board of Tax Adjustment's budget to cover reimbursement costs to the Clay County Tax Collector pertaining to mailing of 2013 tax notices. This transfer is necessary due to the facts that (1) actual mailing costs exceeded estimated costs and (2) budget transfers within the cost center to cover higher than expected VAB attorney and Special Magistrate costs. This transfer is between cost centers within the same fund. Funding Source: 001-0101-531000

5. Recommended approval of Resolution of revised Health Department fees. Periodically, the Clay County Health Department reviews its fees and determines whether the fees should be changed based on the cost of services. Attached is a resolution revising the fees included therein. This is the first revision since 2004.
6. Recommended approval of Clay County Economic Development Corporation proposal for new economic development incentive based on increase in ad valorem tax solely from tangible personal property. Qualifiers that are to be added are (1) that the Property Appraiser's Office is to provide tangible personal property certified values, and, (2) to restrict the types of jobs created to those that also comply with the State of Florida's Qualified Target Industry Incentive.
7. Recommended approval to waive the Purchasing Policy Formal and Competitive Bids requirement as it relates to SHIP Rehabilitation projects. Written quotes will still be required for these projects.

**PUBLIC COMMENTS** No public comments were made.

There being no further business to come before the committee, the meeting adjourned at 3:27 p.m.

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Diane Hutchings  
Committee Chair

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Angela Goodermote  
Recording Secretary



ten percent (10%) of the maximum threshold amount defined above or \$1,000, whichever is less. If the amount of the change is less than \$100, the invoice may be processed without a change order.

c.) In the event the purchasing agent does not select the lowest verbal quote, then the explanation therefore must be approved by the County Manager, submitted with the requisition, and submitted for information to the Board of County Commissioners.

(9) a.) All purchases equal to or greater than \$15,000 and less than \$25,000 must be reviewed and approved by the County Manager and must follow the procedures outlined in Chapter 5 (A) and (B) above. In addition to these requirements, the requesting department shall, with all due diligence, obtain from the vendor on the vendor's letterhead 3 written quotes to be attached to each Purchase Requisition and forwarded to the Purchasing Officer and Finance department. Written quotes shall contain the following information at minimum: 1) Date quote was received; 2) Vendor Business name; 3) Vendor telephone number; 4) Item description; 5) Total purchase price quote; 6) Name of vendor employee who prepared the quote. 7) Date upon which the quote becomes void (i.e.: the last day that the vendor will honor the quote, or "good through" statement). Copies of this documentation shall be attached to the Purchase Requisition and filed with the Purchase/Blanket Order in the Finance department. Due to impracticality the repair of heavy equipment is exempt from the written quotes requirement. The repairs must be approved by the County Manager, and submitted for information to the Board of County Commissioners under the County Manager's Business at its next regular meeting. An official list of such equipment as defined below shall be maintained and provided by the Fleet Maintenance Division and approved by the County Manager.

Heavy Equipment – Shall be defined as follows:

- (1) Public Safety, Construction and Material Handling Equipment with a rating of more than 85 horsepower.
- (2) Transportation Equipment with a GVWR (Gross Vehicle Weight Rating) of more than 10,000 pounds.
- (3) Fire and Rescue Vehicles with a GVWR (Gross Vehicle Weight Rating) of more than 10,000 pounds.

b.) It shall be the policy of the Board that goods and services within this cost range shall be purchased from responsible vendors offering the best value for the most conforming goods or services at lowest quoted written price. If three written quotes cannot be obtained and documented, the agent must attach a written explanation to the requisition. The requisition can be approved and the purchase made without three written quotes if the agent's written explanation why three written quotes could not reasonably be obtained is adequate and approved by County Manager or his or her designee. Additionally, in the event of an unanticipated cost overrun or increase occurring in good faith and subsequent to issuing of the purchase order, the County Manager may approve a one-time change order increasing the maximum threshold defined in this paragraph by an amount not to exceed ten percent (10%) of the maximum threshold amount defined above or \$1,000, whichever is less. If the amount of the change is less than \$100, the invoice may be processed without a change order.

c.) In the event the purchasing agent does not select the lowest written quote, then the explanation therefore must be approved by the County Manager, submitted with the requisition, and submitted for information to the Board of County Commissioners under "County Manager's Business" at its next regular meeting.

(10)(a) Formal and competitive bids are required for all purchases equal to or greater than \$25,000 and shall be made and otherwise governed in accordance with the formal bid process in this Purchasing Manual. Notwithstanding anything else to the contrary in this Purchasing Manual: Due to impracticality the repair of heavy equipment is exempt from the competitive bids requirement. The repairs must be approved by the County Manager, and submitted for information to the Board of County Commissioners under the County Manager's Business at its next regular meeting. An official list of such equipment as defined below shall be maintained and provided by the Fleet Maintenance Division and approved by the County Manager.

Heavy Equipment – Shall be defined as follows:

- (1) Public Safety, Construction and Material Handling Equipment with a rating of more than 85 horsepower.
- (2) Transportation Equipment with a GVWR (Gross Vehicle Weight Rating) of more than 10,000 pounds.
- (3) Fire and Rescue Vehicles with a GVWR (Gross Vehicle Weight Rating) of more than 10,000 pounds.





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, April 4 3:00 PM

TO: Finance and Audit Committee

DATE: 3/22/2017

FROM: Karen Thomas,  
Administrative and Contractual  
Services

SUBJECT:

Approval to award RFQ #16/17-10, Sponsor/Developer for Homeless Stabilization Under the Clay County SHIP Program to the sole bidder, Mercy Support Services for three years.

Approval will be effective after 72 hour bid protest period has expired. Funding Source: 116-0110-549800 (SHIP Program Fund / SHIP Program Activities / Program Services) (H. Coyle)

AGENDA ITEM TYPE:

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BACKGROUND INFORMATION:

A committee consisting of the Economic & Development Services Director, SHIP Coordinator, and IMS/Special Projects Coordinator has performed an evaluation. Based on staff's evaluation, Mercy Support Services is qualified and experienced to perform the requested services. Invitations were sent to four companies. Staff does not recommend rebidding as Mercy Support Services is qualified and has experience with these type services.

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 - As Needed

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

ATTACHMENTS:

Description

- ▣ Memo - evaluation info
- ▣ Mercy submittal

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	3/29/2017 - 9:57 AM	
County Manager	Slaybaugh, Jaclyn	Approved	3/29/2017 - 1:35 PM	



**SUMMARY SHEET**  
**FOR RANKING OF PROPOSALS**

CLAY COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

DATE: 3/21/17  
PROJECT: RFQ No. 16/17-10, Sponsor/Developer for Homeless  
Stabilization under the Clay County SHIP Program

<b>VENDORS</b>	<b><u>Rater</u></b> <b>1</b>	<b><u>Rater</u></b> <b>2</b>	<b><u>Rater</u></b> <b>3</b>	<b>TOTAL</b>	<b>AVERAGE</b>	<b>RANK</b>
Mercy Support Services	90	100	93	283	94.33	1

Rater 1: Holly Coyle, Economic & Development Services Director  
Rater 2: Theresa Sumner, SHIP Coordinator  
Rater 3: Nancy Parker, IMS/Special Projects Coordinator

Approved: Purchasing Division Donna Fish Date: 3/21/17

**STAFF RFQ REVIEW AVERAGES**  
**RFQ #16/17-10, Sponsor/Developer for Homeless Stabilization**  
**Under the Clay County SHIP Program**

Brief Item Description:	Mercy Support Services
Prior Experience	110
Technical Approach	55
Qualification of Service Team	60
Experience/Resources of Organization	58
<b>AVERAGE SCORE:</b>	<b>94.33</b>
<b>94.33 Mercy Support Services</b>	

# BID TABULATION FORM

RFQ: 16/17-10

Date: March 7, 2017

Proj: Sponsor/Developer for Homeless Stabilization Under the SHIP Program

Time Open: 1:00

Ad: Clay Today, February 9, 2017

Time Close: 1:15

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 Amount
1	Mercy Support Services	✓	✓		TBD
2					
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: Donna Fish  
(BCC)

Pat Hayes  
Clerk  
Theresa Sumner  
Department Representative

**BID RECOMMENDATION**  
**RFQ #16/17-10, Sponsor/Developer for Homeless Stabilization Under the**  
**Clay County SHIP Program**

BIDDERS

BID TOTAL

Mercy Support Services

TBD

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Staff Assigned to Tabulate Bids and Make Recommendations:

NAME

TITLE

Theresa Sumner

SHIP Program Coordinator

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RECOMMENDATION:

Accept RFQ from Mercy Support Services to provide  
Homeless Stabilization Services, including Eviction Prevention +  
Rapid Rehousing, for citizens of Clay County under the  
Homeless Stabilization Program Strategy, Based on staff's evaluation.

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

Mercy Support Services is the most qualified + experienced provider of services to  
the homeless. I do not know of any other entity in this area that has the  
qualifications + experience that mercy Support Services demonstrates.

**RFQ #16/17-10, SPONSOR/DEVELOPER FOR HOMELESS STABILIZATION  
UNDER THE CLAY COUNTY SHIP PROGRAM**

The undersigned person warrants that:

1. She/he is an officer of the organization.
2. She/he is authorized to offer a proposal in full compliance with all requirements and conditions as set forth in the RFQ.
3. She/he has fully read and understands the RFQ and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

**CORPORATE DETAILS:**

COMPANY NAME: Mercy Support Services, Inc.

ADDRESS: 1681 Bartlett Avenue  
Orange Park, FL 32073

TELEPHONE: (904) 297-4061

FAX #: (904) 717-7676

E-MAIL: rphayle@mercysupportservices.org

Name of Person submitting Bid: R. Patrick Hayle

Title: Executive Director and CEO

Signature: 

Date: March 3, 2017

**ADDENDA ACKNOWLEDGMENT:**

Bidder acknowledges receipt of the following addendum:

Addendum No.        Date:        Acknowledged by:       

Addendum No.        Date:        Acknowledged by:       

Addendum No.        Date:        Acknowledged by:

## SCOPE OF SERVICES

### **RFQ NO. 16/17-10, SPONSOR/DEVELOPER FOR HOMELESS STABILIZATION STRATEGY UNDER THE CLAY COUNTY SHIP PROGRAM**

The Clay County State Housing Initiatives Partnership (“SHIP”) is seeking qualifications from agencies, not-for-profit organizations, and continuum of care agencies or entities having experience in homeless prevention (“Sponsor/Developer”) to submit credentials and qualifications to the Clay County SHIP Program for consideration.

This RFQ contains instructions governing the proposals to be provided, requirements which must be met for eligible consideration, general evaluation criteria, and other requirements to be met by each proposer.

Qualifications should be simple and provide a straight-forward, concise description of the Sponsor/Developer's ability to meet the requirements of the RFQ.

To be considered, Sponsor/Developers must submit a complete response to this RFQ using the format provided. Qualifications must be signed by an official authorized to bind the Sponsor/Developer to its provisions.

### **GENERAL INFORMATION**

The intent of the Homeless Stabilization Program is to assist families and individuals, who reside in Clay County, to gain and maintain stable rental housing. Financial assistance will only be provided to families or individuals who would otherwise be homeless or at risk of becoming homeless. This program targets two populations of persons facing housing instability: Families who are still housed but are at imminent risk of becoming homeless (**Eviction Prevention**) and families who are already homeless (**Rapid Rehousing**). Verification and documentation of the applicant's risk of imminent homelessness or actual homelessness will be relied upon by the continuum of care agency referral.

This program assistance is not intended to provide long-term support for program Participants, but instead is part of a plan made in partnership with the family and agency partners/sponsors to help households regain stability and self-sufficiency.

Homeless is defined by Florida Statute 420.621 as:

“Homeless,” applied to an individual, or “individual experiencing homelessness” means an individual who lacks a fixed, regular, and adequate nighttime residence and includes an individual who:

- (a) Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- (b) Is living in a motel, hotel, travel trailer park, or camping ground due to a lack of alternative adequate accommodations;
- (c) Is living in an emergency or transitional shelter;

- (d) Has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
- (e) Is living in a car, park, public space, abandoned building, bus or train station, or similar setting; or
- (f) Is a migratory individual who qualifies as homeless because he or she is living in circumstances described in paragraphs (a)-(e).

**Eviction Prevention.** SHIP funds will be provided to those tenants in danger of being evicted from their current occupied rental unit because of late payment or non-payment of rents. Eviction Prevention subsidies will not exceed six (6) months. Eviction Prevention Subsidies will be provided for households with at least one member who is a person with special needs as defined in Section 420.004, F.S., or a person who is homeless as defined in Section 420.621, F.S., when the person initially qualified for a rent subsidy. The period of rental subsidy will not exceed 6 months for any eligible household or person.

**Rapid Rehousing** – Rapid Rehousing is an approach to help people who are homeless move into permanent housing as quickly as possible. The SHIP Program, in an effort to assist individuals and families who are homeless or at risk of becoming homeless, will use SHIP funds to provide the upfront funds for households to obtain quality, safe, decent and affordable rental housing. The household must have the income to afford the monthly rental payments after the assistance ends. SHIP Funds will be used to pay for items such as first month's rent, security deposit, utility connection and start up fees. The monthly rental fees of \$900.00 or less will be paid for no more than one (1) year. Five percent (5%) of the \$10,000 award per household will be used as project delivery costs. The Sponsor/Developer should have a mission to end homelessness and to promote self-sufficiency and will provide Case Manager Consultation.

### **ELIGIBILITY/QUALIFICATIONS**

Experience with other public entities, preferably entities of similar size, complexity, and magnitude is required.

Background information should be furnished as applicable, regarding the size of agency, personnel and qualifications (particularly of the agent/representative who will serve the County), services, etc.

The Sponsor/Developer should:

- Be an agency, not-for-profit organization, continuum of care agency or an entity having Proof of experience providing assistance to homeless and those in danger of being homeless in Clay County;
- Sponsor/Developer has its main office headquartered in Clay County
- Sponsor/Developer main focus is homeless prevention and rapid rehousing in Clay County;

- The length of time the organization (minimum of three (3) years) has been operating in Clay County;
- Experience in the development of plans to assist the homeless and those in danger of being homeless;
- Financial stability of the organization;
- Sponsor must have successfully completed projects similar in nature to those being developed and in a timely manner, thus demonstrating capacity to develop a plan to assist the homeless and those in danger of being homeless;
- The Sponsor must demonstrate financial accountability standards that permit the Clay County SHIP Program Administrator to account for and audit the SHIP funds utilized in order to meet the state statutory requirements of the SHIP Program relating to beneficiaries and units assisted;
- Must have the administrative capacity to provide all necessary income and demographic documentation in order to meet the state statutory requirements of the SHIP Program relating to beneficiaries, units assisted and state statutory deadline for expending SHIP Program funds;
- The Agency should have prior applicable grant experience;
- Should have prior experience in identifying appropriate and accessible permanent housing;
- Assisting in individualized short-term financial assistance and short term case management.

Submitters should provide a narrative setting forth the key reasons they should be qualified by the County to submit insurance coverage and cost proposals. The narrative should emphasize and provide details as to what makes your firm unique.

If selected, a request for insurance coverage and cost proposals will be initiated.

### **CONTRACT TERM**

The contract shall remain in effect for a period of three (3) years, from the date of award by the Clay County Board of County Commissioners, with the County reserving the right and option to extend the contract for two (2) additional periods of twelve (12) months each, if such is agreeable with the successful bidder and the County.

### **RESPONSE SUBMITTAL FORMAT**

Firms must present their Response to conform to the following and incorporate information regarding subcontractors where applicable:



- A. **Letter of Transmittal:** Proposals are to include a cover letter with philosophy of firm providing service.
- B. **Technical Approach:** Proposals shall describe in detail how the Sponsor/Developer proposes to provide services described in this solicitation. Proposals shall describe in detail how this approach has benefited current and/or past clients and describe the benefit your client derived.
- C. **Personnel Experience/Resumes:** Proposals must include experience and expertise of staff that will be actively involved in contract resulting from this RFQ and include a resume for each person identified.

Proposers are to identify key personnel and alternates directly involved with the day-to-day services and indicate years of experience and professional qualifications. Attach a resume for personnel that will be directly involved with these services, as well as, the key individuals that will perform evaluations, negotiations and any recommendations. Indicate length of time with the company and time of public entity experience.

- D. **Corporate Capacity:** Proposers must provide a detailed narrative of the firm's experience, qualification and past performance within the last three years in providing services similar to the scope of services in this solicitation. Include firm's experience performing services to a government entity.
- E. **Additional Information:** Proposers are to provide any additional information that they consider pertinent for consideration in a separate section of response.

### **CONTRACTUAL CONDITIONS**

For this RFQ, the qualification must remain valid for at least ninety (90) days. Moreover, the contents of the qualifications of the successful bidder may become contractual obligations if a contract is entered into.

The amount for the services to be rendered will be negotiated with the firm selected, and said firm will be required to enter into a formal contract with Clay County. Clay County reserves the right to delete or amend any of the services as listed and described in this RFQ.

If a satisfactory contract cannot be negotiated, negotiations will be formally terminated. Contract negotiations will then be started with the number two Sponsor/Developer if Clay County so desires, or rebid.

The content of the RFQ and the successful Sponsor/Developer's qualifications will become an integral part of the contract, but may be modified by the provisions of the contract.

Sponsor/Developer will identify and qualify applicants within their program that meet the requirements as set out in the Clay County SHIP Program's Homeless Stabilization Strategy.

Sponsor/Developer will meet with landlords to mediate solutions to late payments or non-payments of rent.

Sponsor/Developer will secure housing for the applicant who is seeking assistance under Rapid Rehousing Issue.

Sponsor/Developer will provide case management to the applicant to assist with employment or other means of increasing income. In addition, Case Management should provide a "Housing Plan" for each applicant and assist the applicant in obtaining those goals and should provide for a positive transition for the applicant back to self-sufficiency.

**RFQ NO. 16/17-10, SPONSOR/DEVELOPER FOR HOMELESS STABILIZATION  
STRATEGY UNDER THE CLAY COUNTY SHIP PROGRAM**

**EVALUATION CRITERIA**

All proposals received from Sponsor/Developers will be reviewed and evaluated by a committee of qualified personnel. This committee will recommend for selection the qualification which most closely meets the requirements of the RFQ and Clay County.

The following criteria will be of major importance in making the selection.

1. PRIOR EXPERIENCE: Feedback from a minimum of three references, (County/City/Public Entity of equal size preferred). (Maximum Points 40)
2. TECHNICAL APPROACH: Firms approach and ability to perform the services described in the request for proposal. (Maximum Points 20)
3. QUALIFICATION OF SERVICE TEAM: Years of experience and professional qualifications of key personnel involved with services. (Maximum Points 20)
4. EXPERIENCE/RESOURCES OF ORGANIZATION: Firm's general organization, the year the company was established and ability to perform. (Maximum Points 20)

Bid Invitations Sent to the Following Companies for:  
RFQ #16/17-10, Sponsor/Developer for Homeless Stabilization  
Under the Clay County SHIP Program

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Mercy Support Services  
BASCA, Inc.  
Flagler County Housing Authority  
Clay County Habitat for Humanity  
Construction Journal  
Prime Vendor, Inc.



**RFQ No. 16/17 SPONSOR/DEVELOPER FOR  
HOMELESS STABILIZATION UNDER THE  
CLAY COUNTY SHIP PROGRAM  
MERCY SUPPORT SERVICES**

**A. Letter of Transmittal/ Cover Letter:**

Mercy Support Services, Inc. (MSS), a 501(c) (3) was incorporated in 2012 as an outgrowth from the Clay Safety Net Alliance, formerly known as Mercy Network. MSS, a Clay County based not-for-profit, serves as the umbrella organization that connects Clay County families and individuals circumstantially in need with fundamental programs and services.

In 2003, eight faith-based organizations decided to meet to share information on how to better serve the needy in Clay County. They invited their like-minded friends and over 85 people attended the first meeting; now over 363 people are involved in The Mercy Network, (currently named Clay Safety Net Alliance). The Mercy Network, (Clay Safety Net Alliance), is a network of organizations which include faith-based, non-profits, city, county, state, federal, private sector organizations, and individuals who provide services and administer programs to serve the needy struggling and at risk in Clay County. In working with the at risk, gaps in services and programs became apparent. Monthly meetings focused on unmet community needs and duplication of services. In order to address these issues, Mercy Support Services, Inc. was formed and became a 501(c)(3) in 2012.

The two key areas of focus for MSS are:

- **Resource & Referral Call Center** - connect those in need with a network of services available in the Clay County.
- **Supportive Housing Program** – designed to assist displaced families in Clay County by providing short-term housing, including a case manager and specific programs and services that support them back to self-sufficiency.

Since its inception in 2012, MSS has received over 5500 calls impacting more than 14,000 individuals in Clay County. Furthermore, MSS has graduated nearly 60 families and individuals back to self-sufficiency.

**Our Unique Program:**

As mentioned, MSS has (2) primary programs that serves the homeless and those individuals and families at imminent risk of becoming homeless in Clay County. MSS' existing programs aligns us with the Homeless Stabilization under the Clay County SHIP Program – **Eviction Prevention and Rapid Rehousing**.

MSS is uniquely qualified to administer the Homeless Stabilization Program for Clay County and we would very much like to be considered and awarded the Homeless Stabilization Program.



## **B. Technical Approach:**

Over 10% of Clay County's population falls below the poverty level or 1 in 10 people you may meet on the street is living in need of basic necessities and have no safety net when unexpected events occur, i.e. loss of a job, illness and accidents. Each person is not just a statistic but an individual with a personal story and need. By addressing the needs at the source MSS can help prevent the person or family from continuing on the downward spiral of poverty and help set them on the road to self-sufficiency. With the uncertainty in the job market, many people are but one or two paychecks away from homelessness and becoming our displaced lost population. Approximately 85% of the individuals and families receiving services through MSS fall below the poverty line.

Since 2012, MSS has received over 5,500 calls from people in crisis. Servicing those calls have impacted more than 14,000 persons in Clay County.

These services provided by MSS are an essential part of assisting individuals and families in financial stability and preventing homelessness:

**Call Center:** Mercy Resource and Referral Call Center captures the needs of people of Clay County. MSS is the hub of information and referral. Residents call in and are referred to organizations that are able to assist them with their specific needs from housing, employment, transportation, child-care, financial stability and budgeting, physical and mental health services, food and clothing. Those individuals that call in that are not Clay County residents are referred to appropriate resources in their area

**Self-Sufficiency Program:** Mercy Supportive Housing addresses the five barriers to self-sufficiency; housing, employment, transportation, childcare and financial stability by assisting displaced families in Clay County by receiving housing and support while they become self-sufficient. After an applicant is screened and accepted into the program the client meets with a Mercy Case Manager and together they develop a case plan with specific goals and objectives.

**Mercy Case Managers** provide case management to help guide individuals and families to the services and programs that will empower them to become self-sufficient. The Mercy Case Manager walks "step by step" with the client encouraging them on their journey to self-sufficiency.

**The Mercy Educational Component** refers or teaches life skills, parenting, wellness, work readiness skills, computer training, financial education and more for those living in MSS Self-sufficiency Housing. Over nineteen churches and many community organizations such as Career Source of Northeast Florida, Episcopal Children's Services, YMCA, Clay Transit, Northeast Florida Community Action Agency, Clay Behavioral, The Wayfree Medical and the Clay County Department of Health work with MSS and the clients to overcome barriers.

In order to meet requirements of the various organizations we partner with and to provide required reports, monthly and quarterly, MSS follows a standard intake and response format as follows:



1. An appointment is setup for each referral to sit face-to-face with a case manager (called a Care Coach), with physical proof of documentation needed (ID, SS card, invoice and/or lease, proof of Clay residency, etc.)
2. An intake application is completed
3. Need/s are determined and verified
4. Payment is ONLY made the agency or landlord, never to the client
5. Case manager follows up
6. Documentation prepared for reimbursement

MSS has been using this process since 2013 to satisfy MOU responsibilities with local churches and similarly when we administered the Challenge Grant.

MSS also operates a 4-Apartment unit which was purchased with SHIP Program funds and can only be used strictly for the purpose stipulated by SHIP. Hence, MSS is quite familiar with income and demographic documentation which meets the state statutory requirements of the SHIP Program.

The following testimonials detail how this approach has benefitted current and past clients.

### **Testimony of a Recent Mercy Graduate**

Mercy Support Services has literally saved my family. They are such an amazing organization and I am so grateful that I was able to receive their help rebuilding my life.

I am a single mother, with two elementary school-aged children. My children's father is not active in their lives and does not pay child support. We had been living together in a hotel room for two and a half years. I was self-employed, repairing electronic devices from home and was making just enough money to pay the weekly room rent but work fluctuated and I worried every week if I would be able to keep my children safe for another week; saving money was only a dream. I felt like a failure on so many levels; I knew my children deserved more than sharing a single room. I was always stressed out and trying to hide my fears so my children would not worry. I had major dental issues and many of my teeth rotted out. I needed a full set of dentures and that would require oral surgery to remove all the teeth broken off at the gum line. Even though I have a degree, I knew that no one would hire me for full time work based on the way I look. However, having the required surgery would mean I would not be able to work for a couple weeks and I did not have that luxury. Eventually I lost all self-esteem.

Then the final straw happened. The hotel advised me that they decided they were no longer going to allow minor children to be allowed at their hotel. They initially gave me five days to move out. I had a minor mental breakdown. I wandered through the day they gave me the news in a stupor, feeling lost and broken. I didn't see any options that would also keep my children safe. Moving to a new hotel was not an option, since the other hotels in the area charged double what I had been paying. I felt like my back was against the wall and was about to give up. Fortunately, I confided in a friend the next day. She prayed with me and afterwards I felt really great and just had a sense that everything would work out.

As it happened, my friend told a mutual friend what I was going through. The mutual friend knew about Mercy Support Services and called them on my behalf. I received a call from a case manager that afternoon. After speaking to this wonderful, compassionate individual I felt like God was answering



my prayers. The case manager reassured me that Mercy would be able to help me and told me about their Supportive Housing Program.

Fortunately, the hotel decided to give me 30 days to find new housing and during that time I was able to get my ducks in a row. The case manager explained the program to me and told me I would have 90 days in their housing. During that time, I would be meeting with her regularly. The goal was to save as much money as possible during my stay in Mercy Supportive Housing. I was able to make an appointment to get my teeth fixed, which would allow me to be able to present myself better at job interviews and hopefully find a stable job using my degree in Marketing.

I am still in the program and I can honestly say my family's lives have improved so much thanks to Mercy Support Services. My children are thriving in the housing we are in. They love being able to have their own room and I love the fact that I am able to cook homemade meals for us every night; one of the little luxuries we didn't have in the hotel.

We were already able to sign a lease in the same community as the Mercy Supportive Housing, so we will be moving into our own place shortly. I truly feel that I owe my life to Mercy Support Services. I was in such a bad emotional state before I first spoke to my case manager, but during this process she has been nothing less than supportive. I feel like she believed in me when no one else did (including myself, at the time!).

I now have my old spark back. Friends are constantly telling me my eyes have a sparkle to them and I know how happy and open my heart feels. My confidence has returned and I don't even have the words to express how good it feels to see my children relish the positive changes in our lives. These changes would not have been possible without the help of Mercy Support Services. I cannot wait for the day when I am able to return the favor and be a volunteer at Mercy. They are truly a life-saving organization!

### **Testimony of a Former Mercy Graduate**

David and Casey and their 12 year old daughter after living in a hotel in Orange Park contacted the MSS Referral and Resource Center. After screening they were accepted into the MSS Self-sufficiency Program. David subsequently obtained employment at a major retail store in Jacksonville. Due to the due diligence of the MSS Case Manager, their daughter was enrolled in school shortly thereafter.

David began his career with the store in an entry-level position. A co-worker of David's provided daily transportation, as David had no car. David reimbursed his co-worker for travel costs.

Unfortunately after a few weeks the co-worker was no longer able to provide transportation which put David's livelihood in jeopardy. After consulting with his MSS Case Manager, it was determined the only realistic and affordable form of transportation was a bicycle for David to be able to continue his employment. Though the commute was long, 17.5 miles roundtrip, David faithfully rode his bicycle in all types of weather to and from work. David's manager watched him day after day arriving to work on time and not complaining, even with a long bicycle ride, and decided to help. The manager knew of a car for sale and was able to obtain the information for David. The car's sale price was very reasonable and after working long hours and saving money a little at a time David was finally able to



purchase the car. With the help of his MSS Case Manager, David was able to overcome one life challenge after another. David's manager was so impressed by his perseverance, diligence and positive attitude and he decided David had the leadership skills to be on his management team, therefore David was promoted. After receiving another promotion David was now able to save enough money for an apartment, successfully completing the MSS Self-sufficiency Program. It has been over a year and David, Casey and their daughter are still doing well as productive citizens in Clay County.

### **C. Personal Experience/Resumes:**

**R. Patrick Hayle, Executive Director/ CEO**, has served the homeless since 1988 when he began his career in New York City. Upon his arrival in the Jacksonville area in 1997 Patrick found himself serving in a variety of positions at the City Rescue Mission in Jacksonville, which included Program Director and CEO from 2003 to 2010. Patrick was involved in the inception of Mercy Support Services, first as a Board Chair and then as the CEO. Getting the right help to people in need has been his goal and focus with MSS giving a "hand up not a hand out".

Mr. Hayle, our Executive Director/CEO, will be directly involved in providing the services for the Homeless Stabilization under the Clay County Ship Program. Mr. Hayle will perform evaluations, negotiations and make recommendations.

**Dena Collins, Director of Programs**, has extensive experience in the service industry, including a strong customer service background. This experience will be well-served within the MSS Resource and Referral Call Center and MSS Supportive Housing as a part of our program of self-sufficiency. Dena has spent over fifteen years working in outreach programs in Clay County with individuals and families. Dena will play an integral role in guiding MSS' participants to self-sufficiency. Dena's compassion for others combined with her drive to see others succeed provides a firm foundation for her role within MSS. Dena has demonstrated commitment, dependability, loyalty and integrity with the organizations she's been affiliated with over the last 20 years and she believes in the vision of MSS to impact the Clay County community.

Ms. Collins, Director of Programs, will be directly involved in providing the services for the Homeless Stabilization under the Clay County Ship Program. Ms. Collins will perform evaluations, negotiations and make recommendations.

**Please see attached resumes.**

### **D. Corporate Capacity:**

In 2013 MSS received \$560,000 from the Housing Finance Authority of Clay County in the form of a line of credit to initiate the Supportive Housing Program by purchasing two homes a quad apartment building. In 2015 MSS received a grant of \$120,340 from the Clay County SHIP Program to purchase a second quad apartment building. In our quest for securing several houses and three quad apartment buildings, MSS has identified appropriate and accessible permanent and temporary housing.



MSS has signed Memorandums of Understanding (MOU) or partnerships with Community Connections (which is no longer in existence), St. Johns Housing Partnership, Habitat for Humanity, Northeast Florida Community Action Agency, Career Source of Northeast Florida, the YMCA of Northeast Florida, Episcopal Children's Services, Council on Aging and Clay Behavioral (currently working closely with the CHIP Program sponsored by the Department of Public Health).

### **Financial Stability**

Since 2012 Mercy Support Services (MSS) has used QuickBooks Accounting System (currently, Premier Nonprofits Edition 2015) to record and report its Statement of Financial Position and Statement of Financial Income and Expense, and other related financial statements.

In 2012 MSS started with a budget of \$50,000 and the budget has grown steadily to \$286,475 in 2017. We have ended each year with a healthy bank balance and in 2016 we were able to set up an Operating Reserve Fund with an amount established to cover 4 months of operations. That balance has to be maintained in accordance with the Board of Directors Charter.

The year ended December 31, 2014 an accountant's compilation was done by DUFRESNE & ASSOCIATES, CPA, PA, the same CPA firm who has been filing MSS' Form 990 since 2012. Because of the size of our budget (less than \$300,000) we are not required to have an audit done. We will have another compilation done for 2016.

### **Accounting Standards**

The following is a summary of significant accounting policies that demonstrate financial accountability standards that will permit SHIP to account for and audit any SHIP funds utilized:

#### **A. Basis of accounting**

The financial statements of the Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payable and other liabilities.

#### **B. Basis of presentation**

The Organization reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets.

#### **C. Capital assets**

Capital assets are stated at cost at the date of acquisition or at fair value at date of donation. It is the Organization's policy to capitalize expenditures for these items in excess of \$2,500. Minor renovations and repairs are charged to operations and maintenance as incurred. Depreciation is provided over the estimated useful life of the asset on a straight-line basis in accordance with accounting principles generally accepted in the United States of America.

#### **D. Cash and cash equivalents**

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with initial maturity of three months or less to be cash equivalents. For the year

ended December 31, 2014, such funds were all in cash.

#### **E. Grants and contributions**

Grants and contributions received are recorded as increases in unrestricted, temporarily restricted or permanently restricted net assets, depending on the existence and/or nature of any donor restrictions.

#### **F. Use of estimates**

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

#### **G. Income taxes**

The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation. The Organization is required to operate in conformity with the Internal Revenue Code to maintain its tax exemption. Management believes that the Organization is currently in compliance with the applicable requirements of the Internal Revenue Code. Therefore, no provision for tax liability has been included in the Organization's Financial Statements "Attachment."

In order to meet the requirements of the various organizations we partner with and to provide required reports (monthly and quarterly), MSS follows a standard intake and response format as follows:

1. An appointment is setup for each referral to sit face-to-face with a case manager (called a Care Coach), with physical proof of documentation needed (ID, SS card, invoice and/or lease, proof of Clay residency, etc.)
2. An intake application is completed
3. Needs are determined and verified
4. Payment is ONLY made to the agency or landlord, never to the client
5. Case manager follows up
6. Documentation prepared for reimbursement

MSS has been using this process since 2013 to satisfy MOU responsibilities with local churches and similarly when we administered the Challenge Grant.

MSS also operates a 4-Apartment unit which was purchased with SHIP Program funds and can only be used strictly for the purpose stipulated by SHIP. Hence, MSS is quite familiar with income and demographic documentation which meets the state statutory requirements of the SHIP Program.

#### **Since its inception, MSS has received numerous grants and awards.**

- Celebrate Clay 2013 for FY2012 \$10,000 (A one-time highest amount awarded)
- Celebrate Clay 2015 for FY2014 \$750
- Celebrate Clay 2016 for FY2015 \$5000 (For Extraordinary Executive Director)



\*Not eligible to apply for Celebrate Clay 2014 because MSS was awarded the top amount in 2013.

- ESH Challenge Grant 2014 \$20,000
- SHIP Grant 2014 \$121,829
- HFACC 2015 \$8000
- CCHD 2014 \$10,000
- Clay Cty. Sheriff (LETF) 2015 \$5000
- Rotary Club of West Jax 2015 \$3000
- Rotary Club of GCS 2015 \$500
- Rotary Club of GCS 2016 \$1000
- Clay Electric Foundation 2017 \$10,000
- Florida Blue 2016 \$2500
- Women's Empowerment 2017 \$1000 - \$3000 (Amount Pending)  
Council (Chamber)
- MOU with a church 2013 - 2017 \$12,000
- MOU with a church 2016 \$6000

#### **E. Additional Information:**

PRIOR EXPERIENCE; Feedback from a minimum of three references. Please see attached letters of support.

Mercy Support Services relies on grants and donations to fund its programs. MSS is a volunteer driven organization with approximately 97 volunteers who staff the myriad of programs that MSS provides to Clay County. The number of volunteer hours provided for 2016 was 7,964.

#### **Additional Testimonials for the Homeless Stabilization under the Clay County Ship Program**

##### **Mary and Daughter:**

Mary had gone through a divorce and was facing homelessness in Tennessee when she had an offer from a friend to live with them in Orange Park, FL. Mary and her 9 year old daughter took the Greyhound bus and tried to start a new life. A few months after arriving, Mary was told she had to leave. Not knowing where to turn Mary attended the free Back-to-School Outreach to get her daughter ready for the new school year. When the staff at The Way Free Medical Clinic heard her story she was immediately referred to Mercy Support Services (MSS) where her case plan was developed. Through the assistance of MSS Mary and her daughter were housed in an extended stay hotel. Mary was able to secure employment and save money to afford a place of their own. Since public transportation is unreliable Mary was beside herself with emotion and gratitude when a vehicle was donated to her. Mary now lives and works in Orange Park, her daughter has grown into a beautiful young lady. Mary is an active volunteer with MSS, paying it forward.

##### **Mrs. Morgan:**

Mrs. Morgan was being evicted when she called MSS about a year ago. She and her two daughters had gone through some devastating circumstances. She had no money, no job, no home, and was as low and seemingly defeated as one could be. After all the tests and screenings, she was allowed into the program. It was pretty obvious from the start that Mrs. Morgan would not be the typical 90-180 day resident. MSS' case manager and staff had to work with her to give her hope and confidence, and to empower her to begin to stand on her own feet. She had been in an abusive relationship and needed to learn to take control of her life again. And she did just that! She contacted the credit bureaus and got the eviction off her credit record; she has been successful in seeing a sexual offender imprisoned; she completed paperwork for the Sunshine Foundation (and because of her situation prior to coming to MSS) they have blessed her with a grant for a late model used automobile. She recently transitioned into her own home and has become a successful tax-paying member of Clay County's society.

### **Multi-generational Family:**

MSS Information and Referral Call Center received a call from Serena, a 45 year old woman whose initial request was help with back mortgage payments. Serena was calling on behalf of her mother, Susan, who is 63 years old and her father, Kevin, who is 71 years old. Kevin lost his job a year ago and they were in jeopardy of losing their home through foreclosure. Serena requested that further conversations be handled by her mother, Susan, as Serena was mentally challenged.

In conversation with Susan it became apparent that there were other needs. They had no food, and were behind on utilities. At this point Susan disclosed that her 24 year old son, Tom, and his seven month old child, Ryan, also lived in the home. Tom has severe disabilities prohibiting him from working and caring for his child. In addition Susan's 85 year old mother, Nora, with dementia was also residing in the home. Susan and Kevin had responsibility for the entire multi-generational family.

The family's immediate need of food was met by several local church food pantries. Through the MSS Volunteer Case Manager, Susan and Kevin were put in touch with SHIP and St. John's Partnership, (Florida's Hardest Hit Program), for help with their mortgage, several organizations assisted with utilities and the Council on Aging and Elder Source provided resources to help with Nora's care. The paternity of the child, Ryan, needed clarification so health insurance and services could be obtained such as Medicaid, TANF and WIC.

The MSS Volunteer Case Manager is instrumental in helping the family walk through the mired of complex and confusing bureaucratic paperwork required.

The case management is on-going to assist the family on the road to "self-sufficiency."

### **States Attorney General's Office Referral:**



In 2013, a staff member of the State's Attorney General's Office contacted MSS Information and Referral Call Center concerning a gentleman in need of home repair, medical services, assistance with finances, food and clothing. Due to the complexity of his case, a Case Manager was assigned.

The MSS Volunteer Case Manager guided this gentleman to over eight agencies that assisted with repairs to his house, reviewed his Medicare, Medicaid eligibility, reduced his debt and out-of-pocket medical expenses, and increased his Social Security disability benefits and provided food and clothing.

### **Homeless, Disabled Veteran:**

- Veteran presented mid-November 2013, homeless, disabled both physically and mentally.
- Had been living first in a horse trailer; more recently in back of commercial garage.
- Case manager did Intake immediately and forward all documentation to Emergency Services and Homeless Coalition (ESCH) for eligibility screening.
- ESCH determined Veteran eligibility and forwarded paperwork to next step for facilities placement.
- Unfortunately, that level was unable to find housing and told MSS it looked hopeless.
- Veteran spent winter in very cold weather and suffered extreme cold exposure and suspected frostbite; had to be hospitalized.
- MSS case manager took on the challenge of finding housing for the Veteran. She spent the next five months calling dozens of individuals, agencies, assisted living facilities, government representatives, etc.
- Case manager researched Medicaid, government regulations, housing requirements, availability of veteran housing, etc.
- Case manager made arrangements for Veteran to have complete physical examination for paperwork requirements for various housing needs.
- Case manager discovered there is a benefit available for certain veterans who had military service during very specific timeframes, and case manager applied for it for the Veteran. After involved paperwork submissions, the Veteran's applications were certified acceptable and he was declared eligible. His pension will be \$1759 per month or over \$21,000 per year and will be applied to his assisted living facility.
- Case manager also researched the Robert H. Jenkins, Jr. Veterans' Domiciliary Home of Florida in Lake City, Fl. Case manager compiled Veteran's medical documents, psychiatric records, bank information, personal documents, obtained a physical examination etc. Then an application was completed and submitted to the Director of Admissions.
- Once the Veteran was discharged from the hospital after spending the winter in a garage, the case manager and a compassionate-hearted member of the community ("sponsor") placed Veteran in an extended stay motel which was paid for by sponsor. The rate was \$226.59 per week and has been there eight weeks as of 4/16/14.
- Sponsor paid to have Veteran visit his own personal physician because it was needed for paperwork for both the domiciliary and for the Aid and Attendance pension application.
- Case manager made arrangements with local couple who feed the homeless to visit Veteran weekly with a supply of food.

- On 4/16/14 case manager received a phone call to bring Veteran to Lake City for screening and probable acceptance into the facility.
- Sponsor bought Veteran clothing (underwear, shorts, t-shirts). MSS provided him with hygiene products (soap, razors, shampoo, deodorant, etc.) so would have things to take with him to Lake City.
- Workload: 5 months, estimated 200 phone calls, 35 agencies and assisted living facilities contacted.



**MSS Attachments**

**Rfq#16/17-10, Sponsor/Developer for the Homeless Stabilization Under The Clay County Ship Program**

Homeless Stabilization under the Clay County Ship Program - Page 18

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form – Page 19

Scrutinizes Companies Certification – Page 20

W9 Request for Taxpayer Identification Number and Certification

**Letters of Support:**

Habitat for Humanity

Florida Department of Public Health

City Rescue Mission CRM

Clay Behavioral

BASCA, Inc.

Compass of Florida

Clay Electric Foundation, Inc. /MOU

Community Connections of Jacksonville, Inc. /MOU

Collaborating Partners as listed on the Nonprofit Center of Northeast Florida

Episcopal Children's Services, Inc.

YMCA of Northeast Florida

Clay County Council on Aging

**Resumes:**

R. Patrick Hayle, Executive Director/CEO

Dena Collins, Director of Programs

**MSS Goals for 2017**



**RFQ #16/17-10, SPONSOR/DEVELOPER FOR HOMELESS STABILIZATION  
UNDER THE CLAY COUNTY SHIP PROGRAM**

The undersigned person warrants that:

1. She/he is an officer of the organization.
2. She/he is authorized to offer a proposal in full compliance with all requirements and conditions as set forth in the RFQ.
3. She/he has fully read and understands the RFQ and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

**CORPORATE DETAILS:**

COMPANY NAME: Mercy Support Services, Inc.

ADDRESS: 1681 Bartlett Avenue

Orange Park, FL 32073

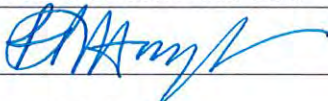
TELEPHONE: (904) 297-4061

FAX #: (904) 717-7676

E-MAIL: rphayle@mercysupportservices.org

Name of Person submitting Bid: R. Patrick Hayle

Title: Executive Director and CEO

Signature: 

Date: March 3, 2017

**ADDENDA ACKNOWLEDGMENT:**

Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

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

- (1) The prospective Vendor, Mercy Support Services, Inc., 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:**

Mercy Support Services, Inc.

**By:**

  
Signature

R. Patrick Hayle, Executive Director and CEO

**Name and Title**

1681 Bartlett Avenue

**Street Address**

Orange Park, FL 32073

**City, State, Zip**

March 3, 2017

**Date**

**Scrutinized Companies Certification**  
[Clay County Bid # RFQ No. 16/17-10, Sponsor/Developer For Homeless Stabilization Under The  
Clay County SHIP Program]

Name of Company:<sup>1</sup> Mercy Support Services, Inc.

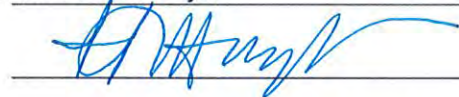
In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan 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:

Mercy Support Services, Inc.

(Seal)

By: R. Patrick Hayle



Its Executive Director and CEO

---

<sup>1</sup> "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.



# Request for Taxpayer Identification Number and Certification

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

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
MERCY SUPPORT SERVICES, INC.

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

**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☒ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
**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.  
☐ Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.)  
1681 Bartlett Avenue

**6** City, state, and ZIP code  
Orange Park, FL 32073

**7** List account number(s) here (optional)

**8** Requester's name and address (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**

4	5		2	5	8	0	0	4	8
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## 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 ▶ March 6, 2017

## 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](http://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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.



Mailing Address  
Post Office Box 240 • Orange Park, Florida 32067-0240  
Office & Store Location  
1717 Blanding Blvd. Middleburg, FL 32068  
Telephone (904) 282-7590 Fax (904) 282-7591  
Email: [cchh4@bellsouth.net](mailto:cchh4@bellsouth.net) [www.clayhabitat.org](http://www.clayhabitat.org)

---

March 3, 2017

R. Patrick Hayle, President/CEO  
Mercy Support Services  
P. O. Box 1526  
Orange Park, FL 32067

Dear Patrick:

It is with extreme pleasure I take this opportunity to write this letter of support for you for the SHIP ***Eviction Prevention*** and ***Rapid Rehousing Program***.

Mercy Support Services has served displaced families in Clay County for many years. I can attest to the need for this self-sufficiency program as our affiliate refers numerous individuals to your agency ***every week!***

It is not unusual for us to receive a call, on Friday afternoon, from someone living in transitional housing. Oftentimes, when we receive this call the temporary stay is up and the individuals have nowhere else to go. They have already exhausted every means they can think of to prevent becoming homeless.

Most of the time these calls come from families with children who have been evicted from their rental houses or, who are about to or have already lost their home through foreclosure. In every case, some type of "crisis" such as a job loss or health problems are the root cause of their misfortune. They are in distress and are in need of someone to provide the stabilization necessary for their survival.

Knowing these individuals are at their wits end, we refer them to Mercy Support Services because of the broad array of resources your agency provides. Mercy Support Services has a dedicated and skilled team of case managers, volunteers and other community supporters who offer assistance matched with the need of the family. The temporary housing, job training, financial education, parenting education and many other life skills help individuals and families get back on their feet.

Mercy Support Services' impact is huge and the need is great. You provide a positive, caring service for this community and deserve consideration for assistance to continue this caring ministry for our community.

In Partnership,

A handwritten signature in black ink, appearing to read "Carolyn Edwards", with a long, sweeping horizontal line extending to the right.

Carolyn Edwards, Executive Director



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1924 - 1999

#### President/CEO

Irene M. Toto, LMHC



United Way  
of Northeast Florida



R. Patrick Hayle  
Executive Director and CEO  
Mercy Support Services, Inc  
1681 Bartlett Avenue  
Orange Park, Florida 32073

March 6, 2017

To Whom It May Concern:

On behalf of Clay Behavioral Health Center, this letter is in support of Mercy Support Services and their ongoing efforts to assist Clay County families and individuals in gaining and maintaining stable housing.

We support Mercy Support Services and their request to the Clay County SHIP Program to increase options available to individuals and families who are homeless and at risk of being homeless.

Sincerely,

Irene M. Toto, LMHC  
CEO  
Clay Behavioral Health Center

3292 County Road 220  
Middleburg, FL 32068  
TELEPHONE 904.291.5561  
FAX 904.291.5575

1726 Kingsley Avenue, Suite 2  
Orange Park, FL 32073  
TELEPHONE 904.278.5644  
FAX 904.278.5654

89 Knight Boxx Road  
Orange Park, FL 32065  
TELEPHONE 904.213.2909  
FAX 904.213.2927

Green Cove Springs 904.529.2233 Keystone Heights 1.844.348.5292

**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

**Rick Scott**

Governor

**John H. Armstrong, MD, FACS**

State Surgeon General &amp; Secretary

**Vision:** To be the Healthiest State in the Nation

March 2, 2017

Mr. R. Patrick Hayle  
Mercy Support Services  
Executive Director and CEO  
1681 Bartlett Ave.  
Orange Park, FL 32073

RE: Letter of Support

Dear Mr. Hayle:

I am writing to provide a letter of support for Mercy Support Services request for qualification to Clay County SHIP Program to assist families and individuals who reside in Clay County to gain and maintain stable rental housing.

Where we live, our race, our income shapes how long we live and our quality of life. Housing is a basic human need. Affordable and safe housing is important to the well-being and health of families. Without adequate housing, families have trouble managing their daily lives. When this happens, their health suffers. Research tells us that affordable housing may help individuals living with chronic diseases to better maintain their treatment regimens and seek medical care more frequently. Stable, safe housing is essential to improving the health of Clay County residents.

We have appreciated Mercy Support Services collaboration in serving the residents of Clay County and assisting them to help in meeting their needs.

With regards,

A handwritten signature in black ink, appearing to read "Huffman".

Heather Huffman, MS, RDN, LD/N, IBCLC  
Health Officer & Administrator

**Florida Department of Health**

Clay County Health Department  
PO Box 578 Green Cove Springs, FL 32043  
PHONE: 904/529-2800 • FAX 904/529-2802

**[www.FloridaHealth.gov](http://www.FloridaHealth.gov)**

TWITTER: HealthyFLA

FACEBOOK: FLDepartmentofHealth

YOUTUBE: fidoH

FLICKR: HealthyFla



**BASCA, INC.®**

841 Plainfield Ave. • Orange Park, FL 32073  
904-541-1742 • 904-278-6686 • www.bascainc.org

**RESIDENTIAL SERVICES**

- L.I.F.E. Residential Homes
- Lakeside Villa – Women's
- Peoria – Women's
- Pine Forest – Men's
- Secret Harbor – Men's

**IN-HOME SERVICES**

- Personal Support
- Respite Care
- In-Home Support

**SUPPORT SERVICES**

- Supported Living
- Supported Employment
- Vocational Rehabilitation

**DAY TRAINING SERVICES**

- BASCA Adult Day Training
- Daystar Centers

**TRANSPORTATION SERVICES**

**CUSTOM CREATIONS CENTER**

- Design & Development
- Manufacturing & Training

**RECREATION PROGRAMS**

- Basketball
- Bowling
- Softball

**ACTIVITY NIGHT**

- Arts & Crafts Classes
- Computer Classes
- Music /Games

**RESIDENTIAL CAMPS**

**RESOURCES**

- Newsletter
- Informational Website
- Facebook Page
- Hotline Phone Support

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- Marvin Younger
- Jim Bray, Director Emeritus
- Chuck Frank, Director Emeritus
- W.W. Gay, Director Emeritus
- Ron Marley, Director Emeritus

January 8, 2014

To Whom It May Concern:

I am writing to express our support of what "Mercy Support Services" is doing in our community. We are happy to partner with them to help provide for those that are in need. We work with them by improving housing, providing employment, job training and other needs for the less fortunate.

Sincerely,

John C. Cone,  
Executive Director



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## Home

# Compass of Florida

God did not intend for you to travel this path alone. We would love to join you in your journey to true financial freedom. We have several ways connect; email, telephone, or join us for an event. Whatever you need and wherever you are we can help.

Please contact us with any questions you have or to find ways you can help others.

## North & South FL

Jim Whorton

St. Augustine, FL

Phone: (904)531.0007

Email: [jim.whorton@compass1.org](mailto:jim.whorton@compass1.org)

<http://www.compass1.org/connect-with-compass/florida/>

1/8/2014

## Memorandum of Understanding

I understand that funds approved for this project are limited in scope to the items approved for in this grant application. Any changes to expenditures will need to be approved by the foundation board or my organization may no longer be considered for Operation Round Up dollars.

My organization will be required to submit a final report upon completion of its project or program. If the program is ongoing, a report is required after grant funds have been used in entirety.

### Items to include in the report:

- Final report form
- Pictures and/or video of the project/program in action
- "Before" pictures and/or video (if available)
- Summary of the progress/results using the goals listed in the original grant application
- Description of any significant challenges experienced related to the funded grant project/program

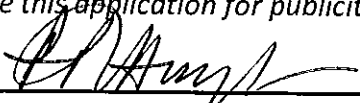
Final reports are due at least one year after grant funds are received. Failure to remit a final report could result in future applications being removed from consideration.

Name of Organization: Mercy Support Services, Inc.

Address: 1681 Bartlett Ave, Orange Park, FL 32073

Phone: 904-297-4061 Email: R.Hayle@mercysupportservices.org

*I represent that I am authorized by the named organization to submit this final report on its behalf and to make the assertions in this certification and to bind the organization accordingly. I understand that the CLAY ELECTRIC FOUNDATION, INC. has the right to fully audit the use of this donation at any time. I also understand that CLAY ELECTRIC FOUNDATION, INC. and CLAY ELECTRIC COOPERATIVE, INC. may use this application for publicity and promotional purposes.*



Signature

R. PATRICK HAYLE

Printed Name

Completed reports may be emailed to:  
[clayelectricfoundation@clayelectric.com](mailto:clayelectricfoundation@clayelectric.com)

Or mail to:  
CLAY ELECTRIC FOUNDATION, INC.  
C/O  
Edwina Painter  
P.O. Box 308  
Keystone Heights, Florida 32656-0308

### Authorization

*The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.*

*On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.*

---

Name : Will B Gray Date : July 24, 2013  
Title : Area Director of Housing  
Organization : Community Connections of Jacksonville Inc.  
Address : P.O. Box 41086 Jacksonville, FL 32203 (Phone) : (904) 350 -9949

### Partnering Organization

Name : R. Patrick Hayle Date : July 24, 2013  
Title : R. PATRICK HAYLE, PRESIDENT/CEO  
Organization : Mercy Support Services of Clay County  
Address : 1540 Business Center Dr., Suite C Fleming Island, FL 32203  
Phone : (904) 297 - 4052

---

**Memorandum of Understanding**  
**Between Community Connections of Jacksonville**  
**And**  
**Mercy Support Services**

**I. Purpose of this MOU**

This Memorandum of Understanding (MOU) describe and confirms an agreement between Community Connections of Jacksonville (CCJ), ESG receipant and Mercy Support Services of Clay County. The purpose of this agreement is to formalize and clarify expectations between all parties and to establish collaboration to serve persons that are at risk of homelessness or experiencing homelessness in the Clay County area.

**II. Program Goal**

The collaboration strategic goals for the 2013-14 ESG program are to :

- Increase community wide planning and strategic use of resources to prevent and end homelessness
- Improve coordination of mainstream resources and targeted services , capitalizing on existing strengths and increasing efficiency.
- Build on lessons and adopt proven tools
- Shift the emphasis from outputs to outcomes, improving data collection and performance measures.

**III. Term**

This agreement shall commence on August 1, 2013 and end on July 31, 2014. It may be amended and/or extended based upon the renewal of the grant and terms of this agreement.

**IV. Whereas;**

Community Connections of Jacksonville will utilize ESG funds to serve persons that are either at risk of homelessness or experiencing homelessness:

*At risk of homelessness* as defined by HUD; that is, An individual or family who :

- Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- Does not have sufficient resources or support network, e.g. family, friends, faith based or other social network, immediately available to prevent them from moving to an emergency shelter or another place not meant for human habitation.
- Meets the other criteria under the ESG Interim Rule.

OR

*Homeless* as defined by HUD meaning :

- An individual or family with a primary nighttime residence that is a public or privately place not designed for or ordinarily used as a regular sleeping accommodation for human being, including a car, park, abandoned building, bus station or camping grounds.
- An individual or family residing in an emergency shelter or who will imminently lose their primary nighttime residence, provided that the primary residence will be lost within 14 days of the date of application, no subsequent support and the participant lacks the resources and support needed to obtain permanent housing.
- Is fleeing or is attempting to flee, domestic violence
- Other as regulated by the HUD Interim ESG Rule

**Whereas ;**

Mercy Support Services of Clay County will collaborate with CCJ to provide “Centralized Intake” for information and referral, but has no authority to commit services; The collaboration will include the following :

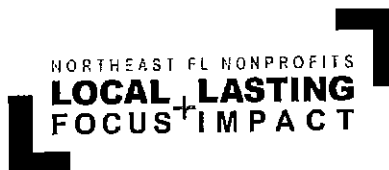
- Intake : A point of entry for contact
- Information : specific facts about the program, such as location, services provided, eligibility requirements, hours of operation and contact information
- Referral : Referring the client for assistance.
- Targeting :process of determining the population to whom assistance will be directed
- Screening : a first level decision about client eligibility
- Assessment : a deeper level of inquiry into the client’s problems and suggestion to CCJ.
- Verification: the gathering and review of information to ensure the client has the proper paperwork to apply for assistance
- Life Skills and After-care : a partner in services to reduce recidivism

**Partner Agreement**

- The various parties identified in this MOU will meet as necessary in order to accomplish the purpose of the MOU.
- Nothing in this MOU shall be interpreted as limiting, superseding, or otherwise affecting either agency’s normal operation in carrying out its statutory or regulatory duties. This MOU does not limit or restrict either agency from participating in similar activities or arrangements with other entities.
- This MOU may be amended only with the mutual consent of the Key Partners.



**NonprofitCenter**  
of Northeast Florida



**Local Focus. Lasting Impact.™ Collaboration and Innovation Awards  
2014 Nomination Form**

**COLLABORATION NAME:** Mercy Support Services, Inc.

**NOMINATOR**

Name: **Robert Haber**

Title: **Vice President of Operations**

Organization (must be a member of the Nonprofit Center):

Check one: ☐ CEO ☐ Staff ☒ **Board Member** ☐ Volunteer ☐ Other

Email: **bob.haber@mercysupportservices.org** (Chairman of the Board)

Phone: **(904) 297-4052**

**COLLABORATION PARTNERS (participating entities)**

Is there a formal, written agreement between the collaboration partners (i.e. Memorandum of Understanding)? ☒ **Yes** ☐ No

*Please list all entities involved in your collaboration:*

Entity 1:

Organization Name: **Community Connections (Housing)**

Please check all that apply:

☒ Nonprofit Center member (nonprofit, foundation or partner)  
☐ For-profit business ☐ Government entity ☒ 501(c) 3 organization ☐ Other

Contact Name: **Will Evans; Senior Project Director**

Phone: **(904) 579-3711**

Email: **ccjjaxnia@aol.com**

Entity 2:

Organization Name: **Clay Behavioral Health Center, Inc. (Case management)**

Please check all that apply:

☐ Nonprofit Center member (nonprofit, foundation or partner)  
☐ For-profit business ☐ Government entity ☒ 501(c)3 organization ☐ Other

Contact Name: **Irene M. Toto; Chief Executive Officer**

Phone: **(904) 291-5561**

Email: **itoto@theigd.org**

Entity 3:

Organization Name: **BASCA (Housing and Employment)**

Please check all that apply:

☒ Nonprofit Center member (nonprofit, foundation or partner)  
☐ For-profit business ☐ Government entity ☒ 501(c)3 organization ☐ Other

Contact Name: **John Cone; Executive Director**

Phone: **(904) 568-6023**

Email: **johncone@bascainc.org**

Entity 4:

Organization Name: **Episcopal Children's Services, Inc. (Childcare)**

Please check all that apply:

☒ Nonprofit Center member (nonprofit, foundation or partner)

☐ For-profit business    ☐ Government entity    ☒ 501(c) 3 organization    ☐ Other

Contact Name: **Anita Miller – Sackman; Family Resource Specialist**

Phone: **(904) 213-3939, Ext. 2082**

Email: [amsackman@ecs4kids.org](mailto:amsackman@ecs4kids.org)

Entity 5:

Organization Name: **YMCA of Northeast Florida; Barco – Newton Family YMCA (Childcare)**

Please check all that apply:

☒ Nonprofit Center member (nonprofit, foundation or partner)

☐ For-profit business    ☐ Government entity    ☒ 501(c) 3 organization    ☐ Other

Contact Name: **William Lees; Executive Director of YMCA of Florida's First Coast**

Phone: **(904) 278-9622**

Email: [wlees@firstcoastymca.org](mailto:wlees@firstcoastymca.org)

Entity 6:

Organization Name: **Clay County Council on Aging (Transportation)**

Please check all that apply:

☐ Nonprofit Center member (nonprofit, foundation or partner)

☐ For-profit business    ☐ Government entity    ☒ 501(c) 3 organization    ☐ Other

Contact Name: **Drew DeCandis; Executive Director**

Phone: **(904) 284-3134, Ext.219**

Email: [Andrewd@claycco.org](mailto:Andrewd@claycco.org)

**Please list any additional partners at the end of the application.**

**See attached Clay County Area Community Resources – Quick List**

## **COLLABORATION DESCRIPTION**

1. How long has your collaboration been in existence?

**In 2003 the Mercy Network was established. Over the years we have seen the need for the coordination and collaboration of services to lead people through programs and services to self-sufficiency. To accomplish this goal Mercy Support Services, Inc. was established as a 501 c3 in January 2012.**

2. What counties are served through the collaboration?

**Mercy Support Services (MSS) serves residents of Clay County. If services are not available in Clay County consumers are referred to Northeast Florida organizations. If consumers are not residents of Clay County we refer them to appropriate resources in their area.**

☐ Baker ☒ Clay ☐ Duval ☐ Nassau ☐ St. Johns

## R. PATRICK HAYLE

775 ARRAN COURT, ORANGE PARK, FL 32073 ~ 904.298.3439 (H) 904.219.5667 (C) ~ [rphayle@gmail.com](mailto:rphayle@gmail.com)

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### EXECUTIVE LEADERSHIP AND MANAGEMENT FOR NON-PROFIT ORGANIZATIONS

**Senior Management & Executive Leadership:** My goal in life is simply to glorify God by being obedient to whatever He calls me to do and by executing my service in the most Christ-like manner. Twenty-five years later and with all the experiences I have been privileged to acquire as Church Administrator, Finance Director, Vice-President of: Finance, Program Services, Church and Community Relations, and most recently as Executive Director/CEO, my objective remains the same.

#### Key Operational and Leadership Qualifications Include:

- Judgment and Decision Making
- Board Development & Policy Governance
- Programs Evaluation & Restructuring
- Establishing & Maintaining Interpersonal Relationships
- Developing and Building Teams
- Organizational Growth & Development
- Major Donor Acquisition & Cultivation
- Crisis Management & Organizational Restructuring
- Strategic Partnerships & Alliances
- Coaching and Mentoring Others
- Financial Analysis & Planning
- Succession Planning

**MBA, Financial Management**, 1987 Pace University, New York, Lubin Graduate School of Business 3.6/4.0  
**BS, Management Studies (Honors)**, 1980 University of the West Indies, Kingston, Jamaica

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### PROFESSIONAL EXPERIENCE

MERCY SUPPORT SERVICES, INC., Orange Park, FL

2012 to Present

#### *Executive Director/CEO*

Provide leadership in the areas of governance, budgeting and finance, fundraising and programs for this startup nonprofit; putting in place policies and procedures, standards of operation. Helping to guide the strategic process, establishing purpose and vision. Providing administrative leadership in the day-to-day operations for an organization that is run by mostly volunteers.

GLOBAL PROFESSIONALS, INC., Orange Park, FL

2010 to Present

#### *Vice President/CEO*

Provide consulting services to Not-For-Profit Organizations in the areas of board policy governance, fundraising, capacity building, organizational development, public relations and public awareness. Clientele include rescue missions, community development organizations, and government agencies. Assist in the set up of new ministries to meet community development needs locally, nationally and internationally.



THE CITY RESCUE MISSION, INC., Jacksonville, FL

1997 to 2010

***Executive Director/CEO (2003 to 2010)***

Developed strategies and policies to meet goals and objectives established by the board of directors of the City Rescue Mission. Provided leadership and direction to this organization with 65 employees and an operating budget of \$6 Million with 310 program and shelter beds. Successfully guided the Mission through a financially challenging time (2008 – 2010) without creating a deficit.

- Spearheaded the Mission's financial recovery from a \$750,000 deficit in 2 years
- Initiated and encouraged the Board to adopt and implement a Board Governance Policy
- Recruited young executives (35 – 45 years old) to serve on the board
- Researched, recommended and implemented the Grace Model in our recovery program
- Hosted the 2005 AGRM Southern District Conference
- Initiated a monthly coffee meeting with CEO's of the five other major Service Providers
- Member of the taskforce that drafted the "Blueprint to end Homelessness"
- I was one of the CEOs called in the founding of The Community Safety Net Fund to raise over \$1 Million to support agencies experiencing decreased donations
- Served for three years as member of Board of Directors for the Association of Gospel Rescue Missions

***VP of Church & Community Relations (2002 to 2003)***

Built relationships and fostered collaboration with Pastors and community leaders to improve name recognition and increased donations and volunteerism among church members.

- Saw an increase in the number of churches actively supporting the Mission
- Church donations increased by over 80% in less than 2 years
- Recruited and trained ambassadors who kept their congregations informed and educated
- Initiated hands-on activities such as mentoring, tutoring, supper clubs, etc.
- Implemented a recognition program for churches highlighting consistency in our partnership

***VP of Program Services (2000 to 2002)***

Managed all aspects of the 15-month residential recovery program at the residential facility and the emergency shelter.

- Methodically extended the Recovery Program (***LifeBuilders***) from 6 months to 15 months as modules were added to provide a holistic treatment program that addressed the spiritual, physical, social, emotional, legal, educational and vocational needs of residents

***VP of Finance & Administration, CFO (1997 to 2000)***

Responsible for overseeing all financial, Human Resources, and fund raising functions.

- Setup an Accounting Dept to bring the accounting function in-house
- Planned and implemented the first Annual Campaign
- Instrumental in the purchase of a 40,000 sqft building on 6.5 acres plus 11 houses
- Setup an HR Dept and wrote the employee's manual

ATLANTA UNION MISSION, INC., Atlanta, GA,

1992 to 1997

***Director of Finance & Administration, CFO***

This non-profit organization operated five (5) ministry centers and eight (8) thrift stores in the Metropolitan Atlanta area, Gainesville, Athens, Winder and Commerce. AUM had 134 employees (excluding seasonal staff) and had an operating budget of \$6.2 million and capital expenditure of \$3.34 M. My primary responsibility was to plan, direct, and administer the financial operations of the organization including accounting, tax,

systems management, budgeting and payroll; and to coordinate and manage Human Resources. Scope of decision making included major decisions regarding finance, human resources and facilities maintenance. Maintained internal contact with all AUM employees and external contact with vendors, financial institutions, donors, insurance brokers, and auditors. Accomplishments included:

- Established Human Resources office and pertinent procedures. Revised and updated HR manual
- Reviewed employee compensation and benefits, recommended and implemented changes to ensure compliance with federal regulations
- Developed and implemented safety programs which resulted in a savings to the AUM of over \$150,000 in Worker's Compensation insurance premiums
- Upgraded and streamlined all computerized systems and provided training for staff resulting in the drastic reduction in use of consultants and a savings of over 80% in consulting fees
- Developed budgetary procedures to assist Management in determining annual and strategic budget requirements

*Parish Administrator, Saint Peter's Church, NY (1988 to 1991)*

*Business Manager, Church World Services (1985 to 1988)*

*Purchasing Agent, Church World Services (1984 to 1985)*

*Payroll Accountant, Church World Services (1983 to 1984)*

*Compliance Officer, National Housing Trust, Jamaica (1981 to 1982)*

*Auditor, Coopers & Lybrand, Jamaica (1980 to 1981)*

## **COMMUNITY INVOLVEMENT**

Chairman, Board of Directors, Mercy Support Services (2010 to 2012)

Member, Board of Directors, First Coast Christian Outreach (2005 to 2010)

Member, Organizing Committee: Global Day of Prayer 2011

**Church:** Ordained Minister, Couples Small Group leader, Marriage Enrichment trainer, member of Orange Park First Baptist Church for 19 years, an ordained minister of the Gospel since 10/2013. Have also served on the finance committee, nominating committee, building committee and the last pastor search committee

## **PERSONAL**

Married to Selena since 1982, parents of Patrice Sherman, leadership in local non-profit (married with 2 children), Donna-Marie (an attorney in Atlanta) and Patrick, Jr. (free-lance production and film, Orlando)

# Dena Collins

8325 Swanton Lane, Jacksonville, FL 32244 (904) 955-0813 / [mrrcollins0118@gmail.com](mailto:mrrcollins0118@gmail.com)

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## Objective

Provide integrity based, world-class customer service and support for an organization that allows demonstration and further development of analytical techniques, positive customer interaction, exemplary communication skills, and decision making skills developed over a twenty-year span.

## SUMMARY OF SKILLS

Proficient in Microsoft Office 2016, Salesforce.com, AS/400, CMS/Avaya, Informix, Mastermind Business, & Jabber. Excellent in Communication, Leadership and Team Building, Data Entry and Analysis, Quality Assurance & Training.

## EMPLOYMENT HISTORY

### ADT Security Services – August 1995 to Present

#### June 2007 to Present – Senior Administrator

- Managing a team of 6-10 employee's attendance and training; monitor performance, address coaching opportunities, and provide feedback on overall performance.
- Auditing escalated, corporate and legal disputes; providing necessary feedback and assisting in finding solutions to remedy the concerns in a timely manner.
- Overseeing ethics and compliance for company acquisitions to ensure the *Rules of the Road* are followed. Reporting all findings to corporate for immediate resolution to ensure violations are addressed.
- Responsible for tracking and reporting on company promotions to identify, correct and address any mishandling of the promotional offers provided to customers by sales associates.
- Maintaining the daily process of company texting notifications for our field sales representatives.
- Reporting project costs, department production analysis, and customer's interest leads to Senior Management.

#### February 2000 to June 2007 – Small Business Representative

- Fielding incoming calls for small and large businesses; potential and existing customers with sales and customer service needs.
- Maintaining above satisfactory standards for customer satisfaction, call adherence and productivity.
- Assisting management team with call monitoring's/quality assurance and national account projects.

#### August 1996 to February 2000 – Commercial Sales Coordinator

- Audit, approve and process all incoming small business, commercial and national account contracts.
- Maintain schedules, appointments and notifications for all local field sales representatives.
- Providing administrative support for the small business, commercial and national account management teams.
- Remained accountable in other office administrative and reception duties as needed.

#### September 1995 to August 1996 – Account Services Representative

- Answered incoming calls from customers with billing and other account concerns; as well as collections of past due accounts.

## VOLUNTEER / LEADERSHIP EXPERIENCE

Founder of J.E.W.E.L.S. – Outreach for Women 9/2010 – Present: Leading and managing group meetings, teaching life enhancing classes, providing personal life coaching to over a hundred women over the last six years. Equipping and empowering women to step into their destiny and walk in their full potential.

Freedom Destiny Church – 1/2015 – Present: Volunteering as the Missions Director, instructor for Life Coaching classes, volunteering in various roles such as; altar/prayer team, teaching/speaking, youth outreach, media, guest services, missions trip leadership, local outreach, finance/accounting.

Celebration Church – OP Campus – 1998 – 2015: Teaching and leading various small groups in a variety of arenas. Venue Coordinator for the Sisterhood Women's Outreach. Life coach for the campus Care Team, guest services team lead, global missions' leader (have been on six mission trips – leading five of them), local outreaches within the community.



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### 2017 Goals (drafted by BoD 1/27/2017)

The following goals were drafted for 2017. Patrick to use these with the staff and make them into SMART goals by the end of February and circulate them to the Board.

#### GOALS :

- 1) Establish financial strength by increasing revenue to \$500,000 by the end of 2019. Increase by 25% to \$273K by end of 2017.
  - a) By the end of 2019 establish MOUs with all churches in our county, increase existing church contributions by 15% and maintain 100% retention.
  - b) By the end of 2017 add 10 new churches, increase existing church contributions by 5%, and maintain 100% retention.
  - c) Establish and implement a development plan that allows us to receive revenue from the for profit community so that by the end of 2018 less than 10% of our total revenue comes from churches (while church contributions rise) and over 25% from for profits.
- 2) 100% of Board of Directors members are committed, active, give of their time, and make monetary contributors.
  - a) *Create Board of Directors committees with charter led by a Board member and consisting of community, client, and staff members. The committees would consist of:*
    - i) Development
    - ii) Operations and Staff Development
    - iii) Finance
    - iv) Buildings and Grounds
    - v) Governance
    - vi) Marketing/Branding/Public Relations
- 3) Grow partnerships with NFP by 10x within community and steward for robust support (volunteers, donations, services, etc.)
- 4) Elevate programs so they're highly visible and regarded by the community and by clients.
  - a) Expand number of people impacted 5X+ with quality programs and services (including teens).
  - b) Provide low income housing programs to get people back on their feet.
  - c) Be (seen as) a preventative organization rather than a curative organization (with parenting, finances, marriage, life skills, etc.) for adults and teens.
  - d) 100% of the people leaving/graduating our programs say they had hope and confidence in achieving their independence.
- 5) Call Center is able to assist via a hand-up, 100% of the people who call. We will have referrals for all callers and solutions in place for dollars when other groups have gone dry.
- 6) Volunteer program is best in class and we have 15,000 volunteer hours.
- 7) Robust marketing/branding programs in place that supports all facets of our organization and represents best in class practices.



Mercy Support Services  
P. O. Box 1526  
Orange Park, FL 32067

RECEIVED  
PURCHASING DIVISION

2017 MAR -6 P 3:46

CLAY COUNTY BOARD OF  
COMMISSIONERS

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

Receipt for Bid #: 16/17-10

Company Name: \_\_\_\_\_

Mercy Support Services



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, April 4 3:00 PM

TO: Finance and Audit Committee

DATE: 3/24/2017

FROM: Administrative and  
Contractual Services

**SUBJECT:**

Approval of the following Deed and Perpetual Easement Instruments along the First Coast Expressway within Clay County, in favor of the State of Florida Department of Transportation (FDOT). Funding Source: Not Applicable (D. Smith)

- Deed Parcel 154.1\_Easement 826.1
- Deed Parcel 156.1\_Easement 828.1
- Deed Parcel 159.1\_Easement 829.1
- Deed Parcel 160.1\_Easement 830.1
- Deed Parcel 170.1\_Easement 831.1

**AGENDA ITEM TYPE:**

---

**BACKGROUND INFORMATION:**

The FDOT is currently in the process of the design of the southerly portion of the First Coast Expressway through Clay County. These instruments will allow Clay County to deed portions of right-of-ways that cross the proposed expressway.

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

Funding Source: Not Applicable

<u>Sole Source (Yes\No):</u>	<u>Advanced Payment</u>
<b>No</b>	<u>(Yes\No):</u>
	<b>No</b>

Planning Requirements:

Public Hearing Required (Yes\No):

**No**

Hearing Type:

Initiated By:

Not Applicable

**ATTACHMENTS:**

Description

- ▣ Staff Review Form
- ▣ Deed Parcel 154.1\_Easement Parcel 826.1
- ▣ Deed Parcel 156.1\_Easement Parcel 828.1
- ▣ Deed Parcel 159.1\_Easement Parcel 829.1
- ▣ Deed Parcel 160.1\_Easement Parcel 830.1
- ▣ Deed Parcel 170.1\_Easement Parcel 831.1

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	3/29/2017 - 9:53 AM	
County Manager	Slaybaugh, Jaclyn	Approved	3/29/2017 - 1:32 PM	



RECEIVED

MAR-1 2017

## AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE

BCC

F&amp;A 4-4-17

Clay County Attorney's Office

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

DATE: March 1, 2017  
 Staff Member Preparing Form: Shawn D. Thomas  
 Department Submitting Contract: Engineering  
 Vendor Name: Florida Department of Transportation  
 Contract Title: Deeds for Parcels P154.1, P159.1, P160.1, and P170.1 and easements P826, P828, P829, P830, P831, for parcel along the First Coast Expressway and within Clay County ROW

## SUMMARY (TO BE COMPLETED BY DEPARTMENT)

1. New Contract	(Y)	N	9. Contract Amount (*Detail negotiation efforts below) \$0.00
2. Renewal/Amend./Supplement	Y	(N)	10. Last Year's Price (*If increase explain below) N/A
3. Sole Source ** (explain below)	Y**	(N)	11. Date of Original Contract: N/A
4. Quotes/bid policy met	(Y)	N	12. Number of Renewals: N/A
5. Need to waive bid policy	Y	(N)	13. Length of Term: N/A
6. Automatic renewal	(n/a)	N	
7. Standard Addendum Executed	Y	(N)	Requested Action: Approval of Deeds and Resolution
8. Advance Payment Required	Y	(N)	

## Funding Source

Account Number: N/A

Account Name: N/A

**Background/Purpose:** The Department is currently in the process of the design of the southerly portion of the First Coast Expressway through Clay County. This request deed portions of right-of-ways that cross the proposed Expressway.

## Approvals

Purchasing:	No Changes	With Changes
Review Date:		

Recommended Changes: See Legal's comments.

OK 3-24-17

Budget:	No Changes	With Changes
Review Date:		

Finance:	No Changes	With Changes
Review Date:		

\*Price Negotiation Efforts:

3-15-17  
OK

County Attorney:	No Changes	With Changes
Review Date:		

Assume legal descriptions have been checked by Engineering, right

\*\* Sole Source Explanation:

FORM REVISED: 06/20/2016

RECEIVED  
 PURCHASING DIVISION  
 2017 MAR -2 A 10:15  
 CLAY COUNTY BOARD OF COMMISSIONERS



# AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE

BCC  
FIN

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

DATE: November 3, 2016

Staff Member Preparing Form: Shawn D. Thomas

Department Submitting Contract: Engineering

Vendor Name: Florida Department of Transportation

Contract Title: Deed and Resolution for Parcels P154.1, P159.1, P160.1, P161.1, P162.1, and P170.1 for parcel along the First Coast Expressway and within Clay County ROW

## SUMMARY (TO BE COMPLETED BY DEPARTMENT)

1. New Contract	(Y)	N	9. Contract Amount (*Detail negotiation efforts below) \$0.00
2. Renewal/Amend./Supplement	Y	(N)	10. Last Year's Price (*If increase explain below) N/A
3. Sole Source ** (explain below)	Y**	(N)	11. Date of Original Contract: N/A
4. Quotes/bid policy met	(Y)	N	12. Number of Renewals: N/A
5. Need to waive bid policy	Y	(N)	13. Length of Term: N/A
6. Automatic renewal	(n/a)	N	
7. Standard Addendum Executed	Y	(N)	Requested Action: Approval of Deeds and Resolution
8. Advance Payment Required	Y	(N)	

RECEIVED

NOV 22 2016

Clay County Attorney's Office

## Funding Source

Account Number: N/A

Account Name: N/A

**Background/Purpose:** The Department is currently in the process of the design of the southerly portion of the First Coast Expressway through Clay County. This request deed portions of right-of-ways that cross the proposed Expressway.

## Approvals

Purchasing:	No Changes	With Changes
Review Date:		

Recommended Changes: What is the "consideration" amount for the Resolution?  
Resolution/top left corner/First page - who was it prepared by?

Budget:	No Changes	With Changes
Review Date:		

Finance:	No Changes	With Changes
Review Date:		

\*Price Negotiation Efforts:

County Attorney:	No Changes	With Changes
Review Date:		

\*\* Sole Source Explanation:

FORM REVISED: 06/20/2016

\* Resolution not necessary - delete;  
\* When drafted, Change to 2017;  
\* Assumption: Verification of legal description by Engineering Division and County

\* Prior to approval by Board, confirm commitments requested by CM from DOT

RECEIVED  
PURCHASING DIVISION  
2016 NOV 18 PM 1:54  
CLAY COUNTY BOARD OF COMMISSIONERS

03-BSD.03-Date: January 11, 2017

T. S. No. N/A  
R/W Map Sheet No. 28, 76  
Tax Parcel No. N/A

This instrument prepared by  
or under the direction of:  
David M. Robertson  
Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO. 154.1  
SECTION NO. 71493  
F.P. NO. 4229383  
STATE ROAD NO. 23  
COUNTY OF Clay

### COUNTY DEED

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by CLAY COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office Box 1366, Green Cove Springs, Florida 32043, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Clay County, Florida, more particularly described as:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_

Clerk (or Deputy Clerk)

Clay County, Florida

By Its Board of County Commissioners

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its Chairperson  
(or Vice-Chairperson)

**Exhibit "A"**

Section No. 71493  
F.P. No. 4229383

State Road No. 23

Clay County

Parcel 154

Fee Simple

A Part Of County Road No. 15A (A 100.00 Foot Right Of Way As Per Florida Department Of Transportation Right Of Way Map Section 7101-105), In The G.I.F. Clarke Grant, Property Of The Clinch Estate, As Recorded In Plat Book 1, Pages 31 – 34, Of The Public Records Of Clay County, Florida, In The Clarke's Mill Grant, Section 38, Township 6 South, Range 26 East, Said Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Intersection Of The Northwestern Existing Right Of Way Line Of State Road No. 15 (U.S. 17, A Variable Width Right Of Way As Per Florida Department Of Transportation Right Of Way Map Section 71010-2507), With The Easterly Existing Right Of Way Line Of CSX Railroad (A 100.00 Foot Right Of Way, As Per CSX Transportation Right Of Way And Track Map No. V00481); Thence South 21°55'07" East, Departing Said Northwestern Existing Right Of Way Line Of State Road No. 15 (U.S. 17), Along Said Easterly Existing Right Of Way Line Of CSX Railroad, A Distance Of 1,633.42 Feet To A Point On The Centerline Of Construction Of State Road No. 23 (As Per Florida Department Of Transportation Right Of Way Map Section 71493, F.P. No. 4229382 & 4229383), Said Point Being On The Arc Of A Curve, Concave Northerly, Having A Radius Of 4,768.00 Feet, A Chord Bearing And Distance Of South 89°47'23" West, 4,061.46 Feet; Thence Departing Said Easterly Existing Right Of Way Line Of CSX Railroad, Along Said Centerline Of Construction State Road No. 23, The Following **4 Courses And Distances: (1)** Along The Arc Of Said Curve, Through A Central Angle Of 50°24'59", An Arc Distance Of 4,195.51 Feet To A Point Of Tangency; **(2)** North 65°00'08" West, 650.60 Feet To A Point On A Curve, Concave Northerly, Having A Radius Of 2,865.00 Feet, A Chord Bearing And Distance Of North 89°50'11" West, 2,406.57 Feet; **(3)** Along The Arc Of Said Curve, Through A Central Angle Of 49°40'06", An Arc Distance Of 2,483.61 Feet To A Point Of Tangency; **(4)** South 65°19'45" West, 448.08 Feet To The Easterly Existing Right Of Way Line Of County Road No. 15A (A 100.00 Foot Right Of Way As Per Florida Department Of Transportation Right Of Way Map Section 7101-105), And The **Point Of Beginning**; Thence South 02°14'10" West, Departing Said Centerline Of Construction Of State Road No. 23, Along Said Easterly Existing Right Of Way Line Of County Road No. 15A, A Distance Of 181.67 Feet; Thence South 65°19'45" West, Departing Said Easterly Existing Right Of Way Line Of County Road No. 15A, A Distance Of 112.14 Feet To The Westerly Existing Right Of Way Line Of County Road No. 15A; Thence Northeasterly, Along Said Westerly Existing Right Of Way Line Of County Road No. 15A, The Following **2 Courses And Distances: (1)** North 02°14'10" East, 181.67 Feet To Said Centerline Of Construction Of State Road No. 23; **(2)** North 02°14'10" East, Departing Said Centerline Of Construction, 181.67 Feet; Thence North 65°19'45" East, Departing Said Westerly Existing Right Of Way Line Of County Road No. 15A, A Distance Of 112.14 Feet To Said Easterly Existing Right Of Way Line Of County Road No. 15A; Thence South 02°14'10" West, Along Said Easterly Existing Right Of Way Line, A Distance Of 181.66 Feet To The **Point Of Beginning**.

Containing 0.834 Acres, More Or Less.

07-PE.11-Date: January 11, 2017

T. S. No. N/A  
R/W Map Sheet No. 58  
Tax Parcel No. N/A

This instrument prepared by  
or under the direction of:  
Melissa K. Blackwell  
As Interim Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO. 826.1  
SECTION NO. 71493  
F.P. NO. 4229383  
STATE ROAD NO. 23  
COUNTY OF Clay

### PERPETUAL EASEMENT

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by  
CLAY COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office Box 1366,  
Green Cove Springs, Florida 32043, grantor, to the STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors  
and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar (\$1.00)  
and other valuable considerations paid, the receipt and sufficiency of which is hereby  
acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement  
for the purpose of constructing and maintaining a roadway, in, over, under, upon and through the  
following described land in Clay County, Florida, to wit:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its  
name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said  
Board, the day and year aforesaid.



ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_

Clerk (or Deputy Clerk)

Clay County, Florida,  
By Its Board of County Commissioners

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
It's Chairperson (or Vice-Chairperson)

**Exhibit "A"**

Section No. 71493  
F.P. No. 4229383

State Road No. 23

Clay County

Parcel No. 826

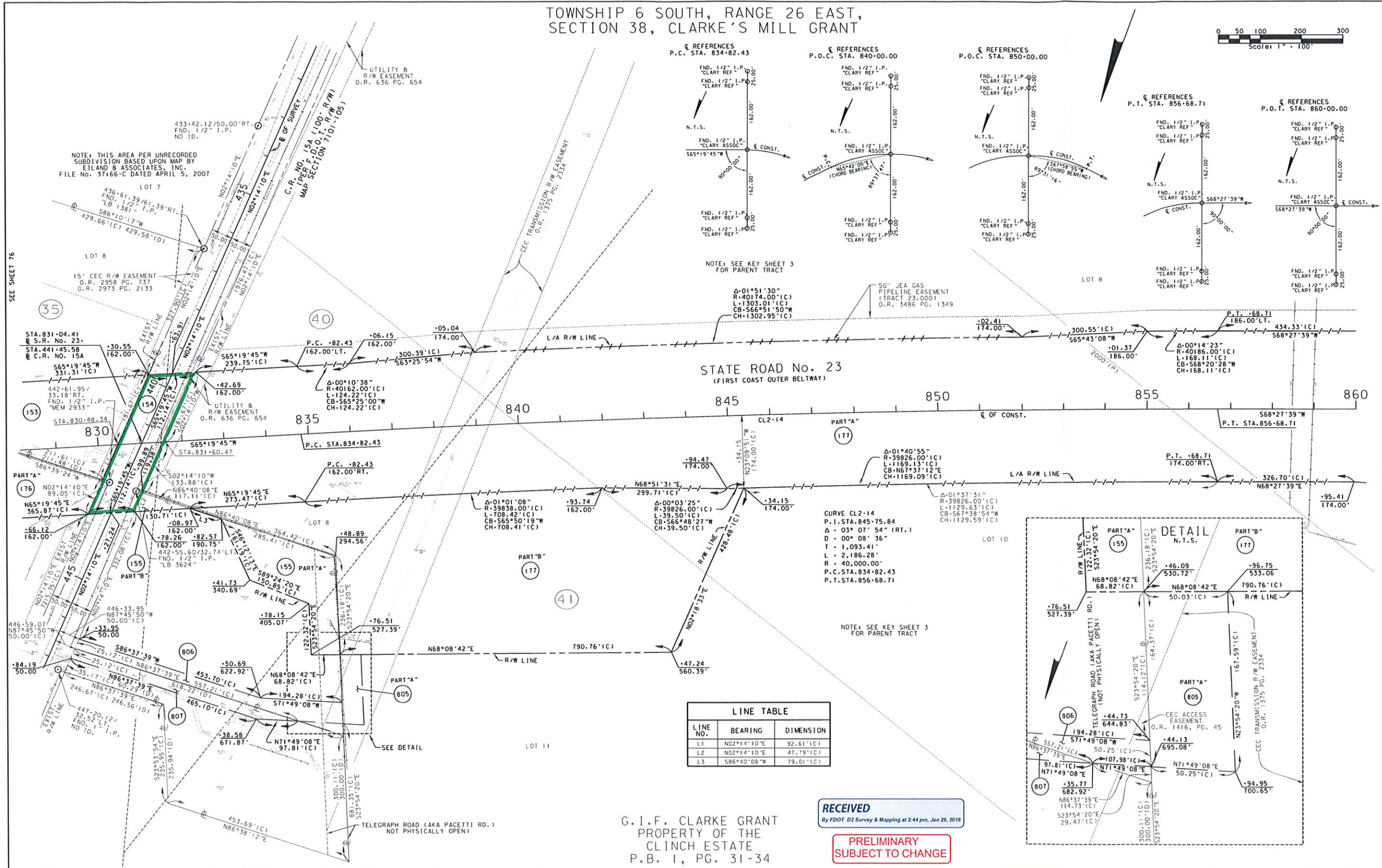
Perpetual Easement

A Part Of Bryon Road (A 60.00 Foot Right Of Way As Now Established), Lying In Section 8, Township 5 South, Range 25 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Southwest Corner Of The Northwest 1/4 Of Section 16, Township 5 South, Range 25 East, Clay County, Florida; Thence North 00°44'24" West, Along The Westerly Line Of Said Section 16, A Distance Of 2,380.06 Feet To The Centerline Of Construction Of State Road No. 23 (As Per Florida Department Of Transportation Right Of Way Map Section 71493, F.P. No. 4229382 & 4229383), And A Curve To The Right, Having A Radius Of 2,865.00 Feet; Thence Along Said Centerline Of Construction Of State Road No. 23, And Along The Arc Of Said Curve, Through An Angle Of 19°07'58", An Arc Distance Of 956.71 Feet, And A Chord Bearing And Distance Of North 69°12'37" West, 952.27 Feet To The Centerline Of Survey Of Byron Road (A 60.00 Foot Right Of Way As Now Established); Thence Along Said Centerline Of Survey Of Byron Road, The Following 2 Courses And Distances: 1) North 23°54'34" West, 255.69 Feet; 2) North 01°18'38" West, 34.12 Feet; Thence North 88°41'22" East, A Distance Of 30.00 Feet To The Easterly Existing Right Of Way Line Of Said Byron Road, And A Curve To The Right, Having A Radius Of 2,771.00 Feet, And The **Point Of Beginning**; Thence Along The Arc Of Said Curve, Through An Angle Of 01°29'03", An Arc Distance Of 71.78 Feet, And A Chord Bearing And Distance Of North 56°43'35" West, 71.78 Feet To The Westerly Existing Right Of Way Line Of Said Byron Road, And A Curve To The Right, Having A Radius Of 309.31 Feet; Thence Along Said Westerly Existing Right Of Way Line, Along The Arc Of Said Curve, Through An Angle Of 39°29'11", An Arc Distance Of 213.17 Feet, And A Chord Bearing And Distance Of North 22°48'39" East, 208.97 Feet; Thence South 47°26'46" East, A Distance Of 60.00 Feet To Said Easterly Existing Right Of Way Line Of Byron Road, And A Curve To The Left, Having A Radius Of 249.31 Feet; Thence Southerly, Along Said Easterly Existing Right Of Way Line Of Byron Road, The Following 2 Courses And Distances: 1) Along The Arc Of Said Curve, Through An Angle Of 43°51'52", An Arc Distance Of 190.87 Feet, And A Chord Bearing And Distance Of South 20°37'18" West, 186.24 Feet To A Point Of Tangency; 2) South 01°18'38" East, 17.13 Feet To The **Point Of Beginning**.

Containing 12,635 Square Feet, More Or Less.

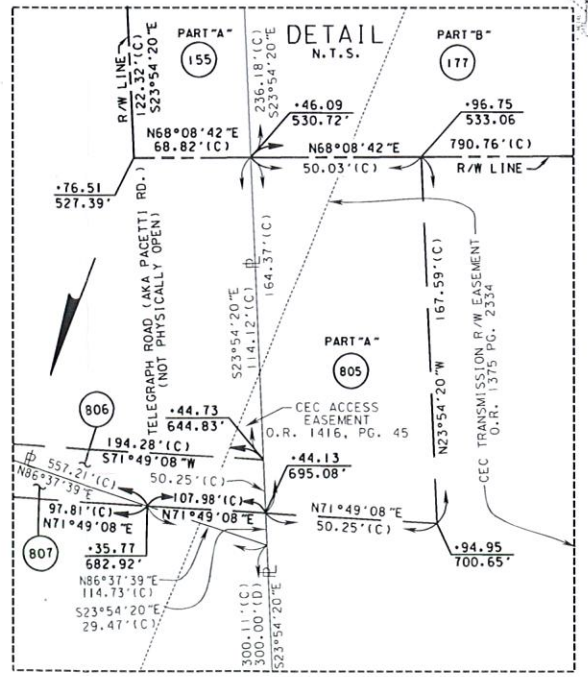
TOWNSHIP 6 SOUTH, RANGE 26 EAST,  
SECTION 38, CLARKE'S MILL GRANT



LINE TABLE		
LINE NO.	BEARING	DIMENSION
L1	N02°14'10"E	92.61'(C)
L2	N02°14'10"E	47.79'(C)
L3	S86°40'08"W	79.01'(C)

G.I.F. CLARKE GRANT  
PROPERTY OF THE  
CLINCH ESTATE  
P.B. 1, PG. 31-34

RECEIVED  
By FDOT D2 Survey & Mapping at 2:44 pm, Jan 26, 2016  
PRELIMINARY  
SUBJECT TO CHANGE



THIS MAP IS NOT A SURVEY

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY MAPPING

APPROVED BY	DATE	REV. SHEET NO.	DATE	BY	DATE	REV. SHEET NO.	DATE	BY	DATE
	03-10-13	REV. PAR 176A	06/25/15	JLS	06/25/15	REV. PAR 176A	08/04/08	JLS	08/04/08
		REV. ESMT. DATA	06/18/15	JLS	06/18/15	REV. ESMT. DATA	08/21/13	JLS	08/21/13
		ADDED EASEMENT	06/12/15	JLS	06/12/15	ADDED EASEMENT	08/21/13	JLS	08/21/13
		REVISION		BY	DATE	REVISION		BY	DATE

SEE SHEET ONE FOR GENERAL NOTES AND LEGEND

F.A.P. No. 8886-366-A  
STATE ROAD No. 23

SECTION 71493  
CLAY COUNTY

DETAIL SHEET  
S.R. No. 23 (FIRST COAST OUTER BELTWAY)  
FROM THE ST. JOHNS RIVER TO  
C.R. No. 220A (OLD JENNINGS ROAD)

MAPS PREPARED BY: CLARKE & ASSOCIATES, INC. 1330 CROWN POINT ROAD JACKSONVILLE, FL 32237	DATA SOURCE: E.F.B. No. 822505 SCALE: 1" = 100'
F.P. No. 4229383	SHEET 28 OF 89

03-BSD.03-Date: March 13, 2017

T. S. No. N/A  
R/W Map Sheet Nos. 33, 34  
Tax Parcel No. N/A

This instrument prepared by  
or under the direction of:  
David M. Robertson  
Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO.	156.1
SECTION NO.	71493
F.P. NO.	4229383
STATE ROAD NO.	23
COUNTY OF	Clay

### COUNTY DEED

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by CLAY COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office Box 1366, Green Cove Springs, Florida 32043, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Clay County, Florida, more particularly described as:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Clerk (or Deputy Clerk)

Clay County, Florida  
By Its Board of County Commissioners

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Its Chairperson  
(or Vice-Chairperson)



**Exhibit "A"**

Section 71493  
F.P. No. 4229383

State Road No. 23

Clay County

Parcel 156

Part "A"

Fee Simple Limited Access

A Part Of County Road No. 315 (An 80.00 Foot Right Of Way Per Florida Department Of Transportation Right Of Way Map Section 7156-150) In Section 19, Township 6 South, Range 26 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Southeast Corner Of The Northeast 1/4 Of Section 19, Township 6 South, Range 26 East, Clay County, Florida; Thence South 89°56'41" West, Along The Southerly Line Of Said Northeast 1/4, A Distance Of 2,548.79 Feet To The Centerline Of Construction Of State Road No. 23 (As Per Florida Department Of Transportation Right Of Way Map Section 71493, F.P. No. 4229382 & 4229383); Thence Continue South 89°56'41" West, Along Said Southerly Line Of The Northeast 1/4 Of Section 19, A Distance Of 65.03 Feet To The Easterly Existing Right Of Way Line Of County Road No. 315 (An 80.00 Foot Right Of Way As Per Florida Department Of Transportation Right Of Way Map Section 7156-150), And The **Point Of Beginning**; Thence South 00°09'41" East, Along Said Easterly Existing Right Of Way Line Of County Road No. 315, A Distance Of 216.46 Feet; Thence North 29°14'56" West, A Distance Of 164.56 Feet To The Westerly Existing Right Of Way Line Of Said County Road No. 315; Thence North 00°09'41" West, Along Said Westerly Existing Right Of Way Line Of County Road No. 315, A Distance Of 654.37 Feet To A Curve To The Right, Having A Radius Of 11,621.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 00°46'36", An Arc Distance Of 157.52 Feet And A Chord Bearing And Distance Of South 30°41'00" East, 157.52 Feet To Said Easterly Existing Right Of Way Line Of County Road No. 315; Thence South 00°09'41" East, Along Said Easterly Existing Right Of Way Line Of County Road No. 315, A Distance Of 446.02 Feet To The **Point Of Beginning**.

Containing 1.210 Acres, More Or Less.

Together With All The Rights Of Ingress, Egress, Light, Air And View Between The Grantor's Remaining Property And Any Facility Constructed On The Above Described Property.

Also

Part "B"

Fee Simple

A Part Of County Road No. 315 (An 80.00 Foot Right Of Way Per Florida Department Of Transportation Right Of Way Map Section 7156-150) In Section 19, Township 6 South, Range 26 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Southeast Corner Of The Northeast 1/4 Of Section 19, Township 6 South, Range 26 East, Clay County, Florida; Thence South 89°56'41" West, Along The Southerly Line Of Said Northeast 1/4, A Distance Of 2,548.79 Feet To The Centerline Of Construction Of State Road No. 23 (As Per Florida Department Of Transportation Right Of Way Map Section 71493, F.P. No. 4229382 & 4229383); Thence Continue South 89°56'41" West, Along Said Southerly Line Of The Northeast 1/4, A Distance Of 65.03 Feet To The Easterly Existing Right Of Way Line Of County Road No. 315 (An 80.00 Foot Right Of Way As Per Florida Department Of Transportation Right Of



Way Map Section 7156-150); Thence North 00°09'41" West, Along Said Easterly Existing Right Of Way Line Of County Road No. 315, A Distance Of 446.02 Feet To A Curve To The Left, Having A Radius Of 11,621.00 Feet, And To The **Point Of Beginning**; Thence Along The Arc Of Said Curve, Through An Angle Of 00°46'36", An Arc Distance Of 157.52 Feet And A Chord Bearing And Distance Of North 30°41'00" West, 157.52 Feet To The Westerly Existing Right Of Way Line Of Said County Road No. 315; Thence North 00°09'41" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 805.18 Feet; Thence North 89°50'19" East, A Distance Of 80.00 Feet To Said Easterly Existing Right Of Way Line Of County Road No. 315; Thence South 00°09'41" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 940.87 Feet To The **Point Of Beginning**.

Containing 1.603 Acres, More Or Less.

Also

Part "C"

Fee Simple

A Part Of County Road No. 315 (An 80.00 Foot Right Of Way Per Florida Department Of Transportation Right Of Way Map Section 7156-150) In Section 19, Township 6 South, Range 26 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Southeast Corner Of The Northeast 1/4 Of Section 19, Township 6 South, Range 26 East, Clay County, Florida; Thence South 89°56'41" West, Along The Southerly Line Of Said Northeast 1/4, A Distance Of 2,548.79 Feet To The Centerline Of Construction Of State Road No. 23 (As Per Florida Department Of Transportation Right Of Way Map Section 71493, F.P. No. 4229382 & 4229383); Thence Continue South 89°56'41" West, Along Said Southerly Line Of The Northeast 1/4, A Distance Of 65.03 Feet To The Easterly Existing Right Of Way Line Of County Road No. 315 (An 80.00 Foot Right Of Way As Per Florida Department Of Transportation Right Of Way Map Section 7156-150); Thence South 00°09'41" East, Along Said Easterly Existing Right Of Way Line Of County Road No. 315, A Distance Of 216.46 Feet To The **Point Of Beginning**; Thence Continue South 00°09'41" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 1,525.19 Feet; Thence South 89°50'19" West, A Distance Of 80.00 Feet To The Westerly Existing Right Of Way Line Of Said County Road No. 315; Thence North 00°09'41" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 1,669.00 Feet; Thence South 29°14'56" East, A Distance Of 164.56 Feet To The **Point Of Beginning**.

Containing 2.933 Acres, More Or Less.

07-PE.11-Date: January 11, 2017

T. S. No. N/A  
R/W Map Sheet No. 58  
Tax Parcel No. N/A

This instrument prepared by  
or under the direction of:  
Melissa K. Blackwell  
As Interim Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO.	828.1
SECTION NO.	71493
F.P. NO.	4229383
STATE ROAD NO.	23
COUNTY OF	Clay

### PERPETUAL EASEMENT

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by  
CLAY COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office Box 1366,  
Green Cove Springs, Florida 32043, grantor, to the STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors  
and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar (\$1.00)  
and other valuable considerations paid, the receipt and sufficiency of which is hereby  
acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement  
for the purpose of constructing and maintaining a roadway, in, over, under, upon and through the  
following described land in Clay County, Florida, to wit:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its  
name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said  
Board, the day and year aforesaid.

ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_

Clerk (or Deputy Clerk)

Clay County, Florida,  
By Its Board of County Commissioners

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
It's Chairperson (or Vice-Chairperson)

**Exhibit "A"**

Section No. 71493  
F.P. No. 4229383

State Road No. 23

Clay County

Parcel No. 828

Perpetual Easement

A Part Of Winchester Road (A 60.00 Foot Right Of Way, As Per Battery Bluff, As Recorded In Plat Book 12, Pages 45 - 47, Of The Public Records Of Clay County Florida), Lying In The William Branning Grant, Section 38, Township 5 South, Range 25 East, Said Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Southwest Corner Of The Northwest 1/4 Of Section 16, Township 5 South, Range 25 East, Clay County, Florida; Thence North 00°44'24" West, Along The Westerly Line Of Said Section 16, A Distance Of 2,380.06 Feet To The Centerline Of Construction Of State Road No. 23 (As Per Florida Department Of Transportation Right Of Way Map Section 71493, F.P. No. 4229382 & 4229383), And A Curve To The Right, Having A Radius Of 2,865.00 Feet; Thence Along Said Centerline Of Construction Of State Road No. 23, And Along The Arc Of Said Curve, Through An Angle Of 12°21'41", An Arc Length Of 618.12 Feet, And A Chord Bearing And Distance Of North 72°35'45" West, 616.92 Feet; Thence South 23°35'05" West, A Distance Of 205.72 Feet To The Northeasterly Existing Right Of Way Line Of Winchester Road (A 60.00 Foot Right Of Way, As Per Plat Of Battery Bluff, As Recorded In Plat Book 12, Pages 45 - 47, Of The Public Records Of Said Clay County), And The **Point Of Beginning**; Thence South 30°08'38" East, Along Said Northeasterly Existing Right Of Way Line, A Distance Of 30.70 Feet; Thence South 59°51'22" West, A Distance Of 60.00 Feet To The Southwesterly Existing Right Of Way Line Of Said Winchester Road; Thence North 30°08'38" West, Along Said Southwesterly Existing Right Of Way Line, A Distance Of 93.36 Feet To A Curve To The Right In Said Right Of Way Line, Having A Radius Of 50.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 120°43'15", An Arc Distance Of 105.35 Feet, And A Chord Bearing And Distance Of North 48°14'47" West, 86.92 Feet To A Curve To The Left, Having A Radius Of 2,609.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 03°43'10", An Arc Distance Of 169.36 Feet, And A Chord Bearing And Distance Of South 61°03'44" East, 169.33 Feet To The **Point Of Beginning**.

Containing 6,758 Square Feet, More Or Less.



SECTION 19

LINE NO.	BEARING	DIMENSION
L1	S89°50'19"W	40.00'(C)
L2	S89°50'19"W	40.00'(C)

PRELIMINARY  
Subject to Change

DETAIL SHEET  
S.R. No. 23 (FIRST COAST OUTER BELTWAY)  
FROM THE ST. JOHNS RIVER TO  
C.R. No. 220A (OLD JENNINGS ROAD)

MAPS PREPARED BY: CLARY & ASSOCIATES, INC. P.O. No. 3131 3850 CROWN POINT ROAD JACKSONVILLE, FL 32257	DATA SOURCE: E.F.B. No. 822505  SCALE: 1" = 100'
F.P. No. 4229383	SHEET 33 OF 82

FILE NO. 165-102	THIS MAP IS NOT A SURVEY	
	RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING

[illegible]

SEE SHEET ONE FOR GENERAL NOTES AND LEGEND

08	F.A.P. No. 8886-366-A
13	STATE ROAD No. 23
13	

SECTION 71493

CLAY COUNTY

MAPS PREPARED BY: CLARY & ASSOCIATES, INC. P.O. No. 3131 3850 CROWN POINT ROAD JACKSONVILLE, FL 32257	DATA SOURCE: E.F.B. No. 822505  SCALE: 1" = 100'
F.P. No. 4229383	SHEET 33 OF 82



[illegible]

TOWNSHIP 6 SOUTH, RANGE 26 EAST

SECTION 19

SECTION 18

STATE ROAD NO. 23  
(FIRST COAST OUTER BELTWAY)

CLAY COUNTY, FLORIDA

**THIS MAP IS NOT A SURVEY**

**RIGHT OF WAY MAP**

FLORIDA DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
DISTRICT RIGHT OF WAY SURVEYOR

REV. SHEET NO. \_\_\_\_\_ BY \_\_\_\_\_ DATE \_\_\_\_\_  
REVISION

BY \_\_\_\_\_ DATE \_\_\_\_\_  
CHECKED

F.A.P. No. 8886-366-A

SECTION 71493

STATE ROAD No. 23

CLAY COUNTY

F.P. No. 4229383

SHEET 34 OF 82

LINE NO.	BEARING	DIMENSION
L1	N89°50'19"E	40.00'(C)
L2	N89°50'19"E	40.00'(C)
L3	N89°50'19"E	19.19'(C)
L4	N89°50'19"E	20.81'(C)

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	00°44'51"	11,821.00'(C)	151.63'(C)	151.63'(C)	N31°26'44"W
C2	14°34'35"	1,850.00'(C)	470.65'(C)	469.38'(C)	N07°07'37"E

S.R. No. 23 (FIRST COAST OUTER BELTWAY) FROM THE ST. JOHNS RIVER TO C.R. No. 220A (OLD JENNINGS ROAD)	DATA SOURCE: E.F.B. No. 822505 SCALE: 1" = 100'
MAPS PREPARED BY: CLARY & ASSOCIATES, INC. 3830 CROWN POINT ROAD JACKSONVILLE, FL 32257	

PRELIMINARY  
Subject to Change

DETAIL SHEET

S.R. No. 23 (FIRST COAST OUTER BELTWAY)  
FROM THE ST. JOHNS RIVER TO  
C.R. No. 220A (OLD JENNINGS ROAD)

MAY 1988

FILE NO. T65-702

[illegible]

TOWNSHIP 6 SOUTH, RANGE 26 EAST

RGE 25 EAST  
RGE 26 EAST

SECTION 19

DETAIL "A"  
NOT TO SCALE

STATE ROAD No. 23  
(FIRST COAST OUTER BELTWAY)

SECTION 18

CLAY COUNTY, FLORIDA

THIS MAP IS NOT A SURVEY

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING

APPROVED BY DATE

REV. SHEET NO. JLS 03/07/16

REV. SHEET NO. JLS 01/08/16

REV. SHEET NO. JLS 09/18/15

REV. ESMT. DATA JLS 06/18/15

REVISION BY DATE

FILE NO. T6S-702

P.C. STA. 1013+02.67

FND. NAIL & DISK "CLARY ASSOC."

N.T.S.

SCALE 1" = 100'

REFERENCES P.O.C. STA. 1013+02.67

REFERENCES P.O.C. STA. 1020+00.00

REFERENCES P.O.C. STA. 1030+00.00

REFERENCES P.O.C. STA. 1040+00.00

LINE TABLE

LINE NO.	BEARING	DIMENSION
L1	N89°50'19"E	40.00'(C)
L2	N89°50'19"E	40.00'(C)
L3	N89°50'19"E	19.19'(C)
L4	N89°50'19"E	20.81'(C)

CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	00°44'51"	11,821.00'(C)	151.63'(C)	151.63'(C)	N31°26'44"W
C2	14°34'35"	1,850.00'(C)	470.65'(C)	469.38'(C)	N07°07'37"E

DETAIL SHEET

S.R. No. 23 (FIRST COAST OUTER BELTWAY)  
FROM THE ST. JOHNS RIVER TO  
C.R. No. 220A (OLD JENNINGS ROAD)

MAPS PREPARED BY CLARY & ASSOCIATES, INC.  
3830 CROWN POINT ROAD  
JACKSONVILLE, FL 32257

E.F.B. No. 822505

SCALE: 1" = 100'

F.P. No. 4229383

SHEET 34 OF 82

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

TOWNSHIP 6 SOUTH, RANGE 26 EAST

**SECTION 19**

**SECTION 18**

**STATE ROAD No. 23**  
(FIRST COAST OUTER BELTRAY)

**CLAY COUNTY, FLORIDA**

**DETAIL SHEET**  
S.R. No. 23 (FIRST COAST OUTER BELTRAY)  
FROM THE ST. JOHNS RIVER TO  
C.R. No. 220A (OLD JENNINGS ROAD)

**THIS MAP IS NOT A SURVEY**

**PRELIMINARY**  
Subject to Change

**APPROVED BY:** [Signature] DATE: 03/12/13  
DISTRICT RIGHT OF WAY SURVEYOR

**REVISIONS:**

REV.	SHEET NO.	DATE	BY	DESCRIPTION
1	03/07/13	JLS	03/07/13	ADD 1750, 1750, 1750, 1750
2	03/07/13	JLS	03/07/13	ADD 1750, 1750, 1750, 1750
3	03/07/13	JLS	03/07/13	ADD 1750, 1750, 1750, 1750
4	03/07/13	JLS	03/07/13	ADD 1750, 1750, 1750, 1750
5	03/07/13	JLS	03/07/13	ADD 1750, 1750, 1750, 1750
6	03/07/13	JLS	03/07/13	ADD 1750, 1750, 1750, 1750
7	03/07/13	JLS	03/07/13	ADD 1750, 1750, 1750, 1750
8	03/07/13	JLS	03/07/13	ADD 1750, 1750, 1750, 1750
9	03/07/13	JLS	03/07/13	ADD 1750, 1750, 1750, 1750
10	03/07/13	JLS	03/07/13	ADD 1750, 1750, 1750, 1750

**CURVE DATA**

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	00°44'51"	11,821.00'(C)	151.63'(C)	151.63'(C)	N31°26'44"W
C2	14°34'35"	1,850.00'(C)	470.65'(C)	469.38'(C)	N07°07'37"E

**DETAIL TABLE**

LINE NO.	BEARING	DIMENSION
L1	N89°50'19"E	40.00'(C)
L2	N89°50'19"E	40.00'(C)
L3	N89°50'19"E	19.19'(C)
L4	N89°50'19"E	20.81'(C)

**LEGEND**

SEE SHEET ONE FOR GENERAL NOTES AND LEGEND

**F.A.P. No. 8886-366-A**

**SECTION 71493**

**STATE ROAD No. 23**

**CLAY COUNTY**

**F.P. No. 4229383**

**SHEET 34 OF 82**

[illegible]



03-BSD.03-Date: January 11, 2017

T. S. No. N/A  
R/W Map Sheet No. 48  
Tax Parcel No. N/A

This instrument prepared by  
or under the direction of:  
David M. Robertson  
Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO.	159.1
SECTION NO.	71493
F.P. NO.	4229383
STATE ROAD NO.	23
COUNTY OF	Clay

### COUNTY DEED

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by CLAY COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office Box 1366, Green Cove Springs, Florida 32043, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Clay County, Florida, more particularly described as:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Clerk (or Deputy Clerk)

Clay County, Florida  
By Its Board of County Commissioners

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Its Chairperson  
(or Vice-Chairperson)

**Exhibit "A"**

Section No. 71493  
F.P. No. 4229383

State Road No. 23

Clay County

Parcel 159

Fee Simple Limited Access

A Part Of County Road No. 739B (An 80.00 Foot Right Of Way Per Florida Department Of Transportation Right Of Way Map Section 71523-2601), In Section 23, Township 5 South, Range 25 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Northeast Corner Of The Southwest 1/4 Of Section 23, Township 5 South, Range 25 East, Clay County, Florida; Thence North 89°57'58" West, Along The Northerly Line Of Said Southwest 1/4 Of Section 23, A Distance Of 2,418.20 Feet To The Centerline Of Construction Of State Road No. 23 (As Per Florida Department Of Transportation Right Of Way Map Section 71493, F.P. No. 4229382 & 4229383); Thence South 02°30'54" West, Departing Said Northerly Line Of The Southwest 1/4 Of Section 23, Along Said Centerline Of Construction Of State Road No. 23, A Distance Of 916.05 Feet To The Northerly Existing Right Of Way Line Of County Road No. 739B (An 80.00 Foot Right Of Way Per Florida Department Of Transportation Right Of Way Map Section 71523-2601), And The **Point Of Beginning**; Thence South 89°25'43" East, Departing Said Centerline Of Construction Of State Road No. 23, Along Said Northerly Existing Right Of Way Line Of County Road No. 739B, A Distance Of 162.09 Feet; Thence South 02°30'54" West, Departing Said Northerly Existing Right Of Way Line Of County Road No. 739B, A Distance Of 80.05 Feet To The Southerly Existing Right Of Way Line Of Said County Road No. 739B; Thence Westerly Along Said Southerly Existing Right Of Way Line Of County Road No. 739B, The Following **2 Courses And Distances: (1)** North 89°25'43" West, 162.09 Feet To Said Centerline Of Construction Of State Road No. 23; **(2)** North 89°25'43" West, Departing Said Centerline Of Construction, 162.09 Feet; Thence North 02°30'54" East, Departing Said Southerly Existing Right Of Way Line Of County Road No. 739B, A Distance Of 80.05 Feet To The Said Northerly Existing Right Of Way Line Of County Road No. 739B; Thence South 89°25'43" East, Along Said Northerly Existing Right Of Way Line Of County Road No. 739B, A Distance Of 162.09 Feet To The **Point Of Beginning**.

Containing 0.595 Acres, More Or Less.

Together With All The Rights Of Access, Ingress, Egress, Light, Air And View Between The Grantor's Remaining Property And Any Facility Constructed On The Above Described Property.

07-PE.11-Date: January 11, 2017

T. S. No. N/A  
R/W Map Sheet No. 5, 33, 34  
Tax Parcel No. N/A

This instrument prepared by  
or under the direction of:  
David M. Robertson  
Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO. 829.1  
SECTION NO. 71493  
F.P. NO. 4229383  
STATE ROAD NO. 23  
COUNTY OF Clay

### PERPETUAL EASEMENT

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by  
CLAY COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office Box 1366,  
Green Cove Springs, Florida 32043, grantor, to the STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors  
and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar (\$1.00)  
and other valuable considerations paid, the receipt and sufficiency of which is hereby  
acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement  
for the purpose of general roadway improvements, in, over, under, upon and through the following  
described land in Clay County, Florida, to wit:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its  
name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said  
Board, the day and year aforesaid.



ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Clerk (or Deputy Clerk)

Clay County, Florida, \_\_\_\_\_  
By Its Board of County Commissioners

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
It's Chairperson (or Vice-Chairperson)

**Exhibit "A"**

Section No. 71493  
F.P. No. 4229383

State Road No. 23

Clay County

Parcel No. 829

Perpetual Easement

**Part A**

A Part Of County Road No. 315 (An 80.00 Foot Right Of Way Per Florida Department Of Transportation Right Of Way Map Section 7156-150) In Section 19, Township 6 South, Range 26 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Southeast Corner Of The Northeast 1/4 Of Section 19, Township 6 South, Range 26 East, Clay County, Florida; Thence South 89°56'41" West, Along The Southerly Line Of Said Northeast 1/4, A Distance Of 2,548.79 Feet To The Centerline Of Construction Of State Road No. 23 (As Per Florida Department Of Transportation Right Of Way Map Section 71493, F.P. No. 4229382 & 4229383); Thence Continue South 89°56'41" West, Along Said Southerly Line Of The Northeast 1/4 Of Section 19, A Distance Of 105.03 Feet To The Baseline Of Survey Of County Road No. 315 (An 80.00 Foot Right Of Way As Per Florida Department Of Transportation Right Of Way Map Section 7156-150); Thence South 00°09'41" East, Along Said Baseline Of Survey, A Distance Of 1,741.73 Feet To The **Point Of Beginning**; Thence North 89°50'19" East, A Distance Of 40.00 Feet To The Easterly Existing Right Of Way Line Of Said County Road No. 315; Thence South 00°09'41" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 803.00 Feet; Thence South 89°50'19" West, A Distance Of 80.00 Feet To The Westerly Existing Right Of Way Line Of Said County Road No. 315; Thence North 00°09'41" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 803.00 Feet; Thence North 89°50'19" East, A Distance Of 40.00 Feet To The **Point Of Beginning**.

Containing 1.475 Acres, More Or Less.

Also

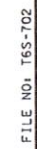
**Part B**

A Part Of County Road No. 315 (An 80.00 Foot Right Of Way Per Florida Department Of Transportation Right Of Way Map Section 7156-150) In Section 19, Township 6 South, Range 26 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Southeast Corner Of The Northeast 1/4 Of Section 19, Township 6 South, Range 26 East, Clay County, Florida; Thence South 89°56'41" West, Along The Southerly Line Of Said Northeast 1/4, A Distance Of 2,548.79 Feet To The Centerline Of Construction Of State Road No. 23 (As Per Florida Department Of Transportation Right Of Way Map Section 71493, F.P. No. 4229382 & 4229383); Thence Continue South 89°56'41" West, Along Said Southerly Line Of The Northeast 1/4 Of Section 19, A Distance Of 105.03 Feet To The Baseline Of Survey Of County Road No. 315 (An 80.00 Foot Right Of Way As Per Florida Department Of Transportation Right Of Way Map Section 7156-150); Thence North 00°09'41" West, Along Said Baseline Of Survey, A Distance Of 1,386.81 Feet To The **Point Of Beginning**; Thence South 89°50'19" West, A Distance

Of 40.00 Feet To The Westerly Existing Right Of Way Line Of County Road No. 315; Thence North 00°09'41" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 799.85 Feet; Thence North 89°50'19" East, A Distance Of 80.00 Feet To The Easterly Existing Right Of Way Line Of Said County Road No. 315; Thence South 00°09'41" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 799.85 Feet; Thence South 89°50'19" West, A Distance Of 40.00 Feet To The **Point Of Beginning**.

Containing 1.469 Acres, More Or Less.



MAPS PREPARED BY: CLARY & ASSOCIATES, INC. L.B. No. 5731 3830 CROWN POINT ROAD JACKSONVILLE, FL 32257	DATA SOURCE: E.F.B. No. 822505  SCALE: 1" = 100'
F.P. No. 4229383	SHEET 48 OF 81

# DETAIL SHEET

R. No. 23 (FIRST COAST OUTER BELTWAY  
FROM THE ST. JOHNS RIVER TO  
C.R. No. 220A (OLD JENNINGS ROAD))

03-BSD.03-Date: January 11, 2017

T. S. No. N/A  
R/W Map Sheet No. 54, 55  
Tax Parcel No. N/A

This instrument prepared by  
or under the direction of:  
David M. Robertson  
Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO. 160.1  
SECTION NO. 71493  
F.P. NO. 4229383  
STATE ROAD NO. 23  
COUNTY OF Clay

### COUNTY DEED

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by CLAY COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office Box 1366, Green Cove Springs, Florida 32043, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Clay County, Florida, more particularly described as:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.



ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_

Clerk (or Deputy Clerk)

Clay County, Florida

By Its Board of County Commissioners

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its Chairperson

(or Vice-Chairperson)

Exhibit "A"

Section No. 71493  
F.P. No. 4229383

State Road No. 23

Clay County

Parcel 160

Fee Simple Limited Access

A Part Of County Road No. 739 (A Variable Width Right Of Way As Now Established), In Sections 9 And 16, Township 5 South, Range 25 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Southeast Corner Of The Northwest 1/4 Of Section 16, Township 5 South, Range 25 East, Clay County, Florida; Thence North 00°22'07" West, Along The Easterly Line Of Said Northwest 1/4 Of Section 16, A Distance Of 2,472.11 Feet To A Point On The Centerline Of Construction Of State Road No. 23 (As Per Florida Department Of Transportation Right Of Way Map Section 71493, F.P. No. 4229382 & 4229383), Said Point Being On The Arc Of A Curve, To The Left, Having A Radius Of 22,918.00 Feet; Thence From A Tangent Bearing Of South 84°53'10" West, Run Southwesterly, Departing Said Easterly Line Of Said Northwest 1/4 Of Section 16, Along Said Centerline Of Construction Of State Road No. 23, And Along The Arc Of Said Curve, Through A Central Angle Of 00°23'46", An Arc Length Of 158.49 Feet To A Point Of Tangency; Thence South 84°29'23" West, Along Said Centerline Of Construction Of State Road No. 23, A Distance Of 1,120.12 Feet To The Easterly Existing Right Of Way Line Of County Road No. 739, (A Variable Width Right Of Way As Now Established), And The **Point Of Beginning**; Thence South 00°33'25" East, Departing Said Centerline Of Construction Of State Road No. 23, Along Said Easterly Existing Right Of Way Line Of Said County Road No. 739, A Distance Of 536.35 Feet; Thence South 89°26'35" West, Departing Said Easterly Existing Right Of Way Line Of County Road No. 739, A Distance Of 94.00 Feet To The Westerly Existing Right Of Way Line Of Said County Road No. 739; Thence Northerly Along Said Westerly Existing Right Of Way Line Of County Road No. 739, The Following **3 Courses And Distances**: (1) North 00°33'25" West, 528.21 Feet To Said Centerline Of Construction Of State Road No. 23; (2) North 00°33'25" West, Departing Said Centerline Of Construction, 287.94 Feet (3) North 00°22'25" West, 256.67 Feet; Thence North 89°37'35" East, Departing Said Westerly Existing Right Of Way Line Of County Road No. 739, A Distance Of 94.00 Feet To Said Easterly Existing Right Of Way Line Of County Road No. 739; Thence Southerly Along Said Easterly Existing Right Of Way Line Of County Road No. 739, The Following **2 Courses And Distances**: (1) South 00°22'25" East, 256.52 Feet; (2) South 00°33'25" East 279.64 Feet To The **Point Of Beginning**.

Containing 2.315 Acres, More Or Less.

Together With All The Rights Of Ingress, Egress, Light, Air And View Between The Grantor's Remaining Property And Any Facility Constructed On The Above Described Property.

07-PE.11-Date: January 11, 2017

T. S. No. N/A  
R/W Map Sheet No. 13, 54  
Tax Parcel No. N/A

This instrument prepared by  
or under the direction of:  
David M. Robertson  
Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO.	830.1
SECTION NO.	71493
F.P. NO.	4229383
STATE ROAD NO.	23
COUNTY OF	Clay

### PERPETUAL EASEMENT

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by  
CLAY COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office Box 1366,  
Green Cove Springs, Florida 32043, grantor, to the STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors  
and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar (\$1.00)  
and other valuable considerations paid, the receipt and sufficiency of which is hereby  
acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement  
for the purpose of roadway improvements, in, over, under, upon and through the following described  
land in Clay County, Florida, to wit:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its  
name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said  
Board, the day and year aforesaid.

ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Clerk (or Deputy Clerk)

Clay County, Florida, \_\_\_\_\_  
By Its Board of County Commissioners

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
It's Chairperson (or Vice-Chairperson)

**Exhibit "A"**

Section No. 71493  
F.P. No. 4229383

State Road No. 23

Clay County

Parcel No. 830

Perpetual Easement

**Part A**

A Part Of County Road No. 739 (A Variable Width Right Of Way As Now Established), In Section 9, Township 5 South, Range 25 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Southeast Corner Of The Northwest 1/4 Of Section 16, Township 5 South, Range 25 East, Clay County, Florida; Thence North 00°22'07" West, Along The Easterly Line Of Said Northwest 1/4 Of Section 16, A Distance Of 2,472.11 Feet To The Centerline Of Construction Of State Road No. 23 (As Per Florida Department Of Transportation Right Of Way Map Section 71493, F.P. No. 4229382 & 4229383), And A Curve To The Left Having A Radius Of 22,918.00 Feet; Thence Along Said Centerline Of Construction The Following 2 Courses And Distances: 1) Along The Arc Of Said Curve, Through An Angle Of 00°23'46", An Arc Length Of 158.49 Feet And A Chord Bearing And Distance Of South 84°41'16" West, 158.49 Feet To A Point Of Tangency; 1) South 84°29'23" West, A Distance Of 1,174.32 Feet To The Baseline Of Survey Of County Road No. 739, (A Variable Width Right Of Way As Now Established); Thence South 00°33'25" East, Along Said Baseline Of Survey, A Distance Of 531.67 Feet To The **Point Of Beginning**; Thence North 89°26'35" East, A Distance Of 54.00 Feet To The Easterly Existing Right Of Way Line Of Said County Road No. 739; Thence South 00°33'25" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 800.00 Feet; Thence South 89°26'35" West, A Distance Of 94.00 Feet To The Westerly Existing Right Of Way Line Of Said County Road No. 739; Thence North 00°33'25" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 800.00 Feet; Thence North 89°26'35" East, A Distance Of 40.00 Feet To The **Point Of Beginning**.

Containing 1.726 Acres, More Or Less.

Also

**Part B**

A Part Of County Road No. 739 (A Variable Width Right Of Way As Now Established), In Section 9, Township 5 South, Range 25 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Southeast Corner Of The Northwest 1/4 Of Section 16, Township 5 South, Range 25 East, Clay County, Florida; Thence North 00°22'07" West, Along The Easterly Line Of Said Northwest 1/4 Of Section 16, A Distance Of 2,472.11 Feet To The Centerline Of Construction Of State Road No. 23 (As Per Florida Department Of Transportation Right Of Way Map Section 71493, F.P. No. 4229382 & 4229383), And A Curve To The Left Having A Radius Of 22,918.00 Feet; Thence Along Said Centerline Of Construction The Following 2 Courses And Distances: 1) Along The Arc Of Said Curve, Through An Angle Of 00°23'46", An Arc Length Of 158.49 Feet And A Chord Bearing And Distance Of South 84°41'16" West, 158.49 Feet To A Point Of Tangency; 1)



South 84°29'23" West, A Distance Of 1,174.32 Feet To The Baseline Of Survey Of County Road No. 739, (A Variable Width Right Of Way As Now Established); Thence North 00°28'12" West, Along Said Baseline Of Survey, A Distance Of 541.02 Feet To The **Point Of Beginning**; Thence South 89°37'35" West, A Distance Of 40.00 Feet To The Westerly Existing Right Of Way Line Of Said County Road No. 739; Thence Along Said Westerly Existing Right Of Way Line, The Following 5 Courses And Distances: 1) North 00°22'25" West, 353.97 Feet; 2) South 89°34'48" West, 2.00 Feet; 3) North 00°22'25" West, 279.82 Feet; 4) North 89°37'45" East, 2.00 Feet; 5) North 00°22'25" West, 166.20 Feet; Thence North 89°37'35" East, A Distance Of 80.00 Feet To The Easterly Existing Right Of Way Line Of Said County Road No. 739; Thence Along Said Easterly Existing Right Of Way Line The Following 3 Courses And Distances: 1) South 00°22'25" East, 47.78 Feet; 2) North 88°57'28" East, 14.00 Feet; 3) South 00°22'25" East, 752.38 Feet; Thence South 89°37'35" West, A Distance Of 54.00 Feet To The **Point Of Beginning**.

Containing 1.724 Acres, More Or Less.

SEE SHEET 57



MAPS PREPARED BY: CLARY & ASSOCIATES, INC. L.B. No. 3731 3830 CROWN POINT ROAD JACKSONVILLE, FL 32257	DATA SOURCE: E.F.B. No. 822505  SCALE: 1" = 50'
E.P. No. 4229383	SHEET 55 OF 81

03-BSD.03-Date: January 11, 2017

T. S. No. N/A  
R/W Map Sheet No. 62, 63  
Tax Parcel No. N/A

This instrument prepared by  
or under the direction of:  
David M. Robertson  
Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO. 170.1  
SECTION NO. 71493  
F.P. NO. 4229383  
STATE ROAD NO. 23  
COUNTY OF Clay

### COUNTY DEED

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by CLAY COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office Box 1366, Green Cove Springs, Florida 32043, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Clay County, Florida, more particularly described as:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Clerk (or Deputy Clerk)

Clay County, Florida  
By Its Board of County Commissioners

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Its Chairperson  
(or Vice-Chairperson)



**Exhibit "A"**

Section No. 71493  
F.P. No. 4229383

State Road No. 23

Clay County

Parcel 170

Fee Simple Limited Access

A Part Of County Road No. 220 (A 100.00 Foot Right Of Way As Per Florida Department Of Transportation Right Of Way Map Section 7158-250), In Section 6, Township 5 South, Range 25 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Northeast Corner Of Section 6, Township 5 South, Range 25 East, Clay County, Florida; Thence South 89°33'40" West, Along The Northerly Line Of Said Section 6, A Distance Of 1,969.31 Feet To The Centerline Of Construction Of State Road No. 23 (As Per Florida Department Of Transportation Right Of Way Map Section 71493, F.P. No. 4229382 & 4229383); Thence South 12°49'24" West, Departing Said Northerly Line Of Said Section 6, And Along Said Centerline Of Construction Of State Road No. 23, A Distance Of 504.26 To A Point On A Curve, Concave Easterly, Having A Radius Of 5,775.00 Feet, A Chord Bearing And Distance Of South 05°27'51" West, 1,479.43 Feet; Thence Southerly, Continuing Along Said Centerline Of Construction Of State Road No. 23, And Along The Arc Of Said Curve, Through A Central Angle Of 14°43'06", An Arc Length Of 1,483.51 Feet To The Northwestern Existing Right Of Way Line Of County Road No. 220 (A 100.00 Foot Right Of Way Per Florida Department Of Transportation Right Of Way Map Section 7158-250), And The **Point Of Beginning**; Thence Northeasterly, Along Said Northwestern Existing Right Of Way Line Of County Road No. 220, Run The Following **2 Courses And Distances**: (1) North 37°17'05" East, 290.60 Feet To A Point On A Curve, Concave Southeasterly, Having A Radius Of 1,195.82 Feet, A Chord Bearing And Distance Of North 43°07'26" East, 243.29 Feet; (2) Northeasterly, Along The Arc Of Said Curve, Through A Central Angle Of 11°40'38", An Arc Length Of 243.71 Feet To A Point On A Curve, Concave Southeasterly, Having A Radius Of 1,816.00 Feet, A Chord Bearing And Distance Of South 18°55'05" West, 239.14 Feet; Thence Southwesterly, Departing Said Northwestern Existing Right Of Way Line Of County Road No. 220, And Along The Arc Of Said Curve, Through A Central Angle Of 07°33'02", An Arc Length Of 239.31 Feet To The Southeasterly Existing Right Of Way Line Of County Road No. 220, And A Point On A Curve, Concave Southeasterly, Having A Radius Of 1,095.82 Feet, A Chord Bearing And Distance Of South 37°40'44" West, 15.07 Feet; Thence Southwesterly, Along Said Southeasterly Existing Right Of Way Line Of County Road No. 220, Run The Following **3 Courses And Distances**: (1) Along The Arc Of Said Curve, Through A Central Angle Of 00°47'17", An Arc Length Of 15.07 Feet To A Point Of Tangency; (2) South 37°17'05" West, Along Said Southeasterly Existing Right Of Way Line Of County Road No. 220, A Distance Of 409.98 Feet To Said Centerline Of Construction Of State Road No. 23; (3) South 37°17'05" West, Departing Said Centerline Of Construction Of State Road No. 23, A Distance Of 332.70 Feet To A Point On A Curve, Concave Easterly, Having A Radius Of 4,702.00 Feet, A Chord Bearing And Distance Of North 06°00'31" West, 145.83 Feet; Thence Northerly, Departing Said Southeasterly Existing Right Of Way Line Of County Road No. 220, Along The Arc Of Said Curve, Through A Central Angle Of 01°46'37", An Arc Length Of 145.83 Feet To The Northwestern Existing Right Of Way Line Of Said County Road No. 220; Thence North 37°17'05" East, Along Said Northwestern Existing Right Of Way Line Of County Road No. 220, A Distance Of 345.94 To The **Point Of Beginning**.

Containing 1.884 Acres, More Or Less.

Together With All The Rights Of Ingress, Egress, Light, Air And View Between The Grantor's Remaining Property And Any Facility Constructed On The Above Described Property.



07-PE.11-Date: January 11, 2017

T. S. No. N/A  
R/W Map Sheet No. 16, 61, 62  
Tax Parcel No. N/A

This instrument prepared by  
or under the direction of:  
David M. Robertson  
Chief Counsel District Two  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, Florida 32025-5874

PARCEL NO.	831.1
SECTION NO.	71493
F.P. NO.	4229383
STATE ROAD NO.	23
COUNTY OF	Clay

### PERPETUAL EASEMENT

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by  
CLAY COUNTY, FLORIDA, a political subdivision of the State of Florida, Post Office Box 1366,  
Green Cove Springs, Florida 32043, grantor, to the STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors  
and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar (\$1.00)  
and other valuable considerations paid, the receipt and sufficiency of which is hereby  
acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement  
for the purpose of roadway improvements, in, over, under, upon and through the following described  
land in Clay County, Florida, to wit:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its  
name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said  
Board, the day and year aforesaid.

ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_

Clerk (or Deputy Clerk)

Clay County, Florida, \_\_\_\_\_

By Its Board of County Commissioners

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

It's Chairperson (or Vice-Chairperson)

## Exhibit "A"

Section No. 71493  
F.P. No. 4229383

State Road No. 23

Clay County

Parcel No. 831

Perpetual Easement

### Part A

A Part Of County Road No. 220 (A 100.00 Foot Right Of Way As Per Florida Department Of Transportation Right Of Way Map Section 7158-250), In Section 6, Township 5 South, Range 25 East, Clay County, Florida, Being More Particularly Described As Follows:

**Commence** At The Northeast Corner Of Section 6, Township 5 South, Range 25 East, Clay County, Florida; Thence South 89°33'40" West, Along The Northerly Line Of Said Section 6, A Distance Of 1,969.31 Feet To The Centerline Of Construction Of State Road No. 23 (As Per Florida Department Of Transportation Right Of Way Map Section 71493, F.P. No. 4229382 & 4229383); Thence Along Said Centerline Of Construction Of State Road No. 23, The Following 2 Courses And Distances: 1) South 12°49'24" West, 504.26 feet To A Curve To The Left, Having A Radius Of 5,775.00 Feet; 2) Along The Arc Of Said Curve, Through An Angle Of 18°40'23", An Arc Distance Of 1,882.10 Feet And A Chord Bearing And Distance Of South 03°29'13" West, 1,873.78 Feet; Thence South 84°09'02" West, A Distance Of 222.37 Feet To The Southeasterly Existing Right Of Way Line Of County Road No. 220 (A 100.00 Foot Right Of Way Per Florida Department Of Transportation Right Of Way Map Section 7158-250), And The **Point Of Beginning**; Thence South 37°17'05" West, Along Said Southeasterly Existing Right Of Way Line, A Distance Of 1,383.55 Feet; Thence North 52°42'55" West, A Distance Of 100.00 Feet To The Northwesterly Existing Right Of Way Line Of Said County Road No. 220; Thence North 37°17'05" East, Along Said Northwesterly Existing Right Of Way Line, A Distance Of 1,489.70 Feet To A Curve To The Left, Having A Radius Of 4,702.00 Feet; Thence Along The Arc Of Said Curve, Through An Angle Of 01°46'37", An Arc Distance Of 145.83 Feet And A Chord Bearing And Distance Of South 06°00'31" East, 145.83 Feet To The **Point Of Beginning**.

Containing 3.297 Acres, More or Less.

Also

### Part B

A Part Of County Road No. 220 (A 100.00 Foot Right Of Way As Per Florida Department Of Transportation Right Of Way Map Section 7158-250), In Section 6, Township 5 South, Range 25 East, Clay County, Florida, Being More Particularly Described As Follows:

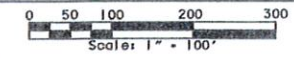
**Commence** At The Northeast Corner Of Section 6, Township 5 South, Range 25 East, Clay County, Florida; Thence South 89°33'40" West, Along The Northerly Line Of Said Section 6, A Distance Of 1,969.31 Feet To The Centerline Of Construction Of State Road No. 23 (As Per Florida Department Of Transportation Right Of Way Map Section 71493, F.P. No. 4229382 & 4229383); Thence Along Said Centerline Of Construction Of State Road No. 23, The Following 2 Courses And Distances: 1) South 12°49'24" West, 504.26 Feet To A Curve To The Left, Having A Radius Of 5,775.00 Feet; 2)

Along The Arc Of Said Curve, Through An Angle Of  $10^{\circ}31'34''$ , An Arc Distance Of 1,060.95 Feet And A Chord Bearing And Distance Of South  $07^{\circ}33'37''$  West, 1,059.46 Feet; Thence South  $87^{\circ}42'09''$  East, A Distance Of 341.14 Feet To The Northwesternly Existing Right Of Way Line Of County Road No. 220 (A 100.00 Foot Right Of Way Per Florida Department Of Transportation Right Of Way Map Section 7158-250), And A Curve To The Right, Having A Radius Of 1,195.82 Feet, And The **Point Of Beginning**; Thence Along Said Northwesternly Existing Right Of Way Line, And The Arc Of Said Curve, Through An Angle Of  $41^{\circ}00'08''$ , An Arc Distance Of 855.76 Feet And A Chord Bearing And Distance Of North  $69^{\circ}27'47''$  East, 837.61 Feet To The Point Of Tangency; Thence North  $89^{\circ}57'51''$  East, Along Said Northerly Existing Right Of Way Line Of County Road No. 220, A Distance Of 639.88 Feet; Thence South  $00^{\circ}02'09''$  East, A Distance Of 100.00 Feet To The Southerly Existing Right Of Way Line Of Said County Road No. 220; Thence South  $89^{\circ}57'51''$  West, Along Said Southerly Existing Right Of Way Line, A Distance Of 639.88 Feet To The Point Of Curvature Of A Curve To The Left, Having A Radius Of 1,095.82 Feet; Thence Along The Southeasterly Existing Right Of Way Line Of County Road No. 220, And The Arc Of Said Curve, Through An Angle Of  $51^{\circ}53'30''$ , An Arc Distance Of 992.46 Feet And A Chord Bearing And Distance Of South  $64^{\circ}01'06''$  West, 958.89 Feet To A Point On A Curve To The Right, Having A Radius Of 1,816.00 Feet; Thence Along The Arc Of Said Curve Through An Angle Of  $07^{\circ}33'02''$ , An Arc Distance Of 239.32 Feet And A Chord Bearing And Distance Of North  $18^{\circ}55'05''$  East, 239.15 Feet To The **Point Of Beginning**.

Containing 3.588 Acres, More Or Less.



TOWNSHIP 5 SOUTH, RANGE 25 EAST



CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	00°52'30"	4,706.81'(C)	71.87'(C)	71.87'(C)	N13°15'56"W
C2	02°03'26"	4,706.81'(C)	168.99'(C)	168.98'(C)	S11°47'58"E
C3	00°47'42"	4,706.81'(C)	65.31'(C)	65.31'(C)	N10°22'24"W
C4	01°23'31"	4,702.00'(C)	114.23'(C)	114.23'(C)	N07°35'35"W
C5	01°46'37"	4,702.00'(C)	145.83'(C)	145.83'(C)	N06°00'31"W
C6	07°33'02"	1,816.00'(C)	239.31'(C)	239.14'(C)	S18°55'05"W
C7	00°47'17"	1,095.82'(C)	15.07'(C)	15.07'(C)	S37°40'44"W
C8	21°56'31"	1,195.82'(C)	457.95'(C)	455.16'(C)	N59°55'57"E
C9	41°00'08"	1,195.82'(C)	855.76'(C)	837.61'(C)	N69°27'46"E
C10	39°22'25"	1,095.82'(C)	753.05'(C)	738.32'(C)	N57°45'35"E
C11	51°53'29"	1,095.82'(C)	992.46'(C)	958.88'(C)	N64°01'07"E
C12	03°07'26"	1,816.00'(C)	99.01'(C)	99.00'(C)	S13°34'55"W
C13	00°09'05"	5,601.00'(C)	14.81'(C)	14.81'(C)	S07°24'14"E
C14	01°07'25"	5,601.00'(C)	109.85'(C)	109.85'(C)	S08°02'29"E
C15	01°42'37"	5,601.00'(C)	167.18'(C)	167.17'(C)	N09°27'30"W
C16	07°57'55"	1,816.00'(C)	252.46'(C)	252.26'(C)	N26°40'32"E

LINE TABLE		
LINE NO.	BEARING	DIMENSION
L1	N83°01'57"W	52.89'(C)
L2	N11°43'06"W	168.90'(C)
L3	S83°01'57"E	52.64'(C)
L4	S82°36'53"E	51.64'(C)
L5	S09°46'39"E	167.46'(C)
L6	N82°36'53"W	52.61'(C)
L7	S89°14'01"W	91.17'(C)

REFERENCES  
EQUATION  
P.C.C. STA. 1652+96.07 AH  
STA. 1652+13.27 BK

REFERENCES  
P.O.C. STA. 1660+00.00

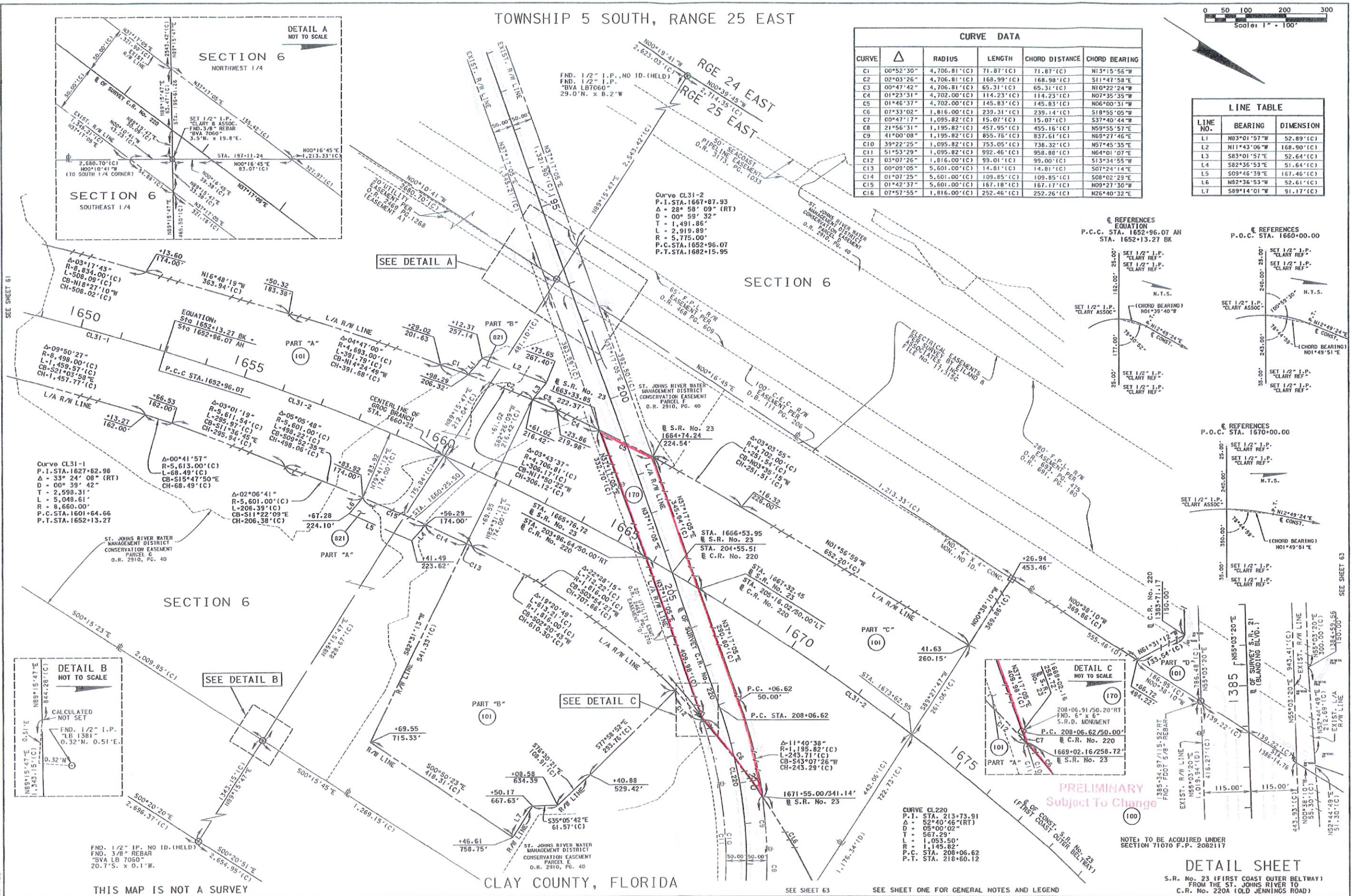
REFERENCES  
P.O.C. STA. 1670+00.00

REFERENCES  
P.O.C. STA. 1670+00.00

PRELIMINARY  
Subject To Change

NOTE: TO BE ACQUIRED UNDER  
SECTION 71070 F.P. 2082117

DETAIL SHEET  
S.R. No. 23 (FIRST COAST OUTER BELTWAY)  
FROM THE ST. JOHNS RIVER TO  
C.R. No. 220A (OLD JENNINGS ROAD)



RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPPING	APPROVED BY _____ DATE _____ DISTRICT RIGHT OF WAY SURVEYOR	BY _____ DATE _____ PRELIM J. SHEPARD 08/04/08 FINAL J. SHEPARD 09/12/13 CHECKED J. COLLIER 09/12/13	F.A.P. No. N/A STATE ROAD No. 23	SECTION 71493 CLAY COUNTY	MAPS PREPARED BY: CLAY & ASSOCIATES, INC. L.B. No. 3731 3630 CHURCH POINT ROAD JACKSONVILLE, FL. 32257 F.P. No. 4229383	DATA SOURCE: EFB No. R22505 SCALE: 1" = 100' SHEET 62 OF 81
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FILE NO: 76S-702





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, April 4 3:00 PM

TO: Finance and Audit Committee

DATE: 3/27/2017

FROM: Administrative and  
Contractual Services

SUBJECT: Approval of Agreement #14/15-97 AD1 with NEOGOV, along with sole source and advance payment authorization, for onboarding services to support the process of onboarding employees, for a period of one year, at the cost of \$11,000.00. Funding Sources: 001-0107-552700 and 549300 (General Fund / MIS / Computer Software and Training) (T. Nagle)

AGENDA ITEM TYPE:

---

**BACKGROUND INFORMATION:**

This allows for the addition of an onboarding module to the existing NEOGOV application to achieve a more effective means of onboarding employees.

Is Funding Required (Yes/No):  
**Yes**

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

Funding Source: General Fund / MIS / Computer Software and Training

Account 001-0107-552700 Amount - \$9,000.00

Account 001-0107-549300 Amount - \$2,000.00

Sole Source (Yes/No):  
**Yes**

Advanced Payment  
(Yes/No):  
**Yes**

Planning Requirements:

Public Hearing Required (Yes\No):

**No**

Hearing Type:

Initiated By:

Not Applicable

**ATTACHMENTS:**

Description

- ▣ Sole Source Document
- ▣ NEOGOV Agreement 14/15-97 AD1

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	3/29/2017 - 9:55 AM	
County Manager	Slaybaugh, Jaclyn	Approved	3/29/2017 - 1:33 PM	

# CLAY COUNTY, FLORIDA

## Sole Source Justification

Vendor: NEOGOV \_\_\_\_\_

Commodity: NEOGOV \_\_\_\_\_

Estimated annual expenditure for the above commodity or service: \$ 11,000.00 \_\_\_\_\_

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. X \_\_\_\_\_ 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.

MZS  
DEPARTMENT

\_\_\_\_\_  
DIVISION

\_\_\_\_\_  
DATE

[Signature]  
DEPARTMENT/DIVISION DIRECTOR

\_\_\_\_\_  
COUNTY MANAGER

(PURCHASING USE ONLY)

SOLE SOURCE AUTHORIZATION

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DISAPPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

REASON: \_\_\_\_\_



# MIS Division

## Memo

**To:** Karen Thomas, Director of Administrative and Contractual Services

**From:** Troy Nagle, MIS Manager/911 Coordinator *SN*

**Date:** February 15, 2017

**Re:** Sole Source Justification for NEOGOV

---

Please consider this a request for Sole Source status for NEOGOV for the addition of the onboarding module. This module interfaces directly with the application process to provide a paperless onboarding system. Other products would require customer interfacing to NEOGOV's application process.

Please let me know if you have any questions in this regards.

RECEIVED

MAR 17 2017

## AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE

BCC

F&amp;A 4-4-17

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

Clay County Attorney's Office

DATE: 03/14/2017

Staff Member Preparing Form: Troy Nagle

Department Submitting Contract: MIS

Vendor Name: NEOGOV

Contract Title: ADD ADDITIONAL SERVICES TO NEOGOV ( Add Onboarding)

## SUMMARY (TO BE COMPLETED BY DEPARTMENT)

1. New Contract	Y	N	9. Contract Amount (*Detail negotiation efforts below): \$11,000.00
2. Renewal/Amend./Supplement	Y	N	10. Last Year's Price (*If increase explain below): N/A
3. Sole Source **(explain below)	Y**	N	11. Date of Original Contract: N/A
4. Quotes/bid policy met	Y	N	12. Number of Renewals: N/A
5. Need to waive bid policy	Y	N	13. Length of Term: 1 YEAR
6. Automatic renewal	n/a	N	
7. Standard Addendum Executed	Y	N	Requested Action: Approve contract to add onboarding services.
8. Advance Payment Required	Y	N	

## Funding Source

Account Number:

001-0107-552700

001-0107-549300

Account Name: GENERAL FUND-MIS  
COMPUTER SOFTWARE  
TRAINING

Background/Purpose: Add Onboarding Module to current NEOGOV Application

## Approvals

Purchasing:	No Changes	With Changes
3-16-17		

OK 3-27-17

Recommended Changes: Section 9. (b) will need to be modified as it conflicts with the Purchasing Policy by contemplating more than two lyr renewals. \* There are multiple Exhibit A's (See Section 10. (a); page 6 of 9-9 of 9; and the Service Agreement are ALL labeled Exhibit A. \* Section 10, I don't think this is wise as we did not bid this service, i.e. no control over the requirements...

Budget:	No Changes	With Changes
3-16-17		

Finance:	No Changes	With Changes
3/16/17		

\*Price Negotiation Efforts:

County Attorney:	No Changes	With Changes
3-18-17		

see Davis changes

\*\* Sole Source Explanation: Sole Source approved for NEOGOV- request approval for this module to be sole sourced.

RECEIVED  
PURCHASING DIVISION  
2017 MAR 14 A 10:24  
CLAY COUNTY BOARD OF COMMISSIONERS



CONTRACT/AGREEMENT# 14/15-97 AD1

This Contract for Onboarding Module for GovernmentJobs.com, Inc., is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Board of County Commissioners of Clay County, Florida (hereinafter referred to as the "County"), whose address is 477 Houston Street, Green Cove Springs, FL 32043, and GovernmentJobs.com, Inc. d/b/a/ NEOGOV (hereinafter referred to as the "Contractor") a California Corporation, with a place of business at 222 N Sepulveda Blvd. #2000, El Segundo, CA 90245.

RECITALS

WHEREAS, the parties have previously entered into a Contract for the licensing, maintenance, and support of NEOGOV software as described in Agreement/ Contract #14/15-97 which has expired; and

WHEREAS, the County has continued to pay for maintenance on the original NEOGOV Software via purchase order; and

WHEREAS, the County wishes to enter into this Service Agreement, to add the Onboarding Module from NEOGOV to support the process of onboarding employees more effectively; and

WHEREAS, the Contractor's Service Agreement is attached hereto and made part hereof as Exhibit A; and

WHEREAS, Clay County's Standard Addendum to all Contracts and Agreements and the Scrutinized Companies Certification are both attached hereto and made part hereof as Composite Exhibit B; and

NOW THEREFORE, the parties agree as follows:

1. This Contract shall begin upon execution by both parties whichever is later, and shall end (12) months from the entered into date hereof unless terminated earlier by either party hereto.
2. The total price for the licensing, maintenance and support of NEOGOV Onboarding Module will be \$11,000.00 in year one as described in Exhibit A.

WITNESETH

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

GovernmentJobs.com, Inc.  
d/b/a NEOGOV  
222 N Sepulveda Blvd #2000  
El Segundo, CA 90245

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
Wayne Bolla, Chairman

Print: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST FOR CLAY COUNTY:

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

**Service Agreement**

**THIS ONLINE SERVICES AGREEMENT** (this “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a “NEOGOV”), and **Clay County, Florida** a public entity acting by and through its duly appointed representative (“Customer”).

1. **Provision of Online Services.**

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the “Services”) more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder.

(b) NEOGOV shall implement and maintain a Project Change process and associated Change Control Document (CCD) to manage and approve any changes to the Order Form and/or Order Details as herein described. The CCD will include the reason for the change, a complete description of work to be performed, an estimate of time to complete the task, associated costs, a completion date for the CCD Statement of Work and an impact analysis indicating ramifications or impacts to the overall project. No work within the CCD shall be performed by NEOGOV without Customer approval.

2. **Additional NEOGOV Responsibilities.** In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. **Customer Responsibilities.** In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) NEOGOV's logos, including the “powered by” logo, will appear on the “employment opportunities”, “job description” and other NEOGOV hosted pages.

(b) Customer shall be responsible for ensuring that Customer’s use of the Services and the performance of Customer’s other obligations hereunder comply with all laws applicable to Customer.

(c) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV’s system.

4. **Ownership, Protection and Security.**

(a) The parties agree that the NEOGOV marks and the Customer marks may both be displayed on and through NEOGOV’s system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

## 5. **NEOGOV Representations and Warranties.**

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the State of Florida, redistribute, market, publish, disclose or divulge to any

other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. **Liability Limitations.**

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

**(c) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. **Term and Termination.**

(a) This Agreement shall commence as of the date hereof and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term. Renewals are not automatic.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of last date of use (and provided within notification of termination of this Agreement), NEOGOV shall provide Customer with either read only access or a dedicated data file from the Insight system (flat



file format). The dedicated data files will be comprised of Customer's standard data contained in NEOGOV's Insight system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database.

10. **Payments**.

(a) *Initial Term*. See Exhibit A (Order Form).

(b) *Renewal Term(s)*. For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure**. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. **Miscellaneous**. Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

**Customer**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GovernmentJobs.com, Inc.**, a California corporation

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Order Form****Customer:****Clay County, FL****Requested Service Date:** TBD **Initial Term:** 12 Months**1.0 NEOGOV Insight**1.1 License Subscription & Maintenance  
(purchased in 2015)**\$13,534.00****paid****2.0 NEOGOV ONBOARD**

2.1 License Subscription &amp; Maintenance

**\$7,000.00**

4.0 Under NEOGOV Services-Provisioning

**\$2,000.00**

On-line User Training

**\$2,000.00****Onboard Total: \$11,000.00**

<sup>1</sup>More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Additionally, during the term of any subscription license, the Customer will be provided:

Customer Support - Provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software - Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout.

**Order Detail**

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

## Order Form

### 1.0 Insight Enterprise (IN)

#### License Subscription to NEOGOV IN

The Customer's subscription to the Insight platform includes the following functionality:

##### Recruitment

- Online job application
- Online applications integration with current Customer website
- Online job announcements and descriptions
- Automatic online job interest cards
- Recruitment and examination planning

##### Selection

- Configurable supplemental questions
- Define unique scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

##### Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate Self-Service Portal for scheduling and application status

##### Reporting and Analysis

- 90 standard system reports
- Ad Hoc reporting tool

##### HR Automation

- Create and route position requisitions for approval
- Certification/eligible lists

### 2.0 NEOGOV Onboarding (ON)

#### License Subscription to NEOGOV ON

- Electronic Employee File
- W4
- I9
- Configurable Workflow
- Task Manager
- Employee data upload
- Attachments
- Build your own Onboarding forms\*

\*NEOGOV ON includes I9 and W4 standard forms that are updated by NEOGOV. Customer can create their unique Onboarding forms via the Form Builder feature. If Customer wants NEOGOV to create and maintain forms it is available by NEOGOV Professional services at the following cost:

- Background forms w/ images, logos, etc. \$295 per form
- Non-Background Form \$195 per form
- Updates to existing forms \$200 an hour

## Order Form

NEOGOV™

### 4.0 NEOGOV Services

#### **Setup and Provisioning**

The following activities are conducted as part of the NEOGOV implementation:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will establish the Customer's production environment

#### **Training**

NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All customers have full access to the demo/training environment setup for Insight.

NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.



**Order Form****Order Form Terms and Conditions:**

- (1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.
- (2) The Customer agrees that the payment schedule is as follows:

**Provide all required software and Licenses**

- One hundred percent (100%) of the annual license price (including any Integrations) is due forty-five (45) days from the date the Agreement is signed and invoiced.

**Training**

- One hundred percent (100%) of the training price is due (45) days from the date the Agreement is signed and invoiced.

**Software Implementation**

- One hundred percent (100%) of the non-recurring price is due (45) days from the date the Agreement is signed and invoiced.

- (3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.
- (4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

<b><u>Customer</u></b>		<b><u>NEOGOV</u></b>	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

## **Composite Exhibit B**

### **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) 269-6352, [Ann.Mitchell@claycountygov.com](mailto:Ann.Mitchell@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: \_\_\_\_\_  
Wayne Bolla  
Its Chairman

Contractor Name: \_\_\_\_NEOGOV\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# Composite Exhibit B

## Scrutinized Companies Certification

[Clay County: ADD ONBOARDING MODULE TO NEOGOV APPLICATION  
\_\_\_\_\_  
INSERT PROJECT NAME

Name of Company:<sup>1</sup> NEOGOV

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:  
NEOGOV

(Seal)

By: \_\_\_\_\_

Its \_\_\_\_\_

<sup>1</sup> "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 4 3:00 PM

TO: Finance & Audit Committee

DATE: 3/27/2017

FROM: Kimberly Morgan, Director of  
Tourism & Film Development

SUBJECT:  
Approval of Tourist Development Council Recommendations for Event Grant Process &  
Procedures. (K. Morgan)

AGENDA ITEM TYPE:

---

**BACKGROUND INFORMATION:**

A TDC Subcommittee has been crafting a proposal for event grant categories, scoring and processes since 2015. At the March 22, 2017 TDC meeting, the TDC voted to recommend the changes that will be presented.

**ATTACHMENTS:**

Description

- ▣ Event Grant Changes Overview
- ▣ TDC Subcommittee Packet for 3-22 meeting

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Tourism and Film Development	Morgan, Kimberly	Approved	3/29/2017 - 12:16 PM	
County Manager	Slaybaugh, Jaclyn	Approved	3/29/2017 - 1:33 PM	

# Clay County Tourist Development Council

Recommendation for Promotional Grants



# Why the change?

- Began discussion in 2015
- Clearly define the types of events we were funding
- Develop a strategy for matching grants for signature events
- Eliminate out of cycle grants and reward timeliness
- Establish an equitable and “merit based” approach to scoring method







# Three Tier Funding Categories

- Sponsorships – ongoing major or highly visible events
- Signature Events – an event attracting regional and/or national audiences; minimum attendance of 20,000 (maximum grant of \$45,000 per event)
- Special Events – one, two or multi-day events open to the public (maximum grant award \$3,500 per event)

# Budget under current plan

FY15-16 Total Bed Tax Collections: \$605,242

Budget FY16-17: \$370,807

Promotional Activities: \$305,000

- Thrasher-Horne Center: \$125,000
- Special Event Grants: \$115,370
- Florida's First Coast of Golf: \$25,500
- Destination Marketing: \$36,898
- Other Promotional Activities: \$2,182





# Budget under revised plan

FY15-16 Total Bed Tax Collections: \$605,242

Budget Projection for FY17-18: \$574,750

**1. Destination Marketing (35%): \$201,162**

**2. Sponsorship: \$125,000 (22%)**

- Thrasher Horne Center: \$125,000

**3. Event Grants (19%): \$109,203**

Signature Events - \$87,362 (80%)

Special Events - \$21,841 (20%)

**4. Tourism Operations - \$139,385 (24%)**



# Workshop



- Introduce New Grant Process
  - ✓ Purpose
  - ✓ Application
  - ✓ Timelines
- Small Business Development Center Presentation
  - ✓ Marketing Best Practices
  - ✓ Additional SBDC Resources
- Q&A





# Scoring

Weighted factors are as follows to ensure the prioritization is reflected in the final total per factor:

- 1) Commitment to the Expansion of Tourism in Clay County (points earned x 4)
- 2) Soundness of Proposed Event (points earned x 3)
- 3) Stability and Management Capacity (points earned x 2)
- 4) Quality of Proposed Event (points earned x 1)





# Commitment to the Expansion of Tourism in Clay County

**Purpose:** Economic Impact by out of county visitors

**High Value Visitors** – those that stay overnight in paid accommodations

**Day Visitors** – those that are from outside the Clay County area but do not stay in overnight paid accommodations

## **Points:**

25 – more than 50 estimated room nights and/or 4,000 day visitors

15 – more than 25 estimated room nights and/or 2,000 day visitors

5 – less than 25 estimated room nights and/or less than 2,000 day visitors



# Soundness of Proposed Event

**Purpose:** Event clearly defines event objectives, funding sources/budget, and advertising/marketing plan

## Objectives

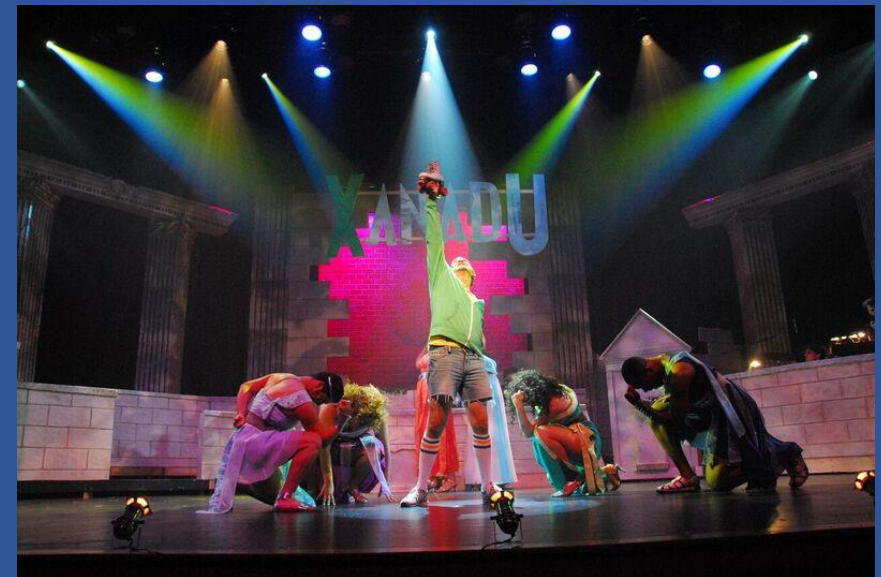
- 5 points – Clearly defined
- 0 points – Not defined well or at all

## Funding Sources/Budget

- 10 points - Specific additional funding sources defined on application
- 5 points - Additional funding sources identified but no specific funding sources
- 0 points – Not defined

## Out of County Advertising/Marketing Plan

- 10 points – Specifically defined
- 5 points – Identified but not specifically defined
- 0 points – Not defined





# Stability and Management Capacity

**Purpose:** Proven record or demonstrated capacities to successfully develop resources, effectively plan, organize and implement the proposed event

## How long has the event existed?

- 10 points – Third year or more
- 5 points – Second year
- 0 points – First year

## Event History Documentation

- 10 points – All documentation properly submitted and appropriately used
- 5 points – Documentation submitted but incomplete and/or grant funds not fully used as agreed
- 0 points – Documentation not submitted as required and/or grant funds not used as agreed

## Visitor Survey – Share Results with TDC

- 5 points – Yes and sample included in the application
- 0 points – No survey planned







# Quality of Proposed Event

**Purpose:** Event attracting residents and visitors to Clay County with a high quality experience with a significant benefit to Clay County. Without TDC funding the event would not take place in Clay County.

25 points – High Impact – recurring event with increasing levels of participation and economic impact. Use of systemic approach to data collection and analysis

15 points – Medium Impact - Recurring event with steady level of participation and economic impact to the county

5 points – Low Impact – First year event with level of impact unknown, does have positive anticipated level of participation and economic impact OR a recurring event with declining level of participation and economic impact to county.





# Revisions

Revised Application

Revised Guidelines

Scoring Metrics



# Timeline

- TDC Approval – March 22
- Finance & Audit Committee – April 4
- Board of County Commissioners – April 11
- Grant application goes live – May 15
- TDC Grant Workshop – Week of May 22
- TDC Meeting – May 24
- TDC Meeting – Grants awarded – August 23



Thank you!





## TDC Subcommittee Meeting Minutes

March 6, 2017 – 2:00pm – Urban Bean Coffee

In attendance: Bob Olson (Thrasher-Horne Performing Arts Center & Conference Center), Kathy White (Stay Suites of America) and Kimberly Morgan (Clay County Tourism).

Marina Mathews was out of town, but provided her approval of the plan as submitted via email.

The meeting was called to order at 2:10 pm.

The group reviewed the proposal submitted to the TDC on March 23, 2016. The following topics were discussed:

- Out of Cycle grants should not be part of the percentage calculations, as it may be taking away resources from currently known needs. If an opportunity arises out of cycle, the TDC has the right to consider it and potentially use revenue from reserves or from unallocated/unencumbered line items.
- Mr. Olson raised the concepts of “self-sufficiency” and “matching grants” used by many other counties. The discussion focused on the “matching grants” approach and that after a certain time period of success events should match grant dollars and not a continued given outright approach. Ms. White suggested that these events should be sustainable on sponsorship revenue and enhanced by marketing grants. It was agreed that after three years as a signature event, the grants are matching grants.
- Ms. White spoke about the need for creating attractions to market and the need for connectivity (transportation). Mrs. Morgan spoke about the importance of packaging and building awareness.
- Mrs. Morgan suggested that the Grant Workshop engage the Small Business Development Center to share marketing, sponsorship and if necessary, financial management information for special event/non-profit organizations interested in growing their events. The sub-committee agreed with this concept and shared that it encouraged overall community business health, rather than just events.
- The breakdown of the promotions line will be as follows:
  - Promotions Line less \$125,000 (for Thrasher-Horne Center)
  - 35% for Destination Marketing
  - Remaining balance will be split 80% to Signature Events and 20% to Special Events
- Mrs. Morgan will review the state statute and will consult County legal department for interpretation of State Statute 125.0104 and the designated 35% for destination marketing.
- Mr. Olson shared 2 scenarios with the scoring matrix presented. Mrs. Morgan will work with the MIS department to see how technology could be useful in the scoring process. Mrs. Morgan would be responsible for scoring matrix presentation to the TDC. TDC will then have the opportunity to discuss the events, if necessary. Both Mr. Olson and Ms. White agreed that this scoring method will create a “merit based” and equitable approach towards the allocation of grant funds, reducing the emotion and politics as a driving force for the grant process.
- Mrs. Morgan suggested that we go ahead and decide what to do with any surplus or unused grant funds. Mr. Olson and Ms. White suggested that TDC decides where the surplus goes on an as needed basis.

- Mrs. Morgan will prepare a PowerPoint presentation explaining and summarizing these changes to the TDC.

#### **Timeline for implementation:**

- March 22 – TDC Meeting (we are double checking this due to Spring Break) – Make recommendations on the grant process to the TDC, requesting approval and move to the Board for next steps.
- March 28 – potentially on agenda for the Board of County Commissioners meeting. Subcommittee has requested guidance from Commissioner Cella on whether TDC representatives should be present at this meeting.
- April/May – Editing and Building new application, scoring matrix, finalizing Grant Guideline edits, etc.
- May 15 – Grant application goes live
- Week of May 22 – TDC Grant Workshop
- May 24 – TDC Meeting
- August 23 – TDC Meeting – Grants awarded

#### **Final Recommendations:**

##### **New budget allocations**

##### **Two Event Categories:**

- 1) Signature Events: An event attracting regional and/or national audiences with a minimum attendance of 20,000 having a significant level of economic impact on the county. (Maximum grant award of \$45,000 per event)
- 2) Special Events: One, two or multi-day events sponsored by non-profit organizations, entities or individuals which are open to the public such as festivals, community activities, chili cook-offs, historical events, art shows and other events (Maximum \$3,500 per event)

##### **New Evaluation Factors**

##### **New Grant Scoring Matrix**

##### **New Grant Guidelines**

##### **New Grant application**

Meeting adjourned at 4:15 pm.

## ***Tourist Development Subcommittee Proposal***

### Members:

Marina Matthews

Bob Olson

Jackie Slaybaugh

Susan Soltys

Kathy White

### ***Overview***

Our goal was to further develop the annual grant funding allocation process to identify an understandable, equitable, rational and more predictable approach for our annual grant submissions. The TDC Subcommittee focused on reviewing and enhancing our present policy document and application. Additionally, the TDC Subcommittee benchmarked various other counties TDC's approaches towards the application process and funds allocation. We combined these findings to design an approach which best fits the needs of Clay County.

### ***Our Proposal***

- Create a three tiered approach towards the grant funds allocation and categories
- Establish a percentage based approach towards the budget line funding allocation
- Implement a weighted funding allocation tool for the annual Special Event category distribution

### ***Three Tier Funding Categories***

***Sponsorships:*** Ongoing major or highly visible events held throughout the year in the county by non-profit organizations, entities or individuals that attract a substantial number of visitors or tourists into Clay County.

***Signature Events:*** An event attracting regional and/or national audiences with a minimum attendance of 20,000 having a significant level of economic impact on the county. (Maximum \$45,000 per event)

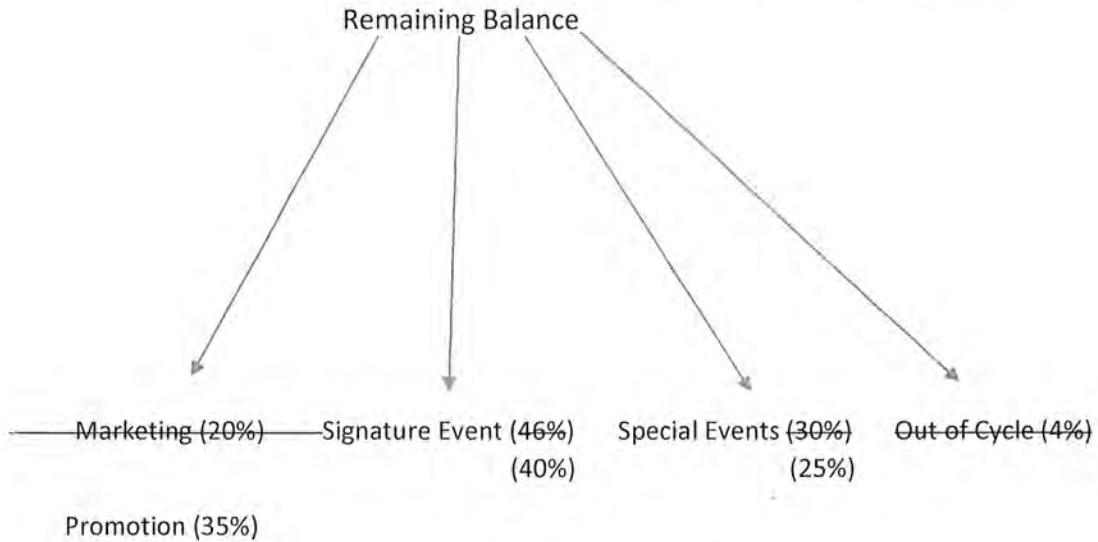
***Special Events:*** One, two or multi-day events sponsored by non-profit organizations, entities or individuals which are open to the public such as festivals, community activities, chili cook-offs, historical events, art shows and other events. (Maximum \$3,500 per event)

**Promotional Activities Funding Line Allocation**

Projected Budget Line

❖ Less Sponsorship Allocation (normally a set dollar amount)

Remaining Balance

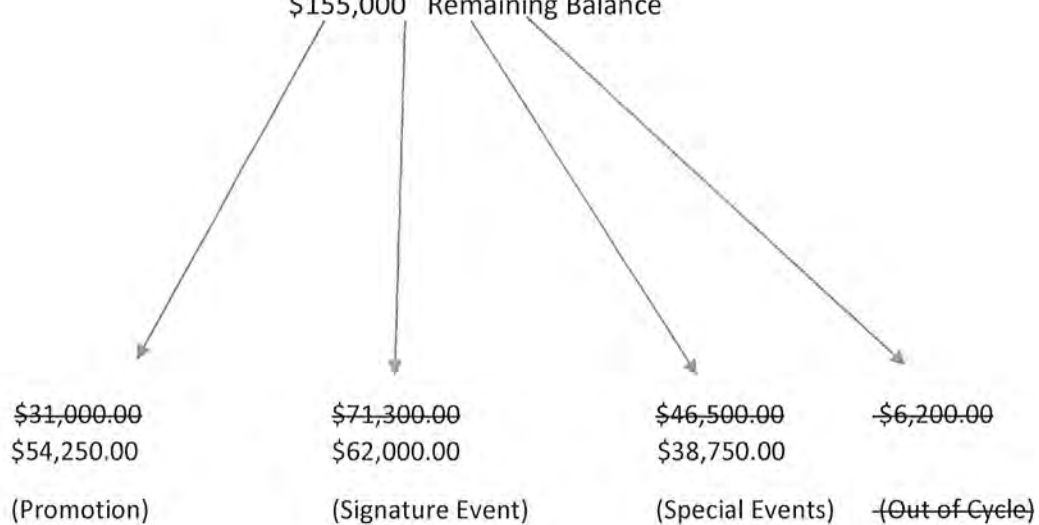


**Example of Funding Line Allocation**

\$280,000 -- Projected Budget Line

❖ \$125,000 --Less Sponsorship Allocation

\$155,000 Remaining Balance



### ***Benefits***

- ❖ Event applications funding are determined based on the relative importance of identified factors to help boost our TDC efforts and to establish optimal use of our resources.
- ❖ The tool provides a structured, consistent and coherent way for both the applicants to submit/identify information most important to the TDC and for the TDC to ensure consistency in the allocation of funds.
- ❖ The structure also builds an incentive based approach for events to strive on reaching the most significant level of a signature event.
- ❖ The funds allocation at the Special Events level is objective, equitable and fair approach towards resource distribution. Additionally, by identifying a maximum funding level, it provides a reasonable assurance of general levels of TDC funding for events.

### ***The Road Ahead***

- ~~❖ Further develop the evaluation factors with point's assigned methodology.~~
- ❖ Conduct a review of our present application and make adjustments to align with the needed information for our evaluation factors.
- ❖ Review both concepts of "matching funds" and event "self-sufficiency" to identify how we can apply it in our policy/process.
- ❖ Develop an education workshop approach for both applicants and TDC members.
- ❖ *Review the present process for post event reporting*

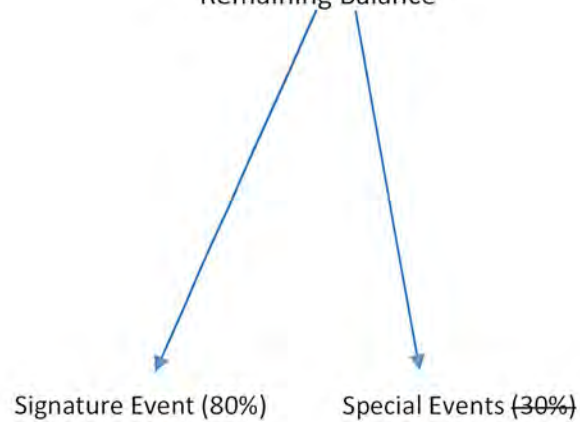
March 6, 2017

**Promotional Activities Funding Line Allocation**

Projected Budget Line

- ❖ Less Sponsorship Allocation (normally a set dollar amount)
- ❖ Promotion of Budget Line (35%)

Remaining Balance

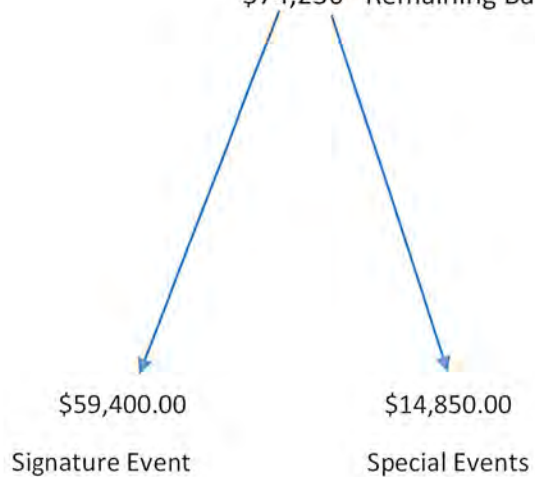


**Example of Funding Line Allocation**

\$305,000 -- Projected Budget Line

- ❖ \$125,000 --Less Sponsorship Allocation
- ❖ \$105,750 --Promotion Allocation

\$74,250 Remaining Balance





## ***Evaluation Factors***

### ***(A) Commitment to the Expansion of Tourism in Clay County – Maximum 25 points***

**Purpose:** The grant request is evaluated based on the overall impact the event will have on the community and county. The request illustrates evidence that the event serves to attract out-of-county tourists/visitors.

***High Value Visitors*** – those tourists/visitors from areas outside of Clay County staying overnight in paid accommodations.

***Day Visitors*** – those tourists/visitors from areas outside of Clay County but not spending the night.

#### **Points Assigned:**

- (1) *High Impact (25 points):* Over 50 estimated room nights involving high value visitors and/or 4,000 day visitors.
- (2) *Medium Impact (15 points):* Over 25 estimated room nights involving high value visitors and/or 2,000 day visitors.
- (3) *Low Impact (5 points):* Less than 25 estimated room nights involving high value visitors and/or less than 2,000 day visitors.

### ***(B) Soundness of Proposed Event – Maximum 25 points***

**Purpose:** The grant request is evaluated based on the event illustrating clearly identified objectives, other additional funding sources being used, and an out-of-county advertising plan.

- (1) Illustrated clearly identified objectives
  - a. *Clearly defined on application (5 points)*
  - b. *Not defined well or at all on the application (0 points)*
- (2) Additional Funding sources
  - a. *Specific additional funding sources defined on application (10 points)*
  - b. *Additional funding sources identified but no specific funding sources (5 points)*
  - c. *Not defined on the application (0 points)*
- (3) Out-of County advertising plan
  - a. *Specifically defined on application (10 points)*
  - b. *Identified but not specifically defined on the application (5 points)*
  - c. *Not defined on the application (0 points)*

### ***(C) Stability and Management Capacity – Maximum 25 points***

**Purpose:** The grant request is evaluated based on the event having a proven record or demonstrated capacities of the organization to successfully develop resources, effectively plan, organize and implement the proposed event.

- (1) How long has the event existed?

## ***Evaluation Factors***

- a. Third year or more (10 points)
  - b. Second year (5 points)
  - c. First year (0 points)
- (2) For past events, was all the TDC grant documentation requirements submitted and adhered to as published in policy?
- a. All documentation properly submitted & grant funds used appropriately as well as outlined in the grant request. (10 points)
  - b. Documentation submitted but incomplete and/or grant funds not fully used or as outlined on the grant request. (5 points)
  - c. Documentation not submitted as required and/or grant funds not used as outlined in the grant request. (0 points)
- (3) Does event plan to use a visitor survey to capture data for future improvements and was a sample copy provided in the application package?
- a. Yes and sample included in the package (5 points) *Yes and zipcode info will be shared w/ TDC following event*
  - b. No survey planned (0 points)

### ***(D) Quality of Proposed Event – Maximum 25 points***

**Purpose:** The grant request is evaluated based on the event attracting residents and visitors to Clay County with a high quality experience and provides a significant benefit to Clay County. Also, without TDC funding assistance, the event would not take place in Clay County.

- (1) *High Impact.* Recurring event with increasing level of participation and significant economic impact to county. Event uses a systematic approach towards data collection and analysis. (25 points)
- (2) *Medium Impact.* Recurring event with steady level of participation and economic impact to county. (15 points)
- (3) *Low Impact.* First year event with level of impact unknown, does have positive anticipated level of participation and economic impact county. Recurring event with declining level of participation and economic impact to county. (5 points)

## ***Decision Matrix Allocation Formula/Tool***

### ***Option A:***

Event 1

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	10	4	40
Factor B	15	3	45
Factor C	25	2	50
Factor D	15	1	15

Points Score: 150

Event 2

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	5	4	20
Factor B	15	3	45
Factor C	20	2	40
Factor D	15	1	15

Points Score: 120

Event 3

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	5	4	20
Factor B	25	3	75
Factor C	25	2	50
Factor D	15	1	15

Points Score: 160

Event 4

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	15	4	60
Factor B	20	3	60
Factor C	20	2	40
Factor D	15	1	15

Points Score: 175

Event 5

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	5	4	20
Factor B	15	3	45
Factor C	25	2	50
Factor D	15	1	15

Points Score: 130

Event 6

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	15	4	60
Factor B	15	3	45
Factor C	20	2	40
Factor D	15	1	15

Points Score: 160

Event 7

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	5	4	20
Factor B	25	3	75
Factor C	20	2	40
Factor D	15	1	15

Points Score: 150

Event 8

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	5	4	20
Factor B	15	3	45
Factor C	15	2	30
Factor D	15	1	15

Points Score: 110

Event 9

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	15	4	60
Factor B	20	3	60
Factor C	20	2	40
Factor D	15	1	15

Points Score: 175

Event 10

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	5	4	20
Factor B	25	3	75
Factor C	25	2	50
Factor D	15	1	15

Points Score: 160

Event 11

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	5	4	20
Factor B	25	3	75
Factor C	20	2	40
Factor D	15	1	15

Points Score: 150

Event 12

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	5	4	20
Factor B	20	3	60
Factor C	25	2	50
Factor D	15	1	15

Points Score: 145



Event 13

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	0	4	0
Factor B	0	3	0
Factor C	0	2	0
Factor D	0	1	0

Points Score: 0

Event 14

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	0	4	0
Factor B	0	3	0
Factor C	0	2	0
Factor D	0	1	0

Points Score: 0

Event 15

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	0	4	0
Factor B	0	3	0
Factor C	0	2	0
Factor D	0	1	0

Points Score: 0

**Option A Summary Score Sheet:**

	<u>Pts Score</u>	<u>Allocation %</u>	<u>Funding</u>	<u>Requested</u>	<u>Final Allocation</u>
Event 1	150.000	0.084	\$2,521.01	\$3,000.00	\$3,000.00
Event 2	120.000	0.067	\$2,016.81	\$3,000.00	\$3,000.00
Event 3	160.000	0.090	\$2,689.08	\$1,500.00	\$1,500.00
Event 4	175.000	0.098	\$2,941.18	\$10,000.00	\$3,500.00
Event 5	130.000	0.073	\$2,184.87	\$3,000.00	\$3,000.00
Event 6	160.000	0.090	\$2,689.08	\$2,500.00	\$2,500.00
Event 7	150.000	0.084	\$2,521.01	\$1,500.00	\$1,500.00
Event 8	110.000	0.062	\$1,848.74	\$2,000.00	\$2,000.00
Event 9	175.000	0.098	\$2,941.18	\$2,500.00	\$1,500.00
Event 10	160.000	0.090	\$2,689.08	\$1,500.00	\$1,500.00
Event 11	150.000	0.084	\$2,521.01	\$1,500.00	\$1,500.00
Event 12	145.000	0.081	\$2,436.97	\$2,000.00	\$1,750.00
Event 13	0.000	0.000	\$0.00		
Event 14	0.000	0.000	\$0.00		
Event 15	0.000	0.000	\$0.00		
			Total	\$34,000.00	\$26,250.00
Total Pts	1785.0000			Funds Avail:	\$30,000.00

Out of County Shown Budget

### ***Decision Matrix Allocation Formula/Tool Option B***

Event 1

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	10	4	40
Factor B	15	3	45
Factor C	25	2	50
Factor D	15	1	15

Points Score: 150

Event 2

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	5	4	20
Factor B	15	3	45
Factor C	20	2	40
Factor D	15	1	15

Points Score: 120

Event 3

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	5	4	20
Factor B	25	3	75
Factor C	25	2	50
Factor D	15	1	15

Points Score: 160

Event 4

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	15	4	60
Factor B	20	3	60
Factor C	20	2	40
Factor D	15	1	15

Points Score: 175

Event 5

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	5	4	20
Factor B	15	3	45
Factor C	25	2	50
Factor D	15	1	15

Points Score: 130

Event 6

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	15	4	60
Factor B	15	3	45
Factor C	20	2	40
Factor D	15	1	15

Points Score: 160

Event 7

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	5	4	20
Factor B	25	3	75
Factor C	20	2	40
Factor D	15	1	15

Points Score: 150

Event 8

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	5	4	20
Factor B	15	3	45
Factor C	15	2	30
Factor D	15	1	15

Points Score: 110

Event 9

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	15	4	60
Factor B	20	3	60
Factor C	20	2	40
Factor D	15	1	15

Points Score: 175



Event 10

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	5	4	20
Factor B	25	3	75
Factor C	25	2	50
Factor D	15	1	15

Points Score: 160

Event 11

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	5	4	20
Factor B	25	3	75
Factor C	20	2	40
Factor D	15	1	15

Points Score: 150

Event 12

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	5	4	20
Factor B	20	3	60
Factor C	25	2	50
Factor D	15	1	15

Points Score: 145

Event 13

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	25	4	100
Factor B	25	3	75
Factor C	25	2	50
Factor D	25	1	25

Points Score: 250

Event 14

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	0	4	0
Factor B	0	3	0
Factor C	0	2	0
Factor D	0	1	0

Points Score: 0

Event 15

	<u>Points Assigned</u>	<u>Weight</u>	<u>Total</u>
Factor A	0	4	0
Factor B	0	3	0
Factor C	0	2	0
Factor D	0	1	0

Points Score: 0

**Option B Summary Score Sheet:**

	<u>Pts Score</u>	<u>Allocation %</u>	<u>Funding</u>	<u>Requested</u>	<u>Final Allocation</u>
Event 1	150.000	0.074	\$2,948.40	\$3,000.00	\$3,000.00
Event 2	120.000	0.059	\$2,358.72	\$3,000.00	\$3,000.00
Event 3	160.000	0.079	\$3,144.96	\$1,500.00	\$1,500.00
Event 4	175.000	0.086	\$3,439.80	\$10,000.00	\$3,500.00
Event 5	130.000	0.064	\$2,555.28	\$3,000.00	\$3,000.00
Event 6	160.000	0.079	\$3,144.96	\$2,500.00	\$2,500.00
Event 7	150.000	0.074	\$2,948.40	\$1,500.00	\$1,500.00
Event 8	110.000	0.054	\$2,162.16	\$2,000.00	\$2,000.00
Event 9	175.000	0.086	\$3,439.80	\$2,500.00	\$1,500.00
Event 10	160.000	0.079	\$3,144.96	\$1,500.00	\$1,500.00
Event 11	150.000	0.074	\$2,948.40	\$1,500.00	\$1,500.00
Event 12	145.000	0.071	\$2,850.12	\$2,000.00	\$1,750.00
Event 13	250.000	0.123	\$4,914.00	\$10,000.00	\$3,500.00
Event 14	0.000	0.000	\$0.00		
Event 15	0.000	0.000	\$0.00		
			Total:	\$44,000.00	\$29,750.00
Total Pts	2035.0000			Funds Avail:	\$40,000.00

Out of County Shown Budget

## CLAY COUNTY TOURIST DEVELOPMENT COUNCIL GRANT FUNDING GUIDELINES

### PURPOSE:

This document sets forth the guidelines and categories for requests for funds from Tourist Development Taxes. Applications for TDC funding will be accepted from **non-profit** organizations that plan to hold events or activities within Clay County that have shown to attract substantial publicity for Clay County or have the potential to attract out-of-town visitors who will occupy overnight accommodations.

The Clay County Board of County Commissioners (BCC) administers the funds collected from the tourist development tax on occupied overnight accommodations, including hotel & motel rooms, campsites and apartment leases of less than six months. The purpose of the tax, as outlined in Florida Statutes Section 125.0104, is to provide funds to implement programs to increase the amount of tourist activity in counties within Florida.

The funds allocated by the Board of Commissioners (BCC) will eventually be returned to the BCC through the collection of tourist development tax dollars generated by overnight stays or from sales tax collected on fuel, meals, retail items, admissions, etc. charged by local merchants.

### LEGISLATIVE AUTHORITY/TDC HISTORY:

The Florida State Legislature enacted the Local Option Tourist Development Act (Section 125.0104, Florida Statutes) in response to the growing need of Florida counties to provide additional revenue sources for Tourist Development in an effort to stimulate the local economy. In response to this need, in 1988, the voters of Clay County approved a two (2) percent Tourist Development Tax to be charged on occupied overnight accommodations including hotel and motel rooms, campsites, RV parks and apartment leases of less than six months. A Tourist Development Council (TDC) was also created in 1988 to assist the Board of County Commissioners (BCC) in planning ways in which to use the revenues received through the Tourist Development Tax based on statutory guidelines. The tax was increased to three (3) percent in 1999. In The Clay County Board of County Commissioners has the final determination of the allocation of TDC funds within the confines of F.S. 125.0104.

### ALLOCATION OF THE TOURIST DEVELOPMENT TAX:

The current percentage breakdown of the tourist development taxes collected monthly in Clay County is as follows:

- ~~\$125,000-32%~~ to the Thrasher-Horne Center for the Arts;
- ~~50~~15% to Grants for Special Events
- 35% for Destination Marketing and
- 18% Remaining Balance to Tourism Office Administration and Operations;

-continued-



## TIMETABLE FOR REVIEW:

The Tourism Office will distribute applications to non-profit organizations that express an interest in receiving funds for Fiscal Year 2016~~67~~/178. The grant application is also available online and can be accessed from the tourism division homepage at [www.exploreclay.com](http://www.exploreclay.com).

~~-continued-~~

Projects must meet the guidelines and criteria outlined in this document and must apply to event expenses from October 1, 2016-2017 through September 30, 20172018.

**Please Note: All grant applications for funding for FY 20162017/1718 must be received by 4:30 p.m. on June July 1530, 20162017. Grant money will be paid on a reimbursement basis only, no monies will be distributed up front.**

Applications may be submitted by email, mailed or hand delivered to ~~Ann Mitchell~~Kimberly Morgan, TDC Recording SecretaryDirector of Tourism & Film Development, P.O. Box 1366, 477 Houston Street, Green Cove Springs, FL 32043.

Mrs. ~~Mithell's Morgan's~~ office is located on the 4th floor of the Clay County Administration Building. The office is open during the hours of 8 a.m. to 4:30 p.m. For further information, telephone the Tourism Office at (904) 278-37373734.

## APPLICATION AND EVALUATION PROCEDURE:

Applicants are required to direct all questions regarding their request for funding to the Tourism Office at (904) 278-37373734. Applicants are encouraged to not make contact with TDC members or the Clay County Board of Commissioners concerning their grant request.

The Director of Tourism or his/her designee will review all applications to determine if they meet the established criteria for funding. Applications deemed incomplete or lacking sufficient detail will be returned.

Each grant application will receive an electronically generated metrics that will be reviewed by the Director of Tourism. If any metrics changes are necessary, the Director of Tourism has the authority to make those changes based on reviewing the grant application and alignment with the stated criteria and scoring. The changes described above must be made prior to TDC member review.

TDC members will receive the electronically generated metrics described above and a copy of each grant application for their review and consideration and will score them based on approved evaluation criteria (see page 4). ~~TDC members will submit the scores back to staff who will combine and average the scores.~~ At the awards meeting, a preliminary score the electronically generated metrics and suggested awards will have been assigned and TDC members will have an opportunity to confer and ask questions, if desired, of the applicants. The TDC will vote on each qualifying applicant and prepare, in priority order, their recommendations for funding for Fiscal Year 20162017/178. \_Funding recommendations will then be presented to the Clay County Board of County Commissioners for final approval.

Grant requests that are not recommended for funding by the BCC will not be permitted to come back to either the TDC, BCC or County Manager until the following fiscal year.



-continued-

All materials submitted with applications will become a matter of public record, open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statutes.

## OVERALL GUIDELINES

Applications must conform to the guidelines specified by the Tourist Development Council. Applications that do not conform to these guidelines will not be considered for funding. The funding limits are subject to approval by the Tourist Development Council (TDC) who then forwards the funding recommendation(s) to the Board of County Commissioners (BCC). As the administrators of the Tourist Development Tax Fund, the BCC may increase or decrease funding and has the final approval or denial of grants.

Use of TDC funding by grant recipients for an activity, service, venue or event must have as one of its main purposes the attraction of tourists.

~~One and two day community special events will be limited to \$1,500. High profile events that attract substantial visitors, publicity or significantly enhance the county's marketability as a tourist destination may be considered for additional funding.~~

TDC funds used for advertising and promotion of special events must be placed in out-of-Clay County media. This is to ensure that funds will be used to attract event participants who reside outside of Clay County and who may stay at least one night in paid lodging. No media expenditures within Clay County will be reimbursed.

**Organizations receiving TDC grant funding are required to have their promotional advertising (print, radio & TV) pre-approved by the Director of Tourism in advance of publication or airing.**

This pre-approval ensures that "Paid for by Clay County Tourist Development Tax Funds" appears in advertising that will later be submitted for reimbursement. Ad copy or scripts may be ~~faxed to (904) 278-4731~~ emailed to [Kimberly.morgan@claycountygov.com](mailto:Kimberly.morgan@claycountygov.com).

Please contact the Tourism Director at (904) 278-~~3737~~ [3734](tel:904-3734) with any questions concerning allowable reimbursable expenses.

### Eligible Organizations

Grants are limited to not-for-profit organizations under Section 501 of the Internal Revenue Code.

### Three Tier Funding Categories

Sponsorships: Ongoing major or highly visible events held throughout the year in the county by non-profit organizations, entities or individuals that attract a substantial number of visitors or tourists into Clay County.

Signature Events: An event attracting regional and/or national audiences with a minimum attendance of 20,000 having a significant level of economic impact on the county. (Maximum \$45,000 per event)

Special Events: One, two or multi-day events sponsored by non-profit organizations, entities or individuals which are open to the public such as festivals, community activities, chili cook-offs, historical events, art shows and other events. (Maximum \$3,500 per event)

### Sponsorship/Special Event Guidelines

1. Event must take place within Clay County and be accessible to the public and to disabled persons.
2. Out-of-cycle grant applications will be considered on a case-by-case basis only.
3. The [online](#) TDC Grant Application form must be typed and filled in completely.
4. Multiple events by the same organization must be separate and distinct applications with separate summaries and budgets.
5. All event expenditures are on a reimbursement basis only. No funds will be forwarded in anticipation of the receipt of an invoice.

-continued-

5. \_\_\_\_\_
6. A complete **detailed** project budget must be submitted that includes all expenses, media placements with corresponding costs and other promotional expenses.
6. \_\_\_\_\_
- \_\_\_\_\_ The complete detailed project budget must include all revenues.
7. \_\_\_\_\_
8. TDC funds granted to recipients must be used for an activity, service, venue or event that has as one of its main purposes the attraction of tourists.
7. TDC funds granted to recipients must be used for an activity, service, venue or event that has as one of its main purposes the attraction of tourists.



## CRITERIA FOR EVALUATION OF APPLICATIONS

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Applications will be scored by members of the Tourist Development Council in five-four (54) categories with a maximum score of one hundred (100) points per applicant.

### I. Commitment to the Expansion of Tourism in Clay County – Maximum 25 points

Purpose: The grant is evaluated based on the overall impact the event will have on the community and county. The request illustrates evidence that the event serves to attract out of county tourists/visitors. Evidence that the event serves to attract out of county visitors generating overnight stays; will be marketed to the fullest extent possible in an effective and efficient manner; demonstrates a willingness of the organizer to work with the tourism industry; commits to develop other funding sources in subsequent years.

High Value Visitors – those tourists/visitors from areas outside of Clay County staying that stay overnight in paid accommodations

Day Visitors – those that tourists/visitors are from outside the of Clay County area but do not spending the night not stay in overnight paid accommodations

- High Impact (25 points): More than 50 estimated room nights involving high value visitors and/or 4,000 day visitors (25 points)
- Medium Impact (15 points): More than 25 estimated room nights involving high value visitors and/or 2,000 day visitors (15 points)
- Low Impact (5 points): Less than 25 estimated room nights involving high value visitors and/or less than 2,000 day visitors (5 points)

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### II. Out of County Promotion – Maximum 25 points

The out of county advertising is well thought out and detailed to show the potential broad awareness of the event in out of market media.

### III. II. Soundness of Proposed Project Event – Maximum 20-25 points

Purpose: The grant request is evaluated based on the event illustrating clearly identified objectives, other additional funding sources being used and an out of county advertising plan. The project has clearly identified objectives; has a realistic timetable for implementation; has additional funding sources available that will be utilized; advertising/marketing plan; will accomplish its stated objectives.

- 1) Illustrated clearly identified oObjectives
  - a) Clearly defined on application (5 points)
  - b) Not defined well or at all on the application (0 points)

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b, c,  
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2) Additional Funding Sources/Budget

- a) Specific additional funding sources defined on application (10 points)
- b) Additional funding sources identified but no specific funding sources (5 points)
- c) Not defined on the application (0 points)

3) Out of County Advertising/Marketing Plan

- a) Specifically defined on the application (10 points)
- b) Identified but not specifically defined on the application (5 points)
- c) Not defined on the application (0 points)

**IV.III. Stability and Management Capacity – Maximum 21525 points**

Purpose: The grant request is evaluated based on the event having a proven record or demonstrated capacities of the organization to successfully develop resources, effectively plan, organize and implement the proposed event. A proven record or demonstrated capacities of the organization to successfully develop resources, effectively plan, organize and implement the proposed event.

1) How long has the event existed?

- a) Third year or more (10 points)
- b) Second year (5 points)
- c) First year (0 points)

2) Event History Documentation – For past events, was all the TDC grant documentation requirements submitted and adhered to as published in policy?

- a) All documentation properly submitted and grant funds appropriately used as well as outlined in the grant request (10 points)
- b) Documentation submitted but incomplete and/or grant funds not fully used or as outlined on the grant request.as agreed. (5 points)
- c) Documentation not submitted as required and/or grant funds as used as agreed. (0 points)

3) Visitor Survey – ~~Share Results With TDC~~ Does the event plan to use a visitor survey to capture data for future improvements and was a sample copy provided in the application package?

- a) Yes, ~~and sample survey~~ included in the application and agrees to share zip code information with the TDC following the event (5 points)
- b) No survey planned (0 points)

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V-IV. Quality of Uniqueness of Proposed Project Event – Maximum of 15-25 points

~~Event attracting Extent to which the event attracts residents and visitors to Clay County with a high quality experience with a significant benefit to Clay County. that is of significant merit and that, wWithout TDC funding assistance, would not take place in Clay County.~~

Purpose: The grant request is evaluated based on the event attracting residents and visitors to Clay County with a high quality experience and provides a significant benefit to Clay County. Also, without TDC funding assistance, the event would not take place in Clay County.

- 1) High Impact – Recurring event with increasing levels of participation and ~~signigicant~~ economic impact. ~~Event uUses of a~~ -systemic approach to data collection and analysis (25 points)
- 2) Medium Impact – Recurring event with steady level of participation and economic impact to the count~~ry~~ (15 points)
- 3) Low impact – First year event with level of impact unknown, does have positive anticipated level of participation and economic impact ~~to the county~~ OR a recurring event with a declining level of participation and economic impact to the county. (5 points)

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0.75'

Form



## Reimbursement Procedures

A representative or designee from your organization MUST submit the following materials in the order listed for reimbursement **within 60 days** of the event:

- (1). Signed and notarized copy of Reimbursement Affidavit (included with the application).
- (2). Duplicate of all advertisements. "Paid for by Clay County Tourist Development Tax Funds" must be visible on all advertising. Attach copy of newspaper, magazine or professional periodicals showing coverage of event. Radio, TV and internet advertising must also say "Paid for by Clay County Tourist Development Tax Funds" in the announcement (submit duplicate of tape, CD or DVD used.) Please contact Kimberly Morgan, Director of Tourism & Film Development, if you are considering digital advertising efforts (i.e.: Facebook advertising, Google AdWords, etc.)

Attach copy of written ad approval to paperwork submitted for reimbursement.

- (3). Invoices being submitted for reimbursement MUST be attached to a copy (showing both front and back) of the cancelled check(s) used for payment and a copy of the bank statement.

Corporate credit cards in the name of the organization approved by the Board of Commissioners for TDC funding (i.e., North Florida Hunter Jumper Association) may be used to pay invoices that will be submitted for reimbursement.

PLEASE NOTE: personal credit cards of organization members (i.e., John Q. Smith) used for payment of products or services will not be reimbursed.

The above items must be submitted **WITHIN 60 DAYS AFTER THE EVENT** before reimbursement will be made.

Submit ALL reimbursement materials to:

~~Ann Mitchell~~ Kimberly Morgan, TDC Recording  
Secretary  
Director of Tourism & Film  
Development

477 Houston Street, P.O. Box 1366  
4th Floor, Clay County Administration Building Green Cove  
Springs, FL 32043.

After submitting the above materials, your request will be forwarded to the Clay County Finance Department for processing and reimbursement. If all materials are in order, a check should be issued from the Finance Department in about 30 days. All funds received will be subject to audit by the County auditor or their designee.



CLAY COUNTY TOURIST DEVELOPMENT COUNCIL  
GRANT REIMBURSEMENT AFFIDAVIT  
(TO BE SUBMITTED WITHIN 60 DAYS AFTER THE EVENT)

Forr  
Spac  
Forr

I \_\_\_\_\_, AUTHORIZED REPRESENTATIVE  
OF \_\_\_\_\_, VERIFY THAT THE ATTACHED  
INVOICES ARE DUE AND PAYABLE IN ACCORDANCE WITH THE GRANT  
APPROVED FOR \$ \_\_\_\_\_ BY THE BOARD OF COUNTY COMMISSIONERS  
ON \_\_\_\_\_.

SIGNED \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 20 \_\_\_\_.

NOTARY SIGNATURE:

COMMISSION EXPIRES:

\_\_\_\_\_  
\_\_\_\_\_  
APPROVED FOR PAYMENT BASED ON ATTACHMENTS:

\_\_\_\_\_  
**S.C. Kopelousos, County Manager**

\_\_\_\_\_  
Date

### **Post Event Comments**

Thank you, in advance, for taking the time to answer the three questions below. The Tourism Office is always looking for ways to make improvements and strive to ensure that your experience in working with us is a pleasant one.

1. What worked well for your event in Clay County?
  
  
  
  
  
  
  
  
  
  
2. What didn't work well?
  
  
  
  
  
  
  
  
  
  
3. What could we do to make your event more successful?

## TDC Grant Application

[Save Progress](#)

**Clay County Tourist Development Council Grant Application FY  
2015/16  
(October 1, 2015 through September 30, 2016)  
Deadline for Applications: 4:30 p.m. on June 26, 2015**

I. General Information- To assist us in evaluation the tourism impact your event may have on Clay County and to better understand what support you are requesting, the following questions must be answered in full. Please type your answers.

## 1. Organization Information \*

Name of Organization

Name of Event

Date of Event

Time(s) of Event

Location of Event

Website

Organizations Address- Street

City

State

(Select State)



Zip Code

Phone

ext.

Fax

ext.



## 2. Primary Contact Person Information \*

Your Email Address

Home Phone

ext.

Cell Phone

ext.

Requesting Organizations Net Reported Assets in 2015

Amount Requested from TDC Funds Dollar Amount

3. II. Previous Event Information- Please indicate the experience your organization has had with other events or your experience with this event in past years. If your organization has received TDC funding in the past, please include a copy of your Grant Reimbursement Affidavit with post event comments and suggestions.

Name of Event

Date of Past Event

Location of Past Event

Number of Participants

Estimated Economic Impact

Hotel Room Nights

## 4. III. 2015/16 Event Information \*

HOW MANY YEARS HAS THE EVENT EXISTED?

WHAT METHOD WAS USED TO CAPTURE NUMBER OF PARTICIPANTS AND HOTEL ROOM NIGHTS?

OF THE NUMBER OF PARTICIPANTS, HOW MANY WERE <sup>DAY</sup> VISITORS?

DAY VISITORS - IS DEFINED AS THOSE TOURISTS/VISITORS FROM OUTSIDE OF CLAY COUNTY BUT NOT SPENDING THE NIGHT.



Describe the Event and Purpose of it (INCLUDE OBJECTIVES)

Projected Number of Local Participants

PROJECTED NUMBER OF HOTEL ROOM NIGHTS

Projected Number or Out-of-Town Participants

What Method was Used to Determine Your Answers Concerning Participants Above?

5. Provide a List of Other Event Sponsors and the Amount(s) of their sponsorship: \*

Event SPONSOR

Amount: \$

Event SPONSOR

Amount: \$

Event SPONSOR

Amount: \$

Event SPONSOR

Amount: \$

Event SPONSOR

Amount: \$

Total Additional Funds Amount: \$

6. IV. Project Expenses Intended Expenditure of Tourist Development Tax Funds- Please provide a detailed, itemized summary indication the intended use of TDC funds. Please be as explicit as possible, including publication names, radio station names, TV stations, etc. and how much money will be expended for each. An example of a submission that will be returned for more detail is: Print Advertising- \$5000.00 Radio Advertising- \$3000.00 An example of a submission providing detailed information would be: Radio Advertising: WINDFM- 30 second spot Cost: \$1500.00 Print Advertising: 1/4 page Gainesville Sun Cost: \$1000.00

Advertising In

Amount: \$

Advertising In

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Advertising In

Amount: \$

7. What is the Dollar Amount Budgeted by Your Organization for Advertising this Event?

Total Amount: \$

8. V. What will be the Benefits to Clay County Hotels & Tourism from this Event?

What Alternative Source of Revenue will You Seek if Your Request is not Eligible for Funding?

**ALL APPLICATIONS ARE REIMBURSEMENT ONLY.  
NO MONIES WILL BE DISTRIBUTED UP FRONT**

**Email Disclaimer: Please Note-** "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."

To receive a copy of your submission, please fill out your email address below and submit.

**Email Address**

SUBMIT

Save Progress

Page 1 / 1



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, April 4 3:00 PM

TO: Finance and Audit Committee

DATE: 3/29/2017

FROM: Administrative and  
Contractual Services

SUBJECT: Approval of the Second Renewal of Agreement #14/15-117 with the YMCA of Florida's First Coast, Inc., for the management, operation and maintenance of the Camp Chowenwaw Swimming Pool, for a period of one year and \$40,000.00 budgeted. Fees collected by the YMCA are subtracted from the monthly invoicing. Funding Source: 001-3201-534600 CHOW (General Fund / Parks & Rec / Temporary Labor, Billing, Collection, Management)

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

This Agreement serves to provide lifeguard staffing, swim lessons, management and maintenance of the Camp Chowenwaw swimming pool. This is the last renewal permitted for Agreement #14/15-117.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted

(Yes/No/N/A):

**Yes**

Funding Source: General Fund / Parks & Rec / Temporary Labor, Billing, Collection, Management

Account # 001-3201-534600 CHOW Amount - \$40,000.00

Sole Source (Yes/No):

Advanced Payment

(Yes/No):



No

No

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ▣ Second Renewal of Agreement #14/15-117 YMCA

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Slaybaugh, Jaclyn	Approved	3/29/2017 - 1:37 PM	Item Pushed to Agenda

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC Feb 4-4-17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	March 20, 2017	
Staff Member Preparing Form:	Lynn Higgs	
Department Submitting Contract:	Parks and Recreation	
Vendor Name:	YMCA of Florida's First Coast, Inc.	
Contract Title:	Second Renewal to Agreement/Contract #14/15-117. To provide management, operation, and maintenance of the swimming pool facility at Camp Chowenwaw Park.	
<b>SUMMARY (TO BE COMPLETED BY DEPARTMENT)</b>		
1. New Contract	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	9. Contract Amount (*Detail negotiation efforts below) \$40,000.00 year (budgeted). Fees collected by Contractor are subtracted from monthly invoicing.
2. Renewal/Amend./Supplement	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	10. Last Year's Price (*If increase explain below) \$40,000.00
3. Sole Source ** (explain below)	Y** <input checked="" type="checkbox"/> N <input type="checkbox"/>	11. Date of Original Contract September 24, 2015 (1st Renewal Jan. 12, 2016)
4. Quotes/bid policy met	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	12. Number of Renewals Second of two renewals
5. Need to waive bid policy	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	13. Length of Term One-year term - May 5, 2017 through September 30, 2017.
6. Automatic renewal	n/a <input checked="" type="checkbox"/> N <input type="checkbox"/>	
7. Standard Addendum Executed	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<b>Requested Action:</b> Approval of additional one year contract.
8. Advance Payment Required	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
<b>Funding Source</b> Account Number: 001-3201-534600 CHOW  Account Name: General Fund/Parks & Rec. /Temporary Labor; Billing; Collection; Mana. & Operating Service.		<b>Background/Purpose:</b> Agreement/Contract #14/15-117 is for providing lifeguard staffing, swim lessons, management, and maintenance of pool.

### Approvals

Purchasing: <i>LL</i>	No Changes <input checked="" type="checkbox"/>	With Changes <input type="checkbox"/>
Review Date: 3-29-17		

Recommended Changes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\*Price Negotiation Efforts: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

County Attorney: <i>EM</i>	No Changes <input checked="" type="checkbox"/>	With Changes <input type="checkbox"/>
Review Date: 3-29-17		

\*\* Sole Source Explanation: \_\_\_\_\_

\_\_\_\_\_

RECEIVED  
 PURCHASING DIVISION  
 2017 MAR 20 P 3:51  
 CLAY COUNTY BOARD OF COMMISSIONERS



RECEIVED

MAR 17 2017

# AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE

BCC  
F&A 4-4-17

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

Clay County Attorney's Office

DATE: March 13, 2017

Staff Member Preparing Form: Lynn Higgs

Department Submitting Contract: Parks and Recreation

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

Contract Title: Second Renewal to Agreement/Contract #14/15-117. To provide management, operation, and maintenance of the swimming pool facility at Camp Chowenwaw Park.

## SUMMARY (TO BE COMPLETED BY DEPARTMENT)

1. New Contract	Y	N	9. Contract Amount (*Detail negotiation efforts below) \$40,000.00 year (budgeted). Fees collected by Contractor are subtracted from monthly invoicing.
2. Renewal/Amend./Supplement	Y	N	10. Last Year's Price (*If increase explain below) \$40,000.00
3. Sole Source ** (explain below)	Y**	N	11. Date of Original Contract September 24, 2015 (1 <sup>st</sup> Renewal Jan. 12, 2016)
4. Quotes/bid policy met	Y	N	12. Number of Renewals Second of two renewals
5. Need to waive bid policy	Y	N	13. Length of Term One-year term - May 5, 2017 through September 30, 2017.
6. Automatic renewal	n/a	N	
7. Standard Addendum Executed	Y	N	Requested Action: Approval of additional one year contract.
8. Advance Payment Required	Y	N	

### Funding Source

Account Number: 001-3201-534600 CHOW

Account Name: General Fund/Parks & Rec. /Temporary Labor; Billing; Collection; Mana. & Operating Service.

Background/Purpose: Agreement/Contract #14/15-117 is for providing lifeguard staffing, swim lessons, management, and maintenance of pool.  
\*Please note - COI has been requested and will be included with the Final Revision.

## Approvals

Purchasing: <i>JA</i>	No Changes	With Changes
Review Date: 3-16-17		✓

Recommended Changes: *\*See comments on the First & Second pages. \*Replace the attached Standard Addendum with the version dated 6-14-16 as the fonts have been changed within the one attached.*

Budget: <i>SL</i>	No Changes	With Changes
Review Date: 3-16-17	✓	

\*Price Negotiation Efforts:

Finance: <i>BY</i>	No Changes	With Changes
Review Date: 3-14-17	✓	

County Attorney: <i>EM</i>	No Changes	With Changes
Review Date: 3-18-17		✓

*See Dan's changes - this agt needs to be reviewed a bit, Lym - come see us.*  
\*\* Sole Source Explanation:

RECEIVED  
PURCHASING DIVISION  
2017 MAR 13 A 11:39  
CLAY COUNTY BOARD OF COMMISSIONERS

## **SECOND RENEWAL AND SUPPLEMENT TO AGREEMENT/CONTRACT #14/15-117**

This renewal and supplement to Agreement/Contract #14/15-117 entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between CLAY COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), by and through its Board of County Commissioners (hereinafter referred to as the "Board"), and YMCA of Florida's First Coast, Inc. (hereinafter referred to as the "Contractor"), whose address is, Barco Newton YMCA, 2075 Town Center Boulevard, Fleming Island, FL 32003.

**WHEREAS**, the parties entered into Agreement #14/15-117 on April 14, 2015, to provide for the management, operation, and maintenance of the swimming pool facility at Camp Chowenwaw Park, on behalf of the Division of Parks and Recreation, for the 2015 swimming season, a copy of said agreement is attached and made a part hereof (Attachment 4); and

**WHEREAS**, Section II. 2, of Agreement #14/15-117 provided the option for two (2) one-year renewals upon agreement by both parties; and

**WHEREAS**, the parties extended into the first one year renewal on January 12, 2016; and

**WHEREAS**, the parties wish to exercise the Second Renewal, extending the agreement for services as described, for one additional year, referred to as the 2017 swimming season, which is detailed on the attached calendar (Attachment 1); and

**WHEREAS**, the County desires to execute this Second Renewal and Supplement Agreement to offer those additional recreational activities at the rates stated in Attachment 2, revised from the original agreement to clarify the rate for Instructor Fees and fees for private pool rentals. Within this Second Renewal, (Attachments 2 and 3) it is further amended to increase Aquatic Instruction Fees and add a cancellation fee.

**WHEREAS**, the County's Standard Addendum to All Contracts and Agreements is attached hereto and made a part hereof, as Exhibit A.

**WHEREAS**, the Contractor has certification attached as Exhibit B, certifying that the Contractor is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan list, is not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, and does not have business operations in Cuba or Syria.

[The remainder of this page is intentionally blank.]

**WITNESSETH**

**NOW, THEREFORE,** the parties agree as follows:

1. To exercise the Board's option to renew the above mentioned agreement for an additional term, work to commence on May 5, 2017 and end on September 30, 2017.
2. The Contractor shall provide the daily management, operation, and maintenance of the swimming pool at Camp Chowenwaw Park as provided for in Agreement #14/15-117 and as amended by the Attachments 1 – 3 to this Second Renewal Agreement.
3. The Contractor and the Board agree that the Contractor may, if funding becomes available to the Contractor, advertise and provide swim instruction for children of low income families at no cost to the participants or to the County. It shall be up to the discretion of the Contractor to schedule the no-cost lessons during any time the pool is otherwise open to the public.
4. In the event of a conflict between any of the conditions of this Second Renewal and its Attachments and the First Renewal should arise, the provisions of this Second Renewal and its Attachments shall prevail over any other inconsistent provision.
5. In all other respects the original terms and conditions of the Agreement #14/15-117 which is attached hereto as Attachment 4 shall remain in full force and effect.

[The remainder of this page is intentionally blank.]



**IN WITNESS WHEREOF**, the parties hereto have caused this Current Agreement to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

**CONTRACTOR**

YMCA of Florida's First Coast, Inc.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Wayne Bolla, Chairman

ATTEST:

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

DATE: \_\_\_\_\_

[The remainder of this page is intentionally blank.]

## Attachment 1

### May 2017

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26 3 - 7	27 10 - 7
28 1 - 5	29 11 - 5 (HOLIDAY)	30	31			

### June 2017

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
				1	2 3 - 7	3 10 - 7 CLASS 1
4 1 - 5	5	6	7	8	9 10 - 7	10 10 - 7 CLASS 1
11 1 - 5	12 10 - 7	13 10 - 7 CLASS 2	14 10 - 7	15 10 - 7 CLASS 2	16 10 - 7	17 10 - 7 CLASS 1
18 1 - 5	19 10 - 7	20 10 - 7 CLASS 2	21 10 - 7	22 10 - 7 CLASS 2	23 10 - 7	24 10 - 7 CLASS 1
25 1 - 5	26 10 - 7	27 10 - 7	28 10 - 7 CLASS 3	29 10 - 7	30 10 - 7 CLASS 3	

## July 2017

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						1 10-7 CLASS 4
2 1-5	3 10-7	4 11-5 (HOLIDAY)	5 10-7 CLASS 3	6 10-7	7 10-7 CLASS 3	8 10-7 CLASS 4
9 1-5	10 10-7	11 10-7 CLASS 5	12 10-7	13 10-7 CLASS 5	14 10-7	15 10-7 CLASS 4
16 1-5	17 10-7	18 10-7 CLASS 5	19 10-7	20 10-7 CLASS 5	21 10-7	22 10-7 CLASS 4
23 1-5	24 10-7	25 10-7 CLASS 6	26 10-7	27 10-7 CLASS 6	28 10-7	29 10-7
30 1-5	31 10-7					

## August 2017

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
		1 10-7 CLASS 6	2 10-7	3 10-7 CLASS 6	4 10-7	5 10-7
6 1-5	7 10-7	8 10-7	9 10-7	10 10-7	11 10-7	12 10-7
13 1-5	14	15	16	17	18 3-7	19 10-7
20 1-5	21	22	23	24	25 3-7	26 10-7
27 1-5	28	29	30	31		

## September 2017

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
					1 3 – 7	2 10 – 7
3 1 – 5	4 11-5 (HOLIDAY)	5	6	7	8 3 – 7	9 10 – 7
10 1 – 5	11	12	13	14	15 3 – 7	16 10 – 7
17 1 – 5	18	19	20	21	22 3 – 7	23 10 – 7
24 1 – 5	25	26	27	28	29 3 – 7	30 10 – 7

### Seasonal Hours, CONTRACTOR Charges for Labor, and Total Costs to COUNTY

	OPEN SWIM LIFEGUARD SERVICE	POOL MAINTENANCE	SWIM INSTRUCTION, 1 hour for each of 2 age levels per day of class	LIFEGUARD SERVICE FOR PRIVATE POOL RENTALS
Maximum Season Hours	702	UP TO 63, based on need	48	Up to 36, based on customer requests
Contractor's Hourly Fee	\$60.00	\$35.00	\$15.00	\$60.00
Maximum Total Cost to County	\$42,120.00	\$2,205.00	\$720.00	Up to \$2,160.00

[The remainder of this page is intentionally blank.]

## **Attachment 2**

### **Swimming Fees for Patrons**

#### **Entrance Fees:**

Adults -	\$4.00	16 – 64
Children-	\$3.00	2 – 15
Seniors-	\$2.00	65 and older

#### **Season Pass:**

\$140.00 per person

#### **Group Entrance Fees:**

As a convenience, large groups swimming during regularly scheduled pool hours may pay a single set fee in lieu of each individual paying separately.

1 – 30 persons-	\$75.00 per day
31 – 64 persons-	\$150.00 per day

#### **Aquatic Instruction Fees:**

Package of 4 lessons-	\$37.00
Package of 10 lessons-	\$90.00
Cancellation fee-	\$10.00

#### **Private Pool Rental:**

After-hours private pool rentals may be arranged for the following hourly fees:

Up to 30 persons-	\$75.00 per hour
31 – 64 persons-	\$150.00 per hour





## Attachment 3

FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

# LEARN TO SWIM PROGRAMS

## CAMP CHOWENWAW

## SUMMER 2017

### REGISTRATION FEES

Learn To Swim Classes (4)	\$37
---------------------------	------

### PROGRAM INFORMATION

<b>Preschool Lessons</b> Ages 3-5 years RATIO 1: 4-6	Classes are 40 minutes each
<b>School Age Lessons</b> Ages 5-12 years RATIO 1: 5-7	Classes are 45 minutes each

### CANCELLATION/CHANGE POLICY

A \$10 session change fee will be **required** to cancel or change a swim lesson session.

### REFUND POLICY

A class **MUST** be cancelled one week prior to the first class in order to receive a refund. Refunds will be given and change fees waived in the case of an illness with a doctor's note.

### PARENT ORIENTATION

A 5-minute orientation will be given on the first day of each session. It is recommended that a parent or guardian accompany their child to the orientation. The first class will also contain a swimmer evaluation. Please note, at the time of registration, classes will be based on age.

### MAKE-UP POLICY

The Y will close the pool when lightening, thunder or heavy rain is in the area. Other unforeseen pool closures may also be necessary. The Y will guarantee all scheduled lessons per session. Make-up lessons will be held on Friday at the normal class time. If additional make-up lessons are needed, your instructor will schedule them. Classes will be made up as a class, **not** on an individual basis. Make-up lessons are only permitted when the Y cancels the class.

Decisions on cancellations due to weather will be made **no more** than 30 minutes prior to the scheduled lesson. If the weather is questionable, please call the Y at 904.278.9622 before leaving home for your lesson.

## **PRESCHOOL LESSONS** (Ages 3-5 years)

Friday is our make-up day (please refer to our make-up policy).

\*Session IV: Due to the July 4<sup>th</sup> weekend, this class has been shifted to Wednesday and Friday. Any make-up class will be determined by the instructor.

<b>Summer Sessions</b>	<b>Dates</b>	<b>Time</b>
I. SATURDAY	JUNE 3, 10, 17 & 24	10:15am
II. TUESDAY & THURSDAY	JUNE 6, 8, 13 & 15	10:15am
III. TUESDAY & THURSDAY	JUNE 20, 22, 27 & 29	10:15am
IV. WEDNESDAY & FRIDAY	JULY 5, 7, 12 & 14	10:15am
V. SATURDAY	JULY 8, 15, 22, & 29	10:15am
VI. TUESDAY & THURSDAY	JULY 18, 20, 25 & 27	10:15am
VII. TUESDAY & THURSDAY	AUGUST 1, 3, 8 & 10	10:15am

## **SCHOOL AGE LESSONS** (Ages 5-12 years)

Friday is our make-up day (please refer to our make-up policy).

\*Session IV: Due to the July 4<sup>th</sup> weekend, this class has been shifted to Wednesday and Friday. Any make-up class will be determined by the instructor.

<b>Summer Sessions</b>	<b>Dates</b>	<b>Time</b>
I. SATURDAY	JUNE 3, 10, 17 & 24	11:00am
II. TUESDAY & THURSDAY	JUNE 6, 8, 13 & 15	11:00am
III. TUESDAY & THURSDAY	JUNE 20, 22, 27 & 29	11:00am
IV. WEDNESDAY & FRIDAY	JULY 5, 7, 12 & 14	11:00am
V. SATURDAY	JULY 8, 15, 22, & 29	11:00am
VI. TUESDAY & THURSDAY	JULY 18, 20, 25 & 27	11:00am
VII. TUESDAY & THURSDAY	AUGUST 1, 3, 8 & 10	11:00am

**BARCO-NEWTON YMCA**  
2075 Town Center Blvd  
Fleming Island, FL 32003  
904.278.9622

**FirstCoastYMCA.org**

**Attachment 4**

**AGREEMENT #14/15- 117  
SWIMMING POOL MANAGEMENT AND LIFEGUARD STAFFING  
(CAMP CHOWENWAW)**

This Agreement is entered into as of the 14<sup>th</sup> day of April, 2015, between CLAY COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), by and through its Board of County Commissioners (hereinafter referred to as the "Board"), and YMCA of Florida's First Coast (hereinafter referred to as the "Contractor"), whose address is, Barco Newton YMCA, 2075 Town Center Boulevard, Fleming Island, FL 32003

WHEREAS, Clay County intends to provide for the management, operation, and maintenance of the swimming pool facility at Camp Chowenwaw Park, on behalf of the Division of Parks, Recreation and Special Events, as defined in the (RFP) #14/15-20 "Swimming Pool Management & Lifeguard Staffing" including all addendums and clarifications issued; and

WHEREAS, the Contractor is licensed and qualified to provide professional services in the field of swimming pool management and operation; and

WHEREAS, Request for Proposals #14/15-20 and the Contractor's Proposal response is incorporated by reference and made a part hereof as Exhibit A; and

WHEREAS, this Agreement is subject to that certain Standard Addendum to All Contracts which is attached hereto and made a part hereof; and

WHEREAS, it has been determined that the execution of this Agreement is beneficial to the people of Clay County, Florida.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I. BRIEF DESCRIPTION OF THE PROJECT**

Work shall consist of the daily management, operation, and maintenance of the swimming pool at Camp Chowenwaw Park, Clay County, Florida, plus all other associated and allied miscellaneous tasks as defined in this Agreement, and as directed by the Park Ranger or Designee, and as outlined further in the Request for Proposals #14/15-20, along with all other details necessary to give effect to the manifest intent set forth in the referenced RFP #14/15-20.

**II. TERM OF CONTRACT**

1. The term of this Agreement shall be for a period commencing on 2 May 2015, and continuing through 27 September 2015, unless otherwise stipulated in the Notice of Award Letter and contingent upon the completion and submittal of all required pre-award documents. The foregoing period shall be regarded as the first year of the Agreement. The Contractor further agrees to provide additional services that the County may desire, and which shall be mutually negotiated regarding scope, timing, and fees, and described by written amendments to this Agreement.
2. The Agreement period will run one (1) year with an option for two (2) one (1) year renewals. Prior to, or upon completion, of the initial one year term of the Agreement, the County shall have the option to renew the agreement for an additional two (2) one (1) year periods. Prior to completion of each exercised Agreement term, the County may consider an adjustment to prices based on changes in the following pricing index: Consumer Price Index (CPI), as provided by Southern Urban Index.

**III. COMPENSATION AND METHOD OF PAYMENT**

1. Price and payment will be full compensation for all services specified, including all labor, at the hourly rate of \$60.00 for open swimming and \$35.00 for routine maintenance as indicated in the Contractor's proposal (Exhibit A). In the event the Contractor has utilized Subcontractors for suppliers for materials, release of liens from the Subcontractors and any suppliers shall be required before payment will be released. For purposes of calculating the hourly rate due the Contractor, in the event the pool is closed to the public part of a day, an hourly rate will be assessed to compensate the contractor for the actual hours worked.

2. The Park Ranger will be responsible for all pool maintenance to include any and all necessary pool chemicals, cleaning, and general maintenance up to opening of the swimming pool. After such time the Contractor will assume the responsibility for the maintenance and upkeep of the pool, minus any necessary pool chemicals. Pool maintenance will return to the Park Ranger once the season is over. The Contractor does hereby agree that any items purchased by its staff for the maintenance of the swimming pool will be done so at its sole expense with no compensation due from the Board.
3. The Contractor agrees that it will present the Park Ranger either by email or fax, a breakdown of the fees collected from each week's activity within 5 business days from said week's activity. The report must include the days of service, number of participants per day, the fees charged for participants by age group, any fees collected for groups and parties and any pool closures.
4. The Agreement requires that the Contractor submit an invoice and the above mentioned weekly collection reports to the Board by the end of each operating month. The Agreement acknowledges that inclement weather would result in the closure of the Swimming Pool.
5. The Contractor shall notify the Park Ranger and Parks, Recreation and Special Events Coordinator immediately when the pool is deemed unsafe for usage.
6. All invoices shall contain the Agreement and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of the Agreement and its Agreement may be terminated. Payments shall be tendered in accordance with the Local Government Prompt Payment Act.
7. The signature of the Contractor on any invoice submittal shall constitute the Contractor's certification to the County that (a) the Contractor has billed the County for all services rendered by it and any of the Contractor's consultants and subcontractors through the date of the invoice; (b) as of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered; (c) that the amount requested is currently due and owing. Such invoice(s) shall be prepared by the Contractor and any supporting data as may be required by the County representative.
8. By acceptance of County's payment of the invoiced amount, the Contractor releases the County from any and all claims by the Contractor and by subcontractors for services performed but not invoiced during the period for which payment was received.



9. Additional aquatic services may be provided to the public as discussed in the RFP and Bid Proposal. The County reserves the right to negotiate these services, including fees. It is anticipated that the Management Facilitator will retain the fees collected from such activities but will, however, by a negotiated method reimburse the County for use of the pool. The County reserves the right to negotiate any and all terms related to additional activity services at the time such services are requested. Additional Services shall not interfere with normal pool operations. The County reserves the right to request that these additional services be terminated or rescheduled at a time that both the County and YMCA agree will accommodate those desiring these additional services.

#### **IV. COUNTY REPRESENTATIVE**

The services provided shall be under the direction of the authorized County representative, who shall be the Park Ranger or his/her designated representative, who shall have final decision authority on behalf of the County for all aspects of any project, including general direction, review and approval of the services provided.

#### **V. INSURANCE**

The Contractor shall maintain insurance coverage as specified in RFP #14/15-20, which said RFP #14/15-20 is incorporated by reference and made a part hereof. An insurance certificate consistent with the provisions of RFP #14/15-20 shall be provided to the County prior to the issuance of the Notice to Proceed and commencement of any work.

#### **VI. CHOICE OF LAW/FORUM**

The County and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of the Agreement or regarding the rights, remedies, obligations or liabilities of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall

be entitled to an award of reasonable attorney's fees and costs against the other party, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal.

#### **VII. INDEMNIFICATION STATEMENT**

The YMCA of Florida's First Coast, Inc. agrees to defend, protect, indemnify and hold harmless the County and all its principals, employees, officers, agents and servant liabilities and costs and all damages, including reasonable attorney's fees and court costs, asserted against the Indemnities or any of them by reason of injury to the persons or property of others which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to The YMCA of Florida's First Coast, Inc., in the performance of its duties and obligations under this Agreement, or to any of the employees, officers, agents or servants, or to any subcontractor of The YMCA of Florida's First Coast, Inc. The YMCA of Florida's First Coast, Inc., obligations under this paragraph shall also apply to actions by third parties performed on behalf of The YMCA of Florida's First Coast, Inc. pursuant to this Agreement.

#### **VIII. FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

#### **IV. PUBLIC RECORDS LAW**

The Contractor (as used herein, the term "Contractor" means the vendor or other party in the Agreement or Contract providing construction, labor, materials, professional services, and/or equipment to the County hereunder; 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 or Contract identifying such entity), 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 this Agreement or Contract and that the Public Records Laws control over any contrary terms in this Agreement or Contract. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with Public Records Laws, and in particular to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement or Contract;
- (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and 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; and,
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the Agreement or Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Failure to comply with this section shall be deemed a material breach of this Agreement or Contract, for which the County may terminate this Agreement or Contract immediately upon written notice to the Contractor.

## **X. TERMINATION**

The County may terminate this Agreement for its convenience. In this event, the Contractor shall be compensated for work satisfactorily completed and for irrevocable commitments made.

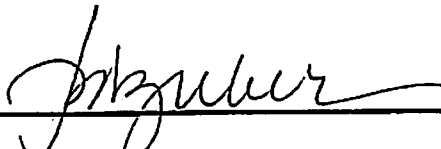
## **XI. GENERAL CONDITION**

This Agreement constitutes the entire agreement between the County and the Contractor and supersedes all prior written or oral understandings between the parties. This Agreement may only be amended, supplemented, or modified by a written instrument signed by authorized representatives of each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

CONTRACTOR

YMCA of Florida's First Coast, Inc.




Print Name: Penelope A. Zuber

Title: Exp-Coord CFO

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

  
Diane Hutchings, Chairman

ATTEST:

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

COUNTY

## **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) 269-6352, [Ann.Mitchell@claycountygov.com](mailto:Ann.Mitchell@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.

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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: \_\_\_\_\_  
Wayne Bolla  
Its Chairman

Contractor Name: YMCA of Florida's First  
Coast

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit B**  
**Scrutinized Companies Certification**

[Clay County: Agreement/Contract #14/15-117 Second Renewal ]

Name of Company:<sup>1</sup> YMCA of Florida's First Coast

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

(Seal)

By: \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

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<sup>1</sup> "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 4 3:00 PM

TO: Finance &  
Audit Committee

DATE: 12/7/2016

FROM: S.C.  
Kopelousos

SUBJECT: Update on County projects.

AGENDA ITEM  
TYPE:

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REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	3/29/2017 - 1:26 PM	Item Pushed to Agenda