



FINANCE AND AUDIT COMMITTEE MEETING AGENDA

June 6, 2017

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

PUBLIC COMMENTS

1. Bibliotheca Theft Detection Service and Maintenance Agreement - Library Materials

Approval of Maintenance Agreement, sole source designation and advance payment, with Bibliotheca, LLC (formerly 3M), for library materials theft detection equipment, for a period of one year, at the cost of \$5,282.85. Funding Source: 001-3301-546100 (Gen Fund / Libraries-Admin / Repairs and Maintenance) (P. Coffman)

2. Proposed 2nd Amendment - Adult Drug Court Funding Agreement No. 2016/17-13

Approval of Proposed Second Amendment to Adult Drug Court 2016-17 Funding Agreement (#2016/17-13). There is no change in contract amount (See attachments for additional information.) Funding Source: 134-1067-531000 (State Court/Local Req Fund - Drug Court - Professional Svcs) (C. Grimm)

3. FDACS - State Financial Assistance Agreement - Mosquito Control

Approval of the State Financial Assistance Agreement with the Florida Department of Agriculture and Consumer Services (FDACS), regarding mosquito control, for the period of October 1, 2016 to September 30, 2017, in an amount not to exceed \$31,540.00. Additional approval of budget resolution to restore Mosquito Control Grant revenue and expenditure accounts to actual instead of the projected grant amount budgeted FY 16/17 by \$2,755.00. Funding Sources: 101-3709A-540000 & 552200 (Transportation Trust Fund / Mosquito Control Grant / Travel & Per Diem and Chemicals & Lab Supplies) (D. Smith/S. Russ)

4. Florida Department of Economic Opportunity Technical Assistance Grant Application

The Florida Department of Economic Opportunity (DEO) is currently soliciting requests for its Community Planning Technical Assistance Grants. The grants are intended to aid local governments in meeting the requirements

of the Community Planning Act, addressing critical local planning issues and promoting innovative planning solutions pursuant to section 163.3168, F.S. Funding requests range from \$25,000 to \$40,000. Staff requests the Committee authorize submittal of an application that would be for funding to develop a Bicycle and Pedestrian Master Plan. (H. Coyle)

5. HVAC Agreement with Certified Air Contractors, Inc. d/b/a Certified Control Systems

Approval of the HVAC Control System Diagnostics and Replacement Agreement, for the Clay County Courthouse, with Certified Air Contractors, Inc., d/b/a Certified Control Systems, for a term of 120 days from commencement, at the cost of \$98,372.00. Funding Source: 106-1000-546100 (Court Facility Fund / Court Facilities / Repairs and Maintenance) (J. Householder)

6. Division of Historical Resources Grant Application for Clay County Historical Courthouse Restoration Project

Approval to apply for Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Restoration Project. This project includes repairs to the roof, windows, and stucco of this facility. The grant application is in the amount of \$300,000 and requires a 25% match (\$75,000). The grant application deadline is June 15, 2017 and requires that the application be filed on-line. Staff is still in the process of finalizing the grant application as photos, support letters and historical information must be included in the grant application. (J. Householder)

7. Donation of Surplus County Property

Approval of donation of six sets of metal bleachers to the nonprofit Olustee Battlefield Citizens Support Organization. (S. Kopelousos)

8. FY 17/18 Nonprofit Grant Requests

Discussion of FY 17/18 Nonprofit Agency presentations for budget funding requests for the upcoming fiscal year for the following agencies. Refer to attached list for further details for each agency. (S. Russ)

General Fund Aid to Nonprofit Organizations:

- A. BASCA, Inc.
- B. Episcopal Children's Services
- C. Mercy Support Services
- D. Police Athletic League (PAL)
- E. The Way Free Medical Clinic, Inc.

General Fund Aid to Other Agencies:

- F. Council on Aging

COUNTY MANAGER/CLERK OF THE BOARD

9. 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, June 6 3:00 PM

TO: Finance and Audit Committee

DATE: 5/17/2017

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of Maintenance Agreement, sole source designation and advance payment, with Bibliotheca, LLC (formerly 3M), for library materials theft detection equipment, for a period of one year, at the cost of \$5,282.85. Funding Source: 001-3301-546100 (Gen Fund / Libraries-Admin / Repairs and Maintenance) (P. Coffman)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

3M has merged with Bibliotheca, LLC. Security gates, workstations and accessories continue to provide necessary security to reduce the loss of County library materials as they circulate at our library facilities.

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

Funding Source: 001-3301-546100 (GenFund / Libraries-Admin / Repairs and Maintenance)

Account # 001-3301-546100 Amount - \$5,282.85

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

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ☐ Bibliotheca Agreement
- ☐ Sole Source & Advance Payment Documentation
- ☐ Backup Review Data

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	6/1/2017 - 8:33 AM	
County Manager	Kopelousos, Stephanie	Approved	6/1/2017 - 3:40 PM	

RECEIVED

MAY - 5 2017

AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE

BCC
FIN

Clay County Attorney's Office

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

DATE:

May 1, 2017

Staff Member Preparing Form:

Pat Coffman

Department Submitting Contract:

Library

Vendor Name:

Bibliotheca 3M (formerly 3M Library Systems)

Contract Title:

Library Materials Theft detection equipment agreement 3M-QCZ30342

SUMMARY (TO BE COMPLETED BY DEPARTMENT)

1. New Contract

☒ Y ☒ N

9. Contract Amount - \$5,282.85

2. Renewal/Amend./Supplement

☒ Y ☒ N

10. Last Year's Price \$5,050.00

3. Sole Source ** (explain below)

☒ Y** ☒ N

11. Date of Original Contract unknown - N/A

4. Quotes/bid policy met

☒ Y ☒ N

12. Number of Renewals - unknown - 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: Approval of the annual proprietorial Bibliotheca 3M library system material theft detection equipment support & maintenance agreement.

8. Advance Payment Required

☒ Y ☒ N

Funding Source

Account Number:

001-3301-546100

Account Name:

Repairs and Maintenance

Background/Purpose: 3M Security gates, workstations, and accessories continue to provide necessary security to reduce the loss of county library materials as they circulate at our library facilities. Note Bibliotheca and 3M Library Systems have merged.

Gen Fund / Libraries Admin /

Approvals

Purchasing:

No

With

Changes

Changes

Review Date:

5-4-17

Recommended Changes: *Taking into consideration that the most recent Agreement expired over six months ago, I would suggest processing this as a new Agreement in lieu of a renewal. *FYI, new vendor information will be required as the FEI numbers for Bibliotheca and 3M are different. *What is the complete account name? *See comment on page 1 of 3. *Add verbiage written on page 3 of 3.

Budget:

No

With

Changes

Changes

Review Date:

5/4/17

Finance:

No

With

Changes

Changes

Review Date:

5/5/17

County

No

With

Changes

Changes

Review Date:

5-5-17

*Price Negotiation Efforts:

Sole Source Explanation: A requirement of the original MFG and its Terms and Conditions; page one: What is not covered:

"modification, service or repair of the Equipment by other than Bibliotheca authorized personnel." See also vendor letter

RECEIVED
PURCHASING DIVISION
2017 MAY - 4 A 8:34
CLAY COUNTY BOARD OF COMMISSIONERS

Service and Maintenance/Extended Warranty Quote

Licensee Bill To:

Clay County Library System
Pat Coffman
1895 Town Ctr Blvd, Po Box 10109
Fleming Island FL 32006
United States of America

pat.coffman@claycountygov.com
Tel: (904) 278-4745

Contract 3M-QCZ30342
Apr 01, 2017 - Mar 31, 2018
~~Renewal~~

Quote Date: 04/14/2017
Quote Number: QUO-36286-X6Z6

System Licensee:

Clay County Library System
Pat Coffman
1895 Town Ctr Blvd, Po Box 10109
Fleming Island FL 32006
United States of America

Sales Contact: Contract Team

Sales Phone: 800-328-0067

Sales Email: sales-US-Contracts@bibliotheca.com

Quote expires (180) days from Quote Date above.

Item ID	Item Type	Quantity	Sale Price	Sub Total
SUP000002-000-US	Annual Support and Maintenance Renewal 2017-2018 Contract Term: Apr 01, 2017 - Mar 31, 2018	1	\$5,282.850	\$5,282.85
Total (Less Sales Tax):				\$5,282.85
Grand Total:				\$5,282.85

3M Library Systems has merged with Bibliotheca LLC. Together, our customers will enjoy the best of both worlds. If you are a former 3M Library System customer, please note that your Service & Maintenance contract will be managed and serviced by Bibliotheca LLC.

Service and Maintenance prices exclude any applicable sales tax. Please provide Tax Exempt Certificate, if applicable.

Service and Maintenance/Extended Warranty Quote

Location	Asset Name	Serial #1	Qty	Start Date	End Date	Price
Clay County Public Library (FL)	764 re-sensitizer	1643848	1	04/01/17	03/31/18	\$110.00
Clay County Public Library (FL)	955 bookcheck	503239	1	04/01/17	03/31/18	\$308.00
Clay County Public Library (FL)	955F bookcheck	5073793	1	04/01/17	03/31/18	\$308.00
Clay County Public Library (FL)	1365 detection system	6503240	1	04/01/17	03/31/18	\$1,210.65
Clay County Public Library (FL)	1365 detection system	6503241	1	04/01/17	03/31/18	\$1,210.65
Clay County Library System, Green Cove Springs	1370 detection system	7002427	1	04/01/17	03/31/18	\$1,103.55
Clay County Public Library (FL)	942 bookcheck	9401145	1	04/01/17	03/31/18	\$258.00
Clay County Library System (FL)	942 bookcheck	9401146	1	04/01/17	03/31/18	\$258.00
Middleburg Clay Hill Library	942 bookcheck	9401149	1	04/01/17	03/31/18	\$258.00
Clay County Library System, Green Cove Springs	942 bookcheck	9401150	1	04/01/17	03/31/18	\$258.00

Service and Maintenance/Extended Warranty Quote

TERMS AND CONDITIONS

WHAT WE WILL DO:

Hardware: In consideration of payment of the agreement price, and according to service level purchased, Bibliotheca will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized Bibliotheca Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. Bibliotheca agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours (except for depot repair agreements) When Bibliotheca is notified that the Equipment is not in good working order, Bibliotheca will provide a toll-free telephone number for Customer to place, and Bibliotheca will receive, Equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications Bibliotheca deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, Bibliotheca reserves the right to replace the entire unit with new equipment or equipment of equal quality when Bibliotheca determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of Bibliotheca.

Software: In consideration of payment of the agreement price, Bibliotheca will furnish over-the-phone software support and remote troubleshooting of the Bibliotheca Software specified in this agreement as well as updates necessary to maintain the Bibliotheca Software specified in this agreement in proper operating condition during the term of this agreement, provided that the Bibliotheca Software is installed and used as directed. Bibliotheca agrees to provide:

- All software configuration modifications Bibliotheca deems necessary to maintain the Bibliotheca Software in good working order
- Bibliotheca Software updates
- Internet Filter list updates (as applicable)
- A toll-free telephone number for Customer to place and Bibliotheca to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during Bibliotheca Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED: The basic maintenance fee does not include and Bibliotheca is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow Bibliotheca's published operating instructions; (vi) modification, service or repair of the Equipment by other than Bibliotheca authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by Bibliotheca or its authorized distributor(s), (xv) modification, or repair of the Bibliotheca Software by other than Bibliotheca authorized personnel; (xvi) use of the Bibliotheca Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non- Bibliotheca Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

RENEWAL: This agreement is NOT automatically renewable. If a renewal agreement is offered by Bibliotheca, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

For further details concerning the services offered under the different Bibliotheca service levels, please refer to our Service Level Brochure.

Clay County's Standard Addendum to all Contracts and Agreements and the Scrutinized Companies Certification are attached and made part hereof as Composite Exhibit

A. Submit Purchase Order by fax to 1-877-689-2269 or by email to sales-us-contracts@bibliotheca.com.

Accepted By: Wayne Bolla, Chairman

Accepted Date: _____

Customer Purchase Order Number: _____

Attest: S.C. Kopelousos, County Manager


Joseph Al Coalla
Director
Bibliotheca, LLC
Bibliotheca ITG, Inc.

04/17/17

**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, 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



County:

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

By: _____
Wayne Bolla
Its Chairman

Contractor Name: Bibliotheca, LLC

By: _____
Printed Name: **Joseph Al Coalla**

Title: _____
Director
Bibliotheca, LLC
Bibliotheca ITG, Inc.

Scrutinized Companies Certification

[Clay County: Bibliotheca 3M Service & Maintenance Annual Agreement # QCZ30342
INSERT PROJECT NAME]

Name of Company:¹ _____

Bibliotheca LLC

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

Bibliotheca LLC



By: _____

Mary Zilles

Sales Operations Manager

Its _____

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

CLAY COUNTY, FLORIDA

Sole Source Justification

Vendor: Bibliotheca (Formerly 3M)

Commodity: Library Book Theft Detection Agreement # 3M-QCZ 30342

Estimated annual expenditure for the above commodity or service: \$ 5282.85

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (more than one entry will apply to most sole source products/services requested).

1. _____ SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. _____ SOLE SOURCE REQUEST IS FOR THE ONLY STATE OF FLORIDA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. _____ THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. ☒ THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. _____ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. _____ NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Library
DEPARTMENT

3301
DIVISION

5/1/17
DATE

Pat C. Hanna
DEPARTMENT/DIVISION DIRECTOR

COUNTY MANAGER

(PURCHASING USE ONLY)

SOLE SOURCE AUTHORIZATION

APPROVED BY: _____ DATE: _____

DISAPPROVED BY: _____ DATE: _____

REASON: _____



**CLAY COUNTY
FLORIDA**

**Clay County
Library Administration**
1895 Town Center Blvd.
Fleming Island, FL
32003

Area Code: 904
Phone: (904) 541-5813
Fax: (904) 278-4747

Director of Library Services
Pat Coffman

County Manager
S. C. Kopelousos

Commissioners:
Mike Cella
District 1
Wayne Bolla
District 2
Diane Hutchings
District 3
Gavin Rollins
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

memorandum

Date: May 1, 2017
To: BCC; Contracts Division- Attn. Daniel Littles
From: Pat Coffman,
Director of Library Services
Re: Bibliotheca – 3M: Sole Source #4

As per Sole Source requirements: The Bibliotheca 3M Book Detection Annual Support and Maintenance Agreement #3M-QCZ30342 is responsible for the continuing support and maintenance of the specialized library 3M security gates and electromagnetic work station charging and discharging accessories required to provide the theft protection of library materials moving in and out of various library sites. As the Bibliotheca 3M's attached letter explains it would violate equipment warranties if anyone other than their "factory authorized technicians" provided service on the equipment. Therefore, we request the approval of this sole source and the renewal of this agreement.

Sincerely,

Pat Coffman,
Director of Library Services
Clay County
904 278-4748

Attachments 2

April 28, 2017

Pat Coffman
Director of Library Services
Clay County Library System
1895 Town Center Blvd.
Fleming Island, FL 32003

Dear Pat:

We look forward to the continued partnership with the Clay County Library System. As we have previously relayed to you, the former 3M Library Systems has merged with Bibliotheca, LLC. However, the quality RFID, self-checkout, collection management, AMH products and service as well as the people at 3M Library Systems are still here to meet the immediate and future needs of your library system.

The entire former 3M Library System management team have moved across to Bibliotheca. All former 3M employees who were part of the library business were offered positions in the new company. We're truly dedicated to combining the best of 3M with Bibliotheca, and it's the people that are the most important part of this.

Bibliotheca is the sole source provider of service for the library's 3M Library System Equipment. 3M has been manufacturing and servicing 3M security, productivity and information management solutions in libraries for more than 40 years. Please let us review some of the rationale to justify our claim.

- 3M is the developer and sole manufacturer of the 3M Library System Equipment in the Clay County Library System. These assets have now been purchased by Bibliotheca.
- Bibliotheca maintains patents and patents pending on certain parts of the 3M Library System Equipment at the Clay County Library System.
- Bibliotheca currently provides comprehensive service to the Clay County Library System.
- 3M Library System Equipment components are part of a matched component system that includes service, security gates, staff workstations, patron self-service devices, and applicators that apply the RFID tags to books and other items.
- Bibliotheca provides the only factory authorized service offering with technicians trained and equipped to maintain your 3M equipment in peak operating condition.

Maintenance Purchase

Service Agreements can only be purchased through Bibliotheca. **Bibliotheca provides the only factory authorized service offering with technicians trained and equipped to maintain your 3M FileTracking equipment in peak operating condition.**

This service agreement for maintenance of your equipment during warranty period and after are based on the correct usage of 3M™ RFID Equipment. DecisionOne Corporation is the only Bibliotheca authorized on-site service provider in the United States. Service calls are placed by calling Bibliotheca Customer Service at 1-800-328-0067. Software support is provided by Bibliotheca and on-site support is provided by factory trained technicians from DecisionOne Corporation dispatched by Bibliotheca. Service Agreements can only be purchased through Bibliotheca.

Thank you for your interest in the service we provide for 3M Library Systems equipment. If there are any further questions or problems, please feel free to contact us.

Sincerely,



Mary Zilles
Sales Operation Manager
m.zilles@bibliotheca.com



**CLAY COUNTY
FLORIDA**

**Clay County
Library Administration**
1895 Town Center Blvd.,
Fleming Island, FL
32003

Area Code: 904
Phone: (904) 541-5813
Fax: (904) 278-4747
<http://www.library.claycountygov.com>
Director of Library Services
Pat Coffman

County Manager
S. C. Kopelousos

Commissioners:
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www.claycountygov.com

memorandum

May 1, 2017

To: BCC/Daniel Littles
Contracts Coordinator

From: Pat Coffman
Director of Library Services

Re: Service & Maintenance Contract #QCZ30342 Bibliotheca 3M
Advance Payment Request

Funding for the payment of this annual contract renewal has always been done by advance payment.

Periodic payment is not Bibliotheca 3M's normal practice. They offer no periodic payment alternative. See attached vendor email for confirmation. Therefore, I am requesting we continue with the advance payment practice for this vendor and agreement.

Thank you for your consideration.

Sincerely,

Pat Coffman,
Director of Libraries
Clay County
904 278-4748

Pat Coffman

From: John Otte <j.otte@bibliotheca.com>
Sent: Friday, April 28, 2017 2:15 PM
To: Pat Coffman
Subject: RE: Prepayment RE: BIBLIOTHECA-3M--CLAY COUNTY FL--3M-13433 & 3M-QCZ30342-RENEWALS

Hi Pat,

This is a follow-up to our telephone & email conversations.

Normally we run our service agreement contracts on an annual renewal basis.

Our standard procedure is that we require the entire payment up front when the contract comes up for renewal.

We don't have an installment payment option, where you could pay i.e. quarterly or monthly.

We do have the ability to create multi-year agreements.

Even in a multi-year agreement contract scenario, in most cases, the entire amount of the service agreement (i.e. 2 years, 5 years etc.), is due at the front end of the contract to lock in the pricing.

I will send you a Sale Source provider letter for your reference in a separate email.

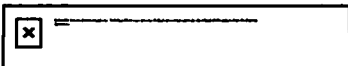
Let me know if you have any questions or need anything further.

Thanks

John Otte

John Otte
Contract Administrator
e: j.otte@bibliotheca.com
linkedin | facebook | twitter | youtube | website

3169 Holcomb Bridge Road | Norcross, GA 30071 | US
403 Hayward Avenue North | Oakdale, MN 55128 | US



Our solutions help libraries connect with their users, engage their communities, and evolve their offerings so they can transform into indispensable, equitable community hubs that inspire creativity, collaboration and life-long learning. Visit our website or contact us to find out more details!

From: Pat Coffman [mailto:Pat.Coffman@claycountygov.com]
Sent: Thursday, April 27, 2017 1:40 PM
To: John Otte <j.otte@bibliotheca.com>
Subject: Prepayment RE: BIBLIOTHECA-3M--CLAY COUNTY FL--3M-13433 & 3M-QCZ30342- RENEWALS

Hi John,

I left you a phone message but incase this works better. I do need you to confirm in an email please the payment requirements/advantages.

In other words

- Is prepayment required?
- If not required what are the options for periodic payments and are there any added fees?

If you could please just sent me an email stating these things so I can add this information to my contract packet I would appreciate it.

Thanks,

Pat

Pat Coffman
Director of Library Services
Clay County Library System
1895 Town Center Blvd.
Fleming Island, FL 32003
904 541-5813
Pat.coffman@claycountygov.com

From: John Otte [mailto:j.otte@bibliotheca.com]
Sent: Wednesday, April 26, 2017 12:42 PM
To: Pat Coffman <Pat.Coffman@claycountygov.com>
Subject: RE: BIBLIOTHECA-3M--CLAY COUNTY FL--3M-13433 & 3M-QCZ30342- RENEWALS

Hi Pat,

I am just checking in to make sure you received both the scanned copies of the quotes & the signed originals for the renewals of contract # s -3M-13433 & 3M-QCZ30342.

Let us know if you need anything else or if we can assist in any other way.

Thanks

John Otte



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FLORIDA**

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Fleming Island, FL
32003

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Phone: (904) 541-5813
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Director of Library Services
Pat Coffman

County Manager
S. C. Kopelousos

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www.claycountygov.com

memorandum

Date: May 11, 2017
To: Dan Littles, Contracts
Re: Contracts: **Bibliotheca (3M-QCZ30342)** and Bibliotheca 3M-13433)
Troy Nagle comments (identical comments on both contracts)— reply

Dan, I spoke with Troy provided him with the following answers.

1. Why two agreements? A-The Equipment was purchased at different times and had different annual expiration dates. Now we have Bibliotheca 3M as the vendor and were able to get all on the same time frame. There is no cost advantage one way or another but next cycle we can try to combine contracts. For now we would prefer to move forward as is.
2. Not all 3M equipment on these contracts? A-Yes, these two agreements do cover all our 3M theft detection equipment. Troy may be thinking that the security gates at HQ library are not on the contract and that would be correct, but, they are not 3M equipment.
3. Confusing? A-Each item is identified on the contract by unique serial numbers which is what we use when service is needed. It has not been confusing to the library nor the vendor. I offered Mr. Nagle a list by serial number but he declined.

Troy was fine with these clarifications when we spoke this morning, please let me know if you need anything further.

Sincerely,

Pat Coffman,
Director of Libraries
Clay County
904 278-4748

Daniel Littles

From: Troy Nagle
Sent: Monday, May 15, 2017 9:20 AM
To: Daniel Littles
Subject: RE: Bibliotheca contracts comment reply

Yes I spoke to her last week and I am satisfied..

Thanks
Troy Nagle, GISP MPA
MIS Director\911 Coordinator

From: Daniel Littles
Sent: Monday, May 15, 2017 9:16 AM
To: Troy Nagle
Subject: FW: Bibliotheca contracts comment reply

Good Morning Troy,

Hey, I received the attached from Pat Coffman. Does this satisfy the comments you had on the Bibliotheca Agreements? Thanks.

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

From: Pat Coffman
Sent: Thursday, May 11, 2017 10:08 AM
To: Daniel Littles <Daniel.Littles@claycountygov.com>
Subject: Bibliotheca contracts comment reply

Dan,
Good morning,
Attached is my memo as to the resolution of the "comments" made by Troy Nagle regarding the Bibliotheca 3M contracts #QC230342 and #13433. His comments were identical on both contracts so, one memo reply with both numbers.
Please let me know if this works and if you need and/or recommend anything else.
Thank you for all your assistance.
Sincerely,
Pat
Pat Coffman
Director of Library Services
Clay County Library System
1895 Town Center Blvd.

Fleming Island, FL 32003

904 541-5813

Pat.coffman@claycountygov.com



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 6 3:00 PM

TO: Finance and Audit Committee

DATE: 5/19/2017

FROM: Courtney K. Grimm

SUBJECT: Approval of Proposed Second Amendment to Adult Drug Court 2016-17 Funding Agreement (#2016/17-13). There is no change in contract amount (See attachments for additional information.) Funding Source: 134-1067-531000 (State Court/Local Req Fund - Drug Court - Professional Svcs) (C. Grimm)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

At the request of Teri Hamlyn, Director of Treatment Courts, Fourth Judicial Circuit, this Second Amendment is being submitted in order to revise Paragraph 6 of the Funding Agreement to remove some allocations, and to also increase and decrease other allocations to services.

Is Funding Required (Yes/No):
Yes

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

Funding Source: Funding is not affected by the amendment.

Sole Source (Yes/No):
No

Advanced Payment
(Yes/No):
No

ATTACHMENTS:

Description

▣ F&A Memo

▫ Adult Drug Court 2016-17 Funding Agreement-SECOND AMENDMENT

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Grimm, Courtney K.	Approved	5/30/2017 - 9:09 AM	
County Manager	Kopelousos, Stephanie	Approved	5/31/2017 - 11:13 AM	



**CLAY COUNTY
FLORIDA**

County Attorney's Office
Post Office Box 1366
Green Cove Springs, FL
32043-1366

Phone (904) 269-6377
(904) 284-6377
Fax (904) 269-6346
(904) 284-6346

County Attorney
Courtney K. Grimm
Courtney.Grimm@claycountygov.
com

**Chief Assistant County
Attorney**
Frances J. Moss, BCS*
Fran.Moss@claycountygov.com

Commissioners
Mike Cella
District 1
Wayne Bolla
Chairman, District 2

Diane Hutchings
Vice-Chairman, District 3

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www.claycountygov.com

*Board Certified Specialist in City,
County and Local Government Law

May 17, 2017

MEMORANDUM

To: Finance & Audit Committee
From: Courtney K. Grimm, County Attorney 
Re: Proposed Second Amendment to Adult Drug Court 2016-17
Funding Agreement (Agreement/Contract No. 2016/17-13)

The County and Clay Behavioral Health Center, Inc. (CBHC), have entered into the above-referenced Adult Drug Court 2016-17 Funding Agreement (the Agreement). The Agreement in paragraph 6 sets forth the funding obligations of the County and identifies the authorized services with specified quantities, rates and funding limits for each. The County's total annual funding obligation is \$231,545.00.

Director of Treatment Courts, Teri Hamlyn, contacted me by email on May 10, 2017 proposing a Second Amendment to the Agreement. The Second Amendment to the Agreement would revise paragraph 6 of the Agreement to remove the allocation for Detox Services, increase the allocations for Residential Treatment Services, SCRAM Alcohol Monitoring Devices, Housing Assistance and Drug Patch Monitoring, and decrease the allocations for Urinalysis Drug and Alcohol Testing. The Amendment to the Agreement, however, would not change the County's total annual funding obligation, which would remain at \$231,545.00.

Attached is a Second Amendment to the Agreement prepared in accordance with Ms. Hamlyn's request. The Second Amendment to the Agreement is submitted for the Committee's consideration and recommendation.

CKG/attachments

AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE F&A 06/06/17 BCC 06/13/17
DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED		
DATE:	May 17, 2017	
Staff Member Preparing Form:	Daphne Roberts	
Department Submitting Contract:	County Attorney	
Vendor Name:	CLAY BEHAVIORAL HEALTH CENTER, INC.	
Contract Title:	ADULT DRUG COURT FUNDING AGREEMENT #2016/17-13 – SECOND AMENDMENT	
SUMMARY (TO BE COMPLETED BY DEPARTMENT)		
1. New Contract	Y <input checked="" type="radio"/> N	9. Contract Amount (*Detail negotiation efforts below) \$231,545.00 NTE
2. Renewal/Amend./Supplement	<input checked="" type="radio"/> Y N	10. Last Year's Price (*If increase explain below) \$295,546.00 NTE
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 October 1, 2016 – September 30, 2017
6. Automatic renewal	n/a N	
7. Standard Addendum Executed (provided on original contract)	Y <input checked="" type="radio"/> N	Requested Action: Approval of this Second Amendment to Adult Drug Court Funding Agreement #2016/17-13, which only makes changes to allocations to services (revises Paragraph 6) but does not change the County's funding obligation.
8. Advance Payment Required	Y <input checked="" type="radio"/> N	
Funding Source Account Number: 134-1067-531000 Account Name: STATE COURT- LOCAL REQ. FUND-DRUG COURT- PROFESSIONAL SERVICES		
Background/Purpose: At the request of Teri Hamlyn, Director of Treatment Courts, Fourth Judicial Circuit, this Second Amendment is being submitted in order to revise Paragraph 6 of the Funding Agreement to remove, increase, and decrease some of the allocations to services.		

Approvals

Purchasing: <i>DR</i>	No Changes	With Changes
Review Date: 5-18-17	<input checked="" type="checkbox"/>	

Recommended Changes: _____

Budget: <i>DR</i>	No Changes	With Changes
Review Date: 5/18/17	<input checked="" type="checkbox"/>	

Finance: <i>LM</i>	No Changes	With Changes
Review Date: 5/19/17	<input checked="" type="checkbox"/>	

*Price Negotiation Efforts: _____

RECEIVED
 PURCHASING DIVISION
 2017 MAY 17 P 2:37
 CLAY COUNTY BOARD OF
 COMMISSIONERS

County Attorney: <i>AB</i>	No Changes	With Changes	
Review Date: <i>5.17.17</i>	Prepared by <i>Jegal</i>		

** Sole Source Explanation: _____

In Re: Clay County Agreement/Contract No. 2016/17- 13

Second Amendment to
Adult Drug Court 2016-17 Funding Agreement

This Second Amendment to Adult Drug Court 2016-17 Funding Agreement (this Instrument) is made and entered into by and between Clay County, a political subdivision of the State of Florida (the County), and Clay Behavioral Health Center, Inc., a Florida nonprofit corporation (Clay Behavioral), as of the 1st day of October, 2016.

Recitals

WHEREAS, the parties have heretofore entered into that certain Adult Drug Court 2016-17 Funding Agreement dated as of the 1st day of October, 2016, and designated by the County as Agreement/Contract No. 2016/17-13 (the Agreement); and,

WHEREAS, the parties subsequently amended the Agreement by means of that certain First Amendment to Adult Drug Court 2016-17 Funding Agreement dated as of the 1st day of October, 2016 (the First Amendment); and,

WHEREAS, the parties desire to further amend the Agreement, as previously amended pursuant to the First Amendment, with regard to the Services and Eligible Expenses set forth therein so as to remove the allocation for Detox Services, increase the allocations for Residential Treatment Services, SCRAM Alcohol Monitoring Devices, Housing Assistance and Drug Patch Monitoring, and decrease the allocations for Urinalysis Drug and Alcohol Testing.

IN CONSIDERATION OF the foregoing Recitals, the mutual covenants and promises herein set forth, and for other good and valuable consideration, including the sum of ten dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties hereby agree as follows:

1. All capitalized terms used in this Instrument shall have the same meaning as used in the Agreement.

2. Effective as of October 1, 2016, paragraph 6 of the Agreement is amended to read in its entirety as follows:

6. The maximum obligation on the part of the County to pay Clay Behavioral for Services and to reimburse Clay Behavioral for Eligible Expenses under this Agreement shall never exceed the sum of \$231,545.00 in total. The maximum obligation on the part of the County to pay Clay Behavioral for Services and to reimburse Clay Behavioral for Eligible Expenses under this Agreement for any particular calendar month shall not exceed the sum of \$19,295.41 allocated among the following categories as indicated:

- (a) Assessments (In-Jail or Onsite): 60 assessments at a unit cost of \$70.00 per assessment for a total cost of \$4,200.00.
- (b) Individual Therapy: 400 one-hour sessions at a unit cost of \$70.00 per hour for a total cost of \$28,000.00.
- (c) Group Treatment Services: 2,000 sessions at the unit cost of \$48.00 per session for a total cost of \$96,000.00.
- (d) Urinalyses Drug and Alcohol Testing Services: 535 tests at the maximum unit cost of \$15.00 per test for a total cost of \$8,025.00.
- (e) Medication Management Evaluations including Psychological/Psychiatric Evaluations: 40 sessions at the maximum unit cost of \$300.00 per session for a total cost of \$12,000.00.
- (f) Ongoing Medication Management: 100 sessions at the maximum unit cost of \$70.00 per session for a total cost of \$7,000.00.
- (g) Treatment Case Management Services: 250 units of client and non-client specific case management (court preparation/ attendance) at a unit cost of \$20.00 per hour for a total cost of \$5,000.00.
- (h) Treatment Case Management Mileage: 1,500.00 miles/units at the unit cost of \$0.445 per mile for a total cost of \$667.50.
- (i) Residential Treatment Services: 151 one-day units at the maximum unit cost of \$115.00 per day for a total cost of \$17,365.00.
- (j) Social Activities: 6 group functions for Participants and Family at the maximum unit cost of \$250.00 per function for a total cost of \$1,500.00.
- (k) Individual Incentives: 100 incentives (certificates for food, goods or activities) at the maximum unit cost of \$20.00 per incentive for a total cost of \$2,000.00.
- (l) GED Preparation and Testing including books, courses and tests: 20 units at the maximum unit cost of \$70.00 per Course/Book/Test for a total cost of \$1,400.00.
- (m) Subprogram Materials including books and videos: Cost reimbursement for books, videos and/or educational curriculum purchased as needed for a total cost of \$2,000.00.

- (n) Drug Patch/24 Hour Per Day Monitoring Services: Cost Reimbursement for the daily monitoring of the Drug Patch Device at the maximum monthly unit cost of \$366.00 per individual for a total cost of \$5,856.00. Application fee is set at \$25.00 per unit/individual. The Daily Monitoring cost is set at \$11.00 per day, per individual.
- (p) Transportation: 75 Gas Cards at the maximum unit cost of \$20.00 per card for a total cost of \$1,500.00.
- (q) Housing Assistance including contracted rental costs: (Rent, Utilities, Deposits, Food, etc.): Cost Reimbursement as needed for a total cost of \$26,861.50.
- (r) Alcohol Monitoring Device: Cost Reimbursement for the installation and daily monitoring of the SCRAM Alcohol Monitoring Device at the maximum unit cost of \$383.50 per month, per individual, for a total cost of \$7,670.00. Installation cost is set at \$120.00 per unit/individual. The Daily Monitoring cost is set at \$8.50 per day, per individual.
- (s) Urine Specimen Collection for Drug and Alcohol Testing Services: 3,000 units at the unit cost of \$1.50 per unit for a total cost of \$4,500.00.

If less than the full allocation for a particular category in this paragraph is paid or reimbursed for a particular calendar month, then the remaining balance for said allocation may be added to the allocation for any subsequent calendar month. The County shall make payment on all Statements in accordance with the Local Government Prompt Payment Act. Notwithstanding any provision of this Agreement to the contrary, the County's obligation to pay Clay Behavioral for Services and to reimburse Clay Behavioral for Eligible Expenses under this Agreement shall be limited to the lesser of (i) the amount of funds appropriated therefor by the County for expenditure during its fiscal year commencing October 1, 2016, from revenues received by the County under Sec. 2-1, Clay County Code, and allocated pursuant to subsections (a)(1) and (c) thereof; and (ii) the amount of such revenues actually received and so allocated by the County less payments made from such revenues to Clay Behavioral for certain services rendered and eligible expenses incurred under a separate Adult Drug Court 2016-17 Case Management Funding Agreement between the parties of even date herewith, as the same may be subsequently amended from time to time. Except where indicated otherwise, the allocations set forth in this paragraph are based on, and shall be limited to, a total of sixty (60) Participants.

3. The Recitals set forth hereinabove form an integral part of this Instrument. When construing this Instrument, all resort shall be had to the Recitals to the extent necessary to give the fullest effect to the manifest intent of the parties set forth in this Instrument.

4. Except as amended pursuant to paragraph 2 of this Instrument, the Agreement, as previously amended pursuant to the First Amendment, remains in full force and effect in accordance with its terms.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to have been executed on behalf of each as of the date and year first above-written.

County:

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

By: _____
Wayne Bolla
Its Chairman

ATTEST FOR CLAY COUNTY:

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

Clay Behavioral:

Clay Behavioral Health Center, Inc., a
Florida nonprofit corporation

By: _____
Irene M. Toto
Its Chief Executive Officer



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 6 3:00 PM

TO: Finance and Audit Committee

DATE: 5/23/2017

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of the State Financial Assistance Agreement with the Florida Department of Agriculture and Consumer Services (FDACS), regarding mosquito control, for the period of October 1, 2016 to September 30, 2017, in an amount not to exceed \$31,540.00. Additional approval of budget resolution to restore Mosquito Control Grant revenue and expenditure accounts to actual instead of the projected grant amount budgeted FY 16/17 by \$2,755.00. Funding Sources: 101-3709A-540000 & 552200 (Transportation Trust Fund / Mosquito Control Grant / Travel & Per Diem and Chemicals & Lab Supplies) (D. Smith/S. Russ)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This is a grant payable to the County in quarterly installments for conducting arthropod/mosquito control.

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

Funding Sources: 101-3709A-Various (Transportation Fund / Mosquito Control Grant / Various Object Accounts)

Account # 101-101-334691	Mosquito Control Grant (Revenue)	(\$2,755.00)
Account # 101-3709A-540000	Travel & Per Diem	(\$2,000.00)
Account # 101-3709A-552200	Chemicals & Lab Supplies	(\$755.00)
Account# -		Amount-

Account# -

Amount-

Sole Source (Yes\No):

No

Advanced Payment

(Yes\No):

No

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ☐ FDACS-State Financial Assistance Agreement-Mosquito Control
- ☐ Annual Certified Budget-Mosquito Control
- ☐ Resolution amending Mosquito Control Grant budget

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	6/1/2017 - 8:36 AM	
County Manager	Kopelousos, Stephanie	Approved	6/1/2017 - 3:40 PM	

RECEIVED

JAN - 3 2017

AGREEMENT/CONTRACT REVIEW FORM

MEETING DATE

BCC

F&A 6-6-17

DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED

Clay County Attorney's Office

DATE:

12-20-16

Staff Member Preparing Form:

Sonya D. Floyd Gause

Department Submitting Contract:

Public Works - Mosquito Control

Vendor Name:

FDACS - Florida Department of Agriculture and Consumer Services

Contract Title:

State Financial Assistance Recipient Agreement

SUMMARY (TO BE COMPLETED BY DEPARTMENT)

1. New Contract	Y	N	9. Contract Amount (*Detail negotiation efforts below)	\$ 31540.00 (see pg 4)
2. Renewal/Amend./Supplement	Y	N	10. Last Year's Price (*If increase explain below)	\$ 31540.00
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	0
5. Need to waive bid policy	Y	N	13. Length of Term	12 months
6. Automatic renewal	n/a	N		
7. Standard Addendum Executed	Y	N/A	Requested Action: Review and Accept the contract	
8. Advance Payment Required	Y	N/A		

Funding Source

Account Number:

101-3709A-Various

Account Name:

Transportation Fund - Mosquito Control Grant - Various Objects

Approvals

Purchasing:

No

With

Changes

Changes

Review Date:

12-30-16

No

Changes

With

Changes

Recommended Changes:

Budget:

No

With

Changes

Changes

Review Date:

12/30/16

No

Changes

With

Changes

Finance:

No

With

Changes

Changes

Review Date:

1/3/17

No

Changes

With

Changes

County

No

With

Changes

Changes

Review Date:

1-5-16

No

Changes

With

Changes

** Sole Source Explanation:

*Price Negotiation Efforts:

notes - Is this agreement retroactive to

Oct 1, 2016?

The agt. says its effective

from date of execution thru

9/30/17 which would only be

a 9 month agt ???

RECEIVED
PURCHASING DIVISION
2016 DEC 30 2:23
CLAY COUNTY BOARD OF
COMMISSIONERS



ADAM H. PUTNAM
COMMISSIONER

CLAY COUNTY
AGREEMENT/CONTRACT # _____

Florida Department of Agriculture and Consumer Services
Division of Administration

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and Clay County Board of Commissioners, acting on behalf of Clay County, Florida, a political subdivision of the State of Florida, the RECIPIENT.

CONTRACT PERIOD: October 1, 2016 to September 30, 2017

SCOPE OF WORK: The RECIPIENT agrees to provide the following services:

Comply with the requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-13, Florida Administrative Code to conduct arthropod/mosquito control.

DELIVERABLES: The RECIPIENT must provide the following quantifiable, measureable and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

- A. Submit two copies of the RECIPIENT'S operational work plan on form "Operational Work Plan for Mosquito Control" (FDACS-13666, Rev. 07/13) and detailed work plan on form "Detailed Work Plan Budget - Arthropod Control" (FDACS-13623, Rev. 07/13) shall be submitted to the DEPARTMENT no later than July 15, 2017 as part of the application/re-application process for state aid for fiscal year 2017-2018. Any state or local funds budgeted for the control of mosquitoes in a previous fiscal year shall be estimated and re-budgeted for such control measures the following fiscal year on the RECIPIENT'S detailed work plan budget.
- B. Submit two copies of the RECIPIENT'S certified budget on the form "Annual Certified Budget for Arthropod Control" (FDACS-13617, Rev. 07/13) shall be submitted to the DEPARTMENT no later than September 30, 2016. If any changes are made to the Annual Certified Budget for Arthropod Control, a budget

amendment on the form "Arthropod Control Budget Amendment" (FDACS-13613, Rev. 07/13) must be submitted to the DEPARTMENT prior to over-expending funds in any account or expending funds in non-budgeted accounts.

- C. Submit a monthly financial report to the DEPARTMENT on the form "Mosquito Control Monthly Report" for State Funds (FDACS-13650, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.
- D. Submit supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc.) with date specified for all state funds that are expended and reported on the form "Mosquito Control Monthly Report" for State Funds (FDACS-13650, Rev. 07/13).
- E. Submit a monthly financial report to the DEPARTMENT on the form "Mosquito Control Monthly Report" for Local Funds (FDACS-13663, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.
- F. Submit supporting documentation (i.e. receipts, travel vouchers, meeting agendas, invoices, etc.) with date specified for required 25% matching local funds as detailed in Rule Chapter 5E-13.030, Florida Administrative Code that are expended and reported on the form "Mosquito Control Monthly Report" for Local Funds (FDACS-13663, Rev. 07/13).
- G. Submit a monthly pesticide activity report to the DEPARTMENT on the form "Mosquito Control Monthly Activity Report" (FDACS-13652, Rev. 07/13) no later than thirty days after the end of each month.
- H. Submit one copy of each financial reporting package containing Nonstate entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action

plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General of The State of Florida to be necessary.

I. Execution of this contract shall serve as RECIPIENT'S acknowledgment that it is subject to Section 215.97, Florida Statutes.

Intellectual property is subject to the following provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the RECIPIENT nor any individual employed under this contract shall have any proprietary interest in the product.
- B. With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.
- C. In the event it is determined as a matter of law that any such work is not a "work for hire," RECIPIENT shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.
- D. The foregoing shall not apply to any preexisting software, or other work of authorship used by RECIPIENT to create a deliverable but which exists as work independent of the deliverable, unless the preexisting software or work was developed by RECIPIENT pursuant to a previous contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

The DEPARTMENT agrees to provide the following services:

N/A

The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 85111704

The DEPARTMENT will pay the RECIPIENT as follows:

An amount not to exceed \$31,540.00 payable in equal quarterly installments upon receipt of required reports submitted to the DEPARTMENT within statutory deadlines.

Bills for any authorized travel expenses shall be submitted and paid in accordance with the rates specified in section 112.061, Florida Statutes, governing payments by the state for travel expenses. Authorization for travel expenses must be specified in the paragraph for payments directly above.

Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.

Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

Transaction Fee: RECIPIENT shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to section 287.057(22), F.S., and any rules implementing section 287.057, F.S.

Invoices returned to a RECIPIENT due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.

This contract may be cancelled by either party giving 30 days written notice.

The DEPARTMENT may terminate this contract at any time in the event of the default or failure of the RECIPIENT to fulfill any of its obligations hereunder. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following:

- A. Temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT.
- B. Disallow all or part of the cost of the services not in compliance.
- C. Wholly or partly suspend or terminate this contract.

The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FRESHFROMFLORIDA.COM

The RECIPIENT must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the DEPARTMENT in order to perform the service.

- B. Provide the public with access to public records on the same terms and conditions that the DEPARTMENT provides the records and at a cost that does not exceed the cost provided by the 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.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the DEPARTMENT all public records in possession of the RECIPIENT upon termination of the 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 DEPARTMENT in a format that is compatible with the information technology systems of the DEPARTMENT.

Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the RECIPIENT. If initially competitively procured, contracts for contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the RECIPIENT. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3) (a) and (c), Florida Statutes, may not be renewed.

It is mutually understood and agreed:

- A. The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature as provided in section 287.0582, Florida Statutes.

- B. Payments made under this contract are subject to the approval of the State Chief Financial Officer (Department of Financial Services).

Subject to the requirements of section 216.347, Florida Statutes, a state agency, a water management district or the judicial branch may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch or a state agency.

There are uniform state audit requirements for state financial assistance provided by state agencies to nonstate entities to carry out state projects in accordance with and subject to requirements of section 215.97, Florida Statutes, which may be applicable to and binding upon RECIPIENT. Nonstate entity means a local governmental entity, nonprofit organization, or for-profit organization that receives state resources. Recipient means a Nonstate entity that receives state financial assistance directly from a state awarding agency.

- A. In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such RECIPIENT, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this department resource, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
- B. Audits conducted pursuant to section 215.97, Florida Statutes, shall be: (1) performed annually, and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- C. Regardless of the amount of the state financial assistance, the provisions of section 215.97, Florida Statutes, do not exempt a nonstate entity from compliance with provisions of law relating to maintaining records concerning state financial assistance to such nonstate entity or allowing access and examination of those records by the state awarding agency, the Chief Financial Officer, or the Auditor General.
- D. If the RECIPIENT expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. If the nonstate entity does not meet the threshold requiring the state single audit, such nonstate entity must meet terms and conditions specified in this written agreement with the state awarding agency. In the event that the RECIPIENT expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision of section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the RECIPIENT's resources obtained from other than state entities).
- E. Each state awarding agency shall:
 - (1) Provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of section 215.97, Florida Statutes.
 - (2) Require the RECIPIENT, as a condition of receiving state financial assistance, to allow the state awarding agency, the Chief Financial Officer, and the Auditor General access to the RECIPIENT's records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of section 215.97, Florida Statutes. The RECIPIENT is required to maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.

(3) Notify the RECIPIENT that section 215.97, Florida Statutes, does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.

(4) Be provided by RECIPIENT one copy of each financial reporting package prepared in accordance with the requirements of section 215.97, Florida Statutes. The financial reporting package means the nonstate entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of section 215.97, Florida Statutes. Copies of the financial reporting package required by this agreement shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

(a) The Florida Department of Agriculture
and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

(b) The Auditor General's Office at the following
address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

F. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- G. The RECIPIENT shall maintain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The RECIPIENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.
- H. The RECIPIENT shall be required to ensure expenditures of state financial assistance be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.
- I. The RECIPIENT agrees that this agreement may be charged only with allowable costs resulting from obligations incurred during the term of this agreement.
- J. The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.
- K. Any funds paid in excess of the amount to which the RECIPIENT is entitled under this Agreement must be refunded to the DEPARTMENT.

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, in accordance with section 287.042, Florida Statutes, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 877-4816 and fax number (850) 942-7832.

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, in accordance with section 287.095(3), Florida Statutes, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE of Florida, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.

The RECIPIENT is informed that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a RECIPIENT, supplier, subRECIPIENT or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The RECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

The RECIPIENT is informed that the employment of unauthorized aliens by any RECIPIENT is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

The RECIPIENT is informed that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a RECIPIENT, supplier, subRECIPIENT, or consultant under contract with any public entity, and may not transact business with any public entity.

The RECIPIENT will comply with section 20.055, Florida Statutes.

In the event that two or more documents combine to form this agreement between the parties, including future amendments and addenda, and in the event that there are contradictory or conflicting clauses or requirements in these documents, the provisions of the document(s) prepared by the DEPARTMENT shall be controlling.

All contracts entered into by the DEPARTMENT or any division or bureau thereof, are and shall be controlled by Florida law, contrary provisions notwithstanding.

In the event that any clause or requirement of this agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

Special Conditions: See attachment_____ or N/A N/A

The Contract Manager for the DEPARTMENT is Stacey Dallis Reese, Agricultural Environmental Services, Office of the Director, Contracts Section, 3125 Conner Boulevard, Suite E, Tallahassee, Florida 32399.

The Contract Manager for the RECIPIENT is Sonya Floyd, Director, 5 Esplande Avenue, Green Cove Springs, Florida 32043.

State resources awarded to the RECIPIENT pursuant to this agreement and are from Florida Department of Agriculture and Consumer Services, CSFA: 42.003 - \$ 31,540.00

If state resources awarded to the RECIPIENT are to be used as matching resources for federal programs, identify the name of federal agency and catalog of Federal Domestic Assistant (title and number).

Signed by parties to this agreement:

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

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

Signature

Director of Administration
Title

Date

Signature

Title

Date

ATTEST:

**S.C. Kopelousos
County Manager &
Ex-officio Clerk of the Board**



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services
ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL

Submit to:
Mosquito Control
3125 Conner Blvd, Bldg 6
Tallahassee, FL 32399-1650

ADAM H. PUTNAM
COMMISSIONER

Section 388.361, F.S. and 5E-13.027(1), F.A.C.
Telephone: (850) 617-7995; Fax (850) 617-7969

County or District CLAY COUNTY

FISCAL YEAR: OCTOBER 1, 2016 - SEPTEMBER 30, 2017

RECEIPTS

Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	\$279,648.00	\$279,648.00	
334.1	State Grant	\$32,467.65	\$0.00	\$32,467.65
362	Equipment Rentals	\$0.00	\$0.00	\$0.00
337	Grants and Donations	\$0.00	\$0.00	\$0.00
361	Interest Earnings	\$0.00	\$0.00	\$0.00
364	Equipment and/or Other Sales	\$0.00	\$0.00	\$0.00
369	Misc./Refunds (prior yr expenditures)	\$0.00	\$0.00	\$0.00
380	Other Sources	\$0.00	\$0.00	\$0.00
389	Loans	\$0.00	\$0.00	\$0.00
TOTAL RECEIPTS		\$312,115.65	\$279,648.00	\$32,467.65
Beginning Fund Balance		\$1,827.35	\$0.00	\$1,827.35
Total Budgetary Receipts & Balances		\$313,943.00	\$279,648.00	\$34,295.00

EXPENDITURES

Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	\$138,037.00	\$138,037.00	\$0.00
20	Personal Services Benefits	\$75,890.00	\$75,890.00	\$0.00
30	Operating Expense	\$0.00	\$0.00	\$0.00
40	Travel & Per Diem	\$2,000.00	\$0.00	\$2,000.00
41	Communication Serv	\$1,000.00	\$0.00	\$1,000.00
42	Freight Services	\$0.00	\$0.00	\$0.00
43	Utility Service	\$0.00	\$0.00	\$0.00
44	Rentals & Leases	\$0.00	\$0.00	\$0.00
45	Insurance	\$0.00	\$0.00	\$0.00
46	Repairs & Maintenance	\$3,090.00	\$2,000.00	\$1,090.00
47	Printing and Binding	\$650.00	\$650.00	\$0.00
48	Promotional Activities	\$0.00	\$0.00	\$0.00
49	Other Charges	\$2,500.00	\$2,500.00	\$0.00
51	Office Supplies	\$500.00	\$500.00	\$0.00
52.1	Gasoline/Oil/Lube	\$0.00	\$0.00	\$0.00
52.2	Chemicals	\$79,250.00	\$50,000.00	\$29,250.00
52.3	Protective Clothing	\$735.00	\$735.00	\$0.00
52.4	Misc. Supplies	\$2,545.00	\$2,000.00	\$545.00
52.5	Tools & Implements	\$2,500.00	\$2,500.00	\$0.00
54	Publications & Dues	\$746.00	\$336.00	\$410.00
55	Training	\$2,000.00	\$2,000.00	\$0.00
60	Capital Outlay	\$2,500.00	\$2,500.00	\$0.00
71	Principal	\$0.00	\$0.00	\$0.00
72	Interest	\$0.00	\$0.00	\$0.00
81	Aids to Government Agencies	\$0.00	\$0.00	\$0.00
83	Other Grants and Aids	\$0.00	\$0.00	\$0.00
89	Contingency (Current Year)	\$0.00	\$0.00	\$0.00
99	Payment of Prior Year Accounts	\$0.00	\$0.00	\$0.00
TOTAL BUDGET AND CHANGES		\$313,943.00	\$279,648.00	\$34,295.00
0.001	Reserves - Future Capital Outlay	\$0.00	\$0.00	\$0.00
0.002	Reserves - Self-Insurance	\$0.00	\$0.00	\$0.00
0.003	Reserves - Cash Balance to be Carried Forward	\$0.00	\$0.00	\$0.00
0.004	Reserves - Sick and Annual Leave Trans Out	\$0.00	\$0.00	\$0.00
TOTAL RESERVES ENDING BALANCE		\$0.00	\$0.00	\$0.00
TOTAL BUDGETARY EXPENDITURES AND RESERVES BALANCES		\$313,943.00	\$279,648.00	\$34,295.00
ENDING FUND BALANCE		\$0.00	\$0.00	\$0.00

I certify that the budget shown was adopted on this _____ Day of _____ 20_____

SIGNED: _____

Chairman of the Board, or Clerk of Circuit Court

APPROVED: State of Florida Department of Agriculture and Consumer Services, Mosquito Control Program

SIGNED: _____

Mosquito Control Program

CLAY COUNTY
RESOLUTION # _____

WHEREAS, the following revenue from the State of Florida, Department of Agriculture and Consumer Services, Mosquito Grant funding is less than what was approved in fiscal year 2016/2017 budget, and

WHEREAS, Section 129.06(2)(d) of the Florida Statutes stipulates that a receipt of a nature from a source not anticipated in the budget and received for a particular purpose may, by resolution of the Board, be appropriated and expended for that purpose, and

WHEREAS, these funds are to be used by the Mosquito Control Division,

THEREFORE, pursuant to Section 129.06(2)(d) of the Florida Statutes, let it be resolved that the following budget be adopted.

REVENUE

Mosquito Control Grant	101-101-334691	(\$ 2,755.00)
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EXPENDITURES

Travel & Per Diem	101-3709A-540000	(\$ 2,000.00)
Chemicals & Lab Supplies	101-3709A-552200	(\$ 755.00)

Board of County Commissioners
Clay County, Florida

DATE

Wayne Bolla, Chairman

ATTEST:

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



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 6 3:00 PM

TO: Finance and Audit Committee

DATE: 5/30/2017

FROM: Edward Lehman

SUBJECT: The Florida Department of Economic Opportunity (DEO) is currently soliciting requests for its Community Planning Technical Assistance Grants. The grants are intended to aid local governments in meeting the requirements of the Community Planning Act, addressing critical local planning issues and promoting innovative planning solutions pursuant to section 163.3168, F.S. Funding requests range from \$25,000 to \$40,000. Staff requests the Committee authorize submittal of an application that would be for funding to develop a Bicycle and Pedestrian Master Plan. (H. Coyle)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The County's Comprehensive Plan contains objectives and policies in support of an interconnected network of sidewalks and bicycle trails/paths. Since most funding for pedestrian and bicycle facilities comes from state and federal grants, having a master plan that identifies priorities based on significant community input will give the County a strategic advantage in future competitive grant applications.

Is Funding Required (Yes/No):

No

If Yes, Was the item budgeted

(Yes/No/N/A):

Funding Source: Not Applicable

Sole Source (Yes/No):

Advanced Payment

(Yes/No):

ATTACHMENTS:

Description

▣ Staff memo

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Planning	Lehman, Ed	Approved	5/31/2017 - 10:49 AM	
Planning	Coyle, Holly	Approved	5/31/2017 - 10:55 AM	
County Manager	Kopelousos, Stephanie	Approved	5/31/2017 - 11:13 AM	



**Department of Economic
and Development Services**

Memorandum

To: Finance and Audit Committee
From: Beth Carson, Senior Planner, Planning Division
Date: May 31, 2017
Re: Dept. of Economic Opportunity Technical Assistance Grant Application

Issue: Regarding Submittal of Application for Technical Assistance Grant

Background: The Florida Department of Economic Opportunity (DEO) is currently soliciting requests for its Community Planning Technical Assistance Grants. The grants are intended to aid local governments in meeting the requirements of the Community Planning Act, addressing critical local planning issues and promoting innovative planning solutions pursuant to section 163.3168, F.S. Funding requests range from \$25,000 to \$40,000.

Our grant request would be for funding to develop a Bicycle and Pedestrian Master Plan that would synthesize prior planning efforts, include gap analysis in particular as related to Safe Routes to School, and identify connectivity opportunities with our municipalities and neighboring Counties. The process would include community engagement through workshops and a website, both for educational purposes and to further develop a prioritized list of projects.

The County's Comprehensive Plan contains objectives and policies in support of an interconnected network of sidewalks and bicycle trails/paths as follows:

Objective 1.10: The County shall establish an interconnected system of rights-of-way which provides for the safe, convenient and efficient movement of non-motorized traffic, specifically pedestrian and bicycle accommodations.

Policy 1.10.7: The County shall maintain a bicycle corridor long-range plan in coordination with the TPO's Bicycle/Pedestrian Advisory Committee (BPAC).

Policy 1.10.9: The County shall cooperate with FDOT and adjacent local governments in efforts to develop an interconnected pedestrian and bicycle travel-way network within the County and between Counties.

Future funding sources will also be identified in the Master Plan. Since most funding for pedestrian and bicycle facilities comes from state and federal grants, having a master plan that identifies priorities based on significant community input will give the County a strategic advantage in future competitive grant applications.

Recommended Action: Approval to submit an application to DEO no later than June 23.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 6 3:00 PM

TO: Finance and Audit Committee

DATE: 5/30/2017

FROM: Administrative and
Contractual Services

SUBJECT: Approval of the HVAC Control System Diagnostics and Replacement Agreement, for the Clay County Courthouse, with Certified Air Contractors, Inc., d/b/a Certified Control Systems, for a term of 120 days from commencement, at the cost of \$98,372.00. Funding Source: 106-1000-546100 (Court Facility Fund / Court Facilities / Repairs and Maintenance) (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Bid No. 16/17-13 for this project were opened on April 4, 2017 and subsequently awarded to the low bidder Certified Air Contractors, Inc., d/b/a Certified Control Systems at the bid price of \$98,372.00.

Is Funding Required (Yes/No):
Yes

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

Funding Source: Court Facility Fund / Court Facilities / Repairs and Maintenance

Account # 106-1000-546100 Amount - \$98,372.00

Sole Source (Yes/No):
No

Advanced Payment
(Yes/No):
No

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

Description

- ▣ Agreement-Certified Air Contractors, Inc., d/b/a Certified Control Systems

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	6/1/2017 - 8:39 AM	
County Manager	Kopelousos, Stephanie	Approved	6/1/2017 - 3:41 PM	

RECEIVED		AGREEMENT/CONTRACT REVIEW FORM		MEETING DATE BCC FIN 6-6-17	
MAY 19 2017		DO NOT PLACE ITEMS ON AN AGENDA UNTIL REVIEW IS COMPLETED			
Clay County Attorney's Office					
DATE:	4 MAY 2017				
Staff Member Preparing Form:	James Householder				
Department Submitting Contract:	Facilities Management Office				
Vendor Name:	Certified Control Systems <i>Certified Air Contractors, Inc. d/b/a Certified Control Systems</i>				
Contract Title:	Agreement/Contract #16/17 - _____ HVAC Control System Diagnostics and Replacement at the Clay County Courthouse				
SUMMARY (TO BE COMPLETED BY DEPARTMENT)					
1. New Contract	Y	N	9. Contract Amount (*Detail negotiation efforts below)	\$98,372.00	
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	120 Days from commencement	
6. Automatic renewal	Y	N	Requested Action: Approval of Agreement / Contract #16/17 - _____, HVAC Control System Diagnostics and Replacement at the Clay County Courthouse		
7. Standard Addendum Executed	Y	N			
8. Advance Payment Required	Y	N			
Funding Source		Background/Purpose: The bids for this project were opened on 4 April 2017, Certified Control Systems was selected based on lowest price.			
Account Number: 106-1000- 546100					
Account Name: Court Facility Fund - Court Facilities - Repairs and Maintenance.					

Approvals

Purchasing:	No Changes	With Changes
Review Date: 5-18-17		✓

Recommended Changes: **See multiple hand written comments on pages 1, 2, 3, 4, 5, 6, 7, 9, 10, 12, Exhibit A, Standard Addendum signature page and Scrutinized Companies Certification.*

Budget:	No Changes	With Changes
Review Date: 5/18/17	✓	

Finance:	No Changes	With Changes
Review Date: 5/18/17	✓	

*Price Negotiation Efforts: _____

County Attorney:	No Changes	With Changes
Review Date: 5/18/17		✓

**Need to nail down payment/performance bond issue in this agreement*

** Sole Source Explanation:

**All comments have been addressed*

RECEIVED
PURCHASING DIVISION
MAY 16 A 8:13
CLAY COUNTY BOARD OF COMMISSIONERS

HVAC Control System Diagnostics and Replacement at the Clay County Courthouse

THIS CONTRACT for HVAC Control System Diagnostics and Replacement at the Clay County Courthouse (this "Contract") is entered into as of the _____ day of _____, 2017, between Clay County, a political subdivision of the State of Florida (the "County"), by and through its Board of County Commissioners (hereinafter referred to as the "Board"), and Certified Air Contractors, Inc., d/b/a Certified Control Systems (the "Contractor"), whose address is 4505 Marquette Avenue, Jacksonville, FL 32210.

SECTION 1. PURPOSE AND PROJECT

1-1. The Contractor in consideration of the payments agreed to be made by the County, hereby covenants and agrees to furnish and deliver all material, and to perform all the work and labor required for the following project in accordance with this Contract and the Contract Documents hereinafter identified:

1-1.1. Bid #16/17-13

1-1.2. Addendum #1 to Bid #16/17-13

HVAC Control System Diagnostics and Replacement at the Clay County Courthouse (the "Project").

SECTION 2. GOVERNING DOCUMENTS

2-1. For purposes of this Contract, the "Bid Solicitation" shall mean the County's Bid No. 16/17-13 including all addendums thereto; the "Plans" shall mean the plans of the Project incorporated into the Bid Solicitation; the "Specifications" shall mean the written specifications for the Project incorporated into the Bid Solicitation. The Contractor shall construct the Project all in accordance with the improvements reflected in the Plans. For purposes of this Contract, the Plans are incorporated herein by reference and are made a part hereof. In performing the work of the Project, the Contractor shall also comply with and conform to all requirements set forth in the bid instructions provided in the Bid Solicitation. A copy of said bid instructions is incorporated by reference herein. The Contractor shall complete the Project and shall perform the work contemplated in this Contract in strict conformity with the following documents which are incorporated by reference and made a part hereof:

- (a) The Contract Drawings;
- (b) The County's Standard Addendum to all Contracts and Agreements;
- (c) The Scrutinized Companies Certification;
- (d) The Bid Document;

- (e) The Contractor's written response to the Bid Document (hereinafter referred to as the "Revised Schedule of Values") (See Exhibit A); and,
- (f) All documents described above are kept on file in the office of the Clay County Purchasing Division.

This instrument and all of the documents enumerated above together comprise this Contract.

SECTION 3. INDEMNIFICATION

- 3-1 The Contractor shall fully defend, protect, indemnify and hold harmless the County and all of its principals, employees, officers, agents, servants and contractors (collectively, the Indemnitees), from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. The provisions of this paragraph shall survive any termination of this Contract.
- 3-2. With respect to any indemnification by the County provided under this Contract, 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.
- 3-3. Nothing in this Contract or any of the documents identified in Section 2-1 shall be construed as providing any subcontractor, as defined in Section 10 with any rights or remedies against the County or any of its employees, principals, officers or agents for nonpayment or otherwise.

SECTION 4. CONTRACT AMOUNT

- 4-1. For purposes of this Contract, the Contract Amount is defined as the Contract Price set forth in subsection 4-2 as adjusted by approved supplemental agreements ("Supplemental Agreements").
- 4-2. In consideration of the premises, the County agrees to pay all associated construction costs, as identified in the Bid Document and the Contractor's Response, to the Contractor for the Project herein when fully completed. The total price for the work of the Project is **\$98,372.00** herein referred to as the "Contract Price." Payments are to be made at the unit prices and lump sums specified for the various items in the Contractor's schedule of prices set forth in the Contractor's Response, upon presentation of the proper certificates to the County Representative upon the terms set forth in the specifications provided in the Bid Document. The actual amount to be

paid to the Contractor under this Contract shall be the total amount based on the unit prices and lump sums contained in the Contractor's Response for the work actually authorized and performed.

- 4-3. Whenever any change or combination of changes in the Plans results in an increase or decrease in the original quantities set forth in the Plans or the Bid Solicitation, and the work added or eliminated is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original Contract unit prices for the actual quantities of work performed.
- 4-4. Supplemental Agreements shall be used to clarify the plans and specifications of the Contract, to provide for major quantity differences which result in the Contractor's work effort exceeding the original Contract amount, to provide for unforeseen work, or alterations in plans which could not reasonably have been contemplated or foreseen in the original plans and specifications, to provide a safe and functional facility, to settle Contract claims, and to make the Project functionally operational in accordance with the intent of the original Contract. No work covered by a Supplemental Agreement shall be performed before the County Representative gives written authorization. Such written authorization shall set forth the prices agreed upon and other pertinent information and shall be reduced to written Contract document form promptly. No payment shall be made on a Supplemental Agreement prior to County approval of the document. In addition, the County shall make no payment for any unauthorized work.

SECTION 5. TIMELY PERFORMANCE

- 5-1. The Contractor agrees to perform all necessary work as provided for in this Contract, the Plans, and the Bid Solicitation.
- 5-2. The date on which days will begin to be charged to the Project (the "Notice to Proceed Date") shall be either (1) the 10th calendar day from the date of issuance by the County Representative of the initial notice to begin work or, (2) the date on which the Contractor actually begins work, whichever date is the earlier.
- 5-3. The Contractor shall accomplish substantial completion of the Project within 110 calendar days from the Notice to Proceed Date (the "Substantial Completion Date").
- 5-4. The Contractor shall accomplish final completion of the Project within 120 calendar days from the Notice to Proceed Date (the "Final Completion Date").
- 5-5. The Contractor shall provide a certificate of insurance as required in the Bid Solicitation, naming Clay County, a political subdivision of the State of Florida and its Board of County Commissioners, as their interests may appear, as additional insureds under general liability.

5-6. A Supplemental Agreement shall be used when a time extension is required due to any unforeseen circumstances; provided, Supplemental Agreements shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor. Such Supplemental Agreement shall set forth the agreed amount of time for such extension.

SECTION 6. DEFAULT

- 6-1. In case of default on the part of the Contractor, actions for all damages and expenses, including accounting, engineering and legal services, together with any and all other costs incurred in connection with such default, shall lie against the Contractor.
- 6-2. If the Contractor fails to begin the work under this Contract as of the Notice to Proceed Date or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of this Contract or performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily, or allows any final judgment to stand against it unsatisfied for a period of ten calendar days, or makes an assignment for the benefit of creditors, or for any other cause whatsoever fails to carry on the work in an acceptable manner, the County Representative will give notice in writing to the Contractor of such delay, neglect, default or opinion.
- 6-3. If the Contractor, within a period of ten calendar days after the notice described in subsection 6-2, shall not proceed to correct the conditions of which complaint is made the County shall, upon written certificate from the County Representative of the fact of such delay, neglect, default or opinion and the Contractor's failure to correct such conditions, have full power and authority, without violating this Contract, to take the prosecution of the work out of the hands of the Contractor and to declare this Contract to be in default.
- 6-4. This Contract is to be binding upon the County and upon the Contractor, its heirs, successors, administrators, or assigns and is voidable and may be terminated by the County if the provisions of the statutes and documents incorporated herein relative thereto are not complied with.
- 6-5. Termination of this Contract or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the work performed.

SECTION 7. TERMINATION

- 7-1. The County may terminate this Contract or any amendment hereto at its convenience

without cause. In the event of termination the Contractor will be compensated for acceptable work authorized and completed prior to the date of termination.

SECTION 8. LIQUIDATED DAMAGES

- 8-1. Time for completion of the work is of the essence. The parties hereto mutually understand and agree that time is of the essence in the performance of this Contract for construction and that the County will incur damages if the Contractor's scope of the work is not completed on time. The Contractor shall at all times carry out its duties and responsibilities as expeditiously as possible and shall begin, perform and complete its services so that (i) the work is substantially completed by the Substantial Completion Date; and , (ii) the work is finally completed by the Completion Date.
- 8-2. Should the Contractor fail to complete the Project within the days agreed, it is mutually agreed to and understood by both parties that said Contractor shall pay to the County, not as a penalty but as liquidated damages, the sum of **One Thousand Dollars (\$1,000.00)** per calendar day for each and every day after the Final Completion Date until final completion is achieved. This liquidated damages provision shall apply and remain in full force and effect in the event that the Contractor is terminated by the County for default and shall apply until Final Completion has been achieved by any completing Contractor. Regardless of whether the Contract time is stipulated in calendar days or working days, default days shall be counted in calendar days. The County shall have the right to apply as payment on such liquidated damages any money that is due to the Contractor by the County.
- 8-3. Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract time allowed, including extensions of time granted to the Contractor, shall in no way act as a waiver on the part of the County of the liquidated damages due under the Contract.

SECTION 9. PARTIAL PAYMENTS

- 9-1. The Contractor may request payment no more than once monthly, based on the amount of work done or completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Local Government Prompt Payment Act. Payment requests by the Contractor shall be filed in accordance with the schedule provided by the County to match the meeting schedule of the Board.
- 9-2. The amount of such payments shall be the total value of the Project work completed to the date of the estimate, based on the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. The amount retained shall be determined in accordance with Section 255.078, Florida Statutes, as follows:

- (a) The County may withhold from each progress payment due to be made to the Contractor under this Contract an amount not to exceed 10 percent of said payment as retainage until 50 percent completion of the work of the Project has been achieved.
 - (b) After 50 percent of the work of the Project has been achieved, the County may withhold from each progress payment thereafter due to be made to the Contractor under this Contract an amount not to exceed 5 percent thereof as retainage. The term "50 percent completion" means the point at which the County has expended 50 percent of the Contract Amount as adjusted by approved Supplemental Agreements, together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in this Contract.
 - (c) After 50 percent of the work of the Project has been achieved, the Contractor may present to the County a payment request for up to one-half of the retainage held by the County. The County shall promptly pay such amount to the Contractor, unless the County has grounds, pursuant to subsection (6) of Section 255.078, Florida Statutes, for withholding such payment of retainage.
- 9-3. Prior to submitting any request for payment, the Contractor shall certify that all subcontractors and suppliers performing any of the work or supplying any of the materials with respect to the Project have received their pro rata share of previous periodic payments to the Contractor for all work completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the work or supplying any of the materials with respect to the Project their pro rata shares of the payment for all work completed and materials supplied. The term "subcontractor", as used herein, shall also include persons or firms supplying materials or equipment incorporated into the work or stockpiled in the vicinity of the Project for which partial payment has been made by the County, and work done under equipment rental agreements.
- 9-4. Nothing in this Contract or in any of the documents identified in subsection 2-1 shall be construed as providing any subcontractor, as defined in subsection 9-3, with any rights or remedies against the County or any of its employees, principals, officers or agents for nonpayment or otherwise.

SECTION 10. RECOVERY RIGHTS AND RECORDS

- 10-1. The County reserves the right should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.

- 10-2. All records pertaining to the Project shall be retained by the Contractor for a period of six years from the date of final acceptance of the Project. Upon request, all such records shall be made available to the County or its representatives. For the purposes of this Contract, records shall include all books of account, supporting documents and papers deemed necessary by the County to assure compliance with the provisions of this Contract. Any other provisions of this Contract or any of the documents identified in subsection 2-1 to the contrary notwithstanding, in the event litigation pertaining to this Contract is commenced during the six year period, the records retention period provided herein shall be extended until the litigation, including any appeal proceedings related thereto, is finally concluded.

SECTION 11. SUBCONTRACTORS

- 11-1. Subcontractors may be added to this Contract during the Contract period only with **PRIOR WRITTEN CONSENT** from Clay County, and only for reasonable cause, as judged by the County.

SECTION 12. AUTHORITY TO SUSPEND WORK

- 12.1 The County Representative shall have the authority to suspend the work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the work. Should the County be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the County may determine will compensate for time lost by such delay with such determination to be set forth in writing.

SECTION 13. PRESERVATION OF PROPERTY

- 13-1. The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. This applies to public and private property and whenever such property is damaged as a result from the performance of the work, or through the negligence of the Contractor, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the Contractor, and at its own expense, or it shall make good such damage or injury in an acceptable manner.

SECTION 14. FAILURE TO RESTORE DAMAGED PROPERTY

- 14-1. In case of failure on the part of the Contractor to restore such property, or to make good

such damage or injury, the County Representative may upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any moneys due or which may become due the Contractor under the Contract. Nothing in this clause shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property, not shown on the plans, and such work is authorized by the County Representative, provided that such property has not been damaged as a result from the performance of the work or through fault of the Contractor, its employees or agents.

SECTION 15. AUDIT OF CONTRACTOR'S RECORDS

- 15-1. The County reserves the right to conduct any audit of the Contractor's records pertaining to the Project deemed necessary by the County. Such an audit, or audits, may be conducted at any time prior to final payment, or thereafter pursuant to Section 10. The County may also require submittal of the records from either the Contractor, or any of its subcontractors or both. The Contractor shall make the aforementioned requirement a provision in its agreements with all subcontractors. For purposes of this Contract, records shall include all books of account, supporting documents and papers deemed necessary by the County to assure compliance with the provisions of this Contract.
- 15-2. Failure of the Contractor or subcontractor to comply with these requirements may result in disqualification or suspension from quoting and bidding for future contracts or disapproval as a subcontractor at the option of the County.
- 15-3. The Contractor shall assure that each of its subcontractors will provide access to the subcontractor's records pertaining to the Project upon request by the County.

SECTION 16. HEADINGS

- 16-1. The headings of the sections contained in this Contract and in its attachments and other documents incorporated by reference are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, attachments or incorporated documents.

SECTION 17. CHOICE OF LAW/FORUM

- 17-1. 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. Jurisdiction shall be limited to the courts of the State of Florida, and venue shall lie exclusively in Clay County, Florida.
- 17-2. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Contract or regarding the rights,

remedies, obligations or liabilities of the parties arising under this Contract, or seeking damages or some other remedy pertaining to the Contract, 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.

SECTION 18. SEVERABILITY

18-1. In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

SECTION 19. ACCEPTANCE OF FINAL PAYMENT

19-1. The Contractor's acceptance of the final payment by the County hereunder shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of or by reason of work done or material furnished under this Contract. The Contractor will then be released from further obligation except as provided in Sections 10 and 20.

The County shall not be obligated to remit final payment under this Contract until the following items have been submitted to and approved by the County in proper form and substance:

- (a) As-Built Drawings based on the Plans;
- (b) Releases of Liens or equivalent proof of payments to subcontractors and suppliers;
- (c) Completed punch-list generated from final inspection (As-Built Drawings are required seven calendar days prior to scheduling the final inspection);
- (d) Contractor's Warranty and any warranties from third parties;
- (e) Certificate of Final Payment;

SECTION 20. WARRANTY AND REPAIR COVENANT

20-1. The Contractor binds itself to use such materials and to so construct the work and improvements of the Project that same will be and remain in good repair and condition for a period of two years after the date of completion and acceptance of all improvements by the Clay County Board of County Commissioners, and agrees that it will repair or reconstruct said improvements at its sole expense necessitated

within that time by any fault of materials, plans, methods or processes employed in the construction thereof, and the Contractor further agrees and binds itself that said improvements for such term shall be and remain in good serviceable condition, free from any defects that will impair its usefulness and should same, at any time within said period, in the judgment of the Board of County Commissioners, whose judgment shall be final and conclusive, become defective and be not in a good serviceable condition, free from any defects that will impair its usefulness by reason of any defective materials, workmanship, plans, methods, or processes, then the Board of County Commissioners shall cause to be served upon the Contractor a notice in writing to repair such improvements or portions thereof, or to reconstruct the same and put same in satisfactory and good condition, and the Contractor shall promptly comply therewith at its sole expense.

Any warranty provided by the Contractor or for which the Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Contract.

SECTION 21. WASTE MATERIAL DISPOSAL

- 21-1. The Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris or waste generated by the work of the Project, all at no additional cost to the County.

SECTION 22. COUNTERPARTS

- 22-1. This Contract may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and agreement.

SECTION 23. ASSIGNABILITY

- 23-1. The Contractor shall not assign any of its rights or duties under this Contract to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Contractor without such prior written consent shall be null and void. If the Contractor attempts to assign any such rights or duties without securing such prior written consent, this Contract may be declared terminated by the County.

SECTION 24. CONSTRUCTION ADMINISTRATION

- 24-1. Construction administration will be the responsibility of Dasher Hurst Architects pursuant to Dasher Hurst Work Order/Assignment #DHA-02-2016-14-15-154 and Clay County Agreement/Contract No. 14/15-154.

SECTION 25. THIRD PARTY BENEFICIARIES

25-1. Any other provisions of this Contract to the contrary notwithstanding, no third party beneficiaries are intended or contemplated under this Contract or in any of the documents identified in subsection 2-1, and no third party shall be deemed to have rights or remedies arising under this Contract or such documents against either party to this Contract.

IN WITNESS WHEREOF, each of the parties has caused this Contract to have been executed on its behalf as of the day and year first above-written.

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

By: _____
Wayne Bolla
Its Chairman

ATTEST FOR THE COUNTY:

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

Certified Air Contractors, Inc.,
d/b/a/ Certified Control Systems

By: _____

Its _____ President

**STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS**
[Construction Services]

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 and in paragraph 2, 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) To the extent not otherwise expressly provided in the Agreement, the following provisions shall apply to all Invoices submitted by the Contractor for construction services as defined in the Act:

(i) The Contractor shall submit an Invoice no more frequently than once per calendar month.

(ii) The County will make payments when due in the form of an ACH wire transfer, or County warrant from a U.S. financial institution.

(iii) Invoices shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with the Agreement, and that the Contractor knows of no reason why payment should not be made as requested. Each Invoice submitted must include the following information and items:

(1) The Contractor's name, address and phone number, including payment remittance address.

(2) The name, address and phone number of the Contractor's employee or agent to whom notices and inquiries regarding the Invoice may be directed.

(3) The Invoice number and date.

(4) Reference to the Agreement by its title and number as designated by the County.

(5) The period of the Work covered by the Invoice.

(6) A progress report detailing the Work performed for which payment is requested in sufficient detail to permit the Paying Agent to evaluate whether the same has been properly installed or performed in full accordance with this Agreement.

(7) Supporting documentation necessary to satisfy auditing requirements, for cost and Work completion; however, the Contractor shall not be required to include or disclose its confidential and proprietary raw costs or pricing data.

(iv) An Invoice that does not conform with subsubparagraphs (i) through (iii) will not be considered a proper invoice as defined in the Act. The Contractor must submit each Invoice to the Paying Agent at the address specified in the Agreement, or if the Agreement does not specify an address, then at the following address: Post Office Box 1366, Green Cove Springs, Florida 32043.

(b) 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 20 business 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.

(c) 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.

(d) 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, in the event the Agreement is for construction services as defined in the Act, the following provisions shall apply:

(a) Except as otherwise defined in the Agreement, as used in this paragraph, the term "County Representative" means the County's project manager as identified in the Agreement, or if not so identified, the Manager or the Manager's designee; the term "Project" means the project for which the construction services are provided; and the term "substantial completion" means the achievement of beneficial occupancy or use of the Project. Promptly upon the achievement of substantial completion of the Project, the Contractor shall submit written notice thereof to the County Representative. If the

County has engaged an architect or engineer providing services to the County in connection with the construction and/or inspection of the Project (the Design Professional), the Contractor shall provide a copy of said notice thereto. Within 5 business days following the service of such notice, the Contractor, the County Representative and any Design Professional shall meet to inspect the Project for the purpose of developing a single written list of items required to render the Project complete, satisfactory and acceptable (the Punch List). The Contractor shall prepare the Punch List and, within 5 business days following the inspection, shall deliver a copy of the same to the County Representative and any Design Professional. The County Representative shall have 5 business days to review the Punch List as submitted by the Contractor and to notify the Contractor in writing whether the same is approved or disputed. Any disputed items shall be identified with reasonable specificity in the County Representative's notice. If items are disputed, within 5 business days thereafter, the Contractor, the County Representative and any Design Professional shall meet for the purpose of working in good faith to resolve the same. Within 2 business days thereafter, the Contractor shall deliver to the County Representative and any Design Professional a revised Punch List reflecting the resolution of the disputed items. Within 2 business days following receipt thereof, the County Representative shall review the same and notify the Contractor in writing whether the same is approved.

(b) If the estimated cost of the Project is less than \$10 million, the process for completing and approving the Punch List and any revision thereto under subparagraph (a) shall be completed within 30 calendar days after substantial completion has been achieved. If the estimated cost of the Project is \$10 million or more, the process for completing and approving the Punch List and any revision thereto under subparagraph (a) shall be completed within 30 calendar days after substantial completion has been achieved, or, if extended under the terms of the Agreement, within 60 days after substantial completion has been achieved.

(c) Upon receipt of the County's notice approving the Punch List, as the same may be revised, the Contractor shall have 30 calendar days to complete the items identified therein.

(d) The provisions of Section 218.735, Florida Statutes are incorporated by reference in the Agreement to the extent applicable or not otherwise addressed in this paragraph or the Agreement, and the parties shall be bound to perform as provided thereunder.

(e) This paragraph shall not apply if the total cost of the Project as identified in the Agreement is \$200,000 or less.

3. 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.

4. 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.

5. 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]:

6. 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]:

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. 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, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

17. 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.

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:

Certified Air Contractors, Inc.
d/b/a Certified Control Systems

By: _____

Scrutinized Companies Certification

[Clay County: HVAC Control System Diagnostics and Replacement at the Clay County Courthouse]

Name of Company:¹ Certified Air Contractors, Inc., d/b/a Certified Control Systems

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(Seal)

Insert Name of Company:

Certified Air Contractors, Inc., d/b/a
Certified Control Systems

By: _____

Its _____

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

**“REVISED” SCHEDULE OF VALUES
 BID #16/17-13, HVAC CONTROL SYSTEM DIAGNOSTICS AND
 REPLACEMENT AT THE CLAY COUNTY COURTHOUSE**

ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
1A	Conduct a test to determine which existing DDC system sensors, actuators and measuring devices are malfunctioning.	LS	1	\$ 936.00
1B	Replace duct-mounted temperature sensors.	Ea.	15	\$ 756.00
1C	Add return air duct-mounted humidity sensors.	Ea.	5	\$ 1,326.00
1D	Replace duct-mounted static pressure sensor and transmitter.	Ea.	5	\$ 1,346.00
1E	Replace space temperature sensors.	Ea.	72	\$ 8,119.00
1F	Repair/replace Ebtron air flow monitors.	Ea.	5	\$ 8,852.00
1G	Replace chilled water pump current sensors.	Ea.	8	\$ 268.00
1H	Replace chilled water temperature sensors and transmitter.	Ea.	4	\$ 232.00
1I	Replace chilled water control valve actuators and actuator controls.	Ea.	5	\$ 3,935.00
2	Once all existing/new DDC system sensors, actuators and control devices have been determined to be functioning correctly / replaced, conduct a diagnostic test to determine if the new proposed DDC system front-end software can seamlessly integrate with the existing DDC control system software and hardware. The seamless integration requires that all existing analog inputs and outputs and digital inputs and outputs be capable of being read and acted upon as required to implement all sequences of operation.	LS	1	\$ 2,200.00
<i>Pending outcome of diagnostic test the following controllers may need to be replaced:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
3A	Replace Honeywell W7760C Plant Manager	Ea.	5	\$ 4,701.00
3B	Replace Honeywell W7751J	Ea.	72	\$ 27,144.00
3C	Replace Honeywell W7760C Plant Manager	Ea.	1	\$ 2,900.00
3D	Replace WEB 545 AX Controller	Ea.	2	\$ 3,307.00
3E	Replace Honeywell W7750A	Ea.	4	\$ 1,242.00
<i>Integrate the new/existing DDC system hardware with the new/existing DDC system control wiring:</i>				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
4A	Communications trunk cable	L.F.	80	\$ 3,935.00
4B	Communications data transmission #18 shielded pair in ½" conduit.	C.L.F.	5	\$ 500.00

Install new stainless steel outside air dampers for the five existing central station air handling units:				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
5A	Stainless steel outside air dampers	Ea.	5	\$ 6,731.00
5B	Outside air damper actuators	Ea.	5	\$ 1,887.00
5C	Outside air damper actuator DDC system integration	L.S.	1	\$ 0.00
Implement all existing sequences of operations:				
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
6A	Complete installation of new DDC system software	L.S.	1	\$ 7,115.00
6B	Commission new DDC system sequences of operation	L.S.	1	\$ 4,680.00
6C	Train personnel in use of new DDC system	L.S.	1	\$ 4,212.00
ITEM NO.	DESCRIPTION OF WORK	UNIT	*MAXIMUM QUANTITY	SCHEDULED VALUE
7A	Provide Testing, adjusting and balancing of variable air volume boxes that require replacement of controls, dampers and actuators.	Ea.	72	\$ 2,048.00

Total Cost (Items 1A through 7A) \$ 98,372.00

Total Cost Written in Words:

NINETY-EIGHT THOUSAND THREE-HUNDRED SEVENTY-TWO DOLLARS & NO CENTS

Proposals require a five (5%) percent bid bond (based on total cost above) and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

***Maximum quantities listed assume a complete replacement of components in the event that all are either malfunctioning, or incapable of interfacing with the new DDC system.**

****The bid will be based on the total above. However, the County will only pay for components which are actually replaced or installed and work completed which may be less than the maximums listed above.**

COMPANY NAME:

CERTIFIED CONTROL SYSTEMS



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 6 3:00 PM

TO: Committee

DATE:

FROM: Purchasing Department

SUBJECT: Approval to apply for Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Restoration Project. This project includes repairs to the roof, windows, and stucco of this facility. The grant application is in the amount of \$300,000 and requires a 25% match (\$75,000). The grant application deadline is June 15, 2017 and requires that the application be filed on-line. Staff is still in the process of finalizing the grant application as photos, support letters and historical information must be included in the grant application. (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The Historical Courthouse is in need of roof, window and stucco repairs. Staff is currently working on a Division of Historical Resources grant application. The grant application is in the amount of \$300,000 and requires a 25% match. The application will be completed and provided to the Board at the June 13th BCC meeting for final consideration. The grant application deadline is June 15, 2017.

Is Funding Required (Yes/No):
Yes

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

25% match will be included in FY 17/18 Facilities Budget

Sole Source (Yes/No):
No

Advanced Payment
(Yes/No):
No

ATTACHMENTS:

Description

- ▣ Draft application

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Thomas, Karen	Approved	6/1/2017 - 12:46 PM	
County Manager	Kopelousos, Stephanie	Approved	6/1/2017 - 3:40 PM	



Division of Historical Resources - Special Category Grant

Organization Information

- **Applicant Name:** Clay County
- **FEID:** 59-6000553
- **Phone number:** 904.278.3735
- **Principal Address:** 477 Houston Street Green Cove Springs, 32043
- **Mailing Address:** 477 Houston Street Green Cove Springs, 32043
- **Website:** www.claycountygov.com
- **Organization Type:** CountyGovernment
- **Organization Category:** GovernmentOther
- **County:** Clay

Designated Project Contact *

First Name

Karen

Last Name

Thomas

Phone**Email** karen.thomas@claycountygov.com

Authorized Official *

First Name

Wayne

Last Name

Bolla

Phone 904.284.6300**Email** wayne.bolla@claycountygov.com

Project Representation

Please provide the information requested regarding state legislative and congressional representation for the project location. Use the link provided for assistance in finding your legislative information.

House of Representatives District Number(s) *

19

Representative Name *

Bobby Payne

Senator District Number(s) *

5

Senator Name *

Rob Bradley

Congressional District Number(s) *

3

Congressperson Name *

Theodore Scott Yoho

Applicant Grant Experience and History**Has the applicant received previous grant assistance within the past five years? ***☐ Yes☒ No**If yes, please specify the year of the grant award, grant number, grant project name, the granting entity, the grant award amount, and its current status.**

#	Previous Grant Year	Previous Grant Number.	Previous Grant Project Name	Previous Granting Entity	Previous Grant Amount
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Persons Involved *

#	Name	Project Role Title	Percentage of Time	Email
1	Karen Thomas	Director of Administrative and Contractual Services	80	karen.thomas@claycountygov.com
2	James Householder	Facilities Manager	20	james.householder@claycountygov.com

If any of the Persons Involved above have had previous grant administrative responsibilities or grant experience, please describe it in the space below. *

Both staff members have previous grant administrative responsibilities including but not limited to grant applications, grant administration and reimbursement responsibilities.

Applicant staffing and hours *☒ Organization is open at least 40 hours per week and has at least one paid staff member in a management position☐ Organization has some paid staff but they are not full-time☐ Organization is open part-time and has volunteer staff**Project Information****Project Type ***☒ Development Projects

Development activities geared at preservation of properties open to the public, including: restoration, rehabilitation, reconstruction, and site-specific planning required for these activities Exception: structural integrity work and exterior work religious properties is allowable.

☐ Archaeological Projects

Archaeological excavation projects including: research and field investigations tied to large area surveys or excavation, analysis and publication of findings.

☐ Museum Exhibit Projects

Museum exhibit projects for Florida history museums, including: research of exhibit content, exhibit design, fabrication, and installation.

☐ Acquisition Projects

Acquisition of a single historic property or archaeological site, or group of such, in which all the resources have the same owner.

Project Title and Location Information

The title should reflect the name of the property, area, museum, or exhibit, and the goals of the proposed project. The title should be consistent with previous applications/awards. (For example, Smith House Rehabilitation, South Mill Archaeological Excavation, etc.)

Project Title *

Clay County Historical Courthouse Restoration

Name of Property (if applicable)

Clay County Historical Courthouse

Street Address

915 Walnut Street

City

Green Cove Springs

Primary County

Clay

Additional Counties Served

☒ Alachua ☒ Baker ☐ Bay ☒ Bradford ☐ Brevard ☐ Broward ☐ Calhoun ☐ Charlotte ☐ Citrus ☒ Clay
☐ Collier ☐ Columbia ☐ DeSoto ☐ Dixie ☒ Duval ☐ Escambia ☒ Flagler ☐ Franklin ☐ Gadsden ☐ Gilchrist
☐ Glades ☐ Gulf ☐ Hamilton ☐ Hardee ☐ Hendry ☐ Hernando ☐ Highlands ☐ Hillsborough ☐ Holmes ☐ Indian River
☐ Jackson ☐ Jefferson ☐ Lafayette ☐ Lake ☐ Lee ☐ Leon ☐ Levy ☐ Liberty ☐ Madison ☐ Manatee
☐ Marion ☐ Martin ☐ Miami-Dade ☐ Monroe ☒ Nassau ☐ Okaloosa ☐ Okeechobee ☐ Orange ☐ Osceola ☐ Palm Beach
☐ Pasco ☐ Pinellas ☐ Polk ☐ Putnam ☐ Santa Rosa ☐ Sarasota ☐ Seminole ☒ St. Johns ☐ St. Lucie ☐ Sumter
☐ Suwannee ☐ Taylor ☐ Union ☒ Volusia ☐ Wakulla ☐ Walton ☐ Washington

Description and Project Specifics**Scope of Work ***

Scope of work includes restoration which includes repair work to the roof, windows and outside stucco of the facility due to excessive age and other causes.

Tentative Project Timeline *

#	Project Activity	Starting Date	Ending Date
1	Roof repair	7/1/2018	9/14/2018
2	Window(s) repair	9/17/2018	1/31/2019
3	Stucco repair	2/1/2019	2/28/2019

Development Projects

Provide the estimated total square footage of the structure (the house or building, for example):

11,667

Provide measurable details for each project element listed in the Scope of Work (floor replacement, repaint walls, reshingle roof):

Will you be hiring or contracting with professional architectural or engineering services to assist with the restoration work?

☒ Yes

☐ No

Budget and Match

Rural Economic Development Initiative (REDI) Waiver of Match Requirements *

☐ Yes

☒ No

Project Budget

Budget Items *

#	Specify	Grant Funds	Cash Match	In-Kind Match	Total
1	Total Restoration	\$300,000	\$75,000	\$0	\$375,000
Totals:		\$300,000	\$75,000	\$0	\$375,000

Amount of Grant Funding Requested

\$300,000

Match Amount

\$75,000

Additional Budget Information/Clarification**Match Summary ***

Match Type	Amount	% of confirmed match
Cash	\$75,000	100
In-Kind Services and Labor		
Volunteer Services and Labor		
Donated Materials		
	\$75,000.00	100%

Activities and Property Information**Completed Project Activities**

#	Activity Description	Date Completed	Cost Value
1	Staff has completed a site assessment of the areas of the facility that need to be restored/repared	5/1/2017 4:00:00 AM	

Property Ownership

Enter name of the Property Owner and choose the appropriate owner type. If Applicant is not the owner of the property, the Applicant must secure Property Owner concurrence. The Applicant shall provide a letter from the Property Owner that documents that the Applicant has the permission of the Property Owner of record to conduct the proposed project on the owner's property and that the Property Owner is in concurrence with this application for grant funding (Attachment M).

Does your organization own the property? *☒ Yes☐ No**Property Owner ***

Clay County Board of County Commissioners

Type of Ownership *☐ Non-Profit Organization☐ Private Individual or For-Profit Entity

Note: Properties owned by private individuals or for-profit entities are not eligible for grant funding with the exception of acquisition projects and site-specific archaeological projects being undertaken by an eligible applicant organization. For acquisition projects in which the current owner is a private individual or a for-profit entity, the owner must provide a signed commitment to donate or sell the property to the applicant. Donation or sale must occur during the grant period.

© Governmental Agency

Threats to the Property

Continued deterioration of the facility.

Property or Site Significance (for Development, Acquisition, and Archaeology projects) *

For Historic Structures and Archaeological Sites, enter the Florida Master Site File (FMSF) Number (ex. 8ES1234)

For Historic Property, Year of the Original Construction

1889

For Historic Property, Date(s) and Description of Major Alterations

Original Use of Historic Property

Courthouse

Current Use of Historic Property

Teen Court Trails and Classes, Historical Commission Meetings, Miscellaneous meetings, Museum/Historical Displays, Filming and Miscellaneous events such as weddings, tours, swearing in ceremonies etc.

Proposed Use of Historic Property

Teen Court Trails and Classes, Historical Commission Meetings, Miscellaneous meetings, Museum/Historical Displays, Filming and Miscellaneous events such as weddings, tours, swearing in ceremonies etc.

For Archaeological Sites, provide the Cultural Affiliation of the Site and Dates of Use or Occupation

Please explain the historic significance for the property/site.

Historical Designation, Protection and Visitation

Historical Designation

Indicate the type of historical designation currently held by the historic property or site.

Indicate the type of historical designation currently held by the historic property or site. *

☒ Individual National Register Listing(s) ☐ National Register District - Contributing Resources ☐ Determined Eligible by the National Park Service or Potentially Eligible by the Division ☐ Individual Local Designation ☐ Local Designated District -Contributing Resources ☐ None of the Above

Historical Designation details

#	Property Name	Designating Entity	Date Designated
1	Clay County Courthouse	Clay County Historical Society	2/3/1975 5:00:00 AM

Local Protection

Indicate the level(s) of local protection currently afforded the historic property or site that is the subject of this funding request. Select the types of protections held by checking the appropriate boxes below.

☐ Local Ordinance Design Review ☐ Preservation or Conservation Easement ☐ Protective/Restrictive Covenant ☐ Maintenance Agreement ☐ Other ☒ None

Please explain the local protection currently afforded the project historic property or site.

No Local Historic District Designation. The Historic Clay County Courthouse is owned and operated by the Clay County Board of County Commissioners and the Clerk of the Court.

Annual Visitation

What is the estimated or anticipated Annual Visitation for the project property or site? *

4,000

What is the basis of these estimates? *

Teen Court Annual Visitation (participants, Judges, volunteers)

Historical Commission Meetings

TAPS Meetings

Miscellaneous (weddings, tours, meetings, swearing in ceremonies etc.)

Economic Impact and Maintenance Costs

Direct Economic Impact *

Cost of Maintenance *

#	Description	Source Of Funding	Current Annual Cost	Completion Annual Cost	Completion Annual Cost
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Benefit to Minorities and the Disabled *

Educational Benefits *

Teen Court of Clay County, Florida, Inc. is located in the 1890 Historic Courthouse in Green Cove Springs, Florida. This is also historic in that we are the only Teen Court in the nation to hold court in our very own courthouse. The best part of Teen Court being held in this building is the rich history of Clay County is being instilled in the future leaders of our community, state and nation. Our youth love this building and take excellent care of it.

Teen Court is primarily for first-time law-offenders between the ages of 10 and 17 who admit guilt. The youthful offenders are charged with misdemeanor offenses and in some instances third degree felony offenses. The charges may include but are not limited to the following; burglary, trespassing, battery, possession of cannabis, possession of drug paraphernalia, possession of alcohol by a minor, criminal mischief, and petty theft. All cases are referred by the State Attorney's office.

Teen Court offers youthful law-offenders the chance to clear their juvenile records while holding them accountable for their actions. A sentencing hearing is held and a trial routine is followed. Teens are taught to be attorneys by adult attorneys. The teen prosecuting/defense attorneys make opening statements, question the defendant on the witness stand, and then present their closing arguments. The adult judge instructs the teen jury, whereby the teen jury must, from the facts, decide the appropriate punishment for the crime that was committed. The youth is then monitored by the Teen Court staff (similar to a juvenile probation officer) to ensure all punishment received by the respondent is completed in full, on time and then report all this information to the State Attorney's office, the Department of Juvenile Justice and to the Clerk of Courts.

As the respondents work through their sanctions they are exposed to positive peer pressure and behavior. They receive a speedy resolution to the charges imposed by the State Attorney's office. The staff provides extensive individual attention to each respondent and the program is provided to all participants free of charge. Lastly, the respondents are educated in the judicial process. Through education comes understanding and with understanding comes respect. After successfully completing the sentence, the charges are dropped by the State Attorney. The respondent is encouraged to continue to his/her participation in Teen Court as a volunteer. For the teen volunteer, Teen Court offers a hands-on educational experience with the judicial process, involvement with the community as a whole, and a commitment to serving others. Also, courtroom decorum teaches all our young people respect for our laws and each other. It promotes responsibility, integrity, self-esteem, leadership, and teamwork. Teen Court challenges both the respondents and the teen volunteers perform to their highest level of ability.

In addition to jury duty and community service we have several sanctions that the teens participate in;

1) Peer Circle – this is a form of group counseling. We have two (2) adult (volunteer) facilitators, who work with 6 – 12 respondents every Thursday evening. They help the teens process their emotions and thoughts so that they can handle negative peer pressure situations.

2) The Juvenile Crime Prevention class – this class was started because most teens have an intense dislike for law enforcement and believe that all officers are “out to get them.” Therefore, the goal of this class is to teach respect for law enforcement, teachers, parents, peers, and themselves. The educational component of this class is to instill respect so that we reduce their sense of helplessness and victimization.

3) Pathways to Success Class – Teen Court Tracy L. Johnston, PhD., LMHC (Family Matters) designed a course addressing all teenage destructive behaviors, including but not limited to drug / alcohol use and abuse, called Pathways to Success. Our goal is to empower parents with the necessary tools to help their adolescents learn to be the leaders of tomorrow. Teens will develop life management & relational skills needed to avoid destructive behaviors by focusing on problem solving, trust, team building, impulse control, & managing emotions. The class consists of eight, one-hour sessions addressing the importance of goal-setting, decision-making and leadership skills. The course is offered through Teen Court of Clay County, FL, Inc. and it is open to the public. Since implementation of this program, 53 at-risk youth participated with 44 of them completing both the class and Teen Court successfully.

Additional activities that our volunteers participate in are

1) Mock trial competitions with other Teen Court programs. To date we have competed in 17 mock trial competitions over the last sixteen years and have been fortunate to win many of these competitions. The 2016 competition was a huge success. Clay County Teen Court is hosting the 2017 Northeast Mock Trial competition. As a result of this experience, I have witnessed (on more than one occasion) adult attorneys complementing one of our teen attorney’s on her performance and advising the teen to come back to see them for a job once the teen has graduated laws school. This is an awesome confidence-builder.

2) Lock-in – As we prepare for mock trial, we begin it with a party. We spend the night in the historic courthouse so the teens can participate in team building activities and become comfortable with the courtroom setting. Our teen attorneys really look forward to this activity.

3) Awards Night, for the last 18 years Teen Court hosts this event for our teen and adult volunteers to recognize the tremendous amount of time and effort they put into making this program a success. The Clay County Bar Association provides a \$1,000 Scholarship to the winner of the Jim Thies Award -this is our highest award. Teen Court also awards a scholarships to two seniors based on service to Teen Court.

Teen Court is the learning-experience of a lifetime.

Public Awareness *

Attachments and Support Materials

Documentation of Confirmed Match

Letters of Support

Photos *

Presentation Photo *

Architectural Drawings

Master Site File Form

Documentation of Threat

Local Protection

Owner Concurrence Letter

Support materials (optional)

Review and Submit

Review and Submit

☐ I hereby certify that I am authorized to submit this application on behalf of Clay County and that all information indicated is true and accurate. I acknowledge that my electronic signature below shall have the same legal effect as my written signature. I am aware that making a false statement or representation to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S., punishable as provided for by ss. 775.082, 775.083, and 775.084.

Signature (Enter first and last name)



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 6 3:00 PM

TO: F&A Committee

DATE: 5/30/2017

FROM: County Manager's Office

SUBJECT: Approval of donation of six sets of metal bleachers to the nonprofit Olustee Battlefield Citizens Support Organization. (S. Kopelousos)

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
No

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

Funding Source: Not applicable

Sole Source (Yes/No):
No

Advanced Payment
(Yes/No):
No

ATTACHMENTS:

Description

▣ Memo

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Manager	Kopelousos, Stephanie	Approved	5/31/2017 - 11:12 AM	
County Manager	Kopelousos, Stephanie	Approved	5/31/2017 - 11:12 AM	



CLAY COUNTY FLORIDA

Board of County Commissioners

P.O. Box 1366
477 Houston Street
Green Cove Springs, FL
32043

Area Code: 904
Phone: 284-6352
269-6352
Fax: 278-4731

County Manager

Stephanie C. Kopelousos

Commissioners:

Mike Cella
District 1

Wayne Bolla
District 2

Diane Hutchings
District 3

Gavin Rollins
District 4

Gayward F. Hendry
District 5

Switchboard:

GCS (904) 284-6300
KH (352) 473-3711
KL (904) 533-2111
OP/MBG (904) 269-6300
www.claycountygov.com

May 18, 2017

MEMORANDUM

To: Stephanie C. Kopelousos

From: James Householder

Re: Donation of Surplus Property

Florida Statute 274.05 allows the County to offer surplus property by donation to private nonprofit agencies as defined in F.S. 273.01(3).

The County has classified six sets of metal bleachers located at The Clay County Fairgrounds as surplus property as they have no efficient use.

The Olustee Battlefield Citizens Support Organization, a registered nonprofit agency, has requested in writing a donation of the bleachers to their organization. A copy of the request is attached.

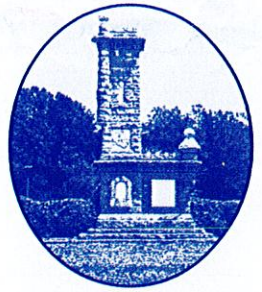
Staff has verified that the Olustee Battlefield Citizens Support Organization is registered as a nonprofit agency and that it is within Florida Statute section 273.01(3).

It is staff's recommendation that the bleachers be donated to the requester above in an "as is" condition with no guarantee as to their condition for safe use and conditioned upon all cost for transferring the property being paid by the nonprofit receiving the donation of the surplus property as required by Florida Statute section 274.05.



OLUSTEE BATTLEFIELD Citizens Support Organization

P.O. Box 382, Glen St. Mary, Florida 32040



April 4, 2017

Stephanie C. Kopelousos
County Manager
P.O. Box 1366
Green Cove Springs, FL
32043-0109



Dear Stephanie C. Kopelousos,

This letter is to request the donation of surplus bleachers to the Olustee Battlefield, Citizen Support Organization a 501(c) (3). Any bleacher received from Clay County, Florida will refurbish and use as in the following:

To conduct educational programs, promote academic archaeological, historic resource, scientific research and other activities.

For almost 40 years the nonprofit Olustee Battlefield Citizen Support Organization has been providing historically accurate re-enactments of the Battle of Olustee, which took place in February of 1864, less than 50 miles from Jacksonville, Florida. We have been part of the Florida Humanities Council (FHC) workshops that explores Florida's unique history in the Civil War. The workshop is an active combination of lectures and discussions with experts and field excursions to relevant historical sites. Also, we have received the Veteran's Brain Trust Award from the Congressional Black Caucus.

I look forward to hearing from you on this bleacher donation request. We have the available resources to safely transport any and all bleachers donated. If you have any questions please do not hesitate to contact me. You can reach me on my cell phone at 904 616-2066.

Sincerely,

Gary R. Dickinson, President

Cc: Gayward Hendry, Commissioner District 5



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 6 3:00 PM

TO: Finance & Audit Committee

DATE: 4/13/2017

FROM: Stephanie Russ

SUBJECT: Discussion of FY 17/18 Nonprofit Agency presentations for budget funding requests for the upcoming fiscal year for the following agencies. Refer to attached list for further details for each agency. (S. Russ)

General Fund Aid to Nonprofit Organizations:

- A. BASCA, Inc.
- B. Episcopal Children's Services
- C. Mercy Support Services
- D. Police Athletic League (PAL)
- E. The Way Free Medical Clinic, Inc.

General Fund Aid to Other Agencies:

- F. Council on Aging

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Presentations from the nonprofit agencies allow the Board of County Commissioners the opportunity to present questions to each agency during the budget preparation process.

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

Funding sources to be determined in the approval of the FY 17/18 County Budget.

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

ATTACHMENTS:

Description

- ▣ FY 17/18 Nonprofit Historical Grant Analysis
- ▣ FY 17/18 Application - BASCA
- ▣ FY 17/18 Application - Episcopal Children's Svcs
- ▣ FY 17/18 Application - Mercy Support Svcs
- ▣ FY 17/18 Application - PAL
- ▣ FY 17/18 Application - The Way Free Medical Clinic
- ▣ FY 17/18 Application - COA

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Russ, Stephanie	Approved	5/11/2017 - 9:19 AM	
County Manager	Kopelousos, Stephanie	Approved	5/11/2017 - 3:07 PM	

Clay County Nonprofit Agency Funding Program
FY 2017-2018 Applications

Agency Name	Funding Source	Service Provided to Citizens	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	Approved FY 16/17	Requested FY 17/18	Increase (Decrease)	% Increase / (Decrease)
Challenge Enterprises of N FL, Inc	General Fund	Grants in Aid	68,000	61,200	61,200	61,200	61,200	61,200	61,200	61,200	61,200	-	0%
Episcopal Children's Services	General Fund	Grants in Aid	120,000	108,000	108,000	108,000	108,000	108,000	108,000	108,000	108,000	-	0%
Kids First of Florida, Inc	General Fund	Grants in Aid	60,000	52,000	25,000	50,000	45,000	43,000	45,000	45,000	45,000	-	0%
Police Athletic League (PAL)	General Fund	Grants in Aid	19,642	17,697	15,000	15,000	15,000	15,000	15,000	15,000	15,000	-	0%
Quigley House, Inc	General Fund	Grants in Aid	25,000	22,500	62,500	62,500	51,412	22,500	51,412	51,412	60,387	8,975	17%
The Way Free Medical Clinic, Inc	General Fund	Health	10,000	9,000	9,000	9,000	9,000	9,000	15,000	15,000	45,000	30,000	200%
Military Museum	General Fund	Grants in Aid	-	-	-	-	-	-	10,000	10,000	25,000	15,000	150%
BASCA, Inc	001 - General Fund	Grants in Aid	-	-	-	-	-	-	-	-	75,000	75,000	100%
Children's Home Society of FL	001 - General Fund	Grants in Aid	-	-	-	-	-	-	-	-	50,000	50,000	100%
Mercy Support Services	001 - General Fund	Grants in Aid	-	-	-	-	-	-	-	-	19,800	19,800	100%
	GENERAL FUND AID TO NONPROFIT ORGS		302,642	270,397	280,700	305,700	289,612	258,700	305,612	305,612	504,387	198,775	
Council on Aging - Aid to COA	General Fund	Public Assistance	744,017	651,600	651,600	651,600	651,600	651,600	651,600	651,600	752,892	101,292	16%
Council on Aging - Oth Operating Exp (R&M)	General Fund	Public Assistance	75,308	86,888	86,464	89,748	88,785	87,193	86,855	89,770	TBD		0%
	GENERAL FUND AID TO OTHER AGENCIES		819,325	738,488	738,064	741,348	740,385	738,793	738,455	741,370	752,892	101,292	
Clay Behavioral Health Center	County Alcohol & Drug Abuse Fund	Mental Health	10,091	9,000	8,000	8,000	8,000	9,924	10,000	5,000	5,000	-	0%
General Fund <i>Transfer</i> to 105-County Alcohol & Drug Abuse Fund	General Fund Transfer	Mental Health	410,025	201,000	202,000	202,000	202,000	290,000	340,000	345,000	345,000	-	0%
	COUNTY ALCOHOL & DRUG ABUSE FUND		420,116	210,000	210,000	210,000	210,000	299,924	350,000	350,000	350,000	-	
Clay County Community Band, Inc	Florida Art License Plate Fund	Culture / Recreation	2,858	1,973	939	770	1,465	1,550	1,412	1,000	1,550	550	55%
First Coast Highlanders, Inc (FKA Clay County Sheriff's Office Pipes & Drums, Inc)	Florida Art License Plate Fund	Culture / Recreation	-	1,000	1,500	1,500	1,550	1,550	1,063	1,000	3,000	2,000	200%
	FLORIDA ART LICENSE PLATE FUND		2,858	2,973	2,439	2,270	3,015	3,100	2,475	2,000	4,550	2,550	
	OVERALL AID TO OTHER AGENCIES / NONPROFIT GRANTS		1,544,941	1,221,857	1,231,203	1,259,318	1,243,011	1,300,517	1,396,542	1,398,982	1,611,829	302,617	

Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2017-2018

A. Applicant Information:

Applicant Name: BASCA, Inc.		
Physical Address: 352 Stowe Avenue		
Mailing Address: 352 Stowe Avenue	City/State: Orange Park, FL	Zip: 32073
Phone: 904-541-1742	Fax: 904-278-6686	
Website: www.bascainc.org		Federal Tax ID#: 59-3318252
Executive Director: Beth Clark		
Primary Contact: Beth Clark	Title: CEO	
Email: BethClark@BascaInc.org		
Amount Requested: \$75,000.00	Amount Awarded (Budget Office use only):	

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

Mission:	BASCA's mission is to improve the quality of life for individuals with intellectual and developmental disabilities in Northeast Florida.
Goals:	1. Provide housing for individuals with intellectual and developmental disabilities.
	2. Provide day programs for individuals with intellectual and developmental disabilities.
	3. Provide personal support services for individuals with intellectual and developmental disabilities.

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

A. Residential Services include four L.I.F.E. (Living in a Family Environment) homes all located in Clay County, two for women and two for men. Each home houses up to six individuals. Two staff members provide supervision at all times, providing stability and continuity. Each participating individual has their own bedroom, decorated in their personal style; bathrooms are shared. Each home provides transportation to activities, including doctor's appointments, work and/or community engagement. BASCA has provided housing for 16 years.

B. Day Programs are designed to develop and improve Life Skills. (1) Fundamental Skills Center reinforces life skills' basics--motor skills, socialization and activities geared to their ability. (Low-functioning individuals).

(2) Creative Learning Center focuses on daily living skills, social integration, arts/crafts, office skills, ceramics, computers, exercise, and community outings.

(3) Custom Creations, with its adaptive safety equipment, allows an individual to build saleable products such as benches, flower boxes, and recycling carts.

(4) Garden Greenhouse provides learning self-sufficiency, responsibility and teamwork by growing their own organic vegetables. BASCA has provided day programs in various forms for 23 years.

C. Personal Support Services includes a professional staff that provides supported living, respite, supported employment, personal supports, and elder care in the individual participant's home. BASCA has provided personal support services for 6 years.

D. Transportation is provided for the disabled adults we serve via a fleet of vehicles all authorized by the Florida Department of Transportation. BASCA has provided transportation services for 12 years.

All of BASCA's services have been provided, and all facilities are located, in Clay County.

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

Board Member	Affiliation
Marvin Younger	Retired, CSX
Craig Wagener	Retired, Optometrist
Bettie Adams	Retired, Accounting Professor
Bob Holliday	Retired, General Motors
Garland Hudson	Insurance/Financial Services
Margaret Lessig	Dentist
Ken Liechty	Retired, USN and CCSB
Doug Lloyd	Retired, IBM
Bobby Martin	Retired, General Manager, FL Times Union
Marie Monahan	Independent Marketing Consultant
April Scott	Attorney, Tolson and Associates
Ben Wortham	Retired, Clay County School Board Chair

B. Grant Purpose

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

As described in Section A, #1:

Residential housing for individuals with intellectual and developmental disabilities. Day programs and activities for individuals with intellectual and developmental disabilities. Personal Support Services for individuals with intellectual and developmental disabilities.

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

The target population are disabled adults, ages 22 to 56. Individuals qualify to participate in our programs by receiving a medical diagnosis of intellectual and/or developmental disability before the age of 18. Participants' diagnoses include, but are not limited to, Down's syndrome, cerebral palsy, birth defects, autism and other disorders. The benefits received from the citizens of the county are: (a) a place to live with 24-hour supervision and assistance, (b) daytime programs to provide meaningful activities, gain knowledge and enhance life skills, and (c) needed services in the home such as bathing, dressing, feeding and respite for the family.

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

Key staff include:

Beth Clark, CEO with 20+ years of non-profit management experience.

Mary List, Executive Director of Services with 10+ years of program delivery and administrative experience.

Patrice Sherman, Director of Programs with 10+ years of program delivery experience.

Israel Sullivan, Daytime Programs Manager with 8+ years of program delivery experience.

Other direct-service staff include trained House Parents, Trainers, Drivers, and Support Services Providers.

C. Accountability

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

Milestone, Major Activity, Target	Reference - Time/Date/Stage
Provide Residential Services, Group Homes	Ongoing, every day
Provide Day Programs	Ongoing, Monday through Friday
Provide Support Services	Ongoing, every day

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

Evaluation methods used to evaluate benefits from services will be obtained from documentation required by the Agency for Persons with Disabilities (APD). APD monitors the services provided and benefits for each individual participating in our programs, and for each individual's activities. Documentation includes: Support Plans and Weekly Goal Sheets that outline tasks they would like to accomplish.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2016-2017: \$2,633,423.00
Total projected revenue for Fiscal Year 2017-2018: \$2,398,550.00

2. Applicant Budget Detail:

Revenue	FY 15/16 Actual	FY 16/17 Actual	% of Actuals	FY17/18 Proposed	% of Proposed Budget
Clay County Government	0	0	0	75,000	3
Other Cities or Counties	0	0	0	0	0
State Funding	0	0	0	0	0
Federal Funding	1,403,690	1,428,938	56	1,600,000	67
Foundations	93,300	267,724	10	300,000	13
Program-Generated Revenue	112,608	37,328	2	57,850	2
Program-Specific Revenue	97,458	86,945	3	103,400	4
Other	783,893	732,363	29	262,300	11
Total Revenue:	2,490,949	2,553,298	100	2,398,550	100

Expenses (Note: B + C=A)	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	1,635,050	49,052	1,585,998	3
Fringe Benefits	169,446	5,083	164,363	3
Personnel Sub-total:	1,804,496	54,135	1,750,361	3
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)	112,379	3,371	109,008	3
Telephone	7,050	212	6,838	3
Postage & Shipping	1,950	59	1,891	3
Printing & Publication	2,850	86	2,764	3
Equipment Rental & Maintenance	6,000	180	5,820	3
Travel	0	0	0	0
Professional Development	5,000	150	4,850	3
Office Supplies	6,550	197	6,353	3
Computers & Equipment	17,850	536	17,314	3
Other	434,425	16,074	418,351	3.7
Operation Expenses Sub-total:	594,054	20,865	573,189	3.5
Total Expenses	2,398,550	75,000	2,323,550	3

3. Is County funding a mandated requirement? **NO**

If yes, please explain requirement:

4. Schedule of Positions: **Listed below**

% of Budget Allocated to Administration: **20**

Position Titles and/or Employee Name	Full Time Equivalent*	FY 15/16 Actual Salary	FY 16/17 Budgeted Salary	FY 17/18 Proposed Salary	% of Proposed Salary Increase
Chief Executive Officer	1.00	n/a	62,000	65,000	5
Executive Director Of Services	1.00	45,760	50,000	53,000	6
Director Of Programs	1.00	42,000	50,000	53,000	6
Program Manager	1.00	n/a	40,000	42,000	5
Community Coordinator	1.00	23,000	25,000	27,000	8
Transportation Manager	1.00	25,000	26,000	28,000	7
Support Services Assistant	1.00	22,000	23,000	24,000	4
Transportation Assistant	.75	14,820	14,820	16,000	8
Training Manager	.75	15,000	15,000	16,000	6
Accounting Manager	1.00	25,000	26,000	28,000	7
Bookkeeper	1.00	24,000	25,000	27,000	8
Residential Assistant	.75	14,820	15,600	17,000	8
Drivers (5)	3.25	55,000	55,000	60,000	9
Master Gardener	.5	10,000	10,000	11,000	10
Nurse	.5	28,000	28,000	28,000	0
Trainers (8)	8.00	128,000	128,000	136,000	6
Support Services Providers (18)	9.00	168,480	168,480	182,520	8
House Parents (16)	16.00	479,232	479,232	515,840	7
Note: Contingency for Paid Required Training, PTO Coverage, etc.				256,638	

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

E. Budget Narrative

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

County Grant Funds will be expended on a small portion (3%) of the total costs required to provide for disabled adults in Clay County who rely on our services for their life needs. BASCA is pleased to be a provider of these total-care services for individuals with intellectual and developmental disabilities.

Please note that pay increases are due to restructuring, added responsibilities, industry standards, and little to no pay increases from 2015 to 2016.

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

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?
20% to Administration; 80% to Programming

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990)**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit your completed application **no later than 4:00 PM Friday, March 3, 2017** to:

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

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

Chief Executive Officer

Beth Clark

(Type Name)



(Signature)

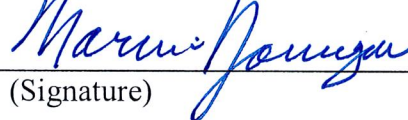
March 2, 2017

(Date)

Board Chair

Marvin Younger

(Type Name)



(Signature)

March 2, 2017

(Date)

Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2017-2018

RECEIVED
PURCHASING DIVISION

2017 MAR -2 A 10: 52

A. Applicant Information:

CLAY COUNTY BOARD OF
COMMISSIONERS

Applicant Name: Episcopal Children's Services Inc.		
Physical Address: 8443 Baymeadows Rd. Suite 1, Jacksonville, FL 32256		
Mailing Address: Same	Mailing Address: Same	Mailing Address: Same
Phone: 904-726-1500 ext. 247	Phone: 904-726-1500 ext. 247	
Website: ecs4kids.org		Website: ecs4kids.org
Executive Director: Connie Stophel		
Primary Contact for Proposal: Teresa Matheny	Primary Contact for Proposal: Teresa Matheny	
Email: tmatheny@ecs4kids.org		
Amount Requested: \$108,000	Amount Awarded (Budget Office use only):	

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

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

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

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

CCR&R Calls Answered: 36,015 16 Years

Children Served: 3,849 17 Years

Children Served: 5,037 11 Years

Providers Participating: 201

Head Start – Our Head Start program reaches out to low-income and at-risk children ages three to five and their families. We provide them with comprehensive educational, nutritional, health, and social services, as well as tools and resources to promote their development so they enter kindergarten ready to learn. 17 Years

Early Learning Center at Good Shepard-ECS's Early Learning Center at Good Shepard is our newest center that opened in the fall of October, 2014 in the Riverside area of Jacksonville. It offers care for children ages one to five years of age. 2.5 Years

Links to Learning – Formerly *Links to Literacy*, *Links to Learning* is our newly revised innovative preschool curriculum for reading readiness. Developed by our education department, *Links* is on the state-approved curricula list in Florida approved for use by all VPK and School Readiness child care/early learning programs.

Board Member	Affiliation
Jason Williams	Duval County School District
Vicki Adams	Vystar Credit Union
The Rt. Rev. Samuel Johnson	The Episcopal Diocese of Florida

The Rev. Canon Allison DeFoor	The Episcopal Diocese of Florida
Derrick Smith	CSX Corporation, Inc.
Mark Middlebrook	Wells Fargo
Kristi Valaer Aiello	Florida Blue
Kerry Shewchuk	One Call Care Management
Dr. Kristen Kemple	University of Florida

B. Grant Purpose

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

The County grant funds will provide the 6% matching funds required to draw down the state and federal funding used to provide School Readiness, (subsidized child care) to families that work but are still at or below 200% of the federal poverty level. School Readiness funding helps provide quality care for children so that low-income working parents can remain employed and self-sufficient. Since July, 2016, this grant has served an average of over 900 children per month in Clay County. At more than \$8,000 per year per child, the high cost of child care is prohibitively expensive for many working families, often approaching 15-50% of a family's yearly income.¹ The School Readiness program serves families who *want* to work—who are active participants in the Clay County economy. Without this funding many parents could not afford child care and would be forced to stay home with their children—relying on public support as a result. With the loss of so many children from the child care system, many of the 108 local child care programs in the county could not remain in business

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

Our target population for this grant is children belonging to families living in Clay County that are considered "Working Poor" or "Economically Disadvantaged" which means both parents in the home must work or go to school at least 20 hours a week and must earn less than 150% of the Federal Poverty Level (FPL) to begin services and must not earn more than 200% of the FPL to remain in services. An example is a single parent family of three with two children who could not earn more than \$30,135. In this case a family could easily pay 50% of their income for childcare without the childcare subsidy. An average family of four in Florida would pay 21% to 25% of their income for similar care.

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

Children from lower income families *and* the community benefit greatly from early childhood education. Studies have shown that when low-income children receive quality child care, they are more likely to be ready for kindergarten, to perform better in school, and even to graduate and have better outcomes as adults compared with low-income children who did not receive care—these outcomes create a more vibrant economy for all

¹ National Association of Child Care Resource and Referral Agencies, NACCRRA; Department of Health and Human Services
Application is due no later than 4:00 pm Friday, March 3, 2017

residents.² However, these opportunities for families and their children can be lost if affordable child care is not available to them.

Without affordable quality care, parents often have to make the unenviable choice of sending their children to low-cost but substandard care with unlicensed and unloving caregivers, or leaving their jobs and becoming reliant on public funds. School Readiness programs were developed to make a quality education available to all children, which benefit the community as a whole. Without these funds, we could expect Clay County's unemployment to increase, and for children's school scores to drop in the short term. In the long term we could expect diminished economic growth.

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant. The Family Services staff that work with families to qualify them for the School Readiness services this grant supports are fully qualified Level II Specialists, a designation earned by completing an exam administered by Florida's Office of Early Learning. Additionally, each Family Services Specialist has undergone formal diversity training to increase cultural sensitivity. A bachelor's degree in a related field is preferred for this position but in some cases experience in the field may be substituted. The Program management staff for this grant has a Bachelor's Degrees in accounting and over 15 years experience with managing this grant successfully. ECS does not use volunteers to help families establish eligibility or pay providers but does use volunteers through CareerSource's Experience Works program to help with clerical tasks related to this grant when those volunteers are available.

C. Accountability

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

Milestone, Major Activity, Target	Reference - Time/Date/Stage
Twelve month average number of children served will be equal or greater than 700.	September 30, 2017
Contracted School Readiness childcare providers will submit contract indicating which approved curriculum and agreeing to child screening requirements.	July 1, 2017 and ongoing as new providers join the program.
Child screenings are completed annually at initial enrollment and then annually. Referrals are made for additional follow-up as indicated by the screening results	October 1, 2017 and ongoing
Parents receiving School Readiness Services will experience fewer instances of unemployment than parents on the waiting list for services	October 1, 2017 through September 30, 2017

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

² HighScope Perry Study <http://www.highscope.org/Content.asp?ContentId=219> .
Application is due no later than 4:00 pm Friday, March 3, 2017

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

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2016-2017: \$40,329,066
Total projected revenue for Fiscal Year 2017-2018: \$65,834,019

2. Applicant Budget Detail:

Revenue	FY 15/16 Actual	FY 16/17 Actual	% of Actuals	FY 16/17 Proposed	% of Proposed Budget
Clay County Government	108,000	108,000	.2%	108,000	.2%
Other Cities or Counties	54,622	54,622	.1%	54,622	.1%
State Funding	27,009,290	28,633,131	43%	28,633,131	43%
Federal Funding	7,564,704	24,402,155	37%	24,402,155	37%
Foundations					
Program-Generated Revenue	5,592,450	9,541,345	14%	9,541,345	14%
Program-Specific Revenue		3,094,766	5%	3,094,766	5%
Total Revenue:	40,329,066	65,834,019	100%	65,834,019	100%

Expenses (Note: B + C=A)	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	2,509,369.00	0.00	2,509,369.00	0.00%
Fringe Benefits	650,877.90	0.00	650,877.90	0.00%
Personnel Sub-total:	3,160,246.90	0.00	3,160,246.90	0.00%
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)	105,574.00	0.00	105,574.00	0.00%
Telephone	8,577.00	0.00	8,577.00	0.00%
Postage & Shipping	15,566.00	0.00	15,566.00	0.00%
Printing & Publication	15,112.00	0.00	15,112.00	0.00%
Equipment Rental & Maintenance	25,480.00	0.00	25,480.00	0.00%
Travel	7,774.00	0.00	7,774.00	0.00%
Professional Development	9,042.00	0.00	9,042.00	0.00%
Office Supplies	38,026.00	0.00	38,026.00	0.00%
Computers & Equipment	29,716.00	0.00	29,716.00	0.00%
Prof. Svcs (Legal/Accounting/Fundraising)	23,730.00	0.00	23,730.00	0.00%
Materials	11,562.00	0.00	11,562.00	0.00%
Dues & Subscriptions	2,928.00	0.00	2,928.00	0.00%
Matching Funds (Direct Child Care Costs)	108,000.00	108,000.00	0.00	100.00%
Employee Training	14,428.00	0.00	14,428.00	0.00%
Local Mileage	25,932.00	0.00	25,932.00	0.00%
Direct Child Care Costs (OEL)	7,050,503.12	0.00	7,050,503.12	0.00%
Operation Expenses Sub-total:	7,491,950.12	108,000.00	7,383,950.12	1.44%
Total Expenses	10,652,197.02	108,000.00	10,544,197.02	1.01%

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

4. Schedule of Positions:

% of Budget Allocated to Administration: 7.65%

Position Titles and/or Employee Name	Full Time Equivalent*	FY 15/16 Actual Salary	FY 16/17 Budgeted Salary	FY 17/18 Proposed Salary	% of Proposed Salary Increase
CEO	1	177,500	\$ 177,500	\$ 177,500	0 %
Director of Finance	1	\$ 80,000	\$ 80,000	\$ 80,000	0 %
Fiscal Staff	8	\$ 363,444	\$ 363,444	\$ 363,444	0 %
VP of HR	1	\$ 100,000	\$ 100,000	\$ 100,000	0 %
HR Staff	4	\$ 178,160	\$ 178,160	\$ 178,000	0 %
IT Manager	1	\$ 70,000	\$ 70,000	\$ 70,000	0 %
IT Staff	1	\$ 30,000	\$ 30,000	\$ 30,000	0 %
Executive Assistant	1	\$ 45,000	\$ 45,000	\$ 45,000	0 %
Chief of Program and Administration	1	\$ 113,300	\$ 113,300	\$ 113,300	0 %
Family Services Specialist	3	\$ 32,000	\$ 32,000	\$ 32,000	0 %
Family Services Manager	1	\$ 42,000	\$ 42,000	\$ 42,000	0 %

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

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:
Clay County funding will be used solely for matching funds for the School Readiness program. One hundred percent of all county funds will be used to pay for child care direct services. An administrative or other programmatic expenses will be paid out of County funds. The \$108,000 in County Funds will allow ECS to draw down \$1,692,000 in state and federal funding.

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

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?
100% of this grant goes to programming. Administrative costs for ECS as a whole are less than 8% and 92% of all funding goes to programming.

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990)**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit your completed application **no later than 4:00 PM Friday, March 3, 2017** to:

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

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

Executive Director

Connie Stophel

(Type Name)

Connie Stophel

(Signature)

2/27/17

(Date)

Board Chair

Jason Williams

(Type Name)

Jason L. Williams

(Signature)

2/27, 2017

(Date)

Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2017-2018

A. Applicant Information:

Applicant Name: Mercy Support Services, Inc.		RECEIVED PURCHASING DIVISION 2017 MAR -3 P 2:25 CLAY COUNTY BOARD OF COMMISSIONERS	
Physical Address: 1681 Bartlett Avenue, Orange Park, Florida 32073			
Mailing Address: P.O. Box 1526	City/State: Orange Park, Florida		Zip: 32067
Phone: 904-297-4052	Fax: 904-717-7676		
Website: www.mercysupportservices.org			Federal Tax ID#: 45-2580048
Executive Director: R. Patrick Hayle			
Primary Contact: R. Patrick Hayle	Title: Executive Director/CEO		
Email: rphayle@mercysupportservices.org			
Amount Requested: \$19,800	Amount Awarded (Budget Office use only):		

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

Mission:	Mercy Support Services (MSS) serves the people of Clay County who are circumstantially in need by providing services that guide them to self-sufficiency through an active network of compassionate hearted people and organizations.
Goals:	1. Mercy Resource and Referral Call Center is open Mon – Fri 8:30 am to 4:30 pm and is staffed by trained volunteers who refer callers to the appropriate resource or assign callers to a Care Coach.
	2. Continue to grow partnerships within the community.
	3. To seek out agencies and individuals in the community to provide support to families and individuals in the MSS Supportive Housing Program. To include but not limited to training and education in areas such as parenting, work readiness, computer and financial education.

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

Mercy Support Services, Inc., (MSS), a 501(c) (3), was incorporated in 2012 as an outgrowth of the Clay Safety Net Alliance formerly known as Mercy Network. MSS serves as the umbrella for programs and services offered in Clay County. In 2003 eight faith-based organizations decided to meet to share information on how to better serve the needy in Clay County. Each month dozens of local agencies and churches gather to share information and identify gaps and duplication in services, creating a more efficient and streamlined process for everyone. No one organization can meet all of the needs of a family in crisis. By building bridges among faith-based organizations and social service agencies in Clay County all of us can better serve those in need.

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.

*MSS' Mercy Supportive Housing is a part of our program of self-sufficiency and is designed to assist displaced families in Clay County by providing temporary supportive housing while they become self-sufficient. After an applicant is screened and accepted into the program the client meets with a Mercy Care Coach and together they develop a case plan with specific goals and objectives.

Mercy Care Coaches provide case management to help guide individuals and families to the services and programs that will empower them to become self-sufficient. The Mercy Care Coach 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 Supportive Housing. Over nineteen churches and many community organizations such as Career Source 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 2013 MSS received monies from the Housing Finance Authority of Clay County to initiate Mercy Supportive Housing as a part of our program of self-sufficiency by purchasing two homes for families. In 2015 MSS purchased two quad apartment buildings for families. The most significant project for MSS in 2016 was the ability of the Mercy Supportive Housing Program to accommodate single men and single women along with other low-income families in our properties.

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

Board Member	Affiliation
Michael Serig, Chairman	President and Founder of Earthscapes Design, LLC
Dr. Robert Cowie, Vice Chairman	Dr. Robert Cowie, Dentist
Joelle Marquis, Secretary	Arsenal Capital Partners
Janice Martin, Treasurer	Owner, Accounting for Success
Rev. Pearl Boles, Director	Orange Park United Methodist Church (Retired)
Rev. Andre Van Heerden Director	Orange Cove SDA Church
R. Patrick Hayle, Executive Director / CEO	Mercy Support Services

B. Grant Purpose

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

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. MSS would like to use the County grant funds to supplement and augment services provided to individuals and families in crisis by the Resource and Referral Call Center and Mercy Supportive Housing. When all other resources have dried up these funds will be used to assist individuals and families from becoming homeless by providing rent and utility assistance. Counseling/case management will be included in the services provided.

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

MSS serves the people of Clay County who are circumstantially in need by providing services that guide them to self-sufficiency through an active network of compassionate hearted people and organizations. MSS has helped displaced families, single parents, children and adults.

*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.

Those people calling into the Resource and Referral Call Center have benefitted by receiving referrals to resources than can meet the needs of why they called the MSS Resource and Referral Call Center, be it employment, housing, food clothing, transportation, childcare, medical and mental health services and others.

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

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”.

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.

C. Accountability

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

Milestone, Major Activity, Target	Reference - Time/Date/Stage
Structure and Wholeness, counseling, men, women and children who are struggling with the issues that have brought them to MSS.	Weekly counseling sessions for 13 weeks initially and up to 26 weeks if necessary.

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

MSS tracks the number of calls that come into the Resource and Referral Call Center via spreadsheet. MSS also tracks the number of individuals and families in MSS Supportive Housing. When a family or individual graduates, MSS will follow-up for a period of six months to one year to track their progress and if necessary assist them by working as a team to help them remain self-sufficient and a productive member of the community.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2016-2017: **\$219,035**
Total projected revenue for Fiscal Year 2017-2018: **\$286,475 + \$19,800 = \$306,275**

2. Applicant Budget Detail:

Revenue	FY 15/16 Actual	FY 16/17 Actual	% of Actuals	FY 17/18 Proposed	% of Proposed Budget
Clay County Government				19,800	7%
Other Cities or Counties					
State Funding	20,460				
Federal Funding					
Foundations	2,020	8,775		15,000	
Program-Generated Revenue	184,506	194,258		245,400	
Program-Specific Revenue	3,200	16,002		26,075	
Total Revenue:	210,186	219,035		306,275	

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Expenses (Note: B + C=A)	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	139,880	0.00	139,880	0%
Fringe Benefits	11,900	0.00	11,900	0%
Personnel Sub-total:	151,780	0.00	151,780	0%
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)	82,613	0.00	82,613	
Telephone	5,305	0.00	5,305	
Postage & Shipping	1,648	0.00	1,648	
Printing & Publication	3,990	0.00	3,990	
Equipment Rental & Maintenance	515	0.00	515	
Travel	3,000	0.00	3,000	
Professional Development	16,000	0.00	16,000	
Office Supplies	1,756	0.00	1,756	
Computers & Equipment	2,705	0.00	2,705	
Other	36,963	19,800	17,163	7%
Operation Expenses Sub-total:	154,495	19,800	134,695	
Total Expenses	306,275	19,800	286,475	

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

4. Schedule of Positions:
% of Budget Allocated to Administration:

Position Titles and/or Employee Name	Full Time Equivalent*	FY 15/16 Actual Salary	FY 16/17 Budgeted Salary	FY 17/18 Proposed Salary	% of Proposed Salary Increase
Executive Director / CEO	1.00	\$49,000	\$49,000	\$51,450	5%
Director of Programs (1)	1.00	\$25,000	\$35,000	\$36,750	5%
Call Center Coordinator	.75	\$14,040	\$14,040	\$15,000	7%
Director of Resource Development (2)	.50	\$0.00	\$20,000	\$30,000	50%
Care Coach (3)	.25	\$6,240	\$6,240	\$12,480	50 %
Care Coach (4)	.50	\$0.00	\$15,600	\$15,600	0%
		\$	\$	\$	%

Application is due no later than 4:00 pm Friday, March 3, 2017

		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%

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

E. Budget Narrative

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

For counseling: 10 families/individuals for 48 weeks at \$25 per session = \$12,000
 For Call Center: 24 Callers at \$250 (utilities, rent hotel) = \$ 6,000
 Administrative expense at 10% = \$ 1,800
Total \$19,800

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

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

10% goes to Administration
 90% goes to Programming

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990)**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit your completed application **no later than 4:00 PM Friday, March 3, 2017** to:

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

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

Executive Director

R. Patrick Hayle

(Type Name)



(Signature)

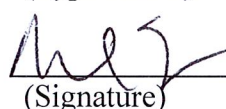
March 2, 2017

(Date)

Board Chair

Michael Serig

(Type Name)



(Signature)

3/3/17

(Date)

Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2017-2018

A. Applicant Information:

Applicant Name: Clay County Police Athletic League			
Physical Address: 450 Parkwood Drive, Orange Park Florida 32073			
Mailing Address: 901 N. Orange Ave.		City/State: Green Cove	Zip: Springs 32043
Phone: 904-237-1899		Fax: 904-213-6	3⁷⁸
Website: www.claycountypal.com			Federal Tax ID#: 59-2795523
Executive Director: Sgt. Keith Smith			
Primary Contact: Sgt. Keith Smith		Title: Executive Director	
Email: ksmith@claysheriff.com			
Amount Requested: \$15,000.00		Amount Awarded (Budget Office use only):	

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

Mission:	To work together with our community to prevent crime and violence by building the bond between law enforcement officers and the children of Clay County.
Goals:	1. Provide qualified and positive role models to the youth of Clay County.
	2. Provide qualified and positive role models to the youth of Clay County.
	3. Improve communication between the Clay County Sheriff's Office and the youth of Clay County.

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

*The Clay County Police Athletic League has provided a Pop Warner Football and Cheer

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

Board Member	Affiliation
Undersheriff Ray Walden	President
Lt. Kenneth Wagner	Vice President
Sgt. Keith Smith	Executive Director
Deputy Robert Russell	Director PAL Programs
Deputy Mark Romano	Director Explorer Programs
Deputy Diana Coxen	Secretary

B. Grant Purpose

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

This grant will assist the Clay County Police Athletic League in funding the operational costs of all seasonal sports programs. Grant funds will also be utilized to assist in maintaining our facilities at our Police Athletic League Walter Odum Park as well as providing financial assistance to those families in our county that are less fortunate and in need of our services.

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

The Police Athletic League targets at risk youth who are falling into crime, drugs, and gang activity. The Police Athletic League's central theme of filling playgrounds and not prisons serves as a mantra for our pledge to our community. The Clay County Police Athletic League proudly serves the youth of Clay County by working within the guidelines of Pop Warner football and Cheer, Babe Ruth baseball, our flag football program, as well as our summer basketball program to engage Clay County children in activities that provide fun play and counter the negative social impact of idle hands and minds.

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

The Police Athletic League Board of Directors is comprised of the President-Under-Sheriff Ray Walden, Vice President-Lt. Kenneth Wagner, Executive Director- Sergeant Keith Smith, Coordinator-Deputy Robert Russell, Explorer Post 987 Coordinator- Deputy Mark Romano, and the Secretary/Treasurer-Deputy Diana Coxen. The Police Athletic League board of directors is responsible for implementing this grant.

Police Athletic League Coordinator Deputy Robert Russell will closely monitor the programs that are offered and will advise the board of all activities.

C. Accountability

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

Milestone, Major Activity, Target	Reference - Time/Date/Stage
Spring Baseball/T-Ball	March-May 2017
Pop Warner Football-Cheerleading	August-November-2017
Fall Baseball/T-Ball	October-November-2017
Summer Basketball	June-August-2017
Flag Football	January-February 2017
Bocci Ball Courts-Special Olympics	April-December 2017

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

The Police Athletic League will conduct random surveys from its participants, parents, and local administrators to assure all resources are being utilized to their maximum potential.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2016-2017: \$157,346.00
Total projected revenue for Fiscal Year 2017-2018: \$183,846.00

2. Applicant Budget Detail:

Revenue	FY 15/16 Actual	FY 16/17 Actual	% of Actuals	FY 17/18 Proposed	% of Proposed Budget
Clay County Government	\$15,000.00	\$15,000.00	12.5%	\$15,000.00	8.5%
Federal Funding					
Foundations				\$11,500.00	6.5%
Program-Generated Revenue				\$115,811.00	
Program-Specific Revenue				\$41,535.00	
Total Revenue:				\$183,846.00	

Expenses (Note: B + C=A) FY 17/18 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages				
Fringe Benefits				
Personnel Sub-total:	.00	.00	.00	0
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)	15,000.00		15,000.00	0%
Telephone				0%
Postage & Shipping	100.00		100.00	0%
Printing & Publication	3,000.00		3,000.00	0%
Equipment Rental & Maintenance	15,000.00	5000.00	15,000.00	33.33%
Travel/Transportation Related	20,000.00		20,000.00	0%
Professional Services	5,000.00		5,000.00	0%
Supplies	10,000.00		10,000.00	0%
Computers & Equipment				0%
Other – (Uniforms/etc)	115,746.00	10,000.00	105,746.00	8.64%
Operation Expenses Sub-total:	183,846.00	15,000.00	168,846.00	8.16%
Total Expenses	183,846.00	15,000.00	168,846.00	8.16%

3. Is County funding a mandated requirement? YES ☐ NO ☒

If yes, please explain requirement:

4. Schedule of Positions:

% of Budget Allocated to Administration: 0.00% N/A

Position Titles and/or Employee Name	Full Time Equivalent*	FY 15/16 Actual Salary	FY 16/17 Budgeted Salary	FY 17/18 Proposed Salary	% of Proposed Salary Increase
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%

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

E. Budget Narrative

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

The Clay County Police Athletic League will use county grant funds to continue reaching as many at risk youth as we can. We, the CLAY PAL, are constantly looking at new ideas and ways to afford ALL youth of Clay County to be able to participate in as many programs as possible. One of our new goals this year is to offer the CLAY PAL summer basketball program to all parts of the community by bringing the Clay PAL summer basketball camp to area high schools where the kids possibly do not have a way or means to come to us. This is just one example of many the CLAY PAL will continue to generate with new ideas to reach as many youth of Clay County as we can.

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

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?
100 % of all county grants will be used toward programs.

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990)**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit your completed application **no later than 4:00 PM Friday, March 3, 2017** to:

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

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

Executive Director

Sgt. Keith Smith

(Type Name)

Digitally signed by Keith Smith
Keith Smith

Date: 2017.02.21 12:51:48

(Signature)

(Date)

Board Chair

Lt. Kenneth Wagner-VP

(Type Name)

Digitally signed by Kenney Wagner
Kenney Wagner

Date: 2017.02.23 12:12:35 -

(Signature)

(Date)

Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2017-2018



A. Applicant Information:

Applicant Name: The Way Free Medical Clinic, Inc.		
Physical Address: 479 Houston Street, Green Cove Springs, FL 32043		
Mailing Address: 479 Houston Street	City/State: Green Cove Springs, FL	Zip: 32043
Phone: 904-531-9504	Fax: 904-531-9507	
Website: www.thewayclinic.org		Federal Tax ID#: 76-0828154
Executive Director: Delores Wise		
Primary Contact: Delores Wise	Title: Executive Director	
Email: delores.wise@wayclinic.org		
Amount Requested: \$45,000.00	Amount Awarded (Budget Office use only):	

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

Mission:	Improve access to health care services for uninsured residents of Clay County.
Goals:	1. Expand the integration of primary care and mental health services.
	2. To educate patients on the best path to improve their physical and mental health which in turns promotes living a healthy lifestyle.
	3. To assist ill and injured patients to return to the work force in a timely manner and become contributing members to the community.

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

* Care Management and Educational Services – (6 years) The Way Clinic staff educate and make follow up contacts with patients to ensure that they understand and follow through with their treatment plan, keep medical and other appointments related to their health, and encourage behavior changes to support improved health outcomes.

* Laboratory Testing and Imaging – (11 years) Laboratory testing and Imaging are vital services necessary for prevention, diagnosis, and treatment of disease. Common tests include blood tests, urinalysis, blood glucose levels, and tissue biopsy. Tests are ordered according to patient need.

* Obstetrics and Gynecology (OB/GYN) – (10 years) The Way Clinic operates an OB/GYN Clinic in partnership with St. Vincent's Healthcare. Clients receive pre-natal care, laboratory testing, imaging, prescriptions including vitamins and iron supplements, hospital delivery, post-partum and gynecological services.

* Primary Health Care: - (11 years) The Way Clinic offers primary health care services by appointment on Monday, Tuesday and Thursday and by walk-in on the third Saturday of each month. At no fee, examined patients receive laboratory testing and imaging, a diagnosis, prescription medications and specialty referrals as needed. Through these services, approximately 4,800 uninsured Clay County residents with various illnesses and/or conditions receive needed medical attention each year.

Chronic Disease Care – (1 year) Improving care for individuals with chronic disease is possibly the greatest challenge facing the U.S. health care system. Forty-eight percent of all Americans have at least one chronic condition, and the health care for these individuals is approximately 83% of total U.S. health care spending. Additionally, almost half of the population with chronic conditions have more than one. Traditional chronic disease management, focusing on single conditions such as diabetes, coronary artery disease, or depression does not meet the needs of patients with multi-morbidities. Disjointed, disease-specific care can contribute to an increased risk of duplicative and costly services, harmful drug interactions, and poor health outcomes. Addressing the needs of patients with multi-morbidities has led to interventions that focus on the patient rather than the disease.

Mental Health Services – (2 year) The Way Clinic began offering our newest program, mental health screening and behavioral counseling in response to the 2015 Clay County Community Health Needs Assessment that identified mental health as one of the top three health priorities in the County. Nearly 50% of all patients at The Way Free Medical Clinic present with mental health needs. Mental Health is a critical concern for our county. There is a direct correlation between patient physical ailments and anxiety and depression.

Nursing Internship/Externship Program – (9 years) The Way Clinic provides Nursing Students an opportunity for clinical experiences and training. Nursing students receive real life, hands on training in many specialties as they approach the end of their educational curriculum. This is a program available to RN and ARNP candidates.

Specialized Referrals – (10 years) The Way Clinic refers patients to specialized medical providers for conditions and/or diseases such as orthopedic, chiropractic, cancer, renal, diabetic and others.

Stop Smoking Now! – (7 years) In partnership with AHEC, The Way Clinic offers a tobacco cessation program. This program, available in English and Spanish, gives our patients the tools needed to help them end their use of and dependence on tobacco products.

Vision Care – (8 years) The Way Clinic conducts vision screenings and referrals in partnership with Vision in Priceless.

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

Board Member	Affiliation
Craig Thomas, Chair	Sr. Executive, Florida Blue
Mandi Wallace, Treasurer	Operations Director, Web.com

Barbara Coleman, Secretary	State Farm Insurance Agent
Martha Alers-Alers	Retired
Doug Conkey	President, Clay Chamber of Commerce
Patricia Fernandez	Spanish Educator, Retired
Jeannie Gallina	Founder
Terry Jones	Attorney
Tracie Loftis	System Vice President, Mission Integration at St. Vincent's Healthcare
DeAnna McDonald	President/CEO, North Florida Health Planning Council
Heidi Roberts	Manager, Wells Fargo
Sandra Schellhorn, ARNP	Advanced Registered Nurse Practitioner
Dr. Terrence Soldo	Doctor of Osteopathic and Family Medicine
Dr. Craig Wagener	Entrepreneur
Pam Wolbert	Park Avenue Florist

B. Grant Purpose

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

Services to be provided by funding from Clay County Board of County Commissioners Grant Program are laboratory testing, care management supplies, medications and imaging services.

Chronic Disease Case Manager – Navigates patients through a personalized treatment program based upon chronic disease or multi-morbidities. The Way Clinic currently has two part-time Chronic Disease Case Managers with the hope to expand one of these to a full-time role. The additional salary needed to promote from part-time to full-time is \$21,700.

Consolidated Laboratory - Provides patients with medical laboratory tests such as Complete Blood Count (CBC), Hemoglobin A1c levels for diabetes, and Chemistry Panel for cardiovascular health. Lab charges range from \$27.00 to \$260.00 per procedure.

Drs. Mori, Bean and Brooks, P.A. - Performs radiology procedures to diagnose cancer, heart disease, neurological and medical conditions. Radiology costs for x-rays range from \$6.60 to \$52.00; MRI from \$52.00 to \$282.00; and CT scans from \$44.60 to \$93.00. Our cost per unit for Mammogram screening is \$27 each. Diagnostic Mammograms are more costly and pricing is variable.

Medications - The Way Clinic exhausts all resources in order to secure donated medications from drug companies for our patients. Unfortunately, it is not always possible to have all medications donated. Without proper medication, patients continue to suffer.

Mental Health Counselor - The Way Clinic recognizes the need to hire a full time Mental Health Counselor, by November 2017, to work as the primary mental health caregiver for our patients. The duties of the mental health counselor will include conducting mental health assessments, developing individualized treatment plans, leading individual or group therapy sessions, running preventative mental wellness classes or workshops and making treatment referrals. The median salary for a Mental Health Counselor is \$41,880.00.

NeedyMeds - Provides monthly software access to track prescription assistance programs (PAP). Most drug companies provide prescription assistance programs to help eliminate or defer medication costs for our patients. During any given month, this software tracks the progress of approximately 200 patient medication applications. The Way Clinic averages \$350 a month to utilize this program. Without this software, it would be extremely challenge for The Way Clinic to secure the enormous volume of free or greatly reduced medications for our patients.

Steede Medical, LLC - Provides chronic disease patients with supplies that include, but are not limited to, blood glucose level testing strips, lancets and needle syringes for injecting insulin. The cost of each package of test strips is \$8.95 sold in cases of 100. Lancets cost \$2.50 per box. Needle syringes cost \$61.88 per case of 500.

2. Describe the grant's target population and benefits received from the citizens of the County. Founded in 2006, The Way Free Medical Clinic's mission is to increase access to health care services for low-income, uninsured Clay County residents. The purpose of The Way Clinic is to be the health care home for Clay County citizens who live at or below the poverty level and who have no access to health care services other than at The Way.

The 2015 Clay County Health Needs Assessment reported that 18,625 (9.8 percent) Clay County residents are living at or below the federal poverty level, with 10% of the county population receiving at least one type of federal assistance. This vulnerable population has identified that accessing health care in Clay County is challenging due to the cost of medical services and insufficient community health resources. The Way Clinic is the only free health care clinic in Clay County. In addition, The Way Medical Clinic provides services that no other organization in the community provides.

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant. Delores Wise – Executive Director - is responsible for overseeing the administration, programs and strategic plan of the organization. Other key duties include fundraising, marketing, and community outreach. Delores reports directly to the Board of Directors. Qualifications: Previous executive director of a national nonprofit serving five local counties – Clay, Baker, Duval, Nassau and St. Johns.

Sandra Schellhorn – Advanced Registered Nurse Practitioner - provides either primary or specialty care services to our patients. Generally, Sandy takes on many of the same responsibilities as a physician and serves an important function in our healthcare system. Qualifications: Combination of business and clinical acumen. Significant leadership roles and clinical experience in a multitude of settings. Extensive leadership and management experience and skills. Ability to adapt and flourish in dynamic environments. Licensure include:

Florida ARNP License Number 2139162

ANCC Acute Care Nurse Practitioner Certification

Diplomat, American Board of Quality Assurance and Utilization Review

Basic Life Support

Application is due no later than 4:00 pm Friday, March 3, 2017

Advance Cardiovascular Life Support

Mandi Wallace – Board Treasurer - Operations Director at Web.com. Qualifications: Corporate Finance Professional and Certified Public Accountant with 20 years of financial management experience.

Farooq Essa – Case Manager - is responsible for helping our Primary Care patients in systems navigation, transportation, clinic follow-up and Patient Assistance Programs for maintenance medications, as a full time, paid staff member.

Molly Mason – Case Manager OB/GYN - works with our OB patients. Her responsibilities include systems navigation, Medicaid applications, transportation and clinical follow-up, as a part time, paid staff member.

Lauren Hoffman – Volunteer - PharmD - instructs our patients in proper administration of their medications, monitors our drug purchasing and assists our providers in prescribing the most affordable medication for our patients.

C. Accountability

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

Milestone, Major Activity, Target	Time Reference
Ensure that 300 patients with chronic health issues receive follow up care	One Year
Educate 150 diabetic/hypertensive patients receive proper diet and nutrition	One Year
Provide 200 diagnostic services for Primary Care patients	One Year
Assist 100 patients with medication Patient Assistance Programs	One Year
Provide 100 patients with Mental Health Counseling and Medications	One Year

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

Monitor and evaluate patient health through, PracticeFusion, electronic health record system. Track percentage of patients who improve their health status through early identification, continuing health education, diagnostic testing and care management programs.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2016-2017: \$441,000
Total projected revenue for Fiscal Year 2017-2018: \$484,000

2. Applicant Budget Detail:

Revenue	FY 15/16 Actual	FY 16/17 Actual	% of Actuals	FY 16/17 Proposed	% of Proposed Budget
Clay County Government	\$15,000	\$15,000	.03	\$45,000	.09
Other Cities or Counties	N/A	N/A		N/A	
State Funding					
Federal Funding					
Foundations	\$67,891	\$29,614	.07	45,000	.09
Grants	\$206,000	\$154,438	.39	\$168,000	.35
Fundraising	\$76,000	64,100	.16	\$76,800	.16
Other Sources	\$53,806	\$141,299	.35	\$145,200	.31
Total Revenue:	\$418,697	\$404,451	100	\$480,000	100

Expenses (Note: B + C=A)	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	\$310,000	\$30,000	\$280,000	.097
Fringe Benefits	\$17,000	0	\$17,000	
Personnel Sub-total:	\$327,000	\$30,000	\$297,000	.092
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)	\$12,000		\$12,000	0
Telephone	\$4,500		\$4,500	0
Postage & Shipping	\$900		\$900	0
Printing & Publication	\$4,000		\$4,000	0
Equipment Rental & Maintenance	\$3,000		\$3,000	0
Travel	\$2,000		\$2,000	0
Professional Development	\$2,000		\$2,000	0
Office Supplies	\$5,000		\$5,000	0
Computers & Equipment	\$6,500		\$6,500	0

Professional Service (Legal)	\$12,000		\$12,000	0
Professional Service (Consulting)	\$33,000		\$33,000	0
Workman's Compensation	\$7,000		\$7,000	0
Diagnostic Imaging	\$21,000	\$5,000	\$16,000	.238
Materials (Includes diabetes test strips, needle syringes, band aids, etc.)	\$20,000	\$10,000	\$10,000	.500
Medications	\$2,000		\$2,000	0
Other	\$18,100		\$18,100	0
Operation Expenses Sub-total:	\$153,000		\$138,000	0
Total Expenses	\$480,000	\$45,000	\$435,000	.094

3. Is County funding a mandated requirement? YES NO X

If yes, please explain requirement:

4. Schedule of Positions:

% of Budget Allocated to Administration:

Position Titles and/or Employee Name	Full Time Equivalent*	FY 15/16 Actual Salary	FY 16/17 Budgeted Salary	FY 17/18 Proposed Salary	% of Proposed Salary Increase
Executive Director, Delores Wise	1	\$	\$ 75,000	\$ 75,000	%
Clinical Director, Sandy Schellhorn	1	\$ 81,269	\$ \$81,269	\$100,000	%
Case Manager, Farooq Essa	1	\$ 15,611	\$ 15,611	\$ 15,611	%
Case Manager OB, Molly Mason	.5	\$ 11,184	\$ 11,184	\$ 11,184	%
Chronic Disease Nurse, Jeannie Ryan	.5	\$	\$ 8,000	\$ 21,700	%
Chronic Disease Nurse, Maribel Pumarejo	.5	\$	\$ 8,000	\$ 21,700	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%

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

E. Budget Narrative

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

Application is due no later than 4:00 pm Friday, March 3, 2017

The Way Clinic will provide comprehensive imaging, laboratory testing, and health services to patients with chronic or acute conditions and disease. Approximately 3,000 Clay County residents have established their medical home at The Way Clinic through ongoing care coordination and during 2016 there were over 5,500 patient visits. Through this funding for diagnostic testing and imaging, The Way Clinic will provide testing and subsequent treatment to more patients with chronic conditions. The funding for increasing one Chronic Disease Case Manager to full time and the addition of a Mental Health Nurse will allow The Way Clinic to accommodate more patients and patient visits.

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

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?
11.65%

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990)**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

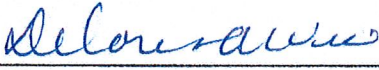
3. Submit your completed application **no later than 4:00 PM Friday, March 3, 2017** to:

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

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

Executive Director

Delores Wise
(Type Name)


(Signature)

3-3-17
(Date)

Board Chair

Craig Thomas
(Type Name)


(Signature)

3-3-17
(Date)

Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2017-2018



A. Applicant Information:

Applicant Name: Clay County Council on Aging, Inc.		
Physical Address: 604 Walnut Street, Green Cove Springs, FL 32043		
Mailing Address: 604 Walnut Street	City/State: Green Cove Springs, FL	Zip: 32043
Phone: 904-531-5020	Fax: 904-284-0296	
Website: www.coaclay.org		Federal Tax ID#: 59-1557913
Executive Director: Al Rizer, Ph.D.		
Primary Contact: Al Rizer, Ph.D.	Title: Executive Director	
Email: alrizer@claycoa.org		
Amount Requested: \$752,892	Amount Awarded (Budget Office use only):	

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

Mission:	To maximize opportunities for self-sufficiency and personal independence of Clay County elders and to plan, advocate and administer programs and policies that assure accessible, responsive and comprehensive services and long-term care.
Goals:	1. Provide a variety of services to seniors including Center Services, (Meals and socialization opportunities), Adult Day Health Care, In-home Services (Personal Care, Homemaker, Respite Care, Home Delivered Meals, and Chore Service), Utility Assistance, Housing Counseling, Transportation and Case Management. 2. Provide 7 Flex Route and Paratransit Services (door-to-door) Transportation to the residents of the County for any purpose including commuting to work, schools, medical visits, shopping, and other appointments. 3. Provide food to low income residents in partnership with the USDA, food pantries, Second Harvest Food Bank and local churches. 4. Provide facilities and opportunities for special events at our four senior centers located in Green Cove, Middleburg, Orange Park, and Keystone Heights.

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

* Senior Centers: The Council on Aging has four Senior Centers that provide various activities to include socialization opportunities, entertainment, games, arts and crafts, health checks, and educational presentations. A hot, nutritious lunch is provided to the senior citizens in attendance. The program began in 1974.

* Meals on Wheels: The Council on Aging administers the Meals on Wheels Program for Clay County. Meals are delivered to home bound senior citizens in the form of a daily hot meal or a week's supply of frozen meals, depending on the client's ability to prepare the meal. Each meal provides 1/3 of the daily nutritional requirements. Due to the downturn in the economy, there has been an increased need for home delivered meals at a time when the DOEA funding has been reduced. This program began in 1974.

* In-home Program: In-home workers provide assistance in the home of elderly clients to help them meet their daily needs as defined by COA case managers. Services include light housekeeping, companionship, laundry, etc. Personal care is also provided by Certified Nursing Assistants, which includes assistance with bathing and other activities of daily living. This program began in 1974.

Adult Day Healthcare Program: This is the only program in the County that provides daycare to senior citizens in need of supervision throughout the workday. Clients may suffer from some degree of dementia, Alzheimer's disease, Parkinson's disease, or other debilitating illnesses. Care can be provided from 7:30 a.m. to 4:15 p.m. or designated hours depending on the needs of the individual or their caretaker. Services are provided at the Green Cove Springs location as well as the newly acquired location at Moosehaven in Orange Park. Each location can comfortably handle 24 clients daily.

* Transportation Program (Clay Transit): The Council on Aging is the Community Transportation Coordinator for Clay County and is contracted with the State of Florida to provide Medicaid Non-emergency Transportation as well as rides for the Transportation Disadvantaged. COA began a new five year contract for these services effective January 1, 2017. The majority of these trips are demand response where the client is picked up at their door and transported to their destination and returned. Clay Transit has continued to expand its deviated fixed routes that have designated stops and times similar to the traditional city transit system. There are currently seven deviated-fixed routes that are available to all Clay County residents for a charge of \$1.00 per trip. The ridership has increased on these routes significantly over the past five years. Clay Transit provided 141,676 trips in 2016, the majority of which were transportation to medical appointments. Seniors have reported that the lack of transportation is their number one concern in their attempt to remain living independently in their own home. Clay Transit began in 1984.

* Commodities Program: Food items are provided each month to enrolled low-income individuals and families throughout the county. Food is purchased from the Second Harvest Food Bank to support this program. Additional donated items from Waste Not Want Not are provided to supplement the monthly distribution. Due to several years of a struggling economy, the hardships on the residents of Clay County have increased, the participation in the Commodities Program increased each passing year. This program began in 1984.

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

Board Member	Affiliation
Ronald Coleman	President, BARONCO Inc.
John Bowles	Retired, Town Manager of Orange Park
Leslie Rickabaugh	Retired, Clay County Board of Education
Elizabeth Peeples	Retired
Greg Moorehead	Retired
Jerry Williams	Retired
Michael White	President, First Atlantic Band

Tina Bullock	Retired Clay County School Principal, Former School Board Member
John Powers	Retired Military and Industrial Sales
Barbara Garner	Retired Banker
Sylvia Kinnear	Retired Clay County School Teacher
Theresa Crockett	Retired, Challenge Enterprises
Rob Gaddy	Regional Manager, Walgreen's Pharmacy

B. Grant Purpose

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

As indicated above, the following programs receive County grant funds: Four Senior Centers, Meals on Wheels, In-home Services, Adult Day Health Care, Transportation, and the Commodities Program.

Senior Services - Several grants that fund senior services require a match. The services include homemaking and personal care to home-bound seniors, adult day healthcare, respite, congregate meals, home delivered meals, etc. County grant funds are used to help meet these match requirements in order to draw down Federal and State funds that are necessary to operate these programs. County funding draws down over \$3.5 million in Federal and State dollars. A portion of County funds are also used to help meet the unfunded needs for home delivered meals (Meals-on-Wheels), in-home services and commodities. County funding also provides transitional funding for seniors in crisis who are on state waiting list for services and or who have applied but have not yet be determined eligible under state and federal programs.

Transportation Services - County grant funds are used to meet the match requirements for transportation capital and operating funding in both the paratransit and for the operation of the Flex Routes. Additionally, county funding is used to fund additional trips for persons who are not eligible for door-to-door services funding under one of our subsidized transportation programs. Over 2000 trips are provided on an annual basis to persons who are not eligible under other programs.

The Commodities Program – County funds are the only dollars available to operate the USDA program. This program serves low income individuals and families of all ages. The need for commodities far exceeds the amount of food we can secure from USDA and Second Harvest.

County in-kind - Funding for the radio tower, vehicle parts and building maintenance is used to help fund the operation of the transportation program and the four Senior Centers in Clay County. This in-kind assistance is appreciated but is inadequate for our growing fleet and is insufficient to maintain four buildings of the size and age of the four Senior Centers. Any increase in our in-kind support from the county would help us to better meet our operational needs and allow us to redirect dollars to other direct service programs. Two examples of why we need additional assistance is the roof repair at the GCS Senior Center which cost \$4,750 and the replacement of an air conditioner at the Orange Park Senior Center which cost \$6,800. These repairs took place just in the first two months of 2017 and were paid for by the Council on Aging, so you can see that the current level of support from the county does not adequately fund the maintenance of these county owned buildings.

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

The majority of services provided by the Council on Aging are designed to assist senior citizens over the age of 60. Transportation services are available to seniors, low-income and people with physical and mental disabilities. Transportation services are also provided to all residents via the deviated fixed routes offered throughout the county. An additional route (Teal Line) was added this past year between Keystone Heights and the Black Creek Park and Ride. Commodities are provided to low-income individuals and families in Clay County.

Services are provided to those in the most need, using a rating scale provided by ElderSource, the NE Florida Area Agency on Aging. Knowing full well that the available funds will never meet the needs in the County, an emphasis is placed on serving those with the most need. The clients that receive services are located throughout Clay County.

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

The Council on Aging has a staff of 130 and volunteers who provide thousands of hours of assistance each year. The staff includes an executive management team composed of the following:

The Executive Director holds a Ph.D. in Social Work, a Masters degree in Social Work and a BS in Psychology with over 40 years of experience in clinical and administrative management.

The Fiscal Officer has been employed at COA for over 30 years, providing financial management to the agency.

Our Director of Senior Services holds a degree in Psychology and over 24 years in human services management.

Our Director of Transportation holds a certification as a professional transit manager from the Community Transportation Association of America and has over 36 years' experience managing Clay Transit.

The remainder of the staff includes full time and part-time associates that manages the four Senior Centers, two day care centers and provides a variety of case management and in-home and social services. Transportation staff includes drivers, schedulers, reservation agents, and Operations Manager and a Mobility Manager.

Volunteers serve a variety of functions including meal delivery, assisting center staff, activity leaders and clerical staff.

C. Accountability

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

Milestone, Major Activity, Target	Reference - Time/Date/Stage
Increase ridership on the Teal Line by 100% over 2016 levels	December 31, 2017
Increase ridership on the Flex Routes by 5% over 2016 levels	December 31, 2017
Increase participation at adult daycare locations to 85% of capacity	December 31, 2017
Upgrade the appearance of Senior Centers by making minor improvements	December 31, 2017
Increase the utilization of volunteers to assist in providing additional programs and services	December 31, 2017
Apply for additional grants as a means of securing additional funding for the many unfunded programs needed by seniors in Clay County	December 31, 2017
Continue to work to improve our two major fundraising events as a means of raising much needed funds for senior programs	November 4, 2017

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

COA Case Managers make random calls to clients to determine if their needs are adequately met.

ElderSource (Area Agency on Aging) sends out questionnaires to clients in search of feedback on how well the programs are meeting their needs.

COA/Clay Transit sends out surveys each year to gain feedback on rider's opinion of the services that they receive.

COA receives frequent calls from clients regarding the services received and we work diligently to correct any shortcomings within the services that are provided.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2016-2017: \$4,407,596
Total projected revenue for Fiscal Year 2017-2018: \$4,629,260

2. Applicant Budget Detail:

Revenue	FY 15/16 Actual	FY 16/17 Actual	% of Actuals	FY 17/18 Proposed	% of Proposed Budget
Clay County Government	655,845	628,543	14.26	714,508	15.43
Other Cities or Counties	0	0	0	0	0
State Funding	1,337,094	1,023,706	23.23	1,315,358	28.41
Federal Funding	1,254,822	1,127,672	25.58	1,389,274	30.01
Program-Generated Revenue	519,214	599,439	13.60	708,253	15.30
Program-Specific Revenue	495,403	1,028,236	23.33	501,867	10.85
Total Revenue:	4,262,378	4,407,596	100	4,629,260	100

Expenses (Note: B + C=A) FY 17/18 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	0	0	0	0
Fringe Benefits	0	0	0	0
Personnel Sub-total:	0	0	0	0
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)	0	0	0	0
Telephone	0	0	0	0
Postage & Shipping	0	0	0	0
Printing & Office Supplies	0	0	0	0
Equipment Rental & Maintenance	0	0	0	0
Travel	0	0	0	0
Commodities	26,284	26,284	0	100
Senior Services and Operations	1,991,810	219,783	1,772,027	4.75
Transportation	2,277,200	316,558	1,960,642	6.84
Flex Routes (5316, 5317, etc)	335,341	190,267	145,074	4.11
Operation Expenses Sub-total:	4,630,635	752,892	3,877,743	16.26
Total Expenses	4,630,635	752,892	3,877,743	16.26

3. Is County funding a mandated requirement? YES NO (X)

If yes, please explain requirement:

4. Schedule of Positions: N/A

% of Budget Allocated to Administration: 0%

Position Titles and/or Employee Name	Full Time Equivalent*	FY 15/16 Actual Salary	FY 16/17 Budgeted Salary	FY 17/18 Proposed Salary	% of Proposed Salary Increase
None are supported by County funds		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%
		\$	\$	\$	%

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

E. Budget Narrative

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

Commodities Program (\$26,284) – The amount requested fully funds this program. This program provides food to low- income Clay County residents once each month at five different locations throughout the county. The number of individuals and families participating in this program has continued to increase each year. There are between 600 – 800 people served each month.

Senior Services and Operations (\$219,783) – The funds requested assist in the funding of the four Senior Centers, the Meals on Wheels program, In-home services and Adult Day Healthcare. Each of these programs has been more fully explained on page 2.

Transportation (\$316,558) – The requested county funding supports the door to door services that are provided to transport seniors to medical appointment and return. (Page 2)

Transportation Flex Lines (\$190,267) – These bus routes have fixed stops and times and are available for anyone to ride. Due to the very limited commercial transportation provided by JTA in Clay County, these routes are the closest thing to a city bus system that we have throughout Clay County, thus illustrating the importance of maintaining and expanding this service. The \$1.00 charge to the rider, JTA and FDOT funding are not adequate to fully fund the program, therefore county funding is essential to the continued provision of this service.

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

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

There are no county funds utilized to support administration; therefore, 100% of the funding is used for programming.

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990)**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year

program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit your completed application **no later than 4:00 PM Friday, March 3, 2017** to:

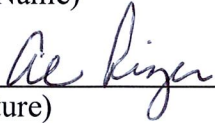
Clay County Board of County Commissioners
Attn: Budget Office
PO Box 1366
477 Houston Street, 4th Floor
Green Cove Springs, FL 32043

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

Executive Director

Al Rizer, Ph.D.

(Type Name)



(Signature)

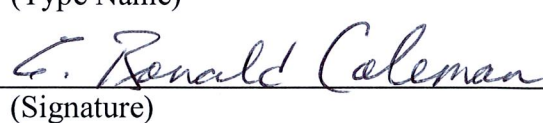
March 24, 2017

(Date)

Board Chair

Ronald Coleman

(Type Name)



(Signature)

March 26, 2017

(Date)



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, June 6 3:00 PM

TO: Finance &
Audit Committee

DATE: 4/5/2017

FROM: S.C.
Kopelousos

SUBJECT: Update on County projects.

AGENDA ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	5/30/2017 - 1:56 PM	Item Pushed to Agenda