



**BOARD OF COUNTY COMMISSIONERS
MEETING AGENDA**

October 8, 2024
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Burke

PLEDGE

Gregory A. Achors, CDR, USN (Ret.)

CALL TO ORDER

ROLL CALL

PET ADOPTIONS

SPECIAL STAFF RECOGNITION

Albert McDuffie Retirement

PROCLAMATIONS/RESOLUTIONS

1. National Fire Prevention Week (October 6-12, 2024)
2. Domestic Violence Awareness Month (October 2024)
3. National Cybersecurity Month (October 2024)

DECLARATIONS

4. Breast Cancer Awareness Month (October 2024)

PRESENTATIONS

EDC Quarterly Update - Crawford Powell

CONSTITUTIONAL OFFICERS

5. Letter and Resolution from the Clay County Tax Collector to request the extension of the 2024 Tax Roll prior to the completion of the Value Adjustment Board Hearings (T. Green/C. Blanchett)

APPROVAL OF MINUTES

6. Board of County Commissioners Meeting Minutes September 24, 2024

PUBLIC COMMENTS

CONSENT AGENDA

7. Finance Business

The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1) FL Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.

8. Approval of Partial Release of Easement for 2594 Countryside Drive (R. Smith)
9. Renewal of Construction Engineering Inspection Services Continuing Agreements (R. Smith)

Approval of the Second Renewal of the following Continuing Agreements for Construction Engineering Inspection Services (CEI) for an additional one-year term commencing October 12, 2024 through October 11, 2025:

A) Construction and Engineering Services Consultants, Inc., Agreement No. 2021/2022-6

B) Eisman & Russo, Inc., Agreement No. 2021/2022-7

C) England, Thims & Miller, Inc., Agreement No. 2021/2022-8

D) VIA Consulting Services, Inc., Agreement No. 2021/2022-9

Funding Source:

Various

10. Budget Resolution for the Florida Humanities Council Florida Talks Grant Program (M. Covey)

Approval of budget resolution to record unanticipated revenue in the amount of \$300 from Florida Humanities Council to support the Clay County Public Library System's Florida Talks Public Program. Funding Source: General Fund Revenue / Contributions/Donations

11. Grant Agreement and Budget Resolution for the Staffing for Adequate Fire and Emergency Response (SAFER) Program (M. Covey)

Approval of grant agreement with the Federal Emergency Management Agency (FEMA) for \$4,057,906.50 to hire 18 new firefighters under the SAFER Grant Program.

Approval of accompanying budget resolution.

Approval for the Fire Chief to accept the award and grant agreement terms in the FEMA GO Grants Portal.

12. Approval of Memorandum of Agreement between Clay County and The City of Jacksonville Beach regarding usage of Clay County Gun Range (C. Grimm)
13. Approval of School Concurrency Proportionate Share Mitigation Agreement between Clay County District Schools, Clay County and DFH Land LLC (Bella Lago Townhomes) (C. Grimm)
14. Approval of School Concurrency Proportionate Share Mitigation Agreement between Clay County District Schools, Clay County and Meritage Homes of Florida, Inc. (Farley Single Family) (C. Grimm)
15. Approval of Quit Claim Deed of Mineral Rights from Clay County to Fleming Industrial Park, L.L.C. (C. Grimm)
16. Agreement for Freelance Content Developer with Breanna Ramos (K. Morgan)

Approval of the Agreement for Freelance Content Developer services with Breanna Ramos for Clay County Tourism at a rate of \$50.00 per hour, for the services outlined in the Scope of Work, not to exceed \$24,000.00 annually. The agreement will begin on the effective date and continue for a one (1) year term.

Funding Source:

Tourism (1st 2nd and 3rd cent) Fund - Tourism (1st 2nd and 3rd cent) - Professional Services

DISCUSSION/UPDATES

17. Progress Report on the Bonded Transportation Program (E. Dendor)
18. FCC Audit Update (H. Boucher)
19. FCC Status Update

NEW BUSINESS

20. Approval of Collective Bargaining Agreement between Clay County and the Clay County Fire/Rescue Professionals International Association of Firefighters Local 3362, Fiscal Years 2024-2027 (L. Mock/C. Grimm)
21. Approval of Collective Bargaining Agreement between Clay County and the Clay County Fire/Rescue Professionals Unit "B", International Association of Firefighters Local 3362B, Fiscal Years 2024-2027 (L. Mock/C. Grimm)

22. Bid No. 23/24-140, Moody Avenue Emergency Repair (K. Smith)
Approval to post Notice of Intent to Award Bid 23/24-140, Moody Avenue Emergency Repair to Kirby Development, Inc. Selection of either the Base Bid option or the Alternate Bid option will depend on the Water Management District's determination regarding how the County can proceed. Kirby Development, Inc. submitted the lowest Bid for both the Base and Alternate options. Approval of award will be effective after the 72-hour protest period has expired. The Agreement will detail the option selected.

TIME CERTAIN - 5:00 p.m. or as soon thereafter as can be heard.

23. Final Public Hearing to Consider ZON 24-0020, LDC Text Change for Rural Event Venues. (M. Brown)
Land Development Code Change to add a new Conditional Use of Rural Event Venue.

This item was continued from the September 24, 2024 BCC Board meeting.

24. Approval of Development Agreement between NorthFork and Clay County, Florida (C. Grimm)
25. First Public Hearing to consider ZON 24-0017, LDC Text Change for Rock Crushing; Rock or Sand Storage Yards; and Stone Cutting. (M. Brown)
Land Development Code Change to amend the required standards for Rock Crushing; Rock or Sand Storage Yards; and Stone Cutting Conditional Use.

LETTERS FOR ACTION

26. Circuit Advisory Board, 4th Judicial Circuit

LETTERS OF DOCUMENTATION

27. Bid Opening Tabulations (K. Smith)
Bid Opening Tabulations for October 1, 2024:
A. RFB No. 23/24-140, Moody Avenue Emergency Repair
B. RFB No. 23/24-079, General Engineering Consulting Services for Planning and Design of SUN Trail along Old Jennings Road and Long Bay Road

PUBLIC COMMENTS

COMMISSION AUDITOR

COUNTY ATTORNEY

COUNTY MANAGER

COMMISSIONERS' COMMENTS

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



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	12/12/2023 - 9:12 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	9/30/2024 - 11:17 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of
County
Commissioners

DATE:

FROM:

SUBJECT:

AGENDA ITEM
TYPE:

BACKGROUND INFORMATION:

Celebrating Albert McDuffie's 35 Years of Service to the Clay County Board of County Commissioners.

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	9/30/2024 - 11:08 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Fire Prevention Week Proclamation	Cover Memo	10/2/2024	2024_Fire_Prevention_Week_Proclamation.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	9/30/2024 - 11:09 AM	Item Pushed to Agenda

WHEREAS, Fire Prevention Week is observed each year during the week of October 9th in commemoration of the Great Chicago Fire of October 8, 1871, that caused devastating damage killing more than 250 people, and destroying more than 17,400 structures; and

WHEREAS, in 1925, President Calvin Coolidge proclaimed Fire Prevention Week a national observance, making it the longest-running public health observance in our country; and

WHEREAS, the 2024 Fire Prevention Week theme is “**Smoke Alarms: Make Them Work For You!**” to recognize the importance of having working smoke alarms in every sleeping area and level of the home, conducting regular smoke alarm tests, and replacing smoke alarms that are more than 10 years old; and

WHEREAS, working smoke alarms cut the risk of house fire deaths by 60 percent, and residents who plan and practice a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Clay County Fire Rescue is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and education, and any resident who needs a smoke alarm or help installing a smoke alarm can contact the fire marshal’s office at 904-541-2757.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim October 6-12, 2024, as

FIRE PREVENTION WEEK IN CLAY COUNTY

and in so doing, encourages all Clay County residents to make sure working smoke detectors are installed in their homes and they have a family home fire escape plan.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida this 8th day of October 2024.

ATTEST:

Tara S. Green
Clerk of Court & Comptroller
Ex Officio Clerk of the Board

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

Jim Renninger, Chairman

Mike Cella, Vice Chairman

Alexandra Compere

Betsy Condon

Kristen Burke, DC



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Domestic Violence Awareness Month Proclamation	Cover Memo	10/2/2024	2024_Domestic_Violence_Awareness_Month_proclamation.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	9/30/2024 - 11:09 AM	Item Pushed to Agenda

WHEREAS, domestic violence affects more than 12 million men and women in the United States each year and an average of 24 people per minute are victims of rape, physical violence, or stalking by an intimate partner; and

WHEREAS, the impact of domestic violence is wide-ranging, and the crime does not know race, age, gender, or income, with effects that can be felt in all facets of society, here in Clay County, and across the U.S.; and

WHEREAS, during Domestic Violence Awareness Month, victim advocates, allied professionals, survivors of abuse, their loved ones, and the surrounding community come together to mourn the lives lost to domestic violence, celebrate the progress that has been made to end this epidemic, and connect with others working to create change; and

WHEREAS, each day across the U.S. more than 79,000 victims of domestic violence seek services from domestic violence programs and shelters that can mean the difference between life and death, provide a way to escape, and give survivors a chance for a new life; and

WHEREAS, This October, Clay County joins counties across Florida and the Nation in supporting survivors of domestic violence and commends local domestic violence support organizations like Quigley House and the dedicated staff working every day to educate, equip, and empower survivors with the resources they need to create a life free of violence.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim October 2024, as

DOMESTIC VIOLENCE AWARENESS MONTH IN CLAY COUNTY

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida this 8th day of October 2024.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

Tara S. Green
Clerk of Court & Comptroller
Ex Officio Clerk of the Board

Jim Renninger, Chairman

Mike Cella, Vice Chairman

Alexandra Compere

Betsy Condon

Kristen Burke, DC



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
<input type="checkbox"/> National <input type="checkbox"/> Cybersecurity <input type="checkbox"/> Month <input type="checkbox"/> Proclamation	Cover Memo	10/2/2024	2024_Cybersecurity_Awareness_Month_Proclamation.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	9/30/2024 - 11:09 AM	Item Pushed to Agenda

WHEREAS, cyberattacks affect our daily lives, economy, and national security by destroying, corrupting, or stealing information from our computer systems and networks that can impact our critical infrastructure, hospitals, public safety departments, businesses, schools, and many other essential services that Americans trust and rely on every day; and

WHEREAS, to safeguard our nation’s infrastructure, the President and Congress of the United States have declared October as Cybersecurity Awareness Month every year since 2004; and

WHEREAS, cybersecurity and upholding the safety of the digital landscape is a collective duty that every individual has an essential role in executing, and this year's theme, “Secure our World” encourages people to take daily actions to reduce online risks.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim October 2024, as

CYBERSECURITY AWARENESS MONTH IN CLAY COUNTY

and in so doing, we encourage all residents to increase their cybersecurity at home, at work, and in schools by taking steps such as enabling multi-factor authentication, using a trusted password manager and strong passwords, recognizing, and reporting phishing, and updating their software regularly.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida this 8th day of October 2024.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

Tara S. Green
Clerk of Court & Comptroller
Ex Officio Clerk of the Board

Jim Renninger, Chairman

Mike Cella, Vice Chairman

Alexandra Compere

Betsy Condon

Kristen Burke, DC



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Breast Cancer Awareness Month Declaration	Cover Memo	10/2/2024	2024_Breast_Cancer_Awareness_Month_declaration.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	9/30/2024 - 11:09 AM	Item Pushed to Agenda



DECLARATION

***OF THE
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA***

WHEREAS, in 2024, more than 360,000 people will be diagnosed with breast cancer, and one in eight women in America will be diagnosed with the disease in their lifetimes; and

WHEREAS, Breast Cancer Awareness Month is an international health campaign held every October to promote screening and prevention of the disease, which affects 2.3 million women worldwide; and

WHEREAS, known best for its pink theme color, the month features several campaigns and programs aimed at supporting people diagnosed with breast cancer, educating people about breast cancer risk factors, and encouraging women to go for regular breast cancer screening starting at age 40 or earlier, depending on personal breast cancer risk; and

WHEREAS, advancements in early detection methods and support continue to increase the chances of survival, and when caught in its earliest, localized stages, the 5-year relative survival rate of breast cancer is 99 percent; and

WHEREAS, this National Breast Cancer Awareness Month, we honor those we have lost, offer strength to those who continue to live with breast cancer and celebrate the courageous survivors and advocates fighting to beat it.

Therefore,

The Board of County Commissioners, Clay County, Florida, does hereby declare October 2024, as

BREAST CANCER AWARENESS MONTH IN CLAY COUNTY



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

BACKGROUND INFORMATION:

There will be no PowerPoint for this item, but Mr. Powell will have some updates to share with you.

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	9/30/2024 - 11:13 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County
Commissioners

DATE: 9/12/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Request Letter from Tax Collector - VAB	Cover Memo	10/3/2024	Request_Letter_from_Tax_Collector_-_VAB.ADA.pdf
Resolution re Value Adjustment Board	Resolution Letter	10/3/2024	Resolution_re_Value_Adjustment_Board.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	9/30/2024 - 11:14 AM	Item Pushed to Agenda



DIANE HUTCHINGS
— TAX COLLECTOR —
SERVING CLAY COUNTY

Clay County Board of County Commissioners
Post Office Box 1366
Green Cove Springs, Florida 32043

Re: Request for Extension of 2024 tax roll prior to completion of Value Adjustment Board hearings:

Dear Commissioners:

Compliance with Florida law, which requires the Value Adjustment Board (VAB) to use Special Magistrates to conduct the hearings on the various petitions filed before the VAB, means that the final action of the VAB will occur after November 1, 2024, the date that the tax notices must be sent.

For this reason, I am requesting that the Board of County Commissioners utilize the attached resolution to order the Clay County Value Adjustment Board, pursuant to Sections 197.323 and 193.122, Florida Statutes, to certify the assessment roll prior to completion of VAB hearings. Completion of the VAB hearings is the only cause for delay in the issuance of tax notices beyond November 1, 2024. For any parcel for which tax liability is subsequently altered as a result of VAB action, I shall resolve the matter by following the same procedures used for correction of errors.

Thank you for your attention to this matter. Please call if you have any questions.

Very truly yours,

Diane Hutchings
Clay County Tax Collector

Enclosure

cc: Tracy Drake, Property Appraiser (w/encl.)

477 HOUSTON STREET • P. O. BOX 218 • GREEN COVE SPRINGS, FLORIDA 32043-0218

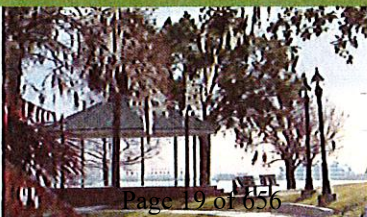
CLAY COUNTY OFFICE LOCATIONS

Green Cove Springs 477 Houston St.

Keystone Heights 115 NE Commercial Circle Heights, FL 32656

Orange Park 518 Kingsley Ave., Orange Park, FL 32073

Middleburg 2710 Blanding Boulevard #201, Middleburg, FL 32068



TAX COLLECTOR PHONES

Main Office 904.269.6320
Property Taxes 904.269.6329

HOURS

Mon., Tues., Thurs., Fri. 8:00AM - 5:00PM

Wed. 8:00AM - 5:00PM

Resolution No. 2024-2025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, ORDERING THE CLAY COUNTY VALUE ADJUSTMENT BOARD TO CERTIFY THE ASSESSMENT ROLLS FOR CLAY COUNTY, FLORIDA, PURSUANT TO SECTION 197.323, FLORIDA STATUTES.

WHEREAS, due to the requirement of Florida law that all counties utilize Special Magistrates to hear petitions filed before the Clay County Value Adjustment Board (the "VAB"), the VAB will not be able to act on all such petitions until after November 1, 2024, which is beyond the usual time for the issuance of tax notices by Clay County, Florida; and

WHEREAS, the Board of County Commissioners of Clay County, Florida, is empowered under Section 197.323, Florida Statutes, to direct the VAB to certify the assessment rolls as provided in Section 193.122, Florida Statutes, upon a majority vote of the Board of County Commissioners of Clay County, Florida, at the request of the Tax Collector of Clay County, Florida; and

WHEREAS, the Clay County Tax Collector has requested the Board of County Commissioners of Clay County, Florida, to order the assessment rolls extended pursuant to Section 197.323, Florida Statutes.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA:

Section 1. The Board of County Commissioners of Clay County, Florida, pursuant to Section 197.323, Florida Statutes, hereby orders the VAB to certify the 2024 assessment rolls of Clay County, Florida, as required by Section 193.122, Florida Statutes, and to forward such assessment rolls to the Property Appraiser for Clay County, Florida.

Section 2. A certified copy of this Resolution shall be immediately transmitted to the VAB for Clay County, Florida.

ADOPTED this ____ day of _____ 2024.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

BY: _____
James Renninger, Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk of the Board



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: DATE:

FROM:

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ATTACHMENTS:

Description	Type	Upload Date	File Name
Board of County Commissioners Meeting Minutes September 24, 2024	Backup Material	10/7/2024	Board_of_County_Commissioners_Meeting_Minutes_and_Attachments_September_24__2024.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	9/30/2024 - 11:14 AM	Item Pushed to Agenda



BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

September 24, 2024
Administration Building,
4th Floor, BCC Meeting Room,
477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Alexandra Compere, District 2, gave the Invocation.

PLEDGE

Retired USN AMCS Kelly James Gee II led the Pledge of Allegiance.

Chairman James Renninger said Senior Chief Petty Officer Kelly James Gee II served in the United States Navy for more than 21 years before his retirement in 2023. He worked as an Aviation Structural Mechanic and was stationed at locations including Tinker AFB (Oklahoma) -- Offutt AFB (Nebraska), and NAS Jacksonville (Florida). Senior Chief Gee is a decorated veteran holding three Navy Commendation Medals - The Army Achievement Medal and many others. He joined the military right after September 11 and learned during his service that everyone has a lesson to teach, and leadership has to be a verb. Senior Chief Gee is a Green Cove Springs resident and works as a Joint Deficiency Reporting System Site Representative at Cecil Field.

Senior Chief James thanked the Board for their support and the opportunity to lead the Pledge of Allegiance.

CALL TO ORDER

Chairman James Renninger called the meeting to order at 4:03 pm.

ROLL CALL

Present: Commissioner District 3 James Renninger, Chairman
Commissioner District 1 Mike Cella, Vice-Chairman
Commissioner District 2 Alexandra Compere
Commissioner District 4 Betsy Condon
Commissioner District 5 Dr. Kristen T. Burke

Absent: None

Staff Present: County Manager Howard Wanamaker

PET ADOPTIONS

Teresa Capo, Executive Assistant, presented a PowerPoint presentation of pets available for adoption -Trey (dog) - Buck (dog) - Jupiter (cat) - Nancy (cat). If you are interested in adopting a pet, contact clayadoptions@claycountygov.com or call (904) 269-6342. Ms. Capo stated that Clay County Animal Services also offers community rabies and microchip clinics every month from 3:00 pm to 5:00 pm on the first Thursday of every month. The "Kitten Crew" is always looking for fosters. If you are interested, please contact clayfosters@claycountygov.com. If you are interested in helping our furry friends but cannot take one home, please look at our Amazon wish list. (Amazon.com). We always need items for our foster kittens and shelter animals. See Attachment A.

SPECIAL STAFF RECOGNITION

Clay County Sheriff's Office Staff Recognition

CCSO Recognition can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024), beginning at 6:45 and ending at 9:55. Below is a summary of the discussion.

Sheriff Michelle Cook, CCSO, and Undersheriff Ron Lendvay addressed the Board to present awards to individuals who have served their communities for over forty years.

- Director Ricky Wright
- Deputy Ken Murray
- Retired Deputy Mark Cowan

Sheriff Cook commended them all and expressed gratitude for their years of service and dedication.

PROCLAMATIONS/RESOLUTIONS

1. National 4-H Week (October 7-12, 2024)

4-H Week Proclamation can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024), beginning at 10:01 and ending at 14:26 Below is a summary of the discussion and vote.

Chairman James Renninger said October 7-12, 2024 is recognized as national 4-H week and is America's largest youth development organization and is provided by the University of Florida IFAS Extension in partnership with Clay County.

Present for the Proclamation:

- Elaine Simfukwe - 4-H Agent - UF/IFAS Extension
- Dylan Collins - Senior 4-H/Clay High School
- Everleigh Cannarella - Fourth Grade/St. Johns Classical Academy

Vice-Chairman Mike Cella read the Proclamation for National 4-H Week .

Commissioner Betsy Condon made a motion for approval of the Proclamation, seconded by Commissioner Alexandra Compere, which carried 5-0.

Ms. Simfukwe thanked the Board for the Proclamation and their support.

2. National Recovery Month (September 2024)

Recovery Month Proclamation can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024), beginning at 14:28 and ending at 20:55. Below is a summary of the discussion and vote.

Chairman James Renninger said September is recovery month. A national observance is held every September to promote and support new evidence-based treatment and recovery practices - the nation's strong and proud recovery community and the dedication of service providers and communities who make recovery in all its forms possible.

Present for the Proclamation:

- Sarina Green - Opioid Prevention Coordinator/Clay County Department of Health
- Heather Huffman - Health Officer/Clay County Department of Health
- Debra Troupe - Clinical Manager - Substance Use Disorder
- Valerie Henry - Peer Support Specialist/Clay Behavioral Health Center
- Chief Jairo Herrera - Bureau Chief/Clay County Community Paramedicine
- Morgan Pinchin - Clay County Community Paramedicine
- Franchescka Kephart - Clay County Community Paramedicine
- Lieutenant Aaron Outman - Clay County Community Paramedicine
- Glenn East - Opioid Response Coordinator/Clay Behavioral Health
- Aymie Hellard - Administrative Assistant/Clay County Community Paramedicine

Commissioner Kristen Burke read the Proclamation for National Recovery Month - September 2024.

Vice-Chairman Mike Cella made a motion for approval of the Proclamation, seconded by Chairman James Renninger, which carried 5-0.

Chief Herrera spoke about the difficult path to recovery and the success of the CC Paramedicine program. Chief Herrera thanked the Board and staff for their support.

3. National Hereditary Cancer Week (September 29, 2024 – October 5, 2024)

Cancer Week Proclamation can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024,%202024), beginning at 21:02 and ending at 26:15. Below is a summary of the discussion and vote.

Chairman James Renninger said September 29 through October 5, 2024, is National Hereditary Cancer Week. It was established by Congress in 2010 as an important reminder of the impact that hereditary cancer has on families.

Present for the Proclamation:

- Stacy Jordan - Diagnostic Imaging Manager/HCA Florida - Orange Park Hospital
- Sadie Durham - Chief of Nursing and Chief Operating Officer/Ascension St Vincent's
- Alexandra Reinhardt - Community Impact Baptist Clay
- Dr. Neenad Shah - Radiation Oncologist for Baptist MD Anderson Clay

Commissioner Betsy Condon read the Proclamation for National Hereditary Cancer Week.

Commissioner Kristen Burke made a motion for approval for the Proclamation, seconded by Vice-Chairman Mike Cella, which carried 5-0.

Dr. Shah spoke about cancer's impact on everyone and the services offered for screening, testing, etc.

PRESENTATIONS

Employee Healthcare Update (T. Nagle)

Employee Healthcare Update can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024,%202024), beginning at 26:50 and ending at 39:11. Below is a summary of the discussion and vote.

Troy Nagle, Assistant County Manager, addressed the Board to provide details and information for the update regarding employee healthcare and request approval of the letter to be submitted. The letter is attached to the agenda for review.

Travis Cummings, Senior Vice-President/Benefits for the Bailey Group, addressed the Board to provide more details and an overview of the current issue regarding employee healthcare and discuss why he believes the letter should be submitted as requested.

There were questions and discussions regarding wellness committee meetings, memo (if necessary), critical care, issue in Naples and affiliation, and the need for negotiations to be completed.

Commissioner Betsy Condon made a motion for approval of the letter, seconded by Commission Alexandra Compere, which carried 5-0.

CONSTITUTIONAL OFFICERS

Constitutional Comments can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024,2024), beginning at 39:12 and ending at 41:56. Below is a summary of the discussion.

Chairman James Renninger recognized CCSO - Sheriff Michelle Cook, Clerk of Court and Comptroller - Tara S. Green, and CCUA Director - Jeremy Johnston and thanked them for their attendance.

Tara S. Green, Clerk of Court and Comptroller addressed the Board to provide an update regarding the Value Adjustment Board.

- Total of Petitions - 2023/733 - 2024/1,907
- Large amount of the petitions were manually inputted
- VAB Organizational Meeting will be held on October 3, 2024 at 3:00 pm

There were questions and discussions regarding petitioners, changes in the process for electronic filing vs mail-in, and the increase in petitions filed (160%).

APPROVAL OF MINUTES

4. Board of County Commissioners Meeting Minutes September 10, 2024.

Commissioner Betsy Condon made a motion for approval of the September 10, 2024, BCC Meeting Minutes, seconded by Commissioner Kristen Burke, which carried 5-0.

PUBLIC COMMENTS

Public Comments can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024,2024), beginning at 42:21 and ending at 56:23. Below is a summary of the discussion.

Chairman James Renninger opened the floor for public comment at 4:43 pm.

William Schulte, 4321 North Road, Green Cove Springs, Florida, addressed the Board to express his concerns regarding costs for hauling garbage, and the dumping of garbage in the past across from newly constructed road.

Felecia Hampshire, Former Mayor of Green Cove Springs, Florida, addressed the Board to discuss upcoming events and thanked Commissioner Burke for all she does for her district.

- 23rd Annual Soul Food and Music Festival - October 5, 2024 - Saturday - beginning with a parade starting at Noon.
- Middleburg Softball Game
- Request to change the name of the softball field

Steven Van Bluem, Cameron Oaks Place, Middleburg, Florida, addressed the Board to discuss concerns with flooding in the neighborhood and request for it to be evaluated.

Austin Nicklas, NEFBA - 6747 Southpoint Parkway, Jacksonville, Florida, addressed the Board to request a continuance of item 25 - FY2024/2025 Schedule of Fees and Services for six months.

Hearing no other comments, Chairman James Renninger closed public comment at 4:56 pm.

CONSENT AGENDA

5. Finance Business

The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1) FL Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.

6. Clay County Health Department Operation Agreement Year 2024-2025 (K. Smith)

Approval of Funding Agreement with the State of Florida Department of Health for the operation of the Clay County Health Department for the term of October 1, 2024 through September 30, 2025 in an amount not to exceed \$1,059,097.00 related to operational cost. This is the same amount as FY 23/24.

7. Nonprofit Funding Agreement with Quigley House, Inc. for FY 2024/2025 (G. Gunn)

Approval of the Nonprofit Funding Agreement for FY24/25 with Quigley House, Inc. in an amount not to exceed \$51,412.00, pending FY24/25 budget approval.

Funding Source:

General fund - Aid to Private Organizations

8. Approval of Multiple Franchise Agreements for Container Service (M. Towns)

Approval of new Franchise Agreements for Container Service for a term commencing October 1, 2024 and continuing through March 31, 2028:

- 1) Allsite Contracting, Inc.
- 2) Bee Hauling Services, Inc.
- 3) Duval Multi-Residential Services, Inc. dba Community Disposal Services
- 4) Freedom Waste Management, LLC
- 5) United Site Services of Florida, LLC
- 6) Waste Management Inc. of Florida
- 7) Waste Pro of Florida, Inc.

Fees Deposited in Fund:

Solid Waste Fund-Environmental Service-Franchise Fee - Solid Waste

9. Addendum No. 44 to the Technical Consulting Services Agreement for Landfill Permit Services with Jones Edmunds & Associates, Inc. (J. Wilkes)

Approval of Addendum No. 44 to Agreement No. 1992/1993-171 with Jones Edmunds & Associates, Inc. for Rosemary Hill landfill permit compliance services during FY 24/25, in the maximum amount of \$187,000.00.

Funding Source:

Solid Waste - Environmental Services - Engineering Arch & Appraisal

10. Eleventh Amendment to Owner's Representative Services Agreement for the Bonded Transportation Program with WGI, Inc. (E. Dendor)

Approval of the Eleventh Amendment to Agreement No. 2019/2020-196 for Owner's Representative Services for the Bonded Transportation Program with WGI, Inc. adding an additional subcontractor under the agreement and adjusting the Cost Reimbursement Services rates based on the average annual percentage change in the Consumer Price Index.

Funding Source:

2020 Bond Construction Fund - Sandridge-Henley-CR209 - Infrastructure
Project 4 CEI Services

11. Second Renewal and Modification to Agreement with the University of Florida Board of Trustees Re: UF/IFAS Extension Program Assistants (A. Wallau)

Approval of the Second Renewal and Modification to Agreement No. 2019/2020-204 with the University of Florida Board of Trustees which provides for the salary and benefits for three UF/IFAS Extension

Program Assistants in the total amount of \$144,097.48 annually. Term of the Agreement is 10/1/2024 - 9/30/2025.

Funding Source:

General Fund-Agricultural Agent-Professional Services

12. Approval of Memorandum of Agreement between Clay County and Bradford County regarding usage of Clay County Gun Range (C. Grimm)

13. Ninth Renewal of Interlocal Agreement with St. Johns River State College Re: Operational Funding for the SJRSC Performing Arts Complex (K. Morgan)

Approval of Ninth Renewal to Agreement No. 98/99-80, Amended and Restated Interlocal Agreement for Disbursement of Operational Funding at the St. Johns River State College (SJRSC) Performing Arts Complex with the District Board of Trustees, in the amount of \$125,000 for each fiscal year. The term of this Renewal is October 1, 2024 through September 30, 2026. Approval is contingent upon approval of the budget for each fiscal year.

Funding Source:

Tourism (1st 2nd and 3rd Cent) Fund - Tourism (1st 2nd and 3rd Cent) - Thrasher-Horne Center-Arts

14. 2025 Clay County Open TDC Grant Request (K. Morgan)

TDC unanimously (6-0 vote) recommends 2025 Clay County Open - February 5-7, 2025 at Eagle Harbor Golf Club.
\$14,000 Sports Marketing Grant.
(K. Morgan)

15. Town of Orange Park Fall Festival TDC Grant Request (K. Morgan)

TDC unanimously (6-0 vote) recommends Town of Orange Park Fall Festival - October 19 & 20, 2024 at Orange Park Town Hall.
Requesting \$15,000 Event Marketing Grant.
(K. Morgan).

16. Bartram Trail Society Clay County Trail Funding (K. Morgan)

The Bartram Trail Society of Florida is working with Clay County Tourism, Parks & Recreation, Preservation Board, and Archives to create the itinerary/trail, marketing materials and marketing tools for Clay County's portion of the Bartram Trail. They have included quotes for website work, signage, brochure development, and more to stay within

the brand of the Bartram Society of Florida.

<https://bartramtrailsociety.com/>

TDC unanimously (6-0 vote) recommends up to \$45,000 with a budget carry forward of \$35,000 from FY23-24 Product Development.

Funding Source: FD1009 - CC1164 - Product Development 580100

17. Transfer from Reserves - Universal Collections Fund Contingency (R.Kantor)

Approval of budget transfer from Universal Collections Fund Reserve - Contingency in the amount of \$516,252 for purchase of additional garbage cans needed for the County's new curbside collection service.

Funding Source: Universal Collection Fund / All Reserve Roll Up / Reserve - Contingency

18. Approval of a Resolution of the Board of County Commissioners Granting "Area of Operation" Authority to the Housing Finance Authority of Hillsborough County, Florida, to Operate its Single Family Mortgage Revenue Bond Program (including issuing Mortgage Credit Certificates) within Clay County (T. Sumner)

19. County Insurance Premium for Property and Casualty Renewal (B. DiMaio)

Approval of Insurance Coverage Recommendations from the County's Agent of Record.

20. Approval of Statutory Deed by Clay County to Frederic Depuydt, as Trustee of the 000 MS Land Trust dated September 1, 2024, for Parcel Id: 38-06-26-017881-000-00, and authorization for County Manager to execute all documents necessary to close the transaction (C. Risinger/C. Grimm)

Staff requests approval of the sale to the adjacent property owner for \$3,000 and execution of the Statutory Warranty Deed. Further, approval of the County Manager to execute any closing documents necessary for the transaction.

21. Approval of Type III Development Agreement Between Fleming Industrial Park, LLC and Clay County, Florida, for Parcel Nos. 02-05-25-008874-000-00 and 02-05-25-008871-003-00 and associated Access Easement Agreement between Fleming Industrial Park, LLC and Clay County for Parcel No. 02-05-25-008871-000-00 (C. Grimm)

Consent Agenda can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024), beginning at 56:24 and ending

at 1:04:37. Below is a summary of the discussion and vote.

Commissioner Kristen Burke requested to pull item 18, and Chairman James Renninger requested to pull item 21 for discussion.

Commissioner Kristen Burke made a motion for approval of the Consent Agenda except items 18 and 21, seconded by Vice-Chairman Mike Cella, which carried 5-0.

Commissioner Burke requested Theresa Sumner, SHIP Coordinator, to provide details and touch on the positivity of the request for the approval of the Resolution of the BCC granting "Area Operation" authority to the Housing Finance Authority of Hillsborough County, Florida.

Questions and discussions were had regarding the process starting in January for first-time homebuyers, contact information for the SHIP Office - (904) 278-4700, and how the program helps constituents in Clay County.

Commissioner Betsy Condon made a motion for approval of item 18, seconded by Commissioner Kristen Burke, which carried 5-0.

Chairman James Renninger asked County Attorney Courtney Grimm to explain item 21 - request for approval of Type III Development Agreement Between Fleming Industrial Park, LLC and Clay County, Florida, for Parcel Numbers 02-05-25- 008874-000-00 and 02-05-25-008871-003-00 and associated Access Easement Agreement between Fleming Industrial Park, LLC, and Clay County for Parcel Number 02-05-25-008871-000-00.

There were comments and discussions regarding how this agreement will help improve the parking lot and address safety issues.

Chairman James Renninger made a motion for approval of item 21, seconded by Vice-Chairman Mike Cella, which carried 5-0.

DISCUSSION/UPDATES

22. FCC Audit Update (H. Boucher)

FCC Audit update can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024,2024), beginning at 1:15:56 and ending at 1:27:27. Below is a summary of the discussion.

Heather Boucher, Commission Auditor, presented a PowerPoint presentation for the FCC Transition Plan audit update regarding fieldwork with issues noted and findings. See Attachment B.

There were questions and discussions regarding the navigation software - track ease (third eye).

23. FCC Transition Plan Update (M. Dahlstrom/M. Towns)

FCC Transition update can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024), beginning at 1:27:32 and ending at 1:39:50. Below is a summary of the discussion.

Charles Merkley, Vice-President/FCC Environmental Services, and Mitch Dahlstrom, Regional Director, presented a PowerPoint presentation to provide information and details regarding the FCC Transition. See Attachment C.

Topics Discussed:

- Communications
- People/Staffing
- Trucks/Equipment

There were questions, discussions, and clarifications regarding the service map, changes for pick-up days/routes in District 4, FCC service vehicle, location for service and fueling, contingency plan if equipment does not arrive on time, purpose for purchasing tags, size for bagged/tagged trash (40Lbs), service in Clay County vs. St. Johns, and pick-up days/vehicles for trash and yard waste.

OLD BUSINESS

24. Grant Application with the U.S. Environmental Protection Agency Community Change Grant Program (M. Covey)

Grant Application discussion can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024), beginning at 1:39:54 and ending at 1:47:45. Below is a summary of the discussion and vote.

Megan Covey, Grants Manager, addressed the Board to provide details and information regarding the grant application - Community Change Grant Program with the US Environmental Protection Agency. The recommendation from stakeholders in High Ridge is to submit one - \$20M application focused on dirt road paving.

There were questions and discussions regarding costs for paving the roads, details for road improvements, the focus of the grant program, rates/costs in the past, inflation, water inclusion, additional costs, water issues, and other programs/assurances available for well/septic.

Commissioner Betsy Condon made a motion for approval, seconded by Vice-Chairman Mike Cella, which carried 5-0.

25. FY 2024/2025 Schedule of Fees and Services (D.Sileo)

Approval of Resolution to adopt the FY 2024/2025 Schedule of Fees and Services for the Clay County Board of Commissioners. Resolution is effective October 1, 2024.

Fee Schedule and Services can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024,%202024), beginning at 1:47:45 and ending at 2:10:15. Below is a summary of the discussion and vote.

Debbie Sileo addressed the Board to provide details and information for the FY2024/2025 Schedule of Fees and Services and the request for approval to adopt the Resolution effective October 1, 2024.

There were comments, questions, and discussions regarding requests to delay implementation, building fees, clarification of the parks and rec fees, fees contemplated in the budget, and the impact if the item is delayed.

Commissioner Alexandra Compere made a motion to adopt the fees with the exception carved out by Ms. Sileo. There were more conversations, questions, and clarifications regarding the changes in the fee schedule overall, delaying a portion of the fees, moving forward with other fees, changes in the parks and recs fees schedule, clarifying the changes/updates to building fees, implementation of fees and fees charged by private providers.

Following all discussions, Commissioner Alexandra Compere withdrew her previous motion for clarification and made a motion to implement the fee schedule as presented with the exception for the building department, delay it to January 1, 2024, and move forward with the statutory requirements. There was a discussion to clarify the motion, which Vice-Chairman Mike Cella seconded. The motion carried 5-0.

TIME CERTAIN - 5:00 p.m. or as soon thereafter as can be heard.

26. Public Hearing on the adoption of an Ordinance amending Ordinance No. 2024-21, which established the Governors Park South Community Development District, in order to amend the contract the boundaries of the Governors Park South Community Development District (C. Grimm)

Public Hearing for item 26 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024,%202024), beginning at 1:10:02 and ending at 1:12:36. Below is a summary of the discussion and vote.

Mike Eckert, Kutak Rock, and Counsel for the Governors Park South CDD, 107 West College Avenue, Tallahassee, Florida, addressed the Board to provide details and information regarding the public hearing to adopt an Ordinance amending Ordinance Number 2024-21, which established the Governors Park South Community

Development District.

There were questions and discussions regarding future occupancy for the industrial parcel.

Chairman James Renninger opened the floor for the public hearing at 5:12 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 5:12 pm.

Vice-Chairman Mike Cella made a motion for approval, seconded by Commissioner Kristen Burke, which carried 5-0.

27. 5:05 p.m. or as soon thereafter as can be heard - Second and Final Public Hearing - Adoption of Final Millage and Budget for FY24/25

Public Hearing for item 27 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024,%202024), beginning at 1:04:50 and ending at 1:09:55. Below is a summary of the discussion and vote.

Howard Wanamaker, County Manager, addressed the Board to provide an overview and details for the second and final public hearing for the adoption of the final millage rate and budget for FY24/25 and to define the TRIM process.

- The Fiscal Year 2024-2025 aggregate operating millage rate is 8.3766 mills which is more than the current year aggregate rolled-back rate of 7.8790 mills by 6.32%.
- The operating millage rates are broken down as follows:
 - County Services - 5.5471 mills
 - Unincorporated Services MSTU Fund - 0.1477 mills
 - Law Enforcement MSTU-4 Fund - 2.4014 mills
 - Fire Control MSTU-8 Fund - 0.5048 mills
 - Lake Asbury MSBD - 0.0000 mills
 - Challenger Center MSTU - 3.0000 mills

The Board of County Commissioners must approve two Resolutions:

- 1. Resolution adopting the final millage rates for FY2024/2025 for CCBocC
- 2. Resolution adopting the final budgets for CCBocC and LA MSBD for FY2024/2025

Chairman James Renninger opened the floor for the public hearing at 5:07 pm.

There were no public comment.

Vice-Chairman Mike Cella made a motion for approval of the millage rate, seconded by Commissioner Betsy Condon.

Tara S. Green, Clerk of Court and Comptroller, took the roll call vote:

FY2024/2025 Final Millage:

- Chairman James Renninger - Yes
- Commissioner Betsy Condon - Yes
- Vice-Chairman Mike Cella - Yes
- Commissioner Alexandra Compere - Yes
- Commissioner Kristen Burke - Yes

The Resolution for the final millage rate passes - 5-0.

Commissioner Betsy Condon made a motion for approval of the FY2024/2025 budget, seconded by Vice-Chairman Mike Cella.

Tara S. Green, Clerk of Court and Comptroller, took the roll call vote:

FY2024/2025 Budget:

- Chairman James Renninger - Yes
- Commissioner Betsy Condon - Yes
- Vice-Chairman Mike Cella - Yes
- Commissioner Alexandra Compere - Yes
- Commissioner Kristen Burke - Yes

The Resolution for the budget passes - 5-0.

Hearing no other comments, Chairman James Renninger closed the public hearing at 5:09 pm.

28. Final Public Hearing to Consider ZON 24-0020, LDC Text Change for Rural Event Venues. (M. Brown)

Land Development Code Change to add a new Conditional Use of Rural Event Venue.

Staff requests a continuance to October 8th Board meeting.

Public Hearing for item 28 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024,%202024), beginning at 1:12:38 and ending at 1:13:46. Below is a summary of the discussion and vote.

Mike Brown, Zoning Chief, addressed the Board to request a continuance to the October 8, 2024, BCC meeting for ZON-24-0020, Land Development Code Change, to add a new Conditional Use of Rural Event Venue.

Chairman James Renninger opened the floor for the public hearing at 5:13 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 5:13

pm.

Vice-Chairman Mike Cella made a motion for approval of a continuance to the October 8, 2024, BCC meeting, seconded by Commissioner Alexandra Compere, which carried 5-0.

29. Public Hearing on the Approval of Grant Applications and Resolution with the Florida Department of Agriculture and Consumer Services Education and Promotion Facility Grant Program (M. Covey)

Approval to submit grant applications for Clay County Fairgrounds projects, including Cattlemen's Kitchen Event Center, Livestock Pavilion Phase II, Exhibit Hall #1, and Exhibit Halls #2A and 3.

Approval of accompanying Resolution certifying that improvements related to these projects will serve a public purpose pursuant to Section 288.1175, Florida Statutes.

Public Hearing for item 29 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024,2024), beginning at 1:13:48 and ending at 1:15:52. Below is a summary of the discussion and vote.

Megan Covey, Grants Manager, addressed the Board to provide an overview and details for the public hearing regarding the request for approval of the grant applications and Resolution with the Florida Department of Agriculture and Consumer Services Education and Promotion Facility Grant Program.

Chairman James Renninger opened the floor for the public hearing at 5:15 pm.

Hearing no comments, Chairman James Renninger closed the public hearing at 5:15 pm.

There were questions and discussions regarding air conditioning included in the improvements and match provision.

Commissioner Betsy Condon made a motion for approval, seconded by Vice-Chairman Mike Cella, which carried 5-0.

LETTERS FOR ACTION

30. Discussion of Appointments to the Clay County Utility Authority (CCUA) Board

The following application was received for re-appointment:

- Michael "Chris" McNeas (Seat 5)

Applications were received from the following individuals to fill seats 6

and 7:

- Barry Allred
- Michael Bourre
- David McCall
- Rian Ross

CCUA Appointment discussion can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024,%202024), beginning at 2:10:50 and ending at 2:15:54. Below is a summary of the discussion and vote.

Chairman James Renninger opened the floor to discuss appointments to the CCUA Board and applicants who have submitted for reappointment and to fill seats 6 and 7, as mentioned above.

There were comments and discussions regarding qualifications of each of the applicants.

Following all discussion, Vice-Chairman Mike Cella made a motion to re-appoint Mr. McNees (seat 5), seconded by Commissioner Betsy Condon, which carried 5-0.

Vice-Chairman Mike Cella made a motion to nominate Mr. Bourré and Mr. McCall, seconded by Commissioner Betsy Condon, which carried 5-0.

31. Letter of Support for the Town of Orange Park's application for the USDOT Reconnecting Communities Grant.

Letter of Support discussion can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024,%202024), beginning at 2:15:55 and ending at 2:16:59. Below is a summary of the discussion and vote.

Chairman James Renninger provided information and details regarding the request for a letter of support for the Town of Orange Park - US DOT Reconnecting Communities Grant application.

Vice-Chairman Mike Cella made a motion for approval of the letter, seconded by Commissioner Alexandra Compere, which carried 5-0.

LETTERS OF DOCUMENTATION

32. Bid Opening Tabulations (K. Smith)

Bid Opening Tabulation for September 13, 2024:

A. RFB No. 23/24-115, Pond Treatment Spraying Services

33. Tourist Development Council Meeting Minutes July 17, 2024
TDC meeting minutes from July 17, 2024.

Chairman James Renninger acknowledged the Letters of Documentation.

PUBLIC COMMENTS

Public Comments can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024,%202024), beginning at and ending at . Below is a summary of the discussion.

Chairman James Renninger opened the floor for public comment at 6:17 pm.

Jeff Murphy, 1168 Orchard Oriole Place, Middleburg, Florida, addressed the Board to express his concerns regarding privacy issues due to the "third eye" camera on the new garbage trucks.

Hearing no other comments, Chairman James Renninger closed public comment at 6:19 pm.

COMMISSION AUDITOR

Heather Boucher, Commission Auditor, had no comments.

COUNTY ATTORNEY

County Attorney comments can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024,%202024), beginning at 2:19:36 and ending at 2:20:11. Below is a summary of the discussion.

Courtney Grimm, County Attorney, noted the Fleming Island CAC application process has been open and are in need of applicants. There are items that have been filed to go before them but the is not a sufficient committee.

COUNTY MANAGER

County Manager comments can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024,%202024), beginning at 2:20:12 and ending at 2:37:10. Below is a summary of the discussion.

Howard Wanamaker, County Manager, requested to yield his time to Director of Emergency Management - Tim Devin to provide an update regarding Hurricane Helene and suggested that citizens not take the storm lightly.

Tim Devin, Director of Emergency Management, presented a PowerPoint presentation regarding an update on the track/potential path and the possible impact of Hurricane Helene. See Attachment D. Local State of Emergency was put into place.

Shelters:

- Orange Park High School
- Lake Asbury Junior High School - Special Needs shelter
- Clay High School
- Keystone Heights Elementary
- Wilkinson Elementary High School

Closures:

- Board of County Commissioners Offices and Facilities - Clay County Tax Collector - Closes Wednesday at 12:00 pm and remained closed Thursday and Friday.
- Clay County Schools closed Thursday and Friday
- Clay County Clerk of Court and Comptroller - Courthouse - Closed Thursday and will evaluate closure will Friday

There were questions and discussions regarding sandbag location - Clay County Fair Grounds, pet-friendly shelters - Keystone Heights Elementary School and Orange Park High School, the importance of when citizens should evacuate mobile homes, RVs, metal buildings, sheds, boats, and trash pick-up.

County Manager Wanamaker spoke about the budget and thanked all the departments and staff for their hard work. County Manager Wanamaker also discussed the contingency plan for trash pick up and garbage can delivery.

COMMISSIONERS' COMMENTS

Commissioner Comments can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 24, 2024](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2024), beginning at 2:37:12 and ending at 3:02:53. Below is a summary of the discussion.

Commissioner Kristen Burke spoke about the community meeting held last Thursday regarding the closure of 220 and Henley and the impacts the closure will have. Commissioner Burke thanked all involved and those who attended the meeting. Commissioner Burke mentioned attending the Walnut Street opening on Saturday.

Vice-Chairman Mike Cella thanked staff for their hard work and ensuring the EOC was staffed while assessing the hurricane and keeping the citizens updated. Vice-Chairman Cella touched on the College Drive Initiative planning and charrettes open to anyone in the public or stakeholder - October 7, 2024, and November 7, 2024, at the Thrasher-Horne Center starting at 6:00 pm. Please visit claycountygov.com to complete a survey if you can not attend. Vice-Chairman Cella spoke about the Impact Clay Train at Grove

Park Elementary School on Saturday, served 203 residents, and mentioned services provided during the event. The Impact Clay Train will be at Keystone High School on October 19, 2024, from 11:00 am to 1:00 pm.

Commissioner Betsy Condon spoke about attending the celebration at First Baptist Church of Middleburg - 125 Years and thanked those who attended, including CCSO Sheriff Michelle Cook and Congressman Aaron Bean. Commissioner Condon mentioned the request to have signage and name a field at Hunter Douglas Park in Middleburg to recognize two teams that played there over 50 years ago. There will be a commemorative game held on November 10, 2024. County Manager Wanamaker spoke about the process to move forward with the request. The Board agreed to move forward as discussed.

Commissioner Condon discussed the plan for the Cross Country Trail at the Regional Sports Park and the recommendation for moving forward, and also shared information about meeting Mr. Terry Parks from Leon County and talked about how the track was built and funded in Leon County. Commissioner Condon also spoke about the need for lighting at the Twin Lakes pickleball. Commissioner Condon mentioned being on vacation with her husband, thanked those who covered for her, and thanked everyone for their patience as she works on responding to the emails, texts, and phone calls.

Commissioner Alexandra Compere commended all the staff on their hard work during the budget process. Commissioner Compere spoke about the steps taken by the county to help address and prevent things that have happened in neighboring counties regarding the garbage transition. Commissioner Compere talked about attending the First Baptist Church celebration. Commissioner Compere spoke about the impact of moving forward with the Oakleaf Library and how it will meet the community's needs and thanked the State Delegation - Senator Bradley, Sam Garrison and the Commission for all their hard work.

Chairman James Renninger mentioned that Touch-A-Truck will be rescheduled due to weather. Chairman Renninger touched on standing in at the Transportation Disadvantage Program meeting and reported that the Annual Operation Report was rejected due to errors and will come back before the board. Chairman Renninger spoke about the turnout at the community meeting for the closure at 220 and Henley and attending the Community Block Grant Meeting. Chairman Renninger talked about having a "deep bench" with Senator Bradley, Sam Garrison, Congressman Aaron Bean, and Travis Cummings and spoke about the depth of the work staff went into to prepare the budget as well as the Commission. Commissioner Renninger spoke about the impact of receiving a Safer Grant that will fund eighteen firefighters for three years.

County Manager Wanamaker mentioned attending the recruit graduation for 26 Fire Fighters. Fourteen out of the 26 were part of the new concept to get high schoolers in the program right out of school, train them, and get them to graduate. Ms. Morgan and Mr. Devin are proud parents of two of the graduates.

Commissioner Betsy Condon spoke about the Community Block Development Grant meeting and said there have been over 400 applications after that meeting.

Hearing no further business, Chairman James Renninger adjourned the meeting at 7:03 pm.

Attest:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk of the Board

Chairman or Vice-Chairman

Attachment
“A”
Pet Adoptions



Trey

ANIMAL ID: A0056235311

SEX: Neutered Male; Heartworm Negative

BREED: Mixed Breed, 1 year old; 47 pounds

LOCATION: CCACC Main Shelter in Green Cove Springs

ABOUT: Meet Trey! This smart and loyal boy is house-trained and will let you know when he needs to go out by nudging your hand or barking at the door. Trey is crate-trained, enjoys having a tough chew bone to keep him busy, and loves watching TV while you're away. He knows a variety of commands and is great during bath time. Trey gets nervous during thunderstorms and might counter-surf for snacks, so he'll need a bit of supervision during stormy weather. He's looking for a home without cats but he gets along well with female pups. Trey's ready for a fresh start—could your home be the one?



claycountygov.com/adopt



Buck

ANIMAL ID: A0056530145

SEX: Neutered Male; HW Negative

BREED: Mixed Breed, 1 year old 43 pounds

LOCATION: CCACC Main Shelter in Green Cove Springs

ABOUT: Meet Buck! This goofy, blue-and-brown-eyed pup is all about fun. He loves playing keep-away with his toys and is a toy fanatic! While he's engaging and loves attention, Buck also enjoys his independent time. He's shown promise with other dogs through fences and his kennel buddy, but could use some basic manners training to refine his skills. If you're looking for a playful, quirky companion, Buck's your guy!



claycountygov.com/adopt

Jupiter

ANIMAL ID: A0056658257

SEX: Neutered Male

BREED: Domestic Short Haired, 1 year old

LOCATION: CCACC Main Shelter in Green Cove Springs

ABOUT: Meet Jupiter! This charming male cat is the total package—family-friendly, active, and always ready to put on a show. Jupiter’s clownish antics will keep you entertained, whether he's chasing toys or playfully demanding attention. He’s talkative, loves a good snuggle session, and is the perfect lap cat. Friendly to visitors and fiercely affectionate, he also enjoys his independence, making him a great all-around companion. Looking for a playful, talkative buddy? Jupiter is your guy!



claycountygov.com/adopt



Nancy

ANIMAL ID: A0055895879

SEX: Spayed female

BREED: Domestic Short Hair, 3 years old

LOCATION: CCACC Main Shelter in Green Cove Springs

ABOUT: Meet Nancy, a gentle soul who enjoys the quiet life. This shy sweetheart loves spending her days lounging in cozy spots, watching the world go by from a sunny window. Nancy's ideal home is one where she can take her time to relax, indulge in peaceful naps, and feel safe. If you have a serene, calm environment and are looking for a companion who appreciates the art of relaxation, Nancy may just be the perfect fit.



claycountygov.com/adopt



We are still in need of foster parents for dogs, cats and kittens. Please consider opening your home temporarily.

If interested please contact
clayfosters@claycountygov.com

**Pictured. Snoopy A0056916606*

claycountygov.com/adopt



If you are interested in helping our furry friends but can't bring one home, please take a look at our Amazon wish list. We are always in need of items for our foster kittens and our shelter animals.

[Amazon.com](https://www.amazon.com)

claycountygov.com/adopt

Attachment
“B”
FCC Transition
Update



FCC Transition Plan

Audit

Timeline

Planning

Start: 8/14/2024
End: 8/21/2024

Fieldwork

Start: 8/21/2024
End: 10/15/2024

Reporting

Start: 10/8/2024
End: 10/29/2024

Planning

- Identified 25 requirements outlined in the Transition Plan
- Developed testing steps for each of the 25 requirements
- Provided Environmental Services staff with request list

Fieldwork

- **Completed Inquiries for all requirements**
- **Attend meetings with FCC and staff**
- **Review testing support**
- **12/25 requirements have been tested**
- **3 Issues Noted**

Reporting

- Results of Fieldwork will be communicated with Environmental Services staff and FCC
- Formal Audit Report will be developed

Fieldwork

- **12 of 25 Requirements have been tested**
- **FCC has established an office in Clay County**
 - **CM, ACM, and team have been on a tour of the facility**
- **FCC has demonstrated the 3rd eye and TracEZ systems**
 - **Training included Environmental Services team, IT, and Communications**
- **Overflow stickers are being sold at all 5 Clay County Libraries and will be sold at Rosemary Hill**

Finding 1

Requirement

By 9/2/2024 or approximately 30 days before the Commencement Date, FCC shall provide the County Director with a written Safety Plan pursuant to the contract.

Issue Noted

The Safety Plan was provided to Clay County Environmental Service Management on 9/12/2024, 10 days after due date noted in the Transition Plan. As such, an exception is noted with the compliance to the Transition Plan.

Action Requested: Safety Plan was provided prior to Commencement date, no additional action is requested from FCC Environmental Services.

FCC Response

Mitch Dahlstrom, Regional Vice President - FCC Environmental Services:

As discussed in our August 29th meeting, there was a delay in submitting the Safety Plan due to limited access to our new site at 815 Corporate Square, Green Cove Springs, FL 32043. While we closed on the property, access was delayed until the previous owner completed their move. Our Safety Team was able to access the site on September 3rd and conducted the site survey. We committed to submitting the Safety Plan during the week of September 8th, which we did as agreed.

The change in location from our original site caused delays in access and availability, but the new location is better suited for our operations, making the delay necessary.

Finding 2

Requirement

By 3/1/2024 or approximately 7 months from the Commencement Date (10/1/2024), FCC will provide the County with documentation that all necessary collection vehicles and containers have been ordered.

Issue Noted

Per inspection of orders placed by FCC to various manufacturers, 31 pieces of equipment were ordered after 3/1/2024. 11 of the 31 pieces of equipment have been delivered.

Action Requested: All equipment has been ordered prior to Commencement date, no additional action is requested from FCC Environmental Services.

FCC Response

Doug Philp, Operations Performance Manager – FCC Environmental Services

FCC's procurement team initially ordered truck chassis from Mack Trucks before 3/1/2024. However, due to a labor strike, it became clear these units would be delayed. We contacted other manufacturers and moved the order to Battle Motors, who could deliver before the 10/1/2024 start date. Battle Motors committed to delivering 18 truck chassis to be outfitted with EZ-Pack bodies for the ASL units. Two stake-body trucks (for cart delivery and bulk service) and one fleet service truck remained on order with Mack Trucks on 3/14/2024 and 5/2/2024.

Additionally, nine rear-load trucks (REL) were ordered from Freightliner on 3/5/2024 to avoid further issues with Mack. A smaller REL (ParKan) was ordered on 6/17/2024, intended to replace a spare unit intended to be transferred to Clay County. All nine RELs and the ParKan have been delivered to the Clay County site.

Finding 3

Requirement

Vehicles will be registered, licensed, tagged, equipped, and prepared to perform before 9/16/2024.

Issue Noted

As of 9/16/2024, 23 of the 48 vehicles purchased to service Clay County had been delivered to FCC facility.

Action Requested: Clay County requests FCC Environmental Services Management provide a written plan to ensure delivery of vehicles and contingency plan for replacement vehicles if remaining equipment is delayed further.

FCC Response

Doug Philp, Operations Performance Manager – FCC Environmental Services

All equipment, except four stake-body trucks and one fleet service truck, is scheduled for delivery before the 10/1/2024 commencement. We will have three additional stake-body trucks and one rental fleet service truck available on-site. Additionally, vendor technicians will be present and mobile during the initial weeks of the contract to provide support.

If any of the remaining trucks are not delivered on time, we will implement our contingency plan. This includes using rental trucks we currently have in Florida and spare trucks from other Florida sites. Two of the 18 ASL trucks have been delivered. The remaining 16 ASL trucks are scheduled for delivery by 9/29/2024, per EZ-Pack. In the meantime, we have planned for three rental ASL trucks to be transferred to the Clay County site to ensure uninterrupted operations. We plan to move additional resources to the Clay County site if it appears more than three are needed, which we are not currently anticipating.

Questions?

Attachment
“C”
FCC Transition
Update
FCC Staff



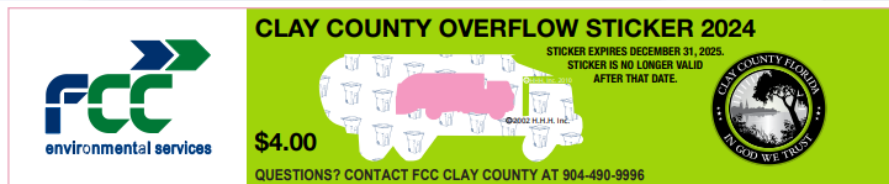
environmental services

Clay County Update 09-20-2024

Communications



Informational mailer sent to all Clay County residents – 09/18/2026



Clay County Overflow Sticker

- 100,000 delivered to Clay County
- Stickers will be available for purchase at Hagan Ace Hardware and Clay County Libraries
- FCC is securing more private businesses to stock stickers for convenience of Clay County residents



People

As of Friday 9/20/2024 - Clay County Staffing			
POSITION	Employees	Onboard	Open
GENERAL MANAGER	1	1	0
OPERATIONS MANAGER	1	1	0
FLEET MANAGER	1	1	0
ROUTE MANAGER	2	2	0
REL	16	18	0
ASL	15	15	0
SWING	2	2	0
HELPERS	16	17	0
CART NON CDL	4	2	2
TECHNICIAN	5	3	2
DISPATCHER	6	4	2
TOTAL	69	66	6



Trucks

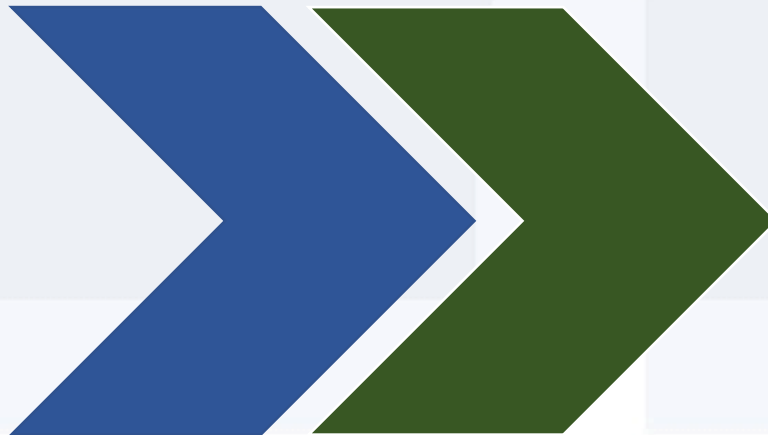
Delivered as of 09/19/2024

- 3 Automated Sideloaders (ASL)
- 9 4x4 Small Rearload (SREL)
- 9 Rearload (REL)
- 1 ParKan truck
- 2 Route Manager pick-up trucks

- Total of 24 trucks delivered

ETA of remainder as of 09/19/2024

- 3 REL on or before 09/20/2024
- 16 ASL on or before 09/29/2024
- 4 Stake Body on or before 10/23/2024
- 1 Fleet Service Truck on or before 10/20/2024



Trucks (cont.)

Contingency Plan for equipment

All equipment, except four stake-body trucks and one fleet service truck, is scheduled for delivery before the 10/01/2024 commencement. Three additional stake body trucks and one rental fleet service truck will be available on-site. Additionally, vendor technicians will be present and mobile during the initial weeks of the contract.

We have planned for three rental ASL trucks and three REL trucks to be transferred to the Clay County site to ensure uninterrupted service. In the event any of the remaining trucks with ETAs prior to commencement do not arrive, FCC will transfer additional rental trucks currently in Florida and utilize spare trucks from other Florida sites.

Thank you!

We look forward to serving the residents of Clay County!

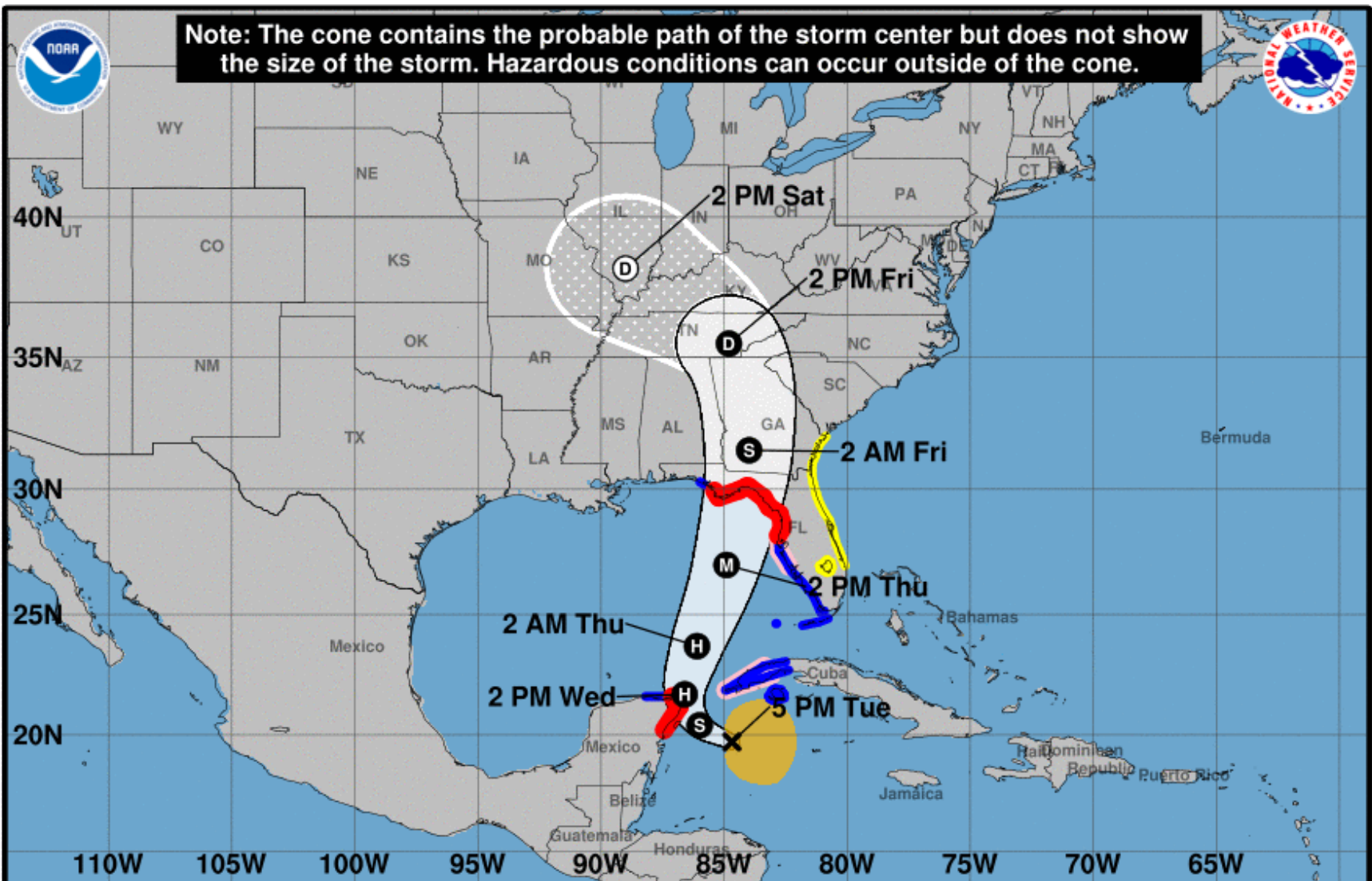
Attachment
“D”
Weather Update
Hurricane/Storm

Tropical Storm Helene

*September 24, 2024
1700 Update*



Note: The cone contains the probable path of the storm center but does not show the size of the storm. Hazardous conditions can occur outside of the cone.



Tropical Storm Helene
 Tuesday September 24, 2024
 5 PM EDT Advisory 6
 NWS National Hurricane Center

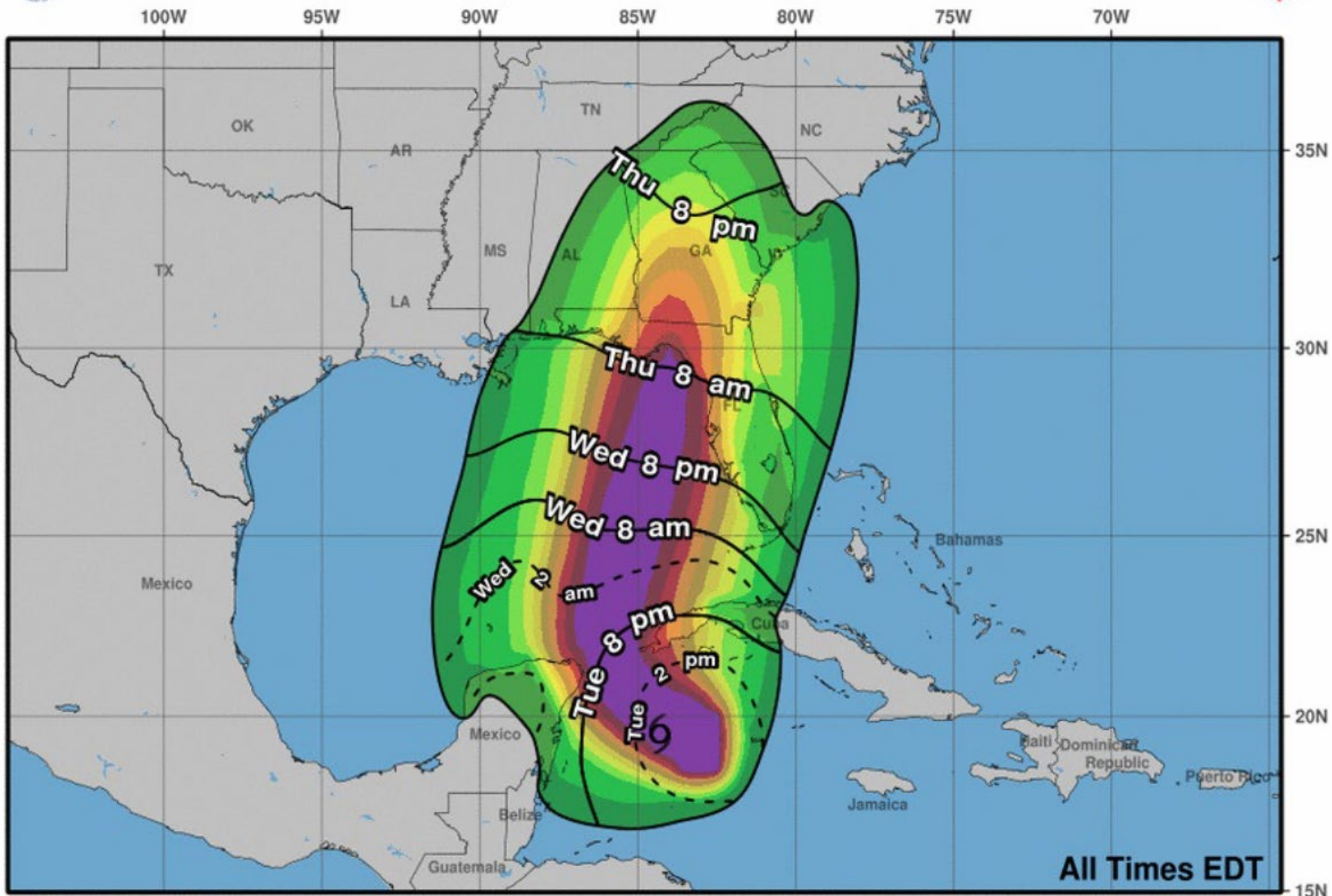
Current information: x
 Center location 19.7 N 84.7 W
 Maximum sustained wind 50 mph
 Movement WNW at 12 mph

Forecast positions:
 ● Tropical Cyclone ○ Post/Potential TC
 Sustained winds: D < 39 mph
 S 39-73 mph H 74-110 mph M > 110 mph

Potential track area: Day 1-3 (white outline), Day 4-5 (dotted outline)
Watches: Hurricane (pink), Trop Stm (yellow)
Warnings: Hurricane (red), Trop Stm (blue)
Current wind field estimate: Hurricane (brown), Trop Stm (orange)



Earliest Reasonable Arrival Time of Tropical-Storm-Force Winds



Tropical Storm Helene
Tue. Sep. 24, 2024 11 am EDT
Advisory 5

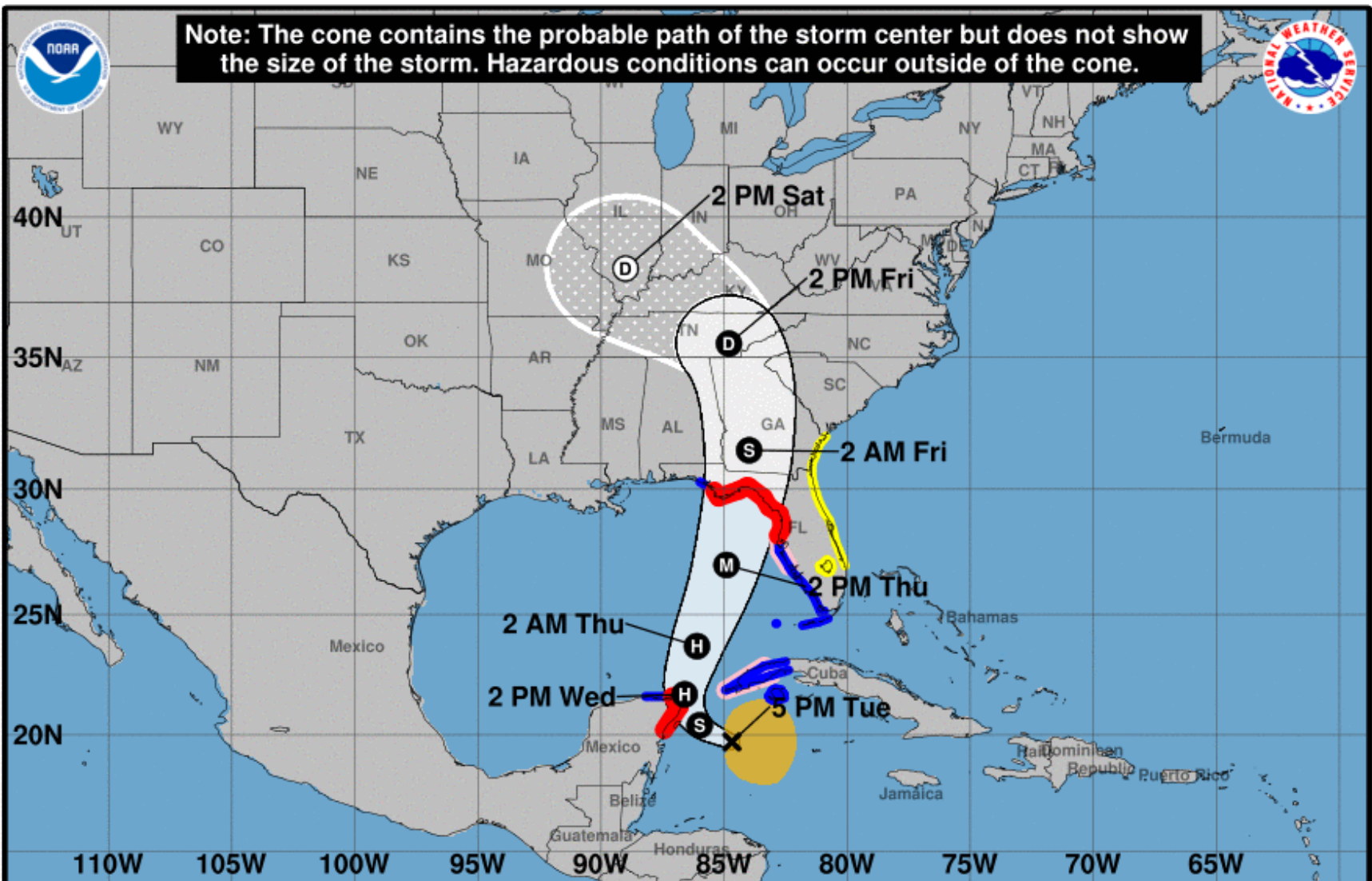
Storm Location ○ < 34 kt (39 mph)
 & ○ 34-63 kt (39-73 mph)
 Wind Speed ● ≥ 64 kt (74 mph)

5-day chance of receiving sustained 34+ kt (39+ mph) winds

5	10	20	30	40	50	60	70	80	90	100 %
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Note: The cone contains the probable path of the storm center but does not show the size of the storm. Hazardous conditions can occur outside of the cone.

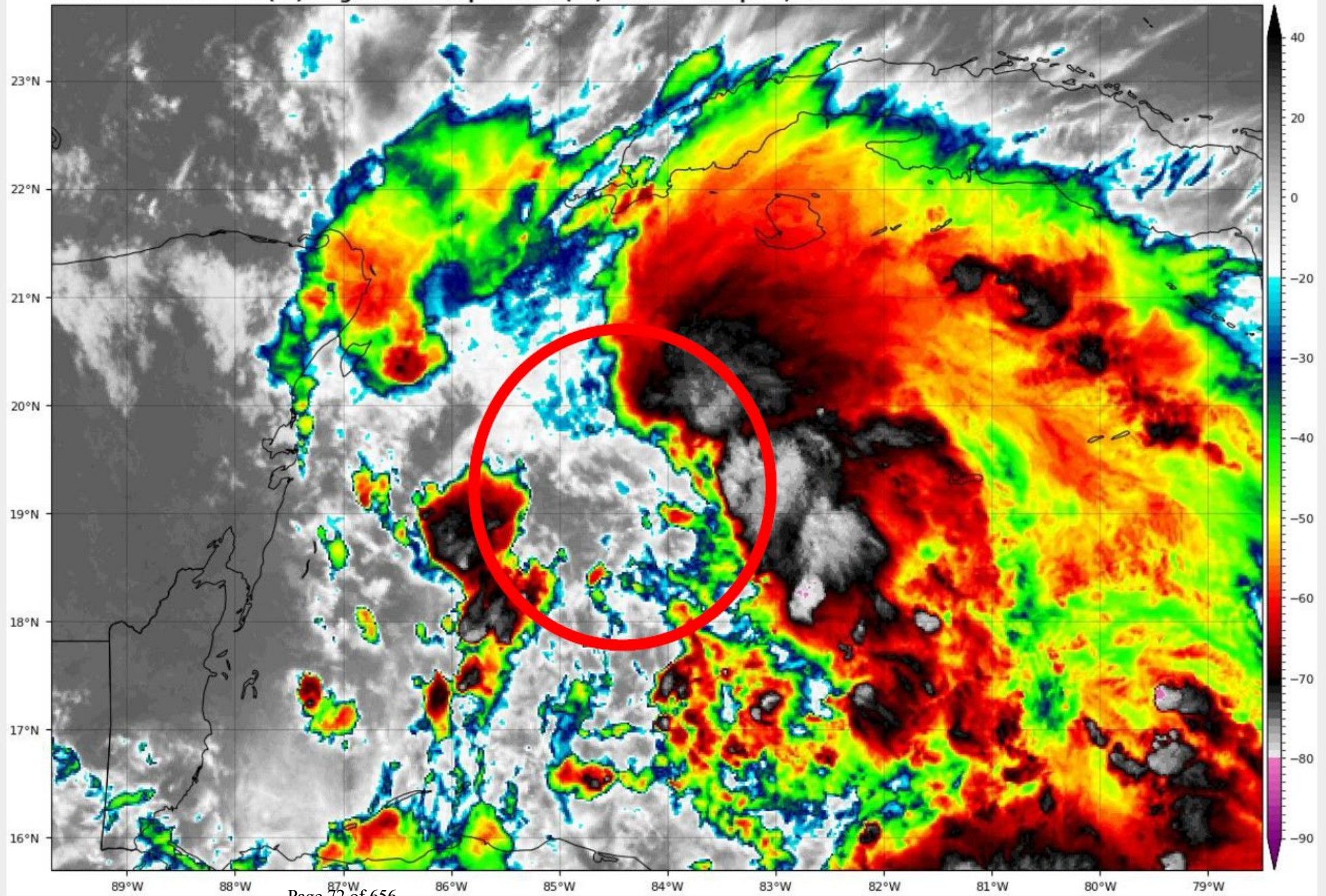


Tropical Storm Helene
 Tuesday September 24, 2024
 5 PM EDT Advisory 6
 NWS National Hurricane Center

Current information: x
 Center location 19.7 N 84.7 W
 Maximum sustained wind 50 mph
 Movement WNW at 12 mph

Forecast positions:
 ● Tropical Cyclone ○ Post/Potential TC
 Sustained winds: D < 39 mph
 S 39-73 mph H 74-110 mph M > 110 mph

Potential track area: Day 1-3 (solid line), Day 4-5 (stippled area)
Watches: Hurricane (pink), Trop Stm (yellow)
Warnings: Hurricane (red), Trop Stm (blue)
Current wind field estimate: Hurricane (brown), Trop Stm (orange)





Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County
Commissioners

DATE:

FROM: The Clerks Office

SUBJECT: The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1) FL Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Backup documentation is available on request at the Clay County Administration Building, located at 477 Houston Street, Green Cove Springs.

ATTACHMENTS:

Description	Type	Upload Date	File Name
-------------	------	-------------	-----------

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	9/30/2024 - 11:15 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County
Commissioners

DATE: 9/16/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
<input type="checkbox"/> Partial Release	Agreement/Contract	10/2/2024	Vizcarrondo__Rovira_Spring_Creek_at_Eagle_Harbor_Lot_20_Partial_Release_of_Easement_final.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	10/2/2024 - 5:40 PM	Item Pushed to Agenda

This instrument prepared by and
Record and Return to:
Clay County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

R. E. Parcel No.:
07-05-26-014264-005-20

[Reserved for Recording Department]

PARTIAL RELEASE OF EASEMENT

THIS PARTIAL RELEASE OF EASEMENT is made and executed as of this _____ day of October, 2024, by CLAY COUNTY, a political subdivision of the State of Florida (the "County"), in favor of and for the benefit of Fernando J. Vizcarrondo & Ana M. Rovira (the "Owners"), as follows:

Recitals

WHEREAS, by the Spring Creek at Eagle Harbor Plat recorded in Plat Book 42, pages 28 through 36, public records of Clay County, Florida, the County was granted an easement for the purposes of drainage over, under, and across the lands of Lot 20 as more particularly described in the Plat; and,

WHEREAS, Owners of Lot 20, Spring Creek at Eagle Harbor, have requested that the County release a small portion of the easement; and,

WHEREAS, the County intends by means of this Partial Release of Easement to partially release a portion of the easement as described in the attached legal description, Exhibit A, hereto.

WITNESSETH: That the County, for and in consideration of the foregoing Recitals, the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by the Owners, receipt whereof is hereby acknowledged, does hereby forever release, remise, surrender, cancel and quitclaim unto the Owners all right, title and interest the County may have in and to that certain portion of the easement described in the attached Exhibit A. The County specifically retains and does not release or surrender any of the remaining portion of the easement dedicated and described in the Spring Creek at Eagle Harbor Plat for Lot 20, according to the plat thereof recorded in Plat Book 42, pages 28 through 36, public records of Clay County, Florida.

IN WITNESS WHEREOF, the County has caused this Partial Release of Easement to be executed as of the date and year first above written.

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

Attest:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

Jim Renninger, its Chairman

Exhibit A

The East 5.00' of a 25' wide drainage easement, lying along the West boundary of Lot 20, as shown on plat of Spring Creek at Eagle Harbor, as recorded in Plat Book 42, pages 28 through 36, of the public records of Clay County, Florida.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and Contractual
Services

SUBJECT:

Approval of the Second Renewal of the following Continuing Agreements for Construction Engineering Inspection Services (CEI) for an additional one-year term commencing October 12, 2024 through October 11, 2025:

- A) Construction and Engineering Services Consultants, Inc., Agreement No. 2021/2022-6
- B) Eisman & Russo, Inc., Agreement No. 2021/2022-7
- C) England, Thims & Miller, Inc., Agreement No. 2021/2022-8
- D) VIA Consulting Services, Inc., Agreement No. 2021/2022-9

Funding Source:
Various

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Consultants provide various services which include, but are not limited to, construction engineering and inspection (CEI), construction inspectors, construction plan reviews during project design by other consultants, land subdivision and development inspectors, project budget and schedule management, reporting, engineering and inspection of transportation, drainage, site development, facilities, and other general engineering consulting services.

The schedule of hourly rates for three (3) of the Consultants remain the same. ETM requested a rate increase of 5%. Staff has reviewed and determined that the increase is less than a CPI percentage increase.

- Construction and Engineering Services Consultants, Inc. (annual increase previously approved)
- Eisman & Russo, Inc. (no increase)
- England, Thims & Miller, Inc. (5% increase)
- VIA Consulting Services, Inc. (no increase)

Is Funding Required (Yes/No):
Yes

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

Funding Source:
Various

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

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Contracts_Cont. CEI - CES	Agreement/Contract	10/2/2024	Continuing_Engineering_Consulting_Services_for_CEI_-_CES_RN2.ADA.pdf
▢ Contracts_Cont CEI Eisman&Russo	Agreement/Contract	10/2/2024	Continuing_Engineering_Consulting_Services_for_CEI_-_Eisman_Russo_RN2.ADA.pdf
▢ Contracts_Cont CEI ETM	Agreement/Contract	10/2/2024	Continuing_Engineering_Consulting_Services_for_CEI_-_ETM_RN2.ADA.pdf
▢ Contracts_Cont CEI VIA	Agreement/Contract	10/2/2024	Continuing_Engineering_Consulting_Services_for_CEI_-_VIA_RN2.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	10/2/2024 - 5:40 PM	Item Pushed to Agenda

CLAY COUNTY AGREEMENT/CONTRACT NO. 2021/2022-6 RN2

**SECOND RENEWAL TO AGREEMENT FOR CONTINUING
GENERAL ENGINEERING CONSULTING SERVICES FOR
CONSTRUCTION ENGINEERING INSPECTION**

This Second Renewal to Agreement for Continuing General Engineering Consulting Services for Construction Services for Construction Engineering Inspection (“Second Renewal”) is made and entered into this ____ day of October, 2024, between Construction and Engineering Services Consultants, Inc., a Florida Profit Corporation (“Consultant”), and Clay County, a political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, on October 12, 2021, the parties entered into the Agreement for Continuing General Engineering Consulting Services for Construction Services for Construction Engineering Inspection, Clay County Agreement/Contract No. 2021/2022-6 (“Agreement”), attached hereto as **Exhibit A** and incorporated herein by reference, wherein Consultant agreed to provide general engineering consulting services for a variety of County projects and residential land subdivision and development projects; and

WHEREAS, the Agreement provides for an initial two year term beginning on October 12, 2021 and continuing through October 11, 2023, with the option to renew the Agreement for two additional one year periods upon written renewal executed by the parties; and

WHEREAS, on September 26, 2023, the parties entered into the First Renewal to renew the Agreement for an additional one year period commencing October 12, 2023 and continuing through October 11, 2024; and

WHEREAS, the parties wish to enter into this Second Renewal to renew the Agreement for an additional one year period commencing October 12, 2024 and continuing through October 11, 2025 as set forth herein

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Agreement is hereby renewed for an additional one year period commencing on October 12, 2024 and continuing through October 11, 2025.
3. Human Trafficking Attestation. In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

- a. The Consultant does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
- b. If, at any time in the future, the Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
- c. By execution of this Second Renewal, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

4. The Consultant hereby certifies that all executed certifications which are attached and/or made a part of the Agreement are still valid.

5. All provisions in the Agreement, and any amendments, attachments, schedules or exhibits thereto in conflict with this Second Renewal shall be and hereby are changed to conform to this Second Renewal.

6. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this Second Renewal are incorporated herein and shall remain in full force and effect.

7. This Second Renewal may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

8. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Second Renewal and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Second Renewal on behalf of such party and that the Second Renewal will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal as of the date and year first written above.

CONSTRUCTION AND ENGINEERING SERVICES CONSULTANTS, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____

Jim Renninger
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

F:\Contract\engineering\Continuing Engineering Consulting Services for CEI - CES RN2.doc

EXHIBIT A

Clay County Agreement/Contract No. 2021/2022 – 6

AGREEMENT FOR CONTINUING GENERAL ENGINEERING CONSULTING SERVICES FOR CONSTRUCTION ENGINEERING INSPECTION

This Agreement for Continuing General Engineering Consulting Services for Construction Engineering Inspection (“Agreement”) is made and entered into as of the 12th day of October, 2021 (“Effective Date”) between Construction and Engineering Services Consultants, Inc., a Florida Profit Corporation (“Consultant”) and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued a Request for Qualifications, RFQ No. 20/21-48 (“RFQ”) to solicit and engage multiple licensed and qualified consultants to provide general engineering consulting services for a variety of County projects and residential land subdivision projects involving construction engineering and inspection of transportation, drainage, site development, facilities and other related services; and

WHEREAS, the Consultant responded to the RFQ with a proposal to offer the requested services (“Consultant’s Response”); and

WHEREAS, the County evaluated and ranked the qualifications submitted in accordance with Section 287.055, Florida Statutes, and the County selected the Consultant as one of the four selected consultants based on the Consultant’s Response and approved ranking; and

WHEREAS, the Consultant is licensed and qualified to provide professional services in engineering and design; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFQ, including all addendums and clarifications thereto, and the Contractor’s Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Consultant desires to provide and perform the services as requested and assigned by the County in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. PROJECT DESCRIPTION

1.1. Projects shall be assigned by the County to the Consultant on an as needed and as requested basis as set forth in Section 2 during the term of this Agreement and shall consist of a variety of County projects and residential land subdivision and development projects. The required Services

will vary from project to project and will include, but are not limited to, construction engineering and inspection (CEI), construction inspectors, construction plan reviews during project design by other consultants, land subdivision and development inspectors, project budget and schedule management, reporting, engineering and inspection of transportation, drainage, site development, facilities, and other general engineering consulting services. The Consultant may be requested to perform Services for any County Department or Division.

1.2. For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Stephen Koterak, Senior Construction Project Manager with the County's Engineering Department or his designated representative.

SECTION 2. SCOPE OF SERVICES

2.1. When Services are needed by the County for a particular Project, the County will request Services from the Consultant. The Consultant shall develop and provide to the Project Manager for review and approval a Scope of Services that includes a time schedule for the Project along with a Fee Summary for the Services to be performed by the Consultant and any subconsultants and a Lump Sum or Not-to-Exceed amount for the Project based on the Schedule of Hourly Rates attached hereto as **Attachment 1** and incorporated herein by reference. If the Scope of Services, Fee Summary, and Lump Sum or Not-to-Exceed amount for the Project are mutually agreeable, the County will prepare a Work Order in the general form attached hereto as **Attachment 2** for the particular Project. A Project is not officially assigned to the Consultant and the Consultant shall not commence Services on any Project under this Agreement until a Work Order is executed by the County Manager and the Consultant and the Project Manager issues a Purchase Order/Notice to Proceed to the Consultant for the assigned Project. The fully executed Work Order shall become a part of this Agreement.

2.2. The Contractor shall perform all Services for each assigned Project in accordance with the RFQ Scope of Services attached hereto as **Attachment 3** and incorporated herein by reference, the Scope of Services developed by the Consultant for each assigned Project, and the Work Order issued by the County for the assigned Project (the "Services"). The County will provide available information regarding existing facilities, such as drawings, as-built drawings, legal description, easements, rights of way, agreements with any utilities, or any other information in County's possession which is necessary or useful in connection with an assigned Project.

2.3. In performing the Services, the Consultant will provide all professional, technical, clerical, subconsultant, subcontracting, and other services necessary to completely perform the Services for each assigned Project. The Consultant will function as an extension or augmentation of the County's staff by providing qualified technical and professional personnel to perform the duties and responsibilities, when specifically assigned by authorized County staff under the terms of the Agreement, in a quality, timely and expeditious manner.

2.4. Once a Project is assigned to the Consultant, the Consultant shall meet with the Project Manager as arranged by the Project Manager to review the status of the Services, the progress of the assigned Project, upcoming critical activities, and overall performance. In addition to the meetings, the Consultant must also provide to the Project Manager thorough and accurate monthly

progress reports with each Invoice detailing the status of the assigned Project and overall progress, identifying forecasted Services to be performed, and timeframe of the Services.

2.5. The Consultant shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws (“Standard of Care”). The Consultant shall be responsible for the quality, technical accuracy, completeness, and coordination of all designs, drawings, specifications and other services furnished by the Consultant and its subconsultants and/or vendors under this Agreement.

2.6. In entering into this Agreement, the Consultant represents that it now has or will secure all personnel required to perform all Services under this Agreement. The Consultant shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services for each assigned Project pursuant to the requirements of this Agreement. Consultant shall ensure that the personnel assigned to perform the Services shall comply with the terms of this Agreement. Consultant shall ensure that all personnel assigned to perform the Services are fully qualified and capable to perform their assigned tasks. The Consultant shall submit in writing to the Project Manager the names of key personnel proposed for assignment to each assigned Project. The Consultant shall be responsible for ensuring that all personnel and any subconsultants performing any Services under this Agreement have current licenses and permits required to perform the Services. The County reserves the right to interview all proposed or assigned personnel. If Consultant’s personnel or one of its subconsultant personnel is deemed unsatisfactory by the County for any reason, the Consultant will remove the unsatisfactory personnel from performing Services on the assigned Project(s) and replace them as soon as possible without cost to the County or impact to the assigned Project(s) in any way. Removal of the personnel is the sole decision of the County.

2.7. In performance of the Services, the Consultant is bound by and shall comply with all applicable federal, state, and local laws and regulations. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but not limited to, those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Health, and Florida Fish and Wildlife Conservation Commission.

2.8. The County, by virtue of this Agreement, gives the Consultant no guarantee of any services or any specific amount of services or Work Orders that may be issued or assigned during the term of this Agreement.

2.9. The Services will be provided by the Consultant on a non-exclusive basis. The County reserves the right to add to, substitute or delete from time-to-time, depending on the County’s actual project workload and schedules, and to make project assignments based solely on its judgment as to which consultant, if any, is the best most qualified consultant to provide the desired services for a specific project or portion of a project. In making project assignments, the County may consider the consultants’ capabilities and resources, record in providing qualified and

experienced personnel, expertise of the personnel to be provided, record of providing services in a timely manner, and the performance of the consultants and their personnel on County projects.

2.10. A performance evaluation of the Consultant will be conducted periodically by the County and at the completion of each assigned Project.

2.11. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a “Force Majeure”. For purposes of this Agreement, the term “Force Majeure” means any cause, action or agency delaying or preventing the performance of a party’s obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a Force Majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 3. ADDITIONAL SERVICES AND FEES

If the County identifies or the Consultant recommends any additional services to be provided by the Consultant that are not covered under the Agreement but are beneficial to the County or an assigned Project, such additional services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Consultant and authorized in writing by the County.

SECTION 4. TERM AND TIMELY PERFORMANCE

4.1. The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of two (2) years from this date, unless otherwise terminated as provided herein. The County has the sole option to renew the Agreement for two (2) additional one (1) year periods if it is deemed to be in the County’s best interest to do so.

4.2. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Services associated with an assigned Project. The Contractor agrees to timely perform all necessary Services to complete an assigned Project in accordance with this Agreement, the Work Order for the assigned Project, and the Purchase Order/Notice to Proceed issued for the Work Order.

SECTION 5. SUBCONSULTANTS

5.1. The Consultant shall obtain prior written authorization from the County for the utilization of any subconsultants in connection with the Services to be performed under this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County.

5.2. Any subconsultant utilized by the Consultant shall be supervised and compensated by the Consultant.

5.3. The Consultant shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subconsultants and of persons directly or indirectly employed by them.

5.4. The Consultant shall cause appropriate provisions under this Agreement to be inserted in all subconsultant agreements relative to the Services giving the Consultant the same powers that the County may exercise over the Consultant under any provision of this Agreement.

5.5. Nothing in the Agreement shall be construed as providing any subconsultant with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 6. PAYMENT FOR SERVICES

6.1. Payments will be made by the County to the Consultant for all Services actually, timely and satisfactorily rendered for an assigned Project on a Lump Sum or Not-to-Exceed basis in accordance with the Work Order for the assigned Project upon presentation of an Invoice submitted to the County on a monthly basis in accordance with Section 7. The mutually agreed upon Lump Sum or Not-to-Exceed amount for each assigned Project will be based on the hourly rates located in **Attachment 1**.

6.2. The Schedule of Hourly Rates in **Attachment 1** includes the Services performed by the Consultant and its subconsultants, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Consultant's performance of the Services.

SECTION 7. PAYMENT PROCEDURES

7.1. As used in this Section, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Consultant under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Project Manager. All payments for the Services shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have 45 days in which to make payment.

7.2. The Consultant shall submit an Invoice to the Project Manager no more than once per month based on the amount of Services done or completed for an assigned Project. The amount of the monthly payment shall be the total value of the Services rendered for an assigned Project to the date of the Invoice, in accordance with the allocations and Lump Sum or Not-to-Exceed amount set forth in the Work Order for the assigned Project based on the hourly rates in **Attachment 1**, less requests previously submitted and payments made.

7.3. Invoices shall be signed by the Consultant and must include the following information and items:

- 1) The Consultant's name, address and phone number, including payment remittance address.
- 2) The name, address and phone number of the Consultant'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) Reference to the Work Order and Purchase Order/Notice to Proceed authorizing performance of the Services.
- 6) The period of the Services covered by the Invoice.
- 7) The total amount of payment requested broken down by the Services performed for the assigned Project, the Lump Sum or Not-to-Exceed for the assigned Project, the total amount previously requested, and the total amount paid to date.
- 8) A progress report detailing the Services performed for which payment is requested in sufficient detail to permit the Project Manager to evaluate whether the Services have been properly performed in full accordance with this Agreement and Work Order for the assigned Project.
- 9) Supporting documentation necessary to satisfy auditing requirements, for cost and Services completion.
- 10) Contain a certification that the Services for the assigned Project have been performed and have progressed to the level for which payment is requested, that the Services have been properly performed in full accordance with the Agreement and Work Order for the assigned Project, that all amounts have been paid by the Consultant for Services for which previous Invoices were issued and payments received from the County, and that the Consultant knows of no reason why payment should not be made as requested.
- 11) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

7.4. Promptly upon receipt of an Invoice submitted under this Section, the Project Manager shall date stamp the same as received. Thereafter, the Project Manager shall review the Invoice and may also review the Services as delivered, installed or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this

Agreement. If the Project Manager determines that the Invoice does not conform with the applicable requirements of the Agreement or this Section or that the Services within the scope of the Invoice have not been properly delivered, installed or performed in full accordance with the Agreement and Work Order for the assigned Project, the Project Manager shall notify the Consultant in writing within 15 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Consultant is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

7.5. By the submittal of an Invoice hereunder, the Consultant shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Consultant or any other person or entity for failure to make payment.

7.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting with the County Manager between the Consultant's representative and the Project Manager, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

7.7. To the extent not otherwise expressly provided in the Agreement, any work or services performed under a subconsultant agreement for which the County has agreed to reimburse the Consultant shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Consultant. No other work or services performed under a subconsultant agreement shall be reimbursed.

7.8. Prior to submitting an Invoice, the Consultant shall certify that all subconsultants and suppliers having any interest or performing any of the Services in relation to the assigned Project have received their pro rata share of previous periodic payments to the Consultant for all Services completed and materials supplied. This certification shall be in the form designated by the County. The Consultant shall within 10 days of receipt of progress payments pay all subconsultants and suppliers performing any of the Services or supplying any of the materials with respect to the assigned Project their pro rata shares of the payment for all Services completed and materials supplied. The term "subconsultant", as used herein, shall mean a person(s) or firm(s) that enters into a subconsultant agreement with the Consultant for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services of an assigned Project for which partial payment has been made by the County and work done under equipment rental contracts.

7.9. Final Payment for an assigned Project. Subsequent to completion of the Services for an assigned Project and prior to final payment for that assigned Project, final accounting of the total amount of all payments shall be provided by the Consultant in the form of a detailed cost report showing Invoice number and date of Invoice for all costs sorted by trade division cost code as is maintained by the Consultant in its accounting system. Utilizing the final accounting of costs and the Consultant's records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment for an assigned Project is to be made subject to the County agreeing with the final accounting of cost and payment of Services of the Consultant. It is agreed and understood that the acceptance of the final payment for an assigned Project by the Consultant shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Services done or material furnished for an assigned Project under this Agreement. It is further agreed and understood that final payment is not due and payable and the County shall not be obligated to remit final payment for an assigned Project under the Agreement until the Consultant has provided a proper final accounting and any release or waiver of liens and claims or equivalent proof of payments to subconsultants and suppliers.

SECTION 8. CHANGE ORDERS

8.1. Change Orders shall only be used when necessary to clarify the RFQ requirements or Work Order(s) for the assigned Project(s), to provide for differences which result in the Consultant's work effort exceeding the amounts in a Work Order for an assigned Project, to provide for unforeseen services, work, or alterations in the RFQ requirements or a Work Order for an assigned Project which could not reasonably have been contemplated or foreseen, to settle contract claims, and to make an assigned Project functionally operational in accordance with the intent of the Agreement and Work Order. No work or services covered by a Change Order shall be performed before the County gives written authorization. Such written authorization shall set forth the prices or amount agreed upon and other pertinent information and shall be reduced to a written Change Order promptly. No payment shall be made on a Change Order prior to the County's written approval of the Change Order for an assigned Project. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Consultant hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

8.2. A Change Order shall also be used when a time extension is required due to any unforeseen circumstances; provided, Change Orders shall not be used for time extensions requested by the Consultant under circumstances or conditions attributable to the Consultant. Such Change Order shall set forth in writing the agreed amount of time for such extension.

SECTION 9. INSURANCE

The Consultant shall maintain throughout the term of this Agreement insurance of the following types and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage (any one fire) \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage,
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee
Professional Liability	\$1,000,000 per Claim and in the Aggregate

Either prior to, or simultaneously with the execution of this Agreement, the Consultant must deliver certificates of insurance for the required insurance coverage to the County’s Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation, employers liability, and professional liability, shall add **“Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear” as “Additional Insured.”** Consultant shall provide thirty (30) day prior written notification to the County’s Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Consultant shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

10.1. To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, including its officers and directors from 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 intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of the Agreement.

10.2. No negligence shall be attributed to Consultant based on any acts or omissions of County’s contractors or other consultants.

10.3. The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the

limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

10.4. No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

10.5. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. DEFAULT AND TERMINATION

11.1. Default. If the Consultant fails to satisfactorily perform any provision of this Agreement or a Work Order, fails to make progress so as to endanger performance under the terms and conditions of the Agreement, fails to perform on time, provides false or inaccurate information, fails to comply with the terms, conditions, and obligations of this Agreement or a Work Order, fails to comply with applicable rules, laws and regulations; or whenever the Consultant ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Consultant to be in default and may assert a default claim by giving the Consultant a written Notice of Default. Except for a default by the Consultant for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Consultant shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Consultant will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the County does not approve the cure plan, then the County may terminate this Agreement for cause.

11.2. Termination for Cause. Upon the failure or inability of the Consultant to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Consultant, the County may procure goods and/or services similar to those terminated, and the Consultant shall be liable for any excess costs incurred due to this action. If it is determined that the Consultant was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Consultant), the rights and obligations of the parties shall be those as provided in the Section for Termination for Convenience.

11.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give thirty (30) days prior written Notice of Termination to the Consultant, specifying when the termination is to become effective. In the event of any such termination, the Consultant shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of

termination, the Consultant shall be paid only for such Services as are specifically authorized in writing by the County.

11.4. Unless directed differently in the Notice of Termination, the Consultant, shall incur no further obligations in connection with the terminated services, and shall stop services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subconsultant agreements related to the terminated services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Consultant must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Consultant and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

11.5. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.

11.6. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

SECTION 12. REMEDIES

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 13. AUTHORITY TO SUSPEND SERVICES

The County Representative and/or Project Manager shall have the authority to suspend the Services for any assigned Project, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, other conditions which are considered unfavorable for the prosecution of the Services, or due to circumstances related to the assigned Project. Should the County be prevented or enjoined from proceeding with the Services either before or after the start of an assigned Project by reason of any litigation or other reason beyond the control of the County, the Consultant shall not be entitled to make or assert a claim for damage by reason of said delay, but time for completion of the assigned Project will be extended to such reasonable time as the County may determine and will be set forth in writing. In the event of any such suspension, the Consultant shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Consultant whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 14. PLANS AND DOCUMENT OWNERSHIP AND RECORDS

14.1. All documents, including, but not limited to, notes, files, evaluations, reports, studies, data, drawings, plans, maps, and other records and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant under this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County. Upon completion of this Agreement and/or an assigned Project, to the extent requested, all of the documents shall be delivered by the Consultant to the County within seven (7) days of the County making a request.

14.2. The Consultant shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County. Any use by the County of the documents, data and information contained therein, obtained by the County under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

SECTION 15. RETENTION OF RECORDS, ACCESS TO RECORDS AND RIGHT TO AUDIT

15.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Consultant and any of its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

15.2. All records connected with this Agreement must be retained for a period of at least five (5) years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

15.3. Failure of the Consultant or any of its subconsultants to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

15.4. The Consultant must require that each of its subconsultants will provide access to the subconsultant's records pertaining to the Service upon request by the County.

15.5. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 16. ACCURACY OF SERVICES

16.1. The Consultant shall be responsible for the accuracy of its Services, including Services by any subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the

responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

16.2. Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial engineering, design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

16.3. At any time during the construction of any assigned Project, the Consultant shall confer with the County for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the Consultant. The Consultant shall prepare all data to correct its errors and/or omissions without added compensation, even though final payment may have been received therefor.

SECTION 17. PUBLIC RECORDS

17.1. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the County to perform the Services. If the Consultant transfers all public records to the County upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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.

17.2. The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

17.3. The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, 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 Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- b. If the Consultant 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 Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 18. TAXES

In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

SECTION 19. APPROPRIATED FUNDS

The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 20. SCRUTINIZED COMPANIES CERTIFICATION

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

Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Consultant is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 21. NOTICE

All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Consultant:

Construction and Engineering Services
Consultants
9432 Baymeadows Road, Suite 100
Jacksonville, FL 32256
Attention: Steven J. Davis, President/CEO

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County
Manager
Copy to: Stephen Koteris, Project Manager

SECTION 22. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the lump sum or total not-to-exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of

negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

SECTION 24. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

24.1. The Consultant agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

24.2. The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 25. SUSPENSION AND DEBARMENT

By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency.

SECTION 26. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

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

26.2. By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

26.3. In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of

money involved or whether the Consultant has been placed on the convicted vendor list.

26.4. The Consultant will promptly notify the County if it or any subconsultant of the Consultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

SECTION 27. INDEPENDENT CONTRACTOR

Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Consultant is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 28. NO ASSIGNMENT

The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 29. NO THIRD-PARTY BENEFICIARIES

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

SECTION 30. CONFLICT OF INTEREST

Throughout the term of this Agreement, the Consultant must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Consultant’s duties and obligations provided under this Agreement.

SECTION 31. AMENDMENT OR MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party.

SECTION 32. FURTHER ASSURANCES

Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable

and necessary to effectuate the purposes and intents of this Agreement. The Consultant further agrees to execute such documents as the County may reasonably require.

SECTION 33. GOVERNING LAW AND VENUE

The terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 34. ATTORNEYS' FEES

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 35. WAIVER

No waiver by the County of any breach of any provision of this Agreement by the Consultant shall constitute a waiver of any other breach of either the same provision or of any other provision by the Consultant. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 36. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 37. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 38. COUNTERPARTS

The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 39. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties for the provision of the Services and supersedes all prior written agreements or understandings between the parties. No understanding, statement, representation, writing, agreement, course of conduct or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement shall be valid.

SECTION 40. ATTACHMENTS

All attachments to this Agreement are incorporated by reference as if set out fully herein:

- Attachment 1** Schedule of Hourly Rates
- Attachment 2** Work Order form
- Attachment 3** RFQ Scope of Services

SECTION 41. AUTHORITY

The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party. The parties are aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

[Signatures appear on the following page.]

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

CONSTRUCTION AND ENGINEERING SERVICES CONSULTANTS, INC.

By: Steven J. Davis
Steven J. Davis (Oct 20, 2021 17:01 EDT)

Print Name: Steven J. Davis

Print Title: President /CEO



CLAY COUNTY, a political subdivision of the State of Florida

By: Mike Cella
Mike Cella (Oct 19, 2021 09:47 EDT)

Mike Cella
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

ATTACHMENT 1
SCHEDULE OF
HOURLY RATES



Construction & Engineering Services Consultants, Inc.

**Clay County Board of County Commissioner Purchasing Department
RFQ-20/21-48 Continuing General Engineering Consulting Services for CEI**

Date: October 1, 2021

	First Year	Second Year	Third Year	Fourth Year	Fifth Year
RATE					
PERSONNEL					
Principal in Charge	\$ 235.13	\$ 242.18	\$ 249.44	\$ 256.93	\$ 264.64
Project Manager	\$ 214.75	\$ 221.19	\$ 227.83	\$ 234.66	\$ 241.70
Engineer of Record	\$ 214.75	\$ 221.19	\$ 227.83	\$ 234.66	\$ 241.70
Accounting	\$ 109.73	\$ 113.02	\$ 116.41	\$ 119.90	\$ 123.50
Public Outreach	\$ 159.10	\$ 163.87	\$ 168.79	\$ 173.85	\$ 179.07
Constructability Reviews	\$ 188.10	\$ 193.74	\$ 199.56	\$ 205.54	\$ 211.71
Sr. Construction Manager	\$ 156.75	\$ 161.45	\$ 166.30	\$ 171.28	\$ 176.42
Special Projects PM	\$ 214.75	\$ 221.19	\$ 227.83	\$ 234.66	\$ 241.70
Safety Manager	\$ 117.56	\$ 121.09	\$ 124.72	\$ 128.46	\$ 132.32
Safety Officer	\$ 101.89	\$ 104.94	\$ 108.09	\$ 111.34	\$ 114.68
Minority Coordinator	\$ 125.40	\$ 129.16	\$ 133.04	\$ 137.03	\$ 141.14
Document Control	\$ 117.56	\$ 121.09	\$ 124.72	\$ 128.46	\$ 132.32
Specialty Construction Inspector	\$ 125.40	\$ 129.16	\$ 133.04	\$ 137.03	\$ 141.14
Senior Construction Inspectors	\$ 117.56	\$ 121.09	\$ 124.72	\$ 128.46	\$ 132.32
Private Development Inspector	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
Bridge Inspectors	\$ 134.62	\$ 138.66	\$ 142.82	\$ 147.10	\$ 151.51
Assistant Project Manager	\$ 180.26	\$ 185.67	\$ 191.24	\$ 196.98	\$ 202.89
Horizontal Directional Drill Inspector	\$ 133.24	\$ 137.23	\$ 141.35	\$ 145.59	\$ 149.96
Trainer	\$ 117.56	\$ 121.09	\$ 124.72	\$ 128.46	\$ 132.32
Inspectors	\$ 101.89	\$ 104.94	\$ 108.09	\$ 111.34	\$ 114.68
Inspector Trainee	\$ 56.43	\$ 58.12	\$ 59.87	\$ 61.66	\$ 63.51
Surveyor	\$ 94.05	\$ 96.87	\$ 99.78	\$ 102.77	\$ 105.85
Geotechnical	\$ 144.21	\$ 148.54	\$ 152.99	\$ 157.58	\$ 162.31

These rates are based on 3% increase every year.

Overtime 1.5				

MESKEL & ASSOCIATES ENGINEERING, PLLC
CONSTRUCTION MATERIALS TESTING RATES 2021

Description	Unit	Unit Rate
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	\$ 90.00
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	\$ 45.00
104-Aggregate Sieve Anlysis of Fine & Coarse AASHTO T27	Test	\$ 70.00
105-Aggregate Soundness AASHTO T104	Test	\$ 346.50
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	\$ 77.50
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	\$ 41.75
108-Aggregate Unit Mass & Voids AASHTO T19	Test	\$ 57.75
209-Asphalt Pavement Coring – 4in dia with Base Depth Check	Each	\$ 126.50
210-Asphalt Pvmnt. Coring – 4in dia without Base Depth Check	Each	\$ 100.00
211-Asphalt Pavement Coring – 6in dia with Base Depth Check	Each	\$ 136.50
212-Asphalt Pvmnt Coring – 6in dia without Base Depth Check	Each	\$ 110.00
300-Concrete Beam Flexural Testing ASTM C78	Test	\$ 42.00
301-Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	\$ 25.00
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$ 31.50
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	\$ 36.00
305-Concrete Pavement Coring - 4in Dia	Each	\$ 155.00
306-Concrete Pavement Coring - 6in Dia	Each	\$ 175.00
415-Geo Double Ring Infiltration ASTM D3385	Each	\$ 500.00
603-Mobilization Asphalt Coring Equipment	Each	\$ 375.00
606-Mobilization Concrete Coring	Each	\$ 375.00
800-Soils Chloride Soil or Water FM 5-552	Test	\$ 55.00
801-Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Each	\$ 75.00
802-Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Each	\$ 415.00
803-Soils Consolidation - Constant Strain ASTM D4186	Test	\$ 500.00
804-Soils Consol-Extend Load Incrmnts AASHTO T216	Day	\$ 150.00
805-Soils Corrosion Series FM 5-550 through 5-553	Test	\$ 200.00
806-Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	\$ 425.00
808-Soils Flexible Wall Permeability ASTM D5084	Test	\$ 450.00
809-Soils Hydrometer Only AASHTO T88	Test	\$ 125.00
810-Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$ 350.00
811-Soils Liquid Limit AASHTO T89	Test	\$ 50.00
812-Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$ 45.00
817-Soils Moisture Content Laboratory AASHTO T265	Test	\$ 20.00
819-Soils Organic Content Ignition FM 1 T-267	Test	\$ 45.00
821-Soils Particle Size Anlysis AASHTO T88 (Incl. Hydrometer)	Test	\$ 165.00
822-Soils Particle Size Anlysis AASHTO T88 (No Hydrometer)	Test	\$ 65.00
823-Soils Permeability Constant Head AASHTO T215	Test	\$ 325.00
824-Soils Permeability Falling Head FM 5-513	Test	\$ 325.00
825-Soils pH Soil or Water FM 5-550	Test	\$ 43.00
826-Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$ 50.00
827-Soils Proctor Modified FM 1-T180	Test	\$ 130.00

MESKEL & ASSOCIATES ENGINEERING, PLLC
CONSTRUCTION MATERIALS TESTING RATES 2021

Description	Unit	Unit Rate
828-Soils Proctor Standard AASHTO T99	Test	\$ 130.00
829-Soils Resistivity Soil or Water FM 5-551	Test	\$ 52.00
831-Soils Specific Gravity AASHTO T100	Test	\$ 73.00
832-Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	\$ 125.00
833-Soils Sulfate Soil or Water FM 5-553	Test	\$ 57.00
835-Soils Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	Test	\$ 450.00
836-Soils Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	Test	\$ 420.00
837-Soil Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	Test	\$ 250.00
838-Soils Unconfined Compression - Rock ASTM D7012, Method C	Test	\$ 147.50
839-Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Test	\$ 122.50

ESTIMATE



Apex aerial Surveying LLC

245 Chasewood Drive
Saint Augustine
Florida 32095

BILL TO

Jennifer Fleming
Construction and Engineering
Services Consultants, Inc.

ESTIMATE #

101

ESTIMATE DATE

09/13/2021

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Hourly rate on site Travel time & Expenses charged at half hourly rate (\$43.75)	87.50	87.50
TOTAL			\$87.50

TERMS & CONDITIONS

Payment due upon receipt of daily / weekly assets

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Balance to be paid in full upon receipt of final assets

Thank you

ATTACHMENT 2
WORK ORDER
FORM

ATTACHMENT A

BASE AUTHORIZATION I.D.

Base Authorization: Contract/Agreement No. 2021/2022-_____

Clay County Contract/Agreement No. 2021/2022-_____ is included herein by reference and made a part hereof.

ATTACHMENT B

[Insert Consultant's Scope of Services]

ATTACHMENT C

[Insert Fee Summary for Consultant and any subconsultants]

ATTACHMENT D

[Insert Schedule of Hourly Rates – Attachment 1 to Agreement]

ATTACHMENT 3
RFQ SCOPE OF
SERVICES

SCOPE OF SERVICES

REQUEST FOR QUALIFICATIONS NO. 20/21-48 **CONTINUING GENERAL ENGINEERING CONSULTING SERVICES** **FOR CONSTRUCTION ENGINEERING INSPECTION**

PURPOSE

The County intends to contract with multiple, qualified firms for a two (2) year term with an option of two (2) one-year extensions to provide general engineering consulting (GEC) services for a variety of County projects and residential land subdivision projects involving construction engineering and inspection of transportation, drainage, site development, facilities and other related services.

GENERAL SCOPE STATEMENT

These required services vary and include, but are not limited to construction engineering & inspection (CEI), support to the County, including construction inspectors, construction plan reviews during project design by other consultants, project budget and schedule management and reporting and related services.

No guarantee of work

The County will request GEC services on an as-needed and as-requested basis. There is no guarantee that all or any of the services described in this Solicitation will be assigned during the term of the resulting Contract. The County reserves the right to request services from among the selected firms based upon the firm's capabilities and resources, record in providing qualified and experienced personnel, the expertise of the personnel to be provided, record of providing services in a timely manner, and the performance of the firm and its personnel on County projects.

The County reserves the right to add to, substitute or delete from time-to time, depending on the County's actual project workload and schedules, and to make project assignments based solely on its judgment as to which contracted GEC firm, if any, is the best most qualified to provide the desired services for a specific project or portion of a project.

Performance Evaluation

A work performance evaluation will be conducted periodically and at the completion of each various project.

SPECIFIC SCOPE OF SERVICE

The GEC will provide all professional, technical, clerical, subconsultant, subcontracting and other services necessary to completely perform the work order(s). The GEC will function as an extension or augmentation of the County's staff by providing qualified technical and professional personnel to perform the duties and responsibilities, when specifically assigned by authorized County staff under the terms of the Contract, in a

quality, timely and expeditious manner. The GEC will also provide particular expertise on an "as needed" basis to augment the County technical staff and its expertise. These services may be requested to be performed at County facilities during the performance of assigned work order.

Further, the GEC will provide these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff. In addition, the County may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document.

Work orders will normally take the form of long-term on-going assignments, major project assignments, project review tasks, long-term specific tasks, short-term specific tasks and emergency specific tasks. Consultants may be requested to perform work for any County Department or Division.

When work orders are proposed by the County, it may require contracted GECs to provide the County with a detailed approach, schedule and team (with team structure and resume's with education, experience, etc. pertaining to the particular task) proposed to perform the task. The approved work order will be executed by the County Manager. No task shall be performed by a GEC until after notice to proceed is received from the County.

Irrespective of whether the GEC provides direct services or uses a subconsultant, it is understood that the County's contract relationship is directly with the GEC, not with the GEC's subconsultants. The "Lead Person" in charge of the assigned work shall have a minimum of ten (10) years' experience performing the assigned work. All subconsultants shall be made aware of this relationship and, unless specifically agreed to by all parties, shall report directly to the GEC. All subconsultants performing assigned work for the GEC shall be prequalified by the FDOT in applicable areas or shall have a minimum of five (5) years of experience performing the assigned work.

The following summary is a general description and examples of potential work task services. It is understood that services under the Contract are not guaranteed to include all of the services listed, and that major tasks will require a more detailed description of the scope of work for that task or project.

The GEC shall provide Construction Management/Oversight and CEI services for horizontal (e.g., roadways, bridges, stormwater, traffic, parking lots, site development, etc.) including new construction, repair and retrofit projects; prepare record drawings, maintenance manuals and related documentation for such facilities.

The GEC will be responsible for construction management, engineering, inspection, testing and administrative functions, as defined in this Scope of Services and referenced manuals and procedures, normally handled by a FDOT Project Engineer, including Verification Testing (VT). The Construction Contractor will perform Quality Control (QC), independent of the GEC.

The GEC shall use effective control procedures, which will assure that the construction of the project is performed in reasonable conformity with the plans, specifications and contract provisions.

The GEC shall provide technical and administrative personnel meeting the requirements set forth in appropriate numbers at the proper times to ensure that the responsibilities assigned under this Scope of Services, and as otherwise assigned by the County, are effectively carried out. All services shall be performed in accordance with the established standard procedures and practices of the FDOT and the County. Prior to furnishing any services, the GEC shall be familiar with those standard procedures and practices as set forth in the documents listed in this Scope of Services and with best practices for construction engineering and contract administration for bridge and highway related construction and miscellaneous construction.

1. Professional Services Required

Firm responsibilities will include: recruiting, screening and training of personnel to ensure compliance with the County requirements; providing necessary backup personnel; providing worker's compensation, general liability and professional liability insurance; furnishing payrolls and other administrative services; and furnishing vehicles with auto liability coverage.

2. Personnel

The GEC will supply the County with qualified senior project engineering, project administration, contract support specialist, senior inspection, inspector and/or support personnel as needed by the County. The County may interview all proposed candidates and may elect to reject personnel for any reason based on that interview or during the period of the assigned work order. Thereafter, if a candidate does not perform effectively, the County will inform the GEC and may require the GEC to provide a qualified replacement. Qualified replacement personnel shall be provided to the County within one (1) week of written request.

All personnel proposed by the GEC are required to have the basic skills required to work in an engineering/construction environment. Skills such as good written and verbal communications, decision-making, record keeping, fundamental knowledge of engineering and construction practices and problem solving are required of all personnel. All personnel will report indirectly to the County. Examples of classifications and specific qualifications are outlined below; the County may require other classifications, as the need arises.

a. Senior Project Engineering

A qualified Senior Project Engineer must have a Civil Engineering degree, or equivalent, be registered in the State of Florida as a Professional Engineer at the time of assignment, and have ten (10)

years of engineering experience (2 years of which must have involved major road and bridge construction).

b. Project Administrator

A qualified Project Administrator must have a Civil Engineering degree, or equivalent, and six (6) years of responsible and related engineering experience (2 years of which must have involved construction of major road and bridge structures), or, in lieu of a Civil Engineering degree, have ten (10) years of responsible, progressive and related engineering experience (2 years of which must have involved construction of major road and bridge structures). The Project Administrator directs and assigns specific tasks to the construction management staff assigned to the project. The Project Administrator also assists in all phases of the construction project and is responsible for the progress and final pay estimates through the project's duration.

c. Contract Support Specialist

A qualified Contract Support Specialist must have four (4) years of road and bridge construction engineering inspection experience in performing/assisting with contract related duties (i.e., final pay estimates, contractor document processing, etc.), and completion of the FDOT's Final Estimates Preparation Seminar.

d. Senior Inspector

A qualified Senior Inspector must be a high school graduate, or equivalent, and have ten (10) years' experience in construction inspection, four (4) years of which must have been in bridge and/or roadway construction inspection, or a Civil Engineering degree and four (4) years of road and bridge Construction Engineering Inspection (CEI) experience. The Senior Inspector is responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator. Required qualifications include:

- CTQP Concrete Field Inspector Level I
- CTQP Concrete Transportation Construction Inspector (CTCI) Level II
- CTQP Asphalt Roadway Level I (if applicable)
- CTQP Asphalt Roadway level II (if applicable)
- CTQP Earthwork Construction Inspection Level I
- CTQP Earthwork Construction Inspection Level II
- CTQP Pile Driving Inspection (if applicable)

- CTQP Drilled Shaft Inspection (if applicable)
- FDOT Advanced MOT Certification
- CTQP Final Estimates Level I

e. Inspector

A qualified Inspector must be a high school graduate, or equivalent, and have two (2) years experience in roadway construction inspection. The Inspector is responsible for assisting the Senior Inspector or designated County Staff in the performance of his or her duties. Work is performed under general supervision from the Senior Inspector or designated County Staff, who reviews work while in progress. Required qualifications include:

- CTQP Concrete Field Inspector Level I
- CTQP Asphalt Roadway Level I (if applicable)
- CTQP Asphalt Roadway level II (if applicable)
- CTQP Earthwork Construction Inspector Level I
- CTQP Earthwork Construction Inspection Level II
- CTQP Final Estimates Level I

f. Support Personnel (Administrative)

A qualified secretary must be a high school graduate, or equivalent, have two (2) years of secretarial and/or clerical experience and type at a rate of 35 correct words per minute. Experience in the use of standard word processing software and ability to exercise independent initiative to help relieve the supervisor of clerical detail is required. Work is performed under the general supervision of the Senior Project Engineer, Project Administrator or designated County Staff.

3. Training

The GEC is responsible for supplying all contract personnel basic training as required for the position. The GEC shall be responsible for keeping qualified personnel supplied to the County, current with their training requirements, specifically safety training certificates, and the GEC shall supply the County documentation of all training, upon request.

4. Vehicles

The GEC shall provide vehicles meeting the actual project needs of field personnel using the vehicle. The vehicles provided will be economy pick-ups or midsize utility vehicles in good serviceable condition. Vehicles shall have the name of the GEC firm visibly displayed.

The GEC shall also provide office personnel with safety equipment and vehicles necessary for field work.

5. Equipment

The GEC shall furnish all equipment necessary to perform the duties of this scope of services. This may include those non-consumable, non-expendable items which are normally needed for a construction project, including but not limited to the following: facsimile machines, copiers, calculators, tape recorders/transcribers, typewriters, computers, word processors, printers, cameras, camcorders, communication equipment, fire extinguishers, first aid kits, flashers, hard hats, safety vests, life vests (if applicable), rain gear, portable water coolers, gauges, engineering scales, tape measures, drafting tools, measuring wheels, thermometers, flashlights, speedy moisture kits and turbidity meters, etc.

For embedded GEC staff, the County shall furnish office space and office equipment (i.e. copier, fax, printer, notebook computer, etc.)

The GEC shall be responsible for providing and maintaining the necessary vehicles or transportation for the performance of its duties on the project throughout the duration of the Contract.

The GEC shall retain responsibility for risk of loss or damage to said equipment during performance of this Contract. Field office equipment shall be maintained and in operational condition at all times.

6. Cooperation and Performance of the GEC

During the life of this Contract, the County may conduct independent assurance reviews of the various phases of the GEC construction management operations, such as construction inspection, materials sampling, testing and administrative activities. Reviews will be conducted to determine compliance with this Scope of Services and the sufficiency with which procedures are being effectively applied to assure that the construction work and administrative activities are performed in reasonable conformity with County policies, plans, specifications contract provisions, and industry best practices. The GEC shall cooperate and assist County representatives in conducting the reviews. When deficiencies are indicated in a review, remedial action shall be immediately implemented by the GEC. The GEC actions are to be properly documented by the GEC Senior Project Engineer. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation shall not be allowed for remedial action taken by the GEC to correct deficiencies. Remedial actions are not necessarily limited to, but may include any or all of the following actions:

- a. Reduction in number of assigned inspection personnel, reassignment of inspection personnel or assignment of additional inspection personnel. The GEC will comply with this action within one (1) week of notification.

- b. Replacement of personnel whose performance has been determined by the SMPDC to be inadequate. When requested by the SMPDC, any person whose performance has been determined to be inadequate shall be immediately removed.
- c. An increase in the frequency of the job control testing immediately in the appropriate phases of work where such is the responsibility of the GEC.
- d. An increase in the scope and frequency of all training conducted by the GEC.

7. General Requirements

The GEC shall provide services as necessary to manage and administer assigned construction contracts in a manner that assures the projects are constructed in reasonable conformity with the plans, specifications and contract provisions.

The GEC shall be required to observe the Contractor to ensure the materials and methods used by the Contractor conform to the specifications, plans and other construction contract provisions.

No GEC under contract with the County on a project shall be permitted to subcontract with the Contractor to perform Quality Control or any other services on the same construction project.

It shall be the responsibility of the GEC to review the construction drawings and specifications for errors and omissions and provide recommendations to the County as to actions to take to avoid claims from the Construction Contractor. This service may, at the sole discretion of the County, occur during the bidding phase, as well as during construction as a normal course of duties. Any errors or omissions of the construction drawings and specifications shall immediately be brought to the attention of the County. If such errors or omissions are discovered after the project is bid, the GEC shall identify to the County any additional costs (including "premium" costs" - costs in excess of those that would normally have been expected if the work had been included in the project bid) to be borne by the County.

The GEC shall advise the County of any omissions, substitutions, defects and deficiencies noted in the work of the Contractor, prior to the corrective action being taken, and of the proposed corrective work. If the corrective action involves a substantive change to the project design, the GEC shall also advise the County and project Engineer of Record (EOR) and obtain approval of the change prior to implementation, if time and field conditions allow. If time or field conditions do not allow such consultation and approval, the County and EOR shall be advised of the situation ASAP, in order to ensure integrity of the design is maintained. Drawings noting such changes shall be signed, sealed and dated by a Florida Professional Engineer. The work provided by the GEC shall, in no way, relieve the

Contractor of responsibility for the satisfactory performance of the construction contracts.

8. QC/QA Inspection Services

a. General:

The Contractor is responsible for Quality Control (QC) materials testing and certification of the construction project in accordance with the construction contract documents. The GEC shall monitor the Contractor's materials testing and certification and perform verification testing to insure the quality of the materials entering into the work. The GEC shall monitor the Contractor's operations to insure that the project will be completed in reasonable conformity with the plans, specifications and other contract provisions. The GEC shall keep detailed, accurate records of the Contractor's daily operations and significant events that affect the work.

b. The standard procedures and practices of the FDOT for inspection of construction projects are set out in the Construction Projects Administration Manual (CPAM) and Facilities Design Manual. In general, the GEC shall perform inspection services in accordance with these standard procedures and practices and other accepted industry practices as may be appropriate; and shall perform incidental engineering surveys as may be necessary to verify and confirm the accuracy of the Contractor's work in substantial conformance with the plans and specifications.

c. The inspector shall complete a daily report every day, including each operation and location of construction that has been assigned. It is very important for the daily report to be filled out completely and accurately. In addition to the standard information, the inspector should record any significant lapses of the Contractor's QC.

9. Verification Testing

The Contractor is responsible for performing verification sampling and testing of component materials and completed work items to the extent necessary to assure that the materials and workmanship incorporated in each project are in reasonable conformity with the plans, specifications and contract provisions. The sampling frequencies for Materials Sampling, Testing and Reporting shall be determined by the GEC. The GEC is responsible for the construction project QA Program (verification reviews and testing) to oversee the Contractor's QC Program.

10. Personnel Training and Certification

Provide qualified personnel for sampling, testing and inspection of materials and construction activities. Ensure that qualifications are maintained during the course of sampling, testing and inspection. Continuance of the GEC

qualifications is subject to satisfactory results from periodic Independent Assurance evaluations conducted by the County.

11. Contract Administration Services

All records and documentation will be in accordance with standard County and FDOT procedures, formats and content. Services include, but are not limited to, the following:

- a. Schedule and conduct construction progress meetings, usually every two (2) weeks, with the Contractor, subcontractors, County Staff and utility companies to review construction progress, schedules, problems or other areas of concern. The County will determine when the EOR is to be included in the progress meetings. During this meeting, discuss the contractor's request for weather days since the previous meeting and come to an agreement on these days. Determine if there are any DBE or other issues and come to an agreement on how, who and when those issues will be addressed and resolved. Prepare and distribute minutes of these meetings.
- b. Assist the County scheduling and conducting a pre-construction conference for the project. Record significant information revealed and decisions made at this conference and distribute copies of these minutes to the appropriate parties.
- c. Once each month, prepare a comprehensive tabulation of the quantity of work satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the Monthly Progress Estimate. Quantities shall be reviewed with the Contractor's representative prior to submission of the pay estimate to the County
- d. Analyze changes to the plans, specifications, contract provisions and extra work, which appear to be necessary to carry out the intent of the contract. When it is determined that a change or extra work is necessary and within the scope of the original contract, recommend such changes to the County for approval.
- e. Monitor the Contractor's schedule in accordance with the requirements in the contract documents. Take appropriate action to insure that the Contractor achieves his project schedule commitments.
- f. In the event that the Contractor gives notice to the GEC, either written or verbal, that he deems certain work to be performed is beyond the scope of the contract and it intends to claim additional compensation, the GEC shall immediately notify the County and maintain accurate cost account records of such work. These records shall include labor

(including labor classifications), equipment utilization and materials installed (temporary or permanent) in the portion of the work in dispute.

- g. During construction, verify critical elevations of roadway, bridge, stormwater and other applicable structures, particularly those of stormwater facilities. Certify completion of construction in substantial accordance with the approved construction plans. Certify completion of construction of stormwater facilities in accordance with applicable permits to permitting agencies on appropriate forms.
- h. Upon completion of the project, prepare and submit to the County a Final Estimate, with backup computations. The GEC shall also check and verify the accuracy of the as-built plans that are prepared and submitted by the Contractor. In addition, the GEC will maintain and provide sufficient information to enable preparation of a complete set of Record Drawings (as-built plans) by the EOR. This effort will include the marking of changes (during construction) on a set of construction drawings and providing supplemental information for such items as sign structures, box culverts, retaining walls and other structures for which the necessary pertinent information is supplied by a vendor or subcontractor. This information will be provided to the EOR for the preparation of the set of Record Drawings.
- i. Review the Contractor's Certified Payrolls for compliance with contract reporting and certification requirements on Federally-Funded projects, or as otherwise requested by the County; conduct field interviews of contractor and subcontractor employees to verify reported payroll information.
- j. Monitor the Contractor's compliance with contract requirements regarding DBE utilization.
- k. Monitor construction activities to the extent necessary to determine whether construction activities violate the requirements of any permits. If the project requires the use of the NPDES General Permit, supply at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors" to perform the project's erosion control inspections. Notify the Construction Contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to the County immediately.
- l. Shop drawing/sample submittals and approvals shall be coordinated and shall include monitoring the status of each submittal as it progresses through review and approval. The GEC shall actively encourage all reviewers to accomplish reviews promptly.

- m. Provide coordination between the Contractor and utility companies to assure that conflicting utilities are removed, adjusted or protected in place in a timely manner to minimize delays to construction operations.
- n. Provide a digital photo and video log of the project prior to, during and after major construction activities, with heavy emphasis on potential claim items/issues.
- o. Create or process Requests For Information (RFIs), which provide interpretations of the plans and specifications, or answers to questions, problems, proposed changes, etc., as necessary to maintain uninterrupted progress on the project. The Project Administrator may request a response from the EOR and will consult with the County when a response involves complex issues or may have an impact on the cost of performing the work. The EOR and the County for the project will be copied on all RFIs.
- p. Immediately notify the County of any potential Errors and Omissions issues during the course of the project. The County will involve the EOR in resolution of these matters.
- q. Maintain records of all sampling and testing accomplished and analyze such records required to ascertain acceptability of materials and completed work items.
- r. Evaluate Value Engineering Change Proposals in cooperation with the Engineer of Record (EOR) and County, provide input as to whether or not proposed changes are essentially equal to the contract specified work, and provide an evaluation of the estimated savings and recommendation to the County.
- s. When it is determined that a modification to the contract for the project is required due to a necessary change in the character of the work, negotiate or assist the County in the negotiation of prices with the Contractor and support the preparation of a Supplemental Agreement or Change Order in accordance with applicable County policy; document evaluations of proposed contract changes and submit with the GEC's recommendation.
- t. All Potential Change Orders (PCO) shall be tracked and a status report maintained and updated on a monthly basis. This status report shall be a cooperative effort between Project Administrator and the County.
- u. In the event the Contractor submits a request for an extension of the allowable contract time other than for weather delays, analyze the request and prepare a recommendation, with evaluation documentation,

to the County as to the accuracy of statements and the actual impact on the Contractor's controlling items of work.

- v. Maintain a complete log of all required submittals, such as shop drawings, noting the dates of first submission and subsequent reviews and re-submittals, approvals, etc. The GEC team shall take note of and ensure that any changes are properly carried through to construction and shall further record, report, make recommendations and act on any circumstances, which affect the progress or cost of the work. Shop drawings shall also include any manuals or similar documents outlining proposed construction procedures submitted by the Construction Contractor.
- w. Conduct and document field reviews of the maintenance of traffic operations.
- x. Maintain on a daily basis a complete and accurate record of all activities and events relating to the project and a record of all work completed by the Contractor, including quantities of pay items. The GEC shall report apparent significant changes in quantity, time or cost, as they are noted, to the County.
- y. Upon request of the County, provide constructability reviews and consultation with the EOR during the design process at 60% and 90% plan submittals.
- z. Upon request by the County, review final bid plans and contract documents for completeness and quantity take-off; report any comments/suggestions for improvements and discrepancies between plans and pay item lists to the County, before bid documents are released.

12. Contractor's Schedule

The GEC shall analyze the Contractor's Schedule for feasibility, completeness and flow of activities, assuring that this schedule meets the requirements of the contract documents. The purpose of this review is to validate that the schedule is functional, that the information provided is reasonable, that the schedule can be tracked by the GEC and that the Contractor's plan for completing the project within the allowed contract time, or earlier, is reasonable. The Contractor's schedule will be updated to include the actual start dates and durations of activities.

The GEC shall provide the Contractor with a written review that identifies any significant omissions, improbable durations, or errors in logic. The review will include recommendations to the Contractor that are pertinent to the planning and scheduling of the project work and completion of the project within the allowed contract time.

The Contractor is required to provide a two-week look-ahead schedule, indicating planned work for discussion at the bi-weekly progress meetings. The planned work activities are to be reviewed with all affected utility companies and other parties.

13. Personnel

a. General Requirements

The GEC shall provide a sufficient number of qualified personnel to effectively perform its responsibilities under this Section of the Scope of Services.

b. Personnel Training and Certification

The GEC shall utilize only competent personnel who are qualified by experience and education. The GEC shall submit in writing to the County the names of all personnel to be considered for assignment to the construction projects, together with a detailed resume with respect to education and experience qualification for each individual.

c. Staffing

The GEC shall determine the number and type of personnel needed to adequately staff and carry out the responsibilities of this Scope of Services. The GEC shall submit a chart detailing the proposed staffing and the duration of each position.

The chart will be submitted to the County with the proposal for each project assignment. The GEC shall maintain an appropriate staff after completion of construction to complete the final estimate and close out of the project. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements, shall be available to resolve disputes.

d. Subconsultant Services

The GEC may subcontract for engineering inspection, materials testing, aerial photography or specialized professional services. Subcontracts must be approved by the County. The costs of negotiating, administering, managing, coordinating, supervising, processing and quality control of all subcontract services shall be covered by the GEC's overhead rate.

CLAY COUNTY AGREEMENT/CONTRACT NO. 2021/2022-7 RN2

**SECOND RENEWAL TO AGREEMENT FOR CONTINUING
GENERAL ENGINEERING CONSULTING SERVICES FOR
CONSTRUCTION ENGINEERING INSPECTION**

This Second Renewal to Agreement for Continuing General Engineering Consulting Services for Construction Services for Construction Engineering Inspection (“Second Renewal”) is entered into this ____ day of October, 2024, by and between Eisman & Russo, Inc., a Florida Profit Corporation (“Consultant”), and Clay County, a political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, on October 12, 2021, the parties entered into the Agreement for Continuing General Engineering Consulting Services for Construction Services for Construction Engineering Inspection, Clay County Agreement/Contract No. 2021/2022-7 (“Agreement”), attached hereto as **Exhibit A** and incorporated herein by reference, wherein Consultant agreed to provide general engineering consulting services for a variety of County projects and residential land subdivision and development projects; and

WHEREAS, the Agreement provides for an initial two year term beginning on October 12, 2021 and continuing through October 11, 2023, with the option to renew the Agreement for two additional one year periods upon written renewal executed by the parties; and

WHEREAS, on September 26, 2023, the parties entered into the First Renewal to renew the Agreement for an additional one year period commencing October 12, 2023 and continuing through October 11, 2024; and

WHEREAS, the parties wish to enter into this Second Renewal to renew the Agreement for an additional one year period commencing October 12, 2024 and continuing through October 11, 2025 as set forth herein

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Agreement is hereby renewed for an additional one year period commencing on October 12, 2024 and continuing through October 11, 2025.
3. Human Trafficking Attestation. In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

- a. The Consultant does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
- b. If, at any time in the future, the Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
- c. By execution of this Second Renewal, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

4. The Consultant hereby certifies that all executed certifications which are attached and/or made a part of the Agreement are still valid.

5. All provisions in the Agreement, and any amendments, attachments, schedules or exhibits thereto in conflict with this Second Renewal shall be and hereby are changed to conform to this Second Renewal.

6. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this Second Renewal are incorporated herein and shall remain in full force and effect.

7. This Second Renewal may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

8. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Second Renewal and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Second Renewal on behalf of such party and that the Second Renewal will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal as of the date and year first written above.

EISMAN & RUSSO, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____

Jim Renninger
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

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EXHIBIT A

AGREEMENT FOR CONTINUING GENERAL ENGINEERING CONSULTING SERVICES FOR CONSTRUCTION ENGINEERING INSPECTION

This Agreement for Continuing General Engineering Consulting Services for Construction Engineering Inspection (“Agreement”) is made and entered into as of the 12th day of October, 2021 (“Effective Date”) between Eisman & Russo, Inc., a Florida Profit Corporation (“Consultant”) and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued a Request for Qualifications, RFQ No. 20/21-48 (“RFQ”) to solicit and engage multiple licensed and qualified consultants to provide general engineering consulting services for a variety of County projects and residential land subdivision projects involving construction engineering and inspection of transportation, drainage, site development, facilities and other related services; and

WHEREAS, the Consultant responded to the RFQ with a proposal to offer the requested services (“Consultant’s Response”); and

WHEREAS, the County evaluated and ranked the qualifications submitted in accordance with Section 287.055, Florida Statutes, and the County selected the Consultant as one of the four selected consultants based on the Consultant’s Response and approved ranking; and

WHEREAS, the Consultant is licensed and qualified to provide professional services in engineering and design; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFQ, including all addendums and clarifications thereto, and the Contractor’s Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Consultant desires to provide and perform the services as requested and assigned by the County in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. PROJECT DESCRIPTION

1.1. Projects shall be assigned by the County to the Consultant on an as needed and as requested basis as set forth in Section 2 during the term of this Agreement and shall consist of a variety of County projects and residential land subdivision and development projects. The required Services will vary from project to project and will include, but are not limited to, construction engineering

and inspection (CEI), construction inspectors, construction plan reviews during project design by other consultants, land subdivision and development inspectors, project budget and schedule management, reporting, engineering and inspection of transportation, drainage, site development, facilities, and other general engineering consulting services. The Consultant may be requested to perform Services for any County Department or Division.

1.2. For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Stephen Koteris, Senior Construction Project Manager with the County's Engineering Department or his designated representative.

SECTION 2. SCOPE OF SERVICES

2.1. When Services are needed by the County for a particular Project, the County will request Services from the Consultant. The Consultant shall develop and provide to the Project Manager for review and approval a Scope of Services that includes a time schedule for the Project along with a Fee Summary for the Services to be performed by the Consultant and any subconsultants and a Lump Sum or Not-to-Exceed amount for the Project based on the Schedule of Hourly Rates attached hereto as **Attachment 1** and incorporated herein by reference. If the Scope of Services, Fee Summary, and Lump Sum or Not-to-Exceed amount for the Project are mutually agreeable, the County will prepare a Work Order in the general form attached hereto as **Attachment 2** for the particular Project. A Project is not officially assigned to the Consultant and the Consultant shall not commence Services on any Project under this Agreement until a Work Order is executed by the County Manager and the Consultant and the Project Manager issues a Purchase Order/Notice to Proceed to the Consultant for the assigned Project. The fully executed Work Order shall become a part of this Agreement.

2.2. The Contractor shall perform all Services for each assigned Project in accordance with the RFQ Scope of Services attached hereto as **Attachment 3** and incorporated herein by reference, the Scope of Services developed by the Consultant for each assigned Project, and the Work Order issued by the County for the assigned Project (the "Services"). The County will provide available information regarding existing facilities, such as drawings, as-built drawings, legal description, easements, rights of way, agreements with any utilities, or any other information in County's possession which is necessary or useful in connection with an assigned Project.

2.3. In performing the Services, the Consultant will provide all professional, technical, clerical, subconsultant, subcontracting, and other services necessary to completely perform the Services for each assigned Project. The Consultant will function as an extension or augmentation of the County's staff by providing qualified technical and professional personnel to perform the duties and responsibilities, when specifically assigned by authorized County staff under the terms of the Agreement, in a quality, timely and expeditious manner.

2.4. Once a Project is assigned to the Consultant, the Consultant shall meet with the Project Manager as arranged by the Project Manager to review the status of the Services, the progress of the assigned Project, upcoming critical activities, and overall performance. In addition to the meetings, the Consultant must also provide to the Project Manager thorough and accurate monthly

progress reports with each Invoice detailing the status of the assigned Project and overall progress, identifying forecasted Services to be performed, and timeframe of the Services.

2.5. The Consultant shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws (“Standard of Care”). The Consultant shall be responsible for the quality, technical accuracy, completeness, and coordination of all designs, drawings, specifications and other services furnished by the Consultant and its subconsultants and/or vendors under this Agreement.

2.6. In entering into this Agreement, the Consultant represents that it now has or will secure all personnel required to perform all Services under this Agreement. The Consultant shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services for each assigned Project pursuant to the requirements of this Agreement. Consultant shall ensure that the personnel assigned to perform the Services shall comply with the terms of this Agreement. Consultant shall ensure that all personnel assigned to perform the Services are fully qualified and capable to perform their assigned tasks. The Consultant shall submit in writing to the Project Manager the names of key personnel proposed for assignment to each assigned Project. The Consultant shall be responsible for ensuring that all personnel and any subconsultants performing any Services under this Agreement have current licenses and permits required to perform the Services. The County reserves the right to interview all proposed or assigned personnel. If Consultant’s personnel or one of its subconsultant personnel is deemed unsatisfactory by the County for any reason, the Consultant will remove the unsatisfactory personnel from performing Services on the assigned Project(s) and replace them as soon as possible without cost to the County or impact to the assigned Project(s) in any way. Removal of the personnel is the sole decision of the County.

2.7. In performance of the Services, the Consultant is bound by and shall comply with all applicable federal, state, and local laws and regulations. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but not limited to, those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Health, and Florida Fish and Wildlife Conservation Commission.

2.8. The County, by virtue of this Agreement, gives the Consultant no guarantee of any services or any specific amount of services or Work Orders that may be issued or assigned during the term of this Agreement.

2.9. The Services will be provided by the Consultant on a non-exclusive basis. The County reserves the right to add to, substitute or delete from time-to-time, depending on the County’s actual project workload and schedules, and to make project assignments based solely on its judgment as to which consultant, if any, is the best most qualified consultant to provide the desired services for a specific project or portion of a project. In making project assignments, the County may consider the consultants’ capabilities and resources, record in providing qualified and

experienced personnel, expertise of the personnel to be provided, record of providing services in a timely manner, and the performance of the consultants and their personnel on County projects.

2.10. A performance evaluation of the Consultant will be conducted periodically by the County and at the completion of each assigned Project.

2.11. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a “Force Majeure”. For purposes of this Agreement, the term “Force Majeure” means any cause, action or agency delaying or preventing the performance of a party’s obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a Force Majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 3. ADDITIONAL SERVICES AND FEES

If the County identifies or the Consultant recommends any additional services to be provided by the Consultant that are not covered under the Agreement but are beneficial to the County or an assigned Project, such additional services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Consultant and authorized in writing by the County.

SECTION 4. TERM AND TIMELY PERFORMANCE

4.1. The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of two (2) years from this date, unless otherwise terminated as provided herein. The County has the sole option to renew the Agreement for two (2) additional one (1) year periods if it is deemed to be in the County’s best interest to do so.

4.2. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Services associated with an assigned Project. The Contractor agrees to timely perform all necessary Services to complete an assigned Project in accordance with this Agreement, the Work Order for the assigned Project, and the Purchase Order/Notice to Proceed issued for the Work Order.

SECTION 5. SUBCONSULTANTS

5.1. The Consultant shall obtain prior written authorization from the County for the utilization of any subconsultants in connection with the Services to be performed under this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County.

5.2. Any subconsultant utilized by the Consultant shall be supervised and compensated by the Consultant.

5.3. The Consultant shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subconsultants and of persons directly or indirectly employed by them.

5.4. The Consultant shall cause appropriate provisions under this Agreement to be inserted in all subconsultant agreements relative to the Services giving the Consultant the same powers that the County may exercise over the Consultant under any provision of this Agreement.

5.5. Nothing in the Agreement shall be construed as providing any subconsultant with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 6. PAYMENT FOR SERVICES

6.1. Payments will be made by the County to the Consultant for all Services actually, timely and satisfactorily rendered for an assigned Project on a Lump Sum or Not-to-Exceed basis in accordance with the Work Order for the assigned Project upon presentation of an Invoice submitted to the County on a monthly basis in accordance with Section 7. The mutually agreed upon Lump Sum or Not-to-Exceed amount for each assigned Project will be based on the hourly rates located in **Attachment 1**.

6.2. The Schedule of Hourly Rates in **Attachment 1** includes the Services performed by the Consultant and its subconsultants, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Consultant's performance of the Services.

SECTION 7. PAYMENT PROCEDURES

7.1. As used in this Section, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Consultant under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Project Manager. All payments for the Services shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have 45 days in which to make payment.

7.2. The Consultant shall submit an Invoice to the Project Manager no more than once per month based on the amount of Services done or completed for an assigned Project. The amount of the monthly payment shall be the total value of the Services rendered for an assigned Project to the date of the Invoice, in accordance with the allocations and Lump Sum or Not-to-Exceed amount set forth in the Work Order for the assigned Project based on the hourly rates in **Attachment 1**, less requests previously submitted and payments made.

7.3. Invoices shall be signed by the Consultant and must include the following information and items:

- 1) The Consultant's name, address and phone number, including payment remittance address.
- 2) The name, address and phone number of the Consultant'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) Reference to the Work Order and Purchase Order/Notice to Proceed authorizing performance of the Services.
- 6) The period of the Services covered by the Invoice.
- 7) The total amount of payment requested broken down by the Services performed for the assigned Project, the Lump Sum or Not-to-Exceed for the assigned Project, the total amount previously requested, and the total amount paid to date.
- 8) A progress report detailing the Services performed for which payment is requested in sufficient detail to permit the Project Manager to evaluate whether the Services have been properly performed in full accordance with this Agreement and Work Order for the assigned Project.
- 9) Supporting documentation necessary to satisfy auditing requirements, for cost and Services completion.
- 10) Contain a certification that the Services for the assigned Project have been performed and have progressed to the level for which payment is requested, that the Services have been properly performed in full accordance with the Agreement and Work Order for the assigned Project, that all amounts have been paid by the Consultant for Services for which previous Invoices were issued and payments received from the County, and that the Consultant knows of no reason why payment should not be made as requested.
- 11) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

7.4. Promptly upon receipt of an Invoice submitted under this Section, the Project Manager shall date stamp the same as received. Thereafter, the Project Manager shall review the Invoice and may also review the Services as delivered, installed or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this

Agreement. If the Project Manager determines that the Invoice does not conform with the applicable requirements of the Agreement or this Section or that the Services within the scope of the Invoice have not been properly delivered, installed or performed in full accordance with the Agreement and Work Order for the assigned Project, the Project Manager shall notify the Consultant in writing within 15 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Consultant is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

7.5. By the submittal of an Invoice hereunder, the Consultant shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Consultant or any other person or entity for failure to make payment.

7.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting with the County Manager between the Consultant's representative and the Project Manager, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

7.7. To the extent not otherwise expressly provided in the Agreement, any work or services performed under a subconsultant agreement for which the County has agreed to reimburse the Consultant shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Consultant. No other work or services performed under a subconsultant agreement shall be reimbursed.

7.8. Prior to submitting an Invoice, the Consultant shall certify that all subconsultants and suppliers having any interest or performing any of the Services in relation to the assigned Project have received their pro rata share of previous periodic payments to the Consultant for all Services completed and materials supplied. This certification shall be in the form designated by the County. The Consultant shall within 10 days of receipt of progress payments pay all subconsultants and suppliers performing any of the Services or supplying any of the materials with respect to the assigned Project their pro rata shares of the payment for all Services completed and materials supplied. The term "subconsultant", as used herein, shall mean a person(s) or firm(s) that enters into a subconsultant agreement with the Consultant for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services of an assigned Project for which partial payment has been made by the County and work done under equipment rental contracts.

7.9. Final Payment for an assigned Project. Subsequent to completion of the Services for an assigned Project and prior to final payment for that assigned Project, final accounting of the total amount of all payments shall be provided by the Consultant in the form of a detailed cost report showing Invoice number and date of Invoice for all costs sorted by trade division cost code as is maintained by the Consultant in its accounting system. Utilizing the final accounting of costs and the Consultant's records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment for an assigned Project is to be made subject to the County agreeing with the final accounting of cost and payment of Services of the Consultant. It is agreed and understood that the acceptance of the final payment for an assigned Project by the Consultant shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Services done or material furnished for an assigned Project under this Agreement. It is further agreed and understood that final payment is not due and payable and the County shall not be obligated to remit final payment for an assigned Project under the Agreement until the Consultant has provided a proper final accounting and any release or waiver of liens and claims or equivalent proof of payments to subconsultants and suppliers.

SECTION 8. CHANGE ORDERS

8.1. Change Orders shall only be used when necessary to clarify the RFQ requirements or Work Order(s) for the assigned Project(s), to provide for differences which result in the Consultant's work effort exceeding the amounts in a Work Order for an assigned Project, to provide for unforeseen services, work, or alterations in the RFQ requirements or a Work Order for an assigned Project which could not reasonably have been contemplated or foreseen, to settle contract claims, and to make an assigned Project functionally operational in accordance with the intent of the Agreement and Work Order. No work or services covered by a Change Order shall be performed before the County gives written authorization. Such written authorization shall set forth the prices or amount agreed upon and other pertinent information and shall be reduced to a written Change Order promptly. No payment shall be made on a Change Order prior to the County's written approval of the Change Order for an assigned Project. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Consultant hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

8.2. A Change Order shall also be used when a time extension is required due to any unforeseen circumstances; provided, Change Orders shall not be used for time extensions requested by the Consultant under circumstances or conditions attributable to the Consultant. Such Change Order shall set forth in writing the agreed amount of time for such extension.

SECTION 9. INSURANCE

The Consultant shall maintain throughout the term of this Agreement insurance of the following types and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage (any one fire) \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage,
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee
Professional Liability	\$1,000,000 per Claim and in the Aggregate

Either prior to, or simultaneously with the execution of this Agreement, the Consultant must deliver certificates of insurance for the required insurance coverage to the County’s Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation, employers liability, and professional liability, shall add **“Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear” as “Additional Insured.”** Consultant shall provide thirty (30) day prior written notification to the County’s Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Consultant shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

10.1. To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, including its officers and directors from 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 intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of the Agreement.

10.2. No negligence shall be attributed to Consultant based on any acts or omissions of County’s contractors or other consultants.

10.3. The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the

limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

10.4. No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

10.5. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. DEFAULT AND TERMINATION

11.1. Default. If the Consultant fails to satisfactorily perform any provision of this Agreement or a Work Order, fails to make progress so as to endanger performance under the terms and conditions of the Agreement, fails to perform on time, provides false or inaccurate information, fails to comply with the terms, conditions, and obligations of this Agreement or a Work Order, fails to comply with applicable rules, laws and regulations; or whenever the Consultant ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Consultant to be in default and may assert a default claim by giving the Consultant a written Notice of Default. Except for a default by the Consultant for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Consultant shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Consultant will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the County does not approve the cure plan, then the County may terminate this Agreement for cause.

11.2. Termination for Cause. Upon the failure or inability of the Consultant to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Consultant, the County may procure goods and/or services similar to those terminated, and the Consultant shall be liable for any excess costs incurred due to this action. If it is determined that the Consultant was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Consultant), the rights and obligations of the parties shall be those as provided in the Section for Termination for Convenience.

11.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give thirty (30) days prior written Notice of Termination to the Consultant, specifying when the termination is to become effective. In the event of any such termination, the Consultant shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of

termination, the Consultant shall be paid only for such Services as are specifically authorized in writing by the County.

11.4. Unless directed differently in the Notice of Termination, the Consultant, shall incur no further obligations in connection with the terminated services, and shall stop services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subconsultant agreements related to the terminated services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Consultant must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Consultant and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

11.5. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.

11.6. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

SECTION 12. REMEDIES

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 13. AUTHORITY TO SUSPEND SERVICES

The County Representative and/or Project Manager shall have the authority to suspend the Services for any assigned Project, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, other conditions which are considered unfavorable for the prosecution of the Services, or due to circumstances related to the assigned Project. Should the County be prevented or enjoined from proceeding with the Services either before or after the start of an assigned Project by reason of any litigation or other reason beyond the control of the County, the Consultant shall not be entitled to make or assert a claim for damage by reason of said delay, but time for completion of the assigned Project will be extended to such reasonable time as the County may determine and will be set forth in writing. In the event of any such suspension, the Consultant shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Consultant whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 14. PLANS AND DOCUMENT OWNERSHIP AND RECORDS

14.1. All documents, including, but not limited to, notes, files, evaluations, reports, studies, data, drawings, plans, maps, and other records and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant under this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County. Upon completion of this Agreement and/or an assigned Project, to the extent requested, all of the documents shall be delivered by the Consultant to the County within seven (7) days of the County making a request.

14.2. The Consultant shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County. Any use by the County of the documents, data and information contained therein, obtained by the County under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

SECTION 15. RETENTION OF RECORDS, ACCESS TO RECORDS AND RIGHT TO AUDIT

15.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Consultant and any of its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

15.2. All records connected with this Agreement must be retained for a period of at least five (5) years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

15.3. Failure of the Consultant or any of its subconsultants to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

15.4. The Consultant must require that each of its subconsultants will provide access to the subconsultant's records pertaining to the Service upon request by the County.

15.5. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 16. ACCURACY OF SERVICES

16.1. The Consultant shall be responsible for the accuracy of its Services, including Services by any subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the

responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

16.2. Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial engineering, design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

16.3. At any time during the construction of any assigned Project, the Consultant shall confer with the County for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the Consultant. The Consultant shall prepare all data to correct its errors and/or omissions without added compensation, even though final payment may have been received therefor.

SECTION 17. PUBLIC RECORDS

17.1. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the County to perform the Services. If the Consultant transfers all public records to the County upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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.

17.2. The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

17.3. The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, 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 Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- b. If the Consultant 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 Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 18. TAXES

In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

SECTION 19. APPROPRIATED FUNDS

The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 20. SCRUTINIZED COMPANIES CERTIFICATION

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

Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Consultant is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 21. NOTICE

All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Consultant:

Eisman & Russo
6455 Powers Ave.
Jacksonville, FL 32217
Attention: Antonio Mahfoud, President/CEO

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County
Manager
Copy to: Stephen Koteris, Project Manager

SECTION 22. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the lump sum or total not-to-exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of

negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

SECTION 24. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

24.1. The Consultant agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

24.2. The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 25. SUSPENSION AND DEBARMENT

By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency.

SECTION 26. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

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

26.2. By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

26.3. In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of

money involved or whether the Consultant has been placed on the convicted vendor list.

26.4. The Consultant will promptly notify the County if it or any subconsultant of the Consultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

SECTION 27. INDEPENDENT CONTRACTOR

Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Consultant is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 28. NO ASSIGNMENT

The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 29. NO THIRD-PARTY BENEFICIARIES

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

SECTION 30. CONFLICT OF INTEREST

Throughout the term of this Agreement, the Consultant must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Consultant’s duties and obligations provided under this Agreement.

SECTION 31. AMENDMENT OR MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party.

SECTION 32. FURTHER ASSURANCES

Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable

and necessary to effectuate the purposes and intents of this Agreement. The Consultant further agrees to execute such documents as the County may reasonably require.

SECTION 33. GOVERNING LAW AND VENUE

The terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 34. ATTORNEYS' FEES

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 35. WAIVER

No waiver by the County of any breach of any provision of this Agreement by the Consultant shall constitute a waiver of any other breach of either the same provision or of any other provision by the Consultant. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 36. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 37. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 38. COUNTERPARTS

The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 39. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties for the provision of the Services and supersedes all prior written agreements or understandings between the parties. No understanding, statement, representation, writing, agreement, course of conduct or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement shall be valid.

SECTION 40. ATTACHMENTS

All attachments to this Agreement are incorporated by reference as if set out fully herein:

- Attachment 1** Schedule of Hourly Rates
- Attachment 2** Work Order form
- Attachment 3** RFQ Scope of Services

SECTION 41. AUTHORITY

The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party. The parties are aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

[Signatures appear on the following page.]

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

EISMAN & RUSSO, INC.

By: *Antonio Mahfoud*
Antonio Mahfoud (Oct 21, 2021 11:02 EDT)

Print Name: Antonio Mahfoud

Print Title: President



CLAY COUNTY, a political subdivision of the State of Florida

By: *Mike Cella*
Mike Cella (Oct 20, 2021 14:43 EDT)

Mike Cella
Its Chairman

ATTEST:

Tara S. Green

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

ATTACHMENT 1
SCHEDULE OF
HOURLY RATES

NAME OF CONSULTANT Eisman & Russo, Inc.

Proposal Number RFQ No. 20/21-48 (Continuing Consulting Services for CEI)

SCHEDULE OF PROPOSED RATES - PRIME CONSULTANT

1. Loaded Direct Labor Rates

Senior Project Engineer	\$ <u>168.25</u> hr.
Project Administrator	\$ <u>136.70</u> hr.
Contract Support Specialist	\$ <u>92.00</u> hr.
Senior Inspector	\$ <u>89.40</u> hr.
Field Inspector	\$ <u>68.35</u> hr.
Field Inspector - Subdivisions	\$ <u>80.00</u> hr.
Clerical (Typist, Word Processor, Doc. Assembly, etc.)	\$ <u>39.45</u> hr.

ATTACHMENT 2
WORK ORDER
FORM

ATTACHMENT A

BASE AUTHORIZATION I.D.

Base Authorization: Contract/Agreement No. 2021/2022-_____

Clay County Contract/Agreement No. 2021/2022-_____ is included herein by reference and made a part hereof.

ATTACHMENT B

[Insert Consultant's Scope of Services]

ATTACHMENT C

[Insert Fee Summary for Consultant and any subconsultants]

ATTACHMENT D

[Insert Schedule of Hourly Rates – Attachment 1 to Agreement]

ATTACHMENT 3
RFQ SCOPE OF
SERVICES

SCOPE OF SERVICES

REQUEST FOR QUALIFICATIONS NO. 20/21-48 CONTINUING GENERAL ENGINEERING CONSULTING SERVICES FOR CONSTRUCTION ENGINEERING INSPECTION

PURPOSE

The County intends to contract with multiple, qualified firms for a two (2) year term with an option of two (2) one-year extensions to provide general engineering consulting (GEC) services for a variety of County projects and residential land subdivision projects involving construction engineering and inspection of transportation, drainage, site development, facilities and other related services.

GENERAL SCOPE STATEMENT

These required services vary and include, but are not limited to construction engineering & inspection (CEI), support to the County, including construction inspectors, construction plan reviews during project design by other consultants, project budget and schedule management and reporting and related services.

No guarantee of work

The County will request GEC services on an as-needed and as-requested basis. There is no guarantee that all or any of the services described in this Solicitation will be assigned during the term of the resulting Contract. The County reserves the right to request services from among the selected firms based upon the firm's capabilities and resources, record in providing qualified and experienced personnel, the expertise of the personnel to be provided, record of providing services in a timely manner, and the performance of the firm and its personnel on County projects.

The County reserves the right to add to, substitute or delete from time-to time, depending on the County's actual project workload and schedules, and to make project assignments based solely on its judgment as to which contracted GEC firm, if any, is the best most qualified to provide the desired services for a specific project or portion of a project.

Performance Evaluation

A work performance evaluation will be conducted periodically and at the completion of each various project.

SPECIFIC SCOPE OF SERVICE

The GEC will provide all professional, technical, clerical, subconsultant, subcontracting and other services necessary to completely perform the work order(s). The GEC will function as an extension or augmentation of the County's staff by providing qualified technical and professional personnel to perform the duties and responsibilities, when specifically assigned by authorized County staff under the terms of the Contract, in a

quality, timely and expeditious manner. The GEC will also provide particular expertise on an "as needed" basis to augment the County technical staff and its expertise. These services may be requested to be performed at County facilities during the performance of assigned work order.

Further, the GEC will provide these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff. In addition, the County may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document.

Work orders will normally take the form of long-term on-going assignments, major project assignments, project review tasks, long-term specific tasks, short-term specific tasks and emergency specific tasks. Consultants may be requested to perform work for any County Department or Division.

When work orders are proposed by the County, it may require contracted GECs to provide the County with a detailed approach, schedule and team (with team structure and resume's with education, experience, etc. pertaining to the particular task) proposed to perform the task. The approved work order will be executed by the County Manager. No task shall be performed by a GEC until after notice to proceed is received from the County.

Irrespective of whether the GEC provides direct services or uses a subconsultant, it is understood that the County's contract relationship is directly with the GEC, not with the GEC's subconsultants. The "Lead Person" in charge of the assigned work shall have a minimum of ten (10) years' experience performing the assigned work. All subconsultants shall be made aware of this relationship and, unless specifically agreed to by all parties, shall report directly to the GEC. All subconsultants performing assigned work for the GEC shall be prequalified by the FDOT in applicable areas or shall have a minimum of five (5) years of experience performing the assigned work.

The following summary is a general description and examples of potential work task services. It is understood that services under the Contract are not guaranteed to include all of the services listed, and that major tasks will require a more detailed description of the scope of work for that task or project.

The GEC shall provide Construction Management/Oversight and CEI services for horizontal (e.g., roadways, bridges, stormwater, traffic, parking lots, site development, etc.) including new construction, repair and retrofit projects; prepare record drawings, maintenance manuals and related documentation for such facilities.

The GEC will be responsible for construction management, engineering, inspection, testing and administrative functions, as defined in this Scope of Services and referenced manuals and procedures, normally handled by a FDOT Project Engineer, including Verification Testing (VT). The Construction Contractor will perform Quality Control (QC), independent of the GEC.

The GEC shall use effective control procedures, which will assure that the construction of the project is performed in reasonable conformity with the plans, specifications and contract provisions.

The GEC shall provide technical and administrative personnel meeting the requirements set forth in appropriate numbers at the proper times to ensure that the responsibilities assigned under this Scope of Services, and as otherwise assigned by the County, are effectively carried out. All services shall be performed in accordance with the established standard procedures and practices of the FDOT and the County. Prior to furnishing any services, the GEC shall be familiar with those standard procedures and practices as set forth in the documents listed in this Scope of Services and with best practices for construction engineering and contract administration for bridge and highway related construction and miscellaneous construction.

1. Professional Services Required

Firm responsibilities will include: recruiting, screening and training of personnel to ensure compliance with the County requirements; providing necessary backup personnel; providing worker's compensation, general liability and professional liability insurance; furnishing payrolls and other administrative services; and furnishing vehicles with auto liability coverage.

2. Personnel

The GEC will supply the County with qualified senior project engineering, project administration, contract support specialist, senior inspection, inspector and/or support personnel as needed by the County. The County may interview all proposed candidates and may elect to reject personnel for any reason based on that interview or during the period of the assigned work order. Thereafter, if a candidate does not perform effectively, the County will inform the GEC and may require the GEC to provide a qualified replacement. Qualified replacement personnel shall be provided to the County within one (1) week of written request.

All personnel proposed by the GEC are required to have the basic skills required to work in an engineering/construction environment. Skills such as good written and verbal communications, decision-making, record keeping, fundamental knowledge of engineering and construction practices and problem solving are required of all personnel. All personnel will report indirectly to the County. Examples of classifications and specific qualifications are outlined below; the County may require other classifications, as the need arises.

a. Senior Project Engineering

A qualified Senior Project Engineer must have a Civil Engineering degree, or equivalent, be registered in the State of Florida as a Professional Engineer at the time of assignment, and have ten (10)

years of engineering experience (2 years of which must have involved major road and bridge construction).

b. Project Administrator

A qualified Project Administrator must have a Civil Engineering degree, or equivalent, and six (6) years of responsible and related engineering experience (2 years of which must have involved construction of major road and bridge structures), or, in lieu of a Civil Engineering degree, have ten (10) years of responsible, progressive and related engineering experience (2 years of which must have involved construction of major road and bridge structures). The Project Administrator directs and assigns specific tasks to the construction management staff assigned to the project. The Project Administrator also assists in all phases of the construction project and is responsible for the progress and final pay estimates through the project's duration.

c. Contract Support Specialist

A qualified Contract Support Specialist must have four (4) years of road and bridge construction engineering inspection experience in performing/assisting with contract related duties (i.e., final pay estimates, contractor document processing, etc.), and completion of the FDOT's Final Estimates Preparation Seminar.

d. Senior Inspector

A qualified Senior Inspector must be a high school graduate, or equivalent, and have ten (10) years' experience in construction inspection, four (4) years of which must have been in bridge and/or roadway construction inspection, or a Civil Engineering degree and four (4) years of road and bridge Construction Engineering Inspection (CEI) experience. The Senior Inspector is responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator. Required qualifications include:

- CTQP Concrete Field Inspector Level I
- CTQP Concrete Transportation Construction Inspector (CTCI) Level II
- CTQP Asphalt Roadway Level I (if applicable)
- CTQP Asphalt Roadway level II (if applicable)
- CTQP Earthwork Construction Inspection Level I
- CTQP Earthwork Construction Inspection Level II
- CTQP Pile Driving Inspection (if applicable)

- CTQP Drilled Shaft Inspection (if applicable)
- FDOT Advanced MOT Certification
- CTQP Final Estimates Level I

e. Inspector

A qualified Inspector must be a high school graduate, or equivalent, and have two (2) years experience in roadway construction inspection. The Inspector is responsible for assisting the Senior Inspector or designated County Staff in the performance of his or her duties. Work is performed under general supervision from the Senior Inspector or designated County Staff, who reviews work while in progress. Required qualifications include:

- CTQP Concrete Field Inspector Level I
- CTQP Asphalt Roadway Level I (if applicable)
- CTQP Asphalt Roadway level II (if applicable)
- CTQP Earthwork Construction Inspector Level I
- CTQP Earthwork Construction Inspection Level II
- CTQP Final Estimates Level I

f. Support Personnel (Administrative)

A qualified secretary must be a high school graduate, or equivalent, have two (2) years of secretarial and/or clerical experience and type at a rate of 35 correct words per minute. Experience in the use of standard word processing software and ability to exercise independent initiative to help relieve the supervisor of clerical detail is required. Work is performed under the general supervision of the Senior Project Engineer, Project Administrator or designated County Staff.

3. Training

The GEC is responsible for supplying all contract personnel basic training as required for the position. The GEC shall be responsible for keeping qualified personnel supplied to the County, current with their training requirements, specifically safety training certificates, and the GEC shall supply the County documentation of all training, upon request.

4. Vehicles

The GEC shall provide vehicles meeting the actual project needs of field personnel using the vehicle. The vehicles provided will be economy pick-ups or midsize utility vehicles in good serviceable condition. Vehicles shall have the name of the GEC firm visibly displayed.

The GEC shall also provide office personnel with safety equipment and vehicles necessary for field work.

5. Equipment

The GEC shall furnish all equipment necessary to perform the duties of this scope of services. This may include those non-consumable, non-expendable items which are normally needed for a construction project, including but not limited to the following: facsimile machines, copiers, calculators, tape recorders/transcribers, typewriters, computers, word processors, printers, cameras, camcorders, communication equipment, fire extinguishers, first aid kits, flashers, hard hats, safety vests, life vests (if applicable), rain gear, portable water coolers, gauges, engineering scales, tape measures, drafting tools, measuring wheels, thermometers, flashlights, speedy moisture kits and turbidity meters, etc.

For embedded GEC staff, the County shall furnish office space and office equipment (i.e. copier, fax, printer, notebook computer, etc.)

The GEC shall be responsible for providing and maintaining the necessary vehicles or transportation for the performance of its duties on the project throughout the duration of the Contract.

The GEC shall retain responsibility for risk of loss or damage to said equipment during performance of this Contract. Field office equipment shall be maintained and in operational condition at all times.

6. Cooperation and Performance of the GEC

During the life of this Contract, the County may conduct independent assurance reviews of the various phases of the GEC construction management operations, such as construction inspection, materials sampling, testing and administrative activities. Reviews will be conducted to determine compliance with this Scope of Services and the sufficiency with which procedures are being effectively applied to assure that the construction work and administrative activities are performed in reasonable conformity with County policies, plans, specifications contract provisions, and industry best practices. The GEC shall cooperate and assist County representatives in conducting the reviews. When deficiencies are indicated in a review, remedial action shall be immediately implemented by the GEC. The GEC actions are to be properly documented by the GEC Senior Project Engineer. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation shall not be allowed for remedial action taken by the GEC to correct deficiencies. Remedial actions are not necessarily limited to, but may include any or all of the following actions:

- a. Reduction in number of assigned inspection personnel, reassignment of inspection personnel or assignment of additional inspection personnel. The GEC will comply with this action within one (1) week of notification.

- b. Replacement of personnel whose performance has been determined by the SMPDC to be inadequate. When requested by the SMPDC, any person whose performance has been determined to be inadequate shall be immediately removed.
- c. An increase in the frequency of the job control testing immediately in the appropriate phases of work where such is the responsibility of the GEC.
- d. An increase in the scope and frequency of all training conducted by the GEC.

7. General Requirements

The GEC shall provide services as necessary to manage and administer assigned construction contracts in a manner that assures the projects are constructed in reasonable conformity with the plans, specifications and contract provisions.

The GEC shall be required to observe the Contractor to ensure the materials and methods used by the Contractor conform to the specifications, plans and other construction contract provisions.

No GEC under contract with the County on a project shall be permitted to subcontract with the Contractor to perform Quality Control or any other services on the same construction project.

It shall be the responsibility of the GEC to review the construction drawings and specifications for errors and omissions and provide recommendations to the County as to actions to take to avoid claims from the Construction Contractor. This service may, at the sole discretion of the County, occur during the bidding phase, as well as during construction as a normal course of duties. Any errors or omissions of the construction drawings and specifications shall immediately be brought to the attention of the County. If such errors or omissions are discovered after the project is bid, the GEC shall identify to the County any additional costs (including "premium" costs" - costs in excess of those that would normally have been expected if the work had been included in the project bid) to be borne by the County.

The GEC shall advise the County of any omissions, substitutions, defects and deficiencies noted in the work of the Contractor, prior to the corrective action being taken, and of the proposed corrective work. If the corrective action involves a substantive change to the project design, the GEC shall also advise the County and project Engineer of Record (EOR) and obtain approval of the change prior to implementation, if time and field conditions allow. If time or field conditions do not allow such consultation and approval, the County and EOR shall be advised of the situation ASAP, in order to ensure integrity of the design is maintained. Drawings noting such changes shall be signed, sealed and dated by a Florida Professional Engineer. The work provided by the GEC shall, in no way, relieve the

Contractor of responsibility for the satisfactory performance of the construction contracts.

8. QC/QA Inspection Services

a. General:

The Contractor is responsible for Quality Control (QC) materials testing and certification of the construction project in accordance with the construction contract documents. The GEC shall monitor the Contractor's materials testing and certification and perform verification testing to insure the quality of the materials entering into the work. The GEC shall monitor the Contractor's operations to insure that the project will be completed in reasonable conformity with the plans, specifications and other contract provisions. The GEC shall keep detailed, accurate records of the Contractor's daily operations and significant events that affect the work.

b. The standard procedures and practices of the FDOT for inspection of construction projects are set out in the Construction Projects Administration Manual (CPAM) and Facilities Design Manual. In general, the GEC shall perform inspection services in accordance with these standard procedures and practices and other accepted industry practices as may be appropriate; and shall perform incidental engineering surveys as may be necessary to verify and confirm the accuracy of the Contractor's work in substantial conformance with the plans and specifications.

c. The inspector shall complete a daily report every day, including each operation and location of construction that has been assigned. It is very important for the daily report to be filled out completely and accurately. In addition to the standard information, the inspector should record any significant lapses of the Contractor's QC.

9. Verification Testing

The Contractor is responsible for performing verification sampling and testing of component materials and completed work items to the extent necessary to assure that the materials and workmanship incorporated in each project are in reasonable conformity with the plans, specifications and contract provisions. The sampling frequencies for Materials Sampling, Testing and Reporting shall be determined by the GEC. The GEC is responsible for the construction project QA Program (verification reviews and testing) to oversee the Contractor's QC Program.

10. Personnel Training and Certification

Provide qualified personnel for sampling, testing and inspection of materials and construction activities. Ensure that qualifications are maintained during the course of sampling, testing and inspection. Continuance of the GEC

qualifications is subject to satisfactory results from periodic Independent Assurance evaluations conducted by the County.

11. Contract Administration Services

All records and documentation will be in accordance with standard County and FDOT procedures, formats and content. Services include, but are not limited to, the following:

- a. Schedule and conduct construction progress meetings, usually every two (2) weeks, with the Contractor, subcontractors, County Staff and utility companies to review construction progress, schedules, problems or other areas of concern. The County will determine when the EOR is to be included in the progress meetings. During this meeting, discuss the contractor's request for weather days since the previous meeting and come to an agreement on these days. Determine if there are any DBE or other issues and come to an agreement on how, who and when those issues will be addressed and resolved. Prepare and distribute minutes of these meetings.
- b. Assist the County scheduling and conducting a pre-construction conference for the project. Record significant information revealed and decisions made at this conference and distribute copies of these minutes to the appropriate parties.
- c. Once each month, prepare a comprehensive tabulation of the quantity of work satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the Monthly Progress Estimate. Quantities shall be reviewed with the Contractor's representative prior to submission of the pay estimate to the County
- d. Analyze changes to the plans, specifications, contract provisions and extra work, which appear to be necessary to carry out the intent of the contract. When it is determined that a change or extra work is necessary and within the scope of the original contract, recommend such changes to the County for approval.
- e. Monitor the Contractor's schedule in accordance with the requirements in the contract documents. Take appropriate action to insure that the Contractor achieves his project schedule commitments.
- f. In the event that the Contractor gives notice to the GEC, either written or verbal, that he deems certain work to be performed is beyond the scope of the contract and it intends to claim additional compensation, the GEC shall immediately notify the County and maintain accurate cost account records of such work. These records shall include labor

(including labor classifications), equipment utilization and materials installed (temporary or permanent) in the portion of the work in dispute.

- g. During construction, verify critical elevations of roadway, bridge, stormwater and other applicable structures, particularly those of stormwater facilities. Certify completion of construction in substantial accordance with the approved construction plans. Certify completion of construction of stormwater facilities in accordance with applicable permits to permitting agencies on appropriate forms.
- h. Upon completion of the project, prepare and submit to the County a Final Estimate, with backup computations. The GEC shall also check and verify the accuracy of the as-built plans that are prepared and submitted by the Contractor. In addition, the GEC will maintain and provide sufficient information to enable preparation of a complete set of Record Drawings (as-built plans) by the EOR. This effort will include the marking of changes (during construction) on a set of construction drawings and providing supplemental information for such items as sign structures, box culverts, retaining walls and other structures for which the necessary pertinent information is supplied by a vendor or subcontractor. This information will be provided to the EOR for the preparation of the set of Record Drawings.
- i. Review the Contractor's Certified Payrolls for compliance with contract reporting and certification requirements on Federally-Funded projects, or as otherwise requested by the County; conduct field interviews of contractor and subcontractor employees to verify reported payroll information.
- j. Monitor the Contractor's compliance with contract requirements regarding DBE utilization.
- k. Monitor construction activities to the extent necessary to determine whether construction activities violate the requirements of any permits. If the project requires the use of the NPDES General Permit, supply at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors" to perform the project's erosion control inspections. Notify the Construction Contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to the County immediately.
- l. Shop drawing/sample submittals and approvals shall be coordinated and shall include monitoring the status of each submittal as it progresses through review and approval. The GEC shall actively encourage all reviewers to accomplish reviews promptly.

- m. Provide coordination between the Contractor and utility companies to assure that conflicting utilities are removed, adjusted or protected in place in a timely manner to minimize delays to construction operations.
- n. Provide a digital photo and video log of the project prior to, during and after major construction activities, with heavy emphasis on potential claim items/issues.
- o. Create or process Requests For Information (RFIs), which provide interpretations of the plans and specifications, or answers to questions, problems, proposed changes, etc., as necessary to maintain uninterrupted progress on the project. The Project Administrator may request a response from the EOR and will consult with the County when a response involves complex issues or may have an impact on the cost of performing the work. The EOR and the County for the project will be copied on all RFIs.
- p. Immediately notify the County of any potential Errors and Omissions issues during the course of the project. The County will involve the EOR in resolution of these matters.
- q. Maintain records of all sampling and testing accomplished and analyze such records required to ascertain acceptability of materials and completed work items.
- r. Evaluate Value Engineering Change Proposals in cooperation with the Engineer of Record (EOR) and County, provide input as to whether or not proposed changes are essentially equal to the contract specified work, and provide an evaluation of the estimated savings and recommendation to the County.
- s. When it is determined that a modification to the contract for the project is required due to a necessary change in the character of the work, negotiate or assist the County in the negotiation of prices with the Contractor and support the preparation of a Supplemental Agreement or Change Order in accordance with applicable County policy; document evaluations of proposed contract changes and submit with the GEC's recommendation.
- t. All Potential Change Orders (PCO) shall be tracked and a status report maintained and updated on a monthly basis. This status report shall be a cooperative effort between Project Administrator and the County.
- u. In the event the Contractor submits a request for an extension of the allowable contract time other than for weather delays, analyze the request and prepare a recommendation, with evaluation documentation,

to the County as to the accuracy of statements and the actual impact on the Contractor's controlling items of work.

- v. Maintain a complete log of all required submittals, such as shop drawings, noting the dates of first submission and subsequent reviews and re-submittals, approvals, etc. The GEC team shall take note of and ensure that any changes are properly carried through to construction and shall further record, report, make recommendations and act on any circumstances, which affect the progress or cost of the work. Shop drawings shall also include any manuals or similar documents outlining proposed construction procedures submitted by the Construction Contractor.
- w. Conduct and document field reviews of the maintenance of traffic operations.
- x. Maintain on a daily basis a complete and accurate record of all activities and events relating to the project and a record of all work completed by the Contractor, including quantities of pay items. The GEC shall report apparent significant changes in quantity, time or cost, as they are noted, to the County.
- y. Upon request of the County, provide constructability reviews and consultation with the EOR during the design process at 60% and 90% plan submittals.
- z. Upon request by the County, review final bid plans and contract documents for completeness and quantity take-off; report any comments/suggestions for improvements and discrepancies between plans and pay item lists to the County, before bid documents are released.

12. Contractor's Schedule

The GEC shall analyze the Contractor's Schedule for feasibility, completeness and flow of activities, assuring that this schedule meets the requirements of the contract documents. The purpose of this review is to validate that the schedule is functional, that the information provided is reasonable, that the schedule can be tracked by the GEC and that the Contractor's plan for completing the project within the allowed contract time, or earlier, is reasonable. The Contractor's schedule will be updated to include the actual start dates and durations of activities.

The GEC shall provide the Contractor with a written review that identifies any significant omissions, improbable durations, or errors in logic. The review will include recommendations to the Contractor that are pertinent to the planning and scheduling of the project work and completion of the project within the allowed contract time.

The Contractor is required to provide a two-week look-ahead schedule, indicating planned work for discussion at the bi-weekly progress meetings. The planned work activities are to be reviewed with all affected utility companies and other parties.

13. Personnel

a. General Requirements

The GEC shall provide a sufficient number of qualified personnel to effectively perform its responsibilities under this Section of the Scope of Services.

b. Personnel Training and Certification

The GEC shall utilize only competent personnel who are qualified by experience and education. The GEC shall submit in writing to the County the names of all personnel to be considered for assignment to the construction projects, together with a detailed resume with respect to education and experience qualification for each individual.

c. Staffing

The GEC shall determine the number and type of personnel needed to adequately staff and carry out the responsibilities of this Scope of Services. The GEC shall submit a chart detailing the proposed staffing and the duration of each position.

The chart will be submitted to the County with the proposal for each project assignment. The GEC shall maintain an appropriate staff after completion of construction to complete the final estimate and close out of the project. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements, shall be available to resolve disputes.

d. Subconsultant Services

The GEC may subcontract for engineering inspection, materials testing, aerial photography or specialized professional services. Subcontracts must be approved by the County. The costs of negotiating, administering, managing, coordinating, supervising, processing and quality control of all subcontract services shall be covered by the GEC's overhead rate.

CLAY COUNTY AGREEMENT/CONTRACT NO. 2021/2022-8 RN2

**SECOND RENEWAL AND AMENDMENT TO AGREEMENT FOR CONTINUING
GENERAL ENGINEERING CONSULTING SERVICES FOR
CONSTRUCTION ENGINEERING INSPECTION**

This Second Renewal and Amendment to Agreement for Continuing General Engineering Consulting Services for Construction Services for Construction Engineering Inspection (“Second Renewal”) is entered into this ____ day of October, 2024, between England, Thims & Miller, Inc., a Florida Profit Corporation (“Consultant”), and Clay County, a political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, on October 12, 2021, the parties entered into the Agreement for Continuing General Engineering Consulting Services for Construction Services for Construction Engineering Inspection, Clay County Agreement/Contract No. 2021/2022-8 (“Agreement”), attached hereto as **Exhibit A** and incorporated herein by reference, wherein Consultant agreed to provide general engineering consulting services for a variety of County projects and residential land subdivision and development projects; and

WHEREAS, the amounts for each Project assigned under the Agreement are based on the Schedule of Hourly Rates attached to the Agreement as Attachment 1; and

WHEREAS, the Agreement provides for an initial two year term beginning on October 12, 2021 and continuing through October 11, 2023, with the option to renew the Agreement for two additional one year periods upon written renewal executed by the parties; and

WHEREAS, on September 26, 2023, the parties entered into the First Renewal to renew the Agreement for an additional one year period commencing October 12, 2023 and continuing through October 11, 2024; and

WHEREAS, the Consultant has requested a 5% increase to its hourly rates for the second renewal term as set forth in amended Attachment 1 attached hereto; and

WHEREAS, the parties wish to enter into this Second Renewal to renew the Agreement for an additional one year period commencing October 12, 2024 and continuing through October 11, 2025 and amend the Consultant’s hourly rates as set forth herein

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. The Agreement is hereby renewed for an additional one year period commencing on October 12, 2024 and continuing through October 11, 2025 (second renewal term).

3. During this second renewal term, the Consultant's hourly rates shall be the adjusted hourly rates reflected in amended Attachment 1 attached hereto. Accordingly, Attachment 1 (Schedule of Hourly Rates) to the Agreement is hereby removed from the Agreement and replaced in its entirety with amended Attachment 1 (Schedule of Hourly Rates) attached to this Second Renewal.

4. Human Trafficking Attestation. In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

- a. The Consultant does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
- b. If, at any time in the future, the Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
- c. By execution of this Second Renewal, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

5. The Consultant hereby certifies that all executed certifications which are attached and/or made a part of the Agreement are still valid.

6. All provisions in the Agreement, and any amendments, attachments, schedules or exhibits thereto in conflict with this Second Renewal shall be and hereby are changed to conform to this Second Renewal.

7. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this Second Renewal are incorporated herein and shall remain in full force and effect.

8. This Second Renewal may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

9. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Second Renewal and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Second Renewal on behalf of such party and that the Second Renewal will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal as of the date and year first written above.

ENGLAND, THIMS, & MILLER, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____

Jim Renninger
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

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**AMENDED
ATTACHMENT 1
SCHEDULE OF
HOURLY RATES**

**ENGLAND, THIMS, & MILLER, INC.
HOURLY RATE**

<u>Classification</u>	<u>Fully Loaded Rate</u>
Senior Project Engineer	\$263.32
Project Administrator	\$190.09
Assist. Project Administrator	\$138.43
Senior Inspector	\$107.50
Inspector	\$88.74
Inspector Aide	\$58.83
Private Development (Inspector Level)	\$80.00



EXHIBIT A

Clay County Agreement/Contract No. 2021/2022 – 8

AGREEMENT FOR CONTINUING GENERAL ENGINEERING CONSULTING SERVICES FOR CONSTRUCTION ENGINEERING INSPECTION

This Agreement for Continuing General Engineering Consulting Services for Construction Engineering Inspection (“Agreement”) is made and entered into as of the 12th day of October, 2021 (“Effective Date”) between England, Thims & Miller, Inc., a Florida Profit Corporation (“Consultant”) and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued a Request for Qualifications, RFQ No. 20/21-48 (“RFQ”) to solicit and engage multiple licensed and qualified consultants to provide general engineering consulting services for a variety of County projects and residential land subdivision projects involving construction engineering and inspection of transportation, drainage, site development, facilities and other related services; and

WHEREAS, the Consultant responded to the RFQ with a proposal to offer the requested services (“Consultant’s Response”); and

WHEREAS, the County evaluated and ranked the qualifications submitted in accordance with Section 287.055, Florida Statutes, and the County selected the Consultant as one of the four selected consultants based on the Consultant’s Response and approved ranking; and

WHEREAS, the Consultant is licensed and qualified to provide professional services in engineering and design; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFQ, including all addendums and clarifications thereto, and the Contractor’s Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Consultant desires to provide and perform the services as requested and assigned by the County in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. PROJECT DESCRIPTION

1.1. Projects shall be assigned by the County to the Consultant on an as needed and as requested basis as set forth in Section 2 during the term of this Agreement and shall consist of a variety of County projects and residential land subdivision and development projects. The required Services will vary from project to project and will include, but are not limited to, construction engineering

and inspection (CEI), construction inspectors, construction plan reviews during project design by other consultants, land subdivision and development inspectors, project budget and schedule management, reporting, engineering and inspection of transportation, drainage, site development, facilities, and other general engineering consulting services. The Consultant may be requested to perform Services for any County Department or Division.

1.2. For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Stephen Koteris, Senior Construction Project Manager with the County's Engineering Department or his designated representative.

SECTION 2. SCOPE OF SERVICES

2.1. When Services are needed by the County for a particular Project, the County will request Services from the Consultant. The Consultant shall develop and provide to the Project Manager for review and approval a Scope of Services that includes a time schedule for the Project along with a Fee Summary for the Services to be performed by the Consultant and any subconsultants and a Lump Sum or Not-to-Exceed amount for the Project based on the Schedule of Hourly Rates attached hereto as **Attachment 1** and incorporated herein by reference. If the Scope of Services, Fee Summary, and Lump Sum or Not-to-Exceed amount for the Project are mutually agreeable, the County will prepare a Work Order in the general form attached hereto as **Attachment 2** for the particular Project. A Project is not officially assigned to the Consultant and the Consultant shall not commence Services on any Project under this Agreement until a Work Order is executed by the County Manager and the Consultant and the Project Manager issues a Purchase Order/Notice to Proceed to the Consultant for the assigned Project. The fully executed Work Order shall become a part of this Agreement.

2.2. The Contractor shall perform all Services for each assigned Project in accordance with the RFQ Scope of Services attached hereto as **Attachment 3** and incorporated herein by reference, the Scope of Services developed by the Consultant for each assigned Project, and the Work Order issued by the County for the assigned Project (the "Services"). The County will provide available information regarding existing facilities, such as drawings, as-built drawings, legal description, easements, rights of way, agreements with any utilities, or any other information in County's possession which is necessary or useful in connection with an assigned Project.

2.3. In performing the Services, the Consultant will provide all professional, technical, clerical, subconsultant, subcontracting, and other services necessary to completely perform the Services for each assigned Project. The Consultant will function as an extension or augmentation of the County's staff by providing qualified technical and professional personnel to perform the duties and responsibilities, when specifically assigned by authorized County staff under the terms of the Agreement, in a quality, timely and expeditious manner.

2.4. Once a Project is assigned to the Consultant, the Consultant shall meet with the Project Manager as arranged by the Project Manager to review the status of the Services, the progress of the assigned Project, upcoming critical activities, and overall performance. In addition to the meetings, the Consultant must also provide to the Project Manager thorough and accurate monthly

progress reports with each Invoice detailing the status of the assigned Project and overall progress, identifying forecasted Services to be performed, and timeframe of the Services.

2.5. The Consultant shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws (“Standard of Care”). The Consultant shall be responsible for the quality, technical accuracy, completeness, and coordination of all designs, drawings, specifications and other services furnished by the Consultant and its subconsultants and/or vendors under this Agreement.

2.6. In entering into this Agreement, the Consultant represents that it now has or will secure all personnel required to perform all Services under this Agreement. The Consultant shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services for each assigned Project pursuant to the requirements of this Agreement. Consultant shall ensure that the personnel assigned to perform the Services shall comply with the terms of this Agreement. Consultant shall ensure that all personnel assigned to perform the Services are fully qualified and capable to perform their assigned tasks. The Consultant shall submit in writing to the Project Manager the names of key personnel proposed for assignment to each assigned Project. The Consultant shall be responsible for ensuring that all personnel and any subconsultants performing any Services under this Agreement have current licenses and permits required to perform the Services. The County reserves the right to interview all proposed or assigned personnel. If Consultant’s personnel or one of its subconsultant personnel is deemed unsatisfactory by the County for any reason, the Consultant will remove the unsatisfactory personnel from performing Services on the assigned Project(s) and replace them as soon as possible without cost to the County or impact to the assigned Project(s) in any way. Removal of the personnel is the sole decision of the County.

2.7. In performance of the Services, the Consultant is bound by and shall comply with all applicable federal, state, and local laws and regulations. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but not limited to, those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Health, and Florida Fish and Wildlife Conservation Commission.

2.8. The County, by virtue of this Agreement, gives the Consultant no guarantee of any services or any specific amount of services or Work Orders that may be issued or assigned during the term of this Agreement.

2.9. The Services will be provided by the Consultant on a non-exclusive basis. The County reserves the right to add to, substitute or delete from time-to-time, depending on the County’s actual project workload and schedules, and to make project assignments based solely on its judgment as to which consultant, if any, is the best most qualified consultant to provide the desired services for a specific project or portion of a project. In making project assignments, the County may consider the consultants’ capabilities and resources, record in providing qualified and

experienced personnel, expertise of the personnel to be provided, record of providing services in a timely manner, and the performance of the consultants and their personnel on County projects.

2.10. A performance evaluation of the Consultant will be conducted periodically by the County and at the completion of each assigned Project.

2.11. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a “Force Majeure”. For purposes of this Agreement, the term “Force Majeure” means any cause, action or agency delaying or preventing the performance of a party’s obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a Force Majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 3. ADDITIONAL SERVICES AND FEES

If the County identifies or the Consultant recommends any additional services to be provided by the Consultant that are not covered under the Agreement but are beneficial to the County or an assigned Project, such additional services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Consultant and authorized in writing by the County.

SECTION 4. TERM AND TIMELY PERFORMANCE

4.1. The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of two (2) years from this date, unless otherwise terminated as provided herein. The County has the sole option to renew the Agreement for two (2) additional one (1) year periods if it is deemed to be in the County’s best interest to do so.

4.2. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Services associated with an assigned Project. The Contractor agrees to timely perform all necessary Services to complete an assigned Project in accordance with this Agreement, the Work Order for the assigned Project, and the Purchase Order/Notice to Proceed issued for the Work Order.

SECTION 5. SUBCONSULTANTS

5.1. The Consultant shall obtain prior written authorization from the County for the utilization of any subconsultants in connection with the Services to be performed under this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County.

5.2. Any subconsultant utilized by the Consultant shall be supervised and compensated by the Consultant.

5.3. The Consultant shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subconsultants and of persons directly or indirectly employed by them.

5.4. The Consultant shall cause appropriate provisions under this Agreement to be inserted in all subconsultant agreements relative to the Services giving the Consultant the same powers that the County may exercise over the Consultant under any provision of this Agreement.

5.5. Nothing in the Agreement shall be construed as providing any subconsultant with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 6. PAYMENT FOR SERVICES

6.1. Payments will be made by the County to the Consultant for all Services actually, timely and satisfactorily rendered for an assigned Project on a Lump Sum or Not-to-Exceed basis in accordance with the Work Order for the assigned Project upon presentation of an Invoice submitted to the County on a monthly basis in accordance with Section 7. The mutually agreed upon Lump Sum or Not-to-Exceed amount for each assigned Project will be based on the hourly rates located in **Attachment 1**.

6.2. The Schedule of Hourly Rates in **Attachment 1** includes the Services performed by the Consultant and its subconsultants, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Consultant's performance of the Services.

SECTION 7. PAYMENT PROCEDURES

7.1. As used in this Section, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Consultant under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Project Manager. All payments for the Services shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have 45 days in which to make payment.

7.2. The Consultant shall submit an Invoice to the Project Manager no more than once per month based on the amount of Services done or completed for an assigned Project. The amount of the monthly payment shall be the total value of the Services rendered for an assigned Project to the date of the Invoice, in accordance with the allocations and Lump Sum or Not-to-Exceed amount set forth in the Work Order for the assigned Project based on the hourly rates in **Attachment 1**, less requests previously submitted and payments made.

7.3. Invoices shall be signed by the Consultant and must include the following information and items:

- 1) The Consultant's name, address and phone number, including payment remittance address.
- 2) The name, address and phone number of the Consultant'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) Reference to the Work Order and Purchase Order/Notice to Proceed authorizing performance of the Services.
- 6) The period of the Services covered by the Invoice.
- 7) The total amount of payment requested broken down by the Services performed for the assigned Project, the Lump Sum or Not-to-Exceed for the assigned Project, the total amount previously requested, and the total amount paid to date.
- 8) A progress report detailing the Services performed for which payment is requested in sufficient detail to permit the Project Manager to evaluate whether the Services have been properly performed in full accordance with this Agreement and Work Order for the assigned Project.
- 9) Supporting documentation necessary to satisfy auditing requirements, for cost and Services completion.
- 10) Contain a certification that the Services for the assigned Project have been performed and have progressed to the level for which payment is requested, that the Services have been properly performed in full accordance with the Agreement and Work Order for the assigned Project, that all amounts have been paid by the Consultant for Services for which previous Invoices were issued and payments received from the County, and that the Consultant knows of no reason why payment should not be made as requested.
- 11) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

7.4. Promptly upon receipt of an Invoice submitted under this Section, the Project Manager shall date stamp the same as received. Thereafter, the Project Manager shall review the Invoice and may also review the Services as delivered, installed or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this

Agreement. If the Project Manager determines that the Invoice does not conform with the applicable requirements of the Agreement or this Section or that the Services within the scope of the Invoice have not been properly delivered, installed or performed in full accordance with the Agreement and Work Order for the assigned Project, the Project Manager shall notify the Consultant in writing within 15 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Consultant is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

7.5. By the submittal of an Invoice hereunder, the Consultant shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Consultant or any other person or entity for failure to make payment.

7.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting with the County Manager between the Consultant's representative and the Project Manager, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

7.7. To the extent not otherwise expressly provided in the Agreement, any work or services performed under a subconsultant agreement for which the County has agreed to reimburse the Consultant shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Consultant. No other work or services performed under a subconsultant agreement shall be reimbursed.

7.8. Prior to submitting an Invoice, the Consultant shall certify that all subconsultants and suppliers having any interest or performing any of the Services in relation to the assigned Project have received their pro rata share of previous periodic payments to the Consultant for all Services completed and materials supplied. This certification shall be in the form designated by the County. The Consultant shall within 10 days of receipt of progress payments pay all subconsultants and suppliers performing any of the Services or supplying any of the materials with respect to the assigned Project their pro rata shares of the payment for all Services completed and materials supplied. The term "subconsultant", as used herein, shall mean a person(s) or firm(s) that enters into a subconsultant agreement with the Consultant for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services of an assigned Project for which partial payment has been made by the County and work done under equipment rental contracts.

7.9. Final Payment for an assigned Project. Subsequent to completion of the Services for an assigned Project and prior to final payment for that assigned Project, final accounting of the total amount of all payments shall be provided by the Consultant in the form of a detailed cost report showing Invoice number and date of Invoice for all costs sorted by trade division cost code as is maintained by the Consultant in its accounting system. Utilizing the final accounting of costs and the Consultant's records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment for an assigned Project is to be made subject to the County agreeing with the final accounting of cost and payment of Services of the Consultant. It is agreed and understood that the acceptance of the final payment for an assigned Project by the Consultant shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Services done or material furnished for an assigned Project under this Agreement. It is further agreed and understood that final payment is not due and payable and the County shall not be obligated to remit final payment for an assigned Project under the Agreement until the Consultant has provided a proper final accounting and any release or waiver of liens and claims or equivalent proof of payments to subconsultants and suppliers.

SECTION 8. CHANGE ORDERS

8.1. Change Orders shall only be used when necessary to clarify the RFQ requirements or Work Order(s) for the assigned Project(s), to provide for differences which result in the Consultant's work effort exceeding the amounts in a Work Order for an assigned Project, to provide for unforeseen services, work, or alterations in the RFQ requirements or a Work Order for an assigned Project which could not reasonably have been contemplated or foreseen, to settle contract claims, and to make an assigned Project functionally operational in accordance with the intent of the Agreement and Work Order. No work or services covered by a Change Order shall be performed before the County gives written authorization. Such written authorization shall set forth the prices or amount agreed upon and other pertinent information and shall be reduced to a written Change Order promptly. No payment shall be made on a Change Order prior to the County's written approval of the Change Order for an assigned Project. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Consultant hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

8.2. A Change Order shall also be used when a time extension is required due to any unforeseen circumstances; provided, Change Orders shall not be used for time extensions requested by the Consultant under circumstances or conditions attributable to the Consultant. Such Change Order shall set forth in writing the agreed amount of time for such extension.

SECTION 9. INSURANCE

The Consultant shall maintain throughout the term of this Agreement insurance of the following types and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage (any one fire) \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage,
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee
Professional Liability	\$1,000,000 per Claim and in the Aggregate

Either prior to, or simultaneously with the execution of this Agreement, the Consultant must deliver certificates of insurance for the required insurance coverage to the County’s Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation, employers liability, and professional liability, shall add **“Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear” as “Additional Insured.”** Consultant shall provide thirty (30) day prior written notification to the County’s Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Consultant shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

10.1. To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, including its officers and directors from 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 intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of the Agreement.

10.2. No negligence shall be attributed to Consultant based on any acts or omissions of County’s contractors or other consultants.

10.3. The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the

limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

10.4. No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

10.5. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. DEFAULT AND TERMINATION

11.1. Default. If the Consultant fails to satisfactorily perform any provision of this Agreement or a Work Order, fails to make progress so as to endanger performance under the terms and conditions of the Agreement, fails to perform on time, provides false or inaccurate information, fails to comply with the terms, conditions, and obligations of this Agreement or a Work Order, fails to comply with applicable rules, laws and regulations; or whenever the Consultant ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Consultant to be in default and may assert a default claim by giving the Consultant a written Notice of Default. Except for a default by the Consultant for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Consultant shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Consultant will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the County does not approve the cure plan, then the County may terminate this Agreement for cause.

11.2. Termination for Cause. Upon the failure or inability of the Consultant to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Consultant, the County may procure goods and/or services similar to those terminated, and the Consultant shall be liable for any excess costs incurred due to this action. If it is determined that the Consultant was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Consultant), the rights and obligations of the parties shall be those as provided in the Section for Termination for Convenience.

11.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give thirty (30) days prior written Notice of Termination to the Consultant, specifying when the termination is to become effective. In the event of any such termination, the Consultant shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of

termination, the Consultant shall be paid only for such Services as are specifically authorized in writing by the County.

11.4. Unless directed differently in the Notice of Termination, the Consultant, shall incur no further obligations in connection with the terminated services, and shall stop services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subconsultant agreements related to the terminated services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Consultant must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Consultant and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

11.5. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.

11.6. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

SECTION 12. REMEDIES

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 13. AUTHORITY TO SUSPEND SERVICES

The County Representative and/or Project Manager shall have the authority to suspend the Services for any assigned Project, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, other conditions which are considered unfavorable for the prosecution of the Services, or due to circumstances related to the assigned Project. Should the County be prevented or enjoined from proceeding with the Services either before or after the start of an assigned Project by reason of any litigation or other reason beyond the control of the County, the Consultant shall not be entitled to make or assert a claim for damage by reason of said delay, but time for completion of the assigned Project will be extended to such reasonable time as the County may determine and will be set forth in writing. In the event of any such suspension, the Consultant shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Consultant whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 14. PLANS AND DOCUMENT OWNERSHIP AND RECORDS

14.1. All documents, including, but not limited to, notes, files, evaluations, reports, studies, data, drawings, plans, maps, and other records and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant under this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County. Upon completion of this Agreement and/or an assigned Project, to the extent requested, all of the documents shall be delivered by the Consultant to the County within seven (7) days of the County making a request.

14.2. The Consultant shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County. Any use by the County of the documents, data and information contained therein, obtained by the County under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

SECTION 15. RETENTION OF RECORDS, ACCESS TO RECORDS AND RIGHT TO AUDIT

15.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Consultant and any of its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

15.2. All records connected with this Agreement must be retained for a period of at least five (5) years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

15.3. Failure of the Consultant or any of its subconsultants to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

15.4. The Consultant must require that each of its subconsultants will provide access to the subconsultant's records pertaining to the Service upon request by the County.

15.5. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 16. ACCURACY OF SERVICES

16.1. The Consultant shall be responsible for the accuracy of its Services, including Services by any subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the

responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

16.2. Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial engineering, design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

16.3. At any time during the construction of any assigned Project, the Consultant shall confer with the County for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the Consultant. The Consultant shall prepare all data to correct its errors and/or omissions without added compensation, even though final payment may have been received therefor.

SECTION 17. PUBLIC RECORDS

17.1. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the County to perform the Services. If the Consultant transfers all public records to the County upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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.

17.2. The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

17.3. The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, 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 Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- b. If the Consultant 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 Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 18. TAXES

In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

SECTION 19. APPROPRIATED FUNDS

The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 20. SCRUTINIZED COMPANIES CERTIFICATION

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

Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Consultant is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 21. NOTICE

All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Consultant:

England, Thims & Miller
14775 Old St. Augustine Road
Jacksonville, FL 32258
Attention: Buckley K. Williams, Executive
Vice President

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County
Manager
Copy to: Stephen Koteris, Project Manager

SECTION 22. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the lump sum or total not-to-exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of

negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

SECTION 24. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

24.1. The Consultant agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

24.2. The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 25. SUSPENSION AND DEBARMENT

By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency.

SECTION 26. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

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

26.2. By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

26.3. In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of

money involved or whether the Consultant has been placed on the convicted vendor list.

26.4. The Consultant will promptly notify the County if it or any subconsultant of the Consultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

SECTION 27. INDEPENDENT CONTRACTOR

Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Consultant is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 28. NO ASSIGNMENT

The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 29. NO THIRD-PARTY BENEFICIARIES

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

SECTION 30. CONFLICT OF INTEREST

Throughout the term of this Agreement, the Consultant must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Consultant’s duties and obligations provided under this Agreement.

SECTION 31. AMENDMENT OR MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party.

SECTION 32. FURTHER ASSURANCES

Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable

and necessary to effectuate the purposes and intents of this Agreement. The Consultant further agrees to execute such documents as the County may reasonably require.

SECTION 33. GOVERNING LAW AND VENUE

The terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 34. ATTORNEYS' FEES

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 35. WAIVER

No waiver by the County of any breach of any provision of this Agreement by the Consultant shall constitute a waiver of any other breach of either the same provision or of any other provision by the Consultant. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 36. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 37. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 38. COUNTERPARTS

The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 39. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties for the provision of the Services and supersedes all prior written agreements or understandings between the parties. No understanding, statement, representation, writing, agreement, course of conduct or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement shall be valid.

SECTION 40. ATTACHMENTS

All attachments to this Agreement are incorporated by reference as if set out fully herein:

- Attachment 1** Schedule of Hourly Rates
- Attachment 2** Work Order form
- Attachment 3** RFQ Scope of Services

SECTION 41. AUTHORITY

The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party. The parties are aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

[Signatures appear on the following page.]

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

ENGLAND, THIMS & MILLER, INC.

By: 
Buckley Williams (Oct 21, 2021 13:54 EDT)

Print Name: Buckley Williams

Print Title: Executive Vice President



CLAY COUNTY, a political subdivision of the State of Florida

By: *Mike Cella*
Mike Cella (Oct 20, 2021 14:43 EDT)

Mike Cella
Its Chairman

ATTEST:



Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

ATTACHMENT 1
SCHEDULE OF
HOURLY RATES

**ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE**

<u>Classification</u>	<u>Fully Loaded Rate</u>
Senior Project Engineer Project Administrator	\$250.78
Assist. Project Administrator	\$181.04
Senior Inspector	\$131.84
Inspector	\$102.38
Inspector Aide	\$84.51
Private Development (Inspector Level)	\$56.03
	\$80.00

ATTACHMENT 2
WORK ORDER
FORM

ATTACHMENT A

BASE AUTHORIZATION I.D.

Base Authorization: Contract/Agreement No. 2021/2022-_____

Clay County Contract/Agreement No. 2021/2022-_____ is included herein by reference and made a part hereof.

ATTACHMENT B

[Insert Consultant's Scope of Services]

ATTACHMENT C

[Insert Fee Summary for Consultant and any subconsultants]

ATTACHMENT D

[Insert Schedule of Hourly Rates – Attachment 1 to Agreement]

ATTACHMENT 3
RFQ SCOPE OF
SERVICES

SCOPE OF SERVICES

REQUEST FOR QUALIFICATIONS NO. 20/21-48 **CONTINUING GENERAL ENGINEERING CONSULTING SERVICES** **FOR CONSTRUCTION ENGINEERING INSPECTION**

PURPOSE

The County intends to contract with multiple, qualified firms for a two (2) year term with an option of two (2) one-year extensions to provide general engineering consulting (GEC) services for a variety of County projects and residential land subdivision projects involving construction engineering and inspection of transportation, drainage, site development, facilities and other related services.

GENERAL SCOPE STATEMENT

These required services vary and include, but are not limited to construction engineering & inspection (CEI), support to the County, including construction inspectors, construction plan reviews during project design by other consultants, project budget and schedule management and reporting and related services.

No guarantee of work

The County will request GEC services on an as-needed and as-requested basis. There is no guarantee that all or any of the services described in this Solicitation will be assigned during the term of the resulting Contract. The County reserves the right to request services from among the selected firms based upon the firm's capabilities and resources, record in providing qualified and experienced personnel, the expertise of the personnel to be provided, record of providing services in a timely manner, and the performance of the firm and its personnel on County projects.

The County reserves the right to add to, substitute or delete from time-to time, depending on the County's actual project workload and schedules, and to make project assignments based solely on its judgment as to which contracted GEC firm, if any, is the best most qualified to provide the desired services for a specific project or portion of a project.

Performance Evaluation

A work performance evaluation will be conducted periodically and at the completion of each various project.

SPECIFIC SCOPE OF SERVICE

The GEC will provide all professional, technical, clerical, subconsultant, subcontracting and other services necessary to completely perform the work order(s). The GEC will function as an extension or augmentation of the County's staff by providing qualified technical and professional personnel to perform the duties and responsibilities, when specifically assigned by authorized County staff under the terms of the Contract, in a

quality, timely and expeditious manner. The GEC will also provide particular expertise on an "as needed" basis to augment the County technical staff and its expertise. These services may be requested to be performed at County facilities during the performance of assigned work order.

Further, the GEC will provide these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff. In addition, the County may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document.

Work orders will normally take the form of long-term on-going assignments, major project assignments, project review tasks, long-term specific tasks, short-term specific tasks and emergency specific tasks. Consultants may be requested to perform work for any County Department or Division.

When work orders are proposed by the County, it may require contracted GECs to provide the County with a detailed approach, schedule and team (with team structure and resume's with education, experience, etc. pertaining to the particular task) proposed to perform the task. The approved work order will be executed by the County Manager. No task shall be performed by a GEC until after notice to proceed is received from the County.

Irrespective of whether the GEC provides direct services or uses a subconsultant, it is understood that the County's contract relationship is directly with the GEC, not with the GEC's subconsultants. The "Lead Person" in charge of the assigned work shall have a minimum of ten (10) years' experience performing the assigned work. All subconsultants shall be made aware of this relationship and, unless specifically agreed to by all parties, shall report directly to the GEC. All subconsultants performing assigned work for the GEC shall be prequalified by the FDOT in applicable areas or shall have a minimum of five (5) years of experience performing the assigned work.

The following summary is a general description and examples of potential work task services. It is understood that services under the Contract are not guaranteed to include all of the services listed, and that major tasks will require a more detailed description of the scope of work for that task or project.

The GEC shall provide Construction Management/Oversight and CEI services for horizontal (e.g., roadways, bridges, stormwater, traffic, parking lots, site development, etc.) including new construction, repair and retrofit projects; prepare record drawings, maintenance manuals and related documentation for such facilities.

The GEC will be responsible for construction management, engineering, inspection, testing and administrative functions, as defined in this Scope of Services and referenced manuals and procedures, normally handled by a FDOT Project Engineer, including Verification Testing (VT). The Construction Contractor will perform Quality Control (QC), independent of the GEC.

The GEC shall use effective control procedures, which will assure that the construction of the project is performed in reasonable conformity with the plans, specifications and contract provisions.

The GEC shall provide technical and administrative personnel meeting the requirements set forth in appropriate numbers at the proper times to ensure that the responsibilities assigned under this Scope of Services, and as otherwise assigned by the County, are effectively carried out. All services shall be performed in accordance with the established standard procedures and practices of the FDOT and the County. Prior to furnishing any services, the GEC shall be familiar with those standard procedures and practices as set forth in the documents listed in this Scope of Services and with best practices for construction engineering and contract administration for bridge and highway related construction and miscellaneous construction.

1. Professional Services Required

Firm responsibilities will include: recruiting, screening and training of personnel to ensure compliance with the County requirements; providing necessary backup personnel; providing worker's compensation, general liability and professional liability insurance; furnishing payrolls and other administrative services; and furnishing vehicles with auto liability coverage.

2. Personnel

The GEC will supply the County with qualified senior project engineering, project administration, contract support specialist, senior inspection, inspector and/or support personnel as needed by the County. The County may interview all proposed candidates and may elect to reject personnel for any reason based on that interview or during the period of the assigned work order. Thereafter, if a candidate does not perform effectively, the County will inform the GEC and may require the GEC to provide a qualified replacement. Qualified replacement personnel shall be provided to the County within one (1) week of written request.

All personnel proposed by the GEC are required to have the basic skills required to work in an engineering/construction environment. Skills such as good written and verbal communications, decision-making, record keeping, fundamental knowledge of engineering and construction practices and problem solving are required of all personnel. All personnel will report indirectly to the County. Examples of classifications and specific qualifications are outlined below; the County may require other classifications, as the need arises.

a. Senior Project Engineering

A qualified Senior Project Engineer must have a Civil Engineering degree, or equivalent, be registered in the State of Florida as a Professional Engineer at the time of assignment, and have ten (10)

years of engineering experience (2 years of which must have involved major road and bridge construction).

b. Project Administrator

A qualified Project Administrator must have a Civil Engineering degree, or equivalent, and six (6) years of responsible and related engineering experience (2 years of which must have involved construction of major road and bridge structures), or, in lieu of a Civil Engineering degree, have ten (10) years of responsible, progressive and related engineering experience (2 years of which must have involved construction of major road and bridge structures). The Project Administrator directs and assigns specific tasks to the construction management staff assigned to the project. The Project Administrator also assists in all phases of the construction project and is responsible for the progress and final pay estimates through the project's duration.

c. Contract Support Specialist

A qualified Contract Support Specialist must have four (4) years of road and bridge construction engineering inspection experience in performing/assisting with contract related duties (i.e., final pay estimates, contractor document processing, etc.), and completion of the FDOT's Final Estimates Preparation Seminar.

d. Senior Inspector

A qualified Senior Inspector must be a high school graduate, or equivalent, and have ten (10) years' experience in construction inspection, four (4) years of which must have been in bridge and/or roadway construction inspection, or a Civil Engineering degree and four (4) years of road and bridge Construction Engineering Inspection (CEI) experience. The Senior Inspector is responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator. Required qualifications include:

- CTQP Concrete Field Inspector Level I
- CTQP Concrete Transportation Construction Inspector (CTCI) Level II
- CTQP Asphalt Roadway Level I (if applicable)
- CTQP Asphalt Roadway level II (if applicable)
- CTQP Earthwork Construction Inspection Level I
- CTQP Earthwork Construction Inspection Level II
- CTQP Pile Driving Inspection (if applicable)

- CTQP Drilled Shaft Inspection (if applicable)
- FDOT Advanced MOT Certification
- CTQP Final Estimates Level I

e. Inspector

A qualified Inspector must be a high school graduate, or equivalent, and have two (2) years experience in roadway construction inspection. The Inspector is responsible for assisting the Senior Inspector or designated County Staff in the performance of his or her duties. Work is performed under general supervision from the Senior Inspector or designated County Staff, who reviews work while in progress. Required qualifications include:

- CTQP Concrete Field Inspector Level I
- CTQP Asphalt Roadway Level I (if applicable)
- CTQP Asphalt Roadway level II (if applicable)
- CTQP Earthwork Construction Inspector Level I
- CTQP Earthwork Construction Inspection Level II
- CTQP Final Estimates Level I

f. Support Personnel (Administrative)

A qualified secretary must be a high school graduate, or equivalent, have two (2) years of secretarial and/or clerical experience and type at a rate of 35 correct words per minute. Experience in the use of standard word processing software and ability to exercise independent initiative to help relieve the supervisor of clerical detail is required. Work is performed under the general supervision of the Senior Project Engineer, Project Administrator or designated County Staff.

3. Training

The GEC is responsible for supplying all contract personnel basic training as required for the position. The GEC shall be responsible for keeping qualified personnel supplied to the County, current with their training requirements, specifically safety training certificates, and the GEC shall supply the County documentation of all training, upon request.

4. Vehicles

The GEC shall provide vehicles meeting the actual project needs of field personnel using the vehicle. The vehicles provided will be economy pick-ups or midsize utility vehicles in good serviceable condition. Vehicles shall have the name of the GEC firm visibly displayed.

The GEC shall also provide office personnel with safety equipment and vehicles necessary for field work.

5. Equipment

The GEC shall furnish all equipment necessary to perform the duties of this scope of services. This may include those non-consumable, non-expendable items which are normally needed for a construction project, including but not limited to the following: facsimile machines, copiers, calculators, tape recorders/transcribers, typewriters, computers, word processors, printers, cameras, camcorders, communication equipment, fire extinguishers, first aid kits, flashers, hard hats, safety vests, life vests (if applicable), rain gear, portable water coolers, gauges, engineering scales, tape measures, drafting tools, measuring wheels, thermometers, flashlights, speedy moisture kits and turbidity meters, etc.

For embedded GEC staff, the County shall furnish office space and office equipment (i.e. copier, fax, printer, notebook computer, etc.)

The GEC shall be responsible for providing and maintaining the necessary vehicles or transportation for the performance of its duties on the project throughout the duration of the Contract.

The GEC shall retain responsibility for risk of loss or damage to said equipment during performance of this Contract. Field office equipment shall be maintained and in operational condition at all times.

6. Cooperation and Performance of the GEC

During the life of this Contract, the County may conduct independent assurance reviews of the various phases of the GEC construction management operations, such as construction inspection, materials sampling, testing and administrative activities. Reviews will be conducted to determine compliance with this Scope of Services and the sufficiency with which procedures are being effectively applied to assure that the construction work and administrative activities are performed in reasonable conformity with County policies, plans, specifications contract provisions, and industry best practices. The GEC shall cooperate and assist County representatives in conducting the reviews. When deficiencies are indicated in a review, remedial action shall be immediately implemented by the GEC. The GEC actions are to be properly documented by the GEC Senior Project Engineer. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation shall not be allowed for remedial action taken by the GEC to correct deficiencies. Remedial actions are not necessarily limited to, but may include any or all of the following actions:

- a. Reduction in number of assigned inspection personnel, reassignment of inspection personnel or assignment of additional inspection personnel. The GEC will comply with this action within one (1) week of notification.

- b. Replacement of personnel whose performance has been determined by the SMPDC to be inadequate. When requested by the SMPDC, any person whose performance has been determined to be inadequate shall be immediately removed.
- c. An increase in the frequency of the job control testing immediately in the appropriate phases of work where such is the responsibility of the GEC.
- d. An increase in the scope and frequency of all training conducted by the GEC.

7. General Requirements

The GEC shall provide services as necessary to manage and administer assigned construction contracts in a manner that assures the projects are constructed in reasonable conformity with the plans, specifications and contract provisions.

The GEC shall be required to observe the Contractor to ensure the materials and methods used by the Contractor conform to the specifications, plans and other construction contract provisions.

No GEC under contract with the County on a project shall be permitted to subcontract with the Contractor to perform Quality Control or any other services on the same construction project.

It shall be the responsibility of the GEC to review the construction drawings and specifications for errors and omissions and provide recommendations to the County as to actions to take to avoid claims from the Construction Contractor. This service may, at the sole discretion of the County, occur during the bidding phase, as well as during construction as a normal course of duties. Any errors or omissions of the construction drawings and specifications shall immediately be brought to the attention of the County. If such errors or omissions are discovered after the project is bid, the GEC shall identify to the County any additional costs (including "premium" costs" - costs in excess of those that would normally have been expected if the work had been included in the project bid) to be borne by the County.

The GEC shall advise the County of any omissions, substitutions, defects and deficiencies noted in the work of the Contractor, prior to the corrective action being taken, and of the proposed corrective work. If the corrective action involves a substantive change to the project design, the GEC shall also advise the County and project Engineer of Record (EOR) and obtain approval of the change prior to implementation, if time and field conditions allow. If time or field conditions do not allow such consultation and approval, the County and EOR shall be advised of the situation ASAP, in order to ensure integrity of the design is maintained. Drawings noting such changes shall be signed, sealed and dated by a Florida Professional Engineer. The work provided by the GEC shall, in no way, relieve the

Contractor of responsibility for the satisfactory performance of the construction contracts.

8. QC/QA Inspection Services

a. General:

The Contractor is responsible for Quality Control (QC) materials testing and certification of the construction project in accordance with the construction contract documents. The GEC shall monitor the Contractor's materials testing and certification and perform verification testing to insure the quality of the materials entering into the work. The GEC shall monitor the Contractor's operations to insure that the project will be completed in reasonable conformity with the plans, specifications and other contract provisions. The GEC shall keep detailed, accurate records of the Contractor's daily operations and significant events that affect the work.

b. The standard procedures and practices of the FDOT for inspection of construction projects are set out in the Construction Projects Administration Manual (CPAM) and Facilities Design Manual. In general, the GEC shall perform inspection services in accordance with these standard procedures and practices and other accepted industry practices as may be appropriate; and shall perform incidental engineering surveys as may be necessary to verify and confirm the accuracy of the Contractor's work in substantial conformance with the plans and specifications.

c. The inspector shall complete a daily report every day, including each operation and location of construction that has been assigned. It is very important for the daily report to be filled out completely and accurately. In addition to the standard information, the inspector should record any significant lapses of the Contractor's QC.

9. Verification Testing

The Contractor is responsible for performing verification sampling and testing of component materials and completed work items to the extent necessary to assure that the materials and workmanship incorporated in each project are in reasonable conformity with the plans, specifications and contract provisions. The sampling frequencies for Materials Sampling, Testing and Reporting shall be determined by the GEC. The GEC is responsible for the construction project QA Program (verification reviews and testing) to oversee the Contractor's QC Program.

10. Personnel Training and Certification

Provide qualified personnel for sampling, testing and inspection of materials and construction activities. Ensure that qualifications are maintained during the course of sampling, testing and inspection. Continuance of the GEC

qualifications is subject to satisfactory results from periodic Independent Assurance evaluations conducted by the County.

11. Contract Administration Services

All records and documentation will be in accordance with standard County and FDOT procedures, formats and content. Services include, but are not limited to, the following:

- a. Schedule and conduct construction progress meetings, usually every two (2) weeks, with the Contractor, subcontractors, County Staff and utility companies to review construction progress, schedules, problems or other areas of concern. The County will determine when the EOR is to be included in the progress meetings. During this meeting, discuss the contractor's request for weather days since the previous meeting and come to an agreement on these days. Determine if there are any DBE or other issues and come to an agreement on how, who and when those issues will be addressed and resolved. Prepare and distribute minutes of these meetings.
- b. Assist the County scheduling and conducting a pre-construction conference for the project. Record significant information revealed and decisions made at this conference and distribute copies of these minutes to the appropriate parties.
- c. Once each month, prepare a comprehensive tabulation of the quantity of work satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the Monthly Progress Estimate. Quantities shall be reviewed with the Contractor's representative prior to submission of the pay estimate to the County
- d. Analyze changes to the plans, specifications, contract provisions and extra work, which appear to be necessary to carry out the intent of the contract. When it is determined that a change or extra work is necessary and within the scope of the original contract, recommend such changes to the County for approval.
- e. Monitor the Contractor's schedule in accordance with the requirements in the contract documents. Take appropriate action to insure that the Contractor achieves his project schedule commitments.
- f. In the event that the Contractor gives notice to the GEC, either written or verbal, that he deems certain work to be performed is beyond the scope of the contract and it intends to claim additional compensation, the GEC shall immediately notify the County and maintain accurate cost account records of such work. These records shall include labor

(including labor classifications), equipment utilization and materials installed (temporary or permanent) in the portion of the work in dispute.

- g. During construction, verify critical elevations of roadway, bridge, stormwater and other applicable structures, particularly those of stormwater facilities. Certify completion of construction in substantial accordance with the approved construction plans. Certify completion of construction of stormwater facilities in accordance with applicable permits to permitting agencies on appropriate forms.
- h. Upon completion of the project, prepare and submit to the County a Final Estimate, with backup computations. The GEC shall also check and verify the accuracy of the as-built plans that are prepared and submitted by the Contractor. In addition, the GEC will maintain and provide sufficient information to enable preparation of a complete set of Record Drawings (as-built plans) by the EOR. This effort will include the marking of changes (during construction) on a set of construction drawings and providing supplemental information for such items as sign structures, box culverts, retaining walls and other structures for which the necessary pertinent information is supplied by a vendor or subcontractor. This information will be provided to the EOR for the preparation of the set of Record Drawings.
- i. Review the Contractor's Certified Payrolls for compliance with contract reporting and certification requirements on Federally-Funded projects, or as otherwise requested by the County; conduct field interviews of contractor and subcontractor employees to verify reported payroll information.
- j. Monitor the Contractor's compliance with contract requirements regarding DBE utilization.
- k. Monitor construction activities to the extent necessary to determine whether construction activities violate the requirements of any permits. If the project requires the use of the NPDES General Permit, supply at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors" to perform the project's erosion control inspections. Notify the Construction Contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to the County immediately.
- l. Shop drawing/sample submittals and approvals shall be coordinated and shall include monitoring the status of each submittal as it progresses through review and approval. The GEC shall actively encourage all reviewers to accomplish reviews promptly.

- m. Provide coordination between the Contractor and utility companies to assure that conflicting utilities are removed, adjusted or protected in place in a timely manner to minimize delays to construction operations.
- n. Provide a digital photo and video log of the project prior to, during and after major construction activities, with heavy emphasis on potential claim items/issues.
- o. Create or process Requests For Information (RFIs), which provide interpretations of the plans and specifications, or answers to questions, problems, proposed changes, etc., as necessary to maintain uninterrupted progress on the project. The Project Administrator may request a response from the EOR and will consult with the County when a response involves complex issues or may have an impact on the cost of performing the work. The EOR and the County for the project will be copied on all RFIs.
- p. Immediately notify the County of any potential Errors and Omissions issues during the course of the project. The County will involve the EOR in resolution of these matters.
- q. Maintain records of all sampling and testing accomplished and analyze such records required to ascertain acceptability of materials and completed work items.
- r. Evaluate Value Engineering Change Proposals in cooperation with the Engineer of Record (EOR) and County, provide input as to whether or not proposed changes are essentially equal to the contract specified work, and provide an evaluation of the estimated savings and recommendation to the County.
- s. When it is determined that a modification to the contract for the project is required due to a necessary change in the character of the work, negotiate or assist the County in the negotiation of prices with the Contractor and support the preparation of a Supplemental Agreement or Change Order in accordance with applicable County policy; document evaluations of proposed contract changes and submit with the GEC's recommendation.
- t. All Potential Change Orders (PCO) shall be tracked and a status report maintained and updated on a monthly basis. This status report shall be a cooperative effort between Project Administrator and the County.
- u. In the event the Contractor submits a request for an extension of the allowable contract time other than for weather delays, analyze the request and prepare a recommendation, with evaluation documentation,

to the County as to the accuracy of statements and the actual impact on the Contractor's controlling items of work.

- v. Maintain a complete log of all required submittals, such as shop drawings, noting the dates of first submission and subsequent reviews and re-submittals, approvals, etc. The GEC team shall take note of and ensure that any changes are properly carried through to construction and shall further record, report, make recommendations and act on any circumstances, which affect the progress or cost of the work. Shop drawings shall also include any manuals or similar documents outlining proposed construction procedures submitted by the Construction Contractor.
- w. Conduct and document field reviews of the maintenance of traffic operations.
- x. Maintain on a daily basis a complete and accurate record of all activities and events relating to the project and a record of all work completed by the Contractor, including quantities of pay items. The GEC shall report apparent significant changes in quantity, time or cost, as they are noted, to the County.
- y. Upon request of the County, provide constructability reviews and consultation with the EOR during the design process at 60% and 90% plan submittals.
- z. Upon request by the County, review final bid plans and contract documents for completeness and quantity take-off; report any comments/suggestions for improvements and discrepancies between plans and pay item lists to the County, before bid documents are released.

12. Contractor's Schedule

The GEC shall analyze the Contractor's Schedule for feasibility, completeness and flow of activities, assuring that this schedule meets the requirements of the contract documents. The purpose of this review is to validate that the schedule is functional, that the information provided is reasonable, that the schedule can be tracked by the GEC and that the Contractor's plan for completing the project within the allowed contract time, or earlier, is reasonable. The Contractor's schedule will be updated to include the actual start dates and durations of activities.

The GEC shall provide the Contractor with a written review that identifies any significant omissions, improbable durations, or errors in logic. The review will include recommendations to the Contractor that are pertinent to the planning and scheduling of the project work and completion of the project within the allowed contract time.

The Contractor is required to provide a two-week look-ahead schedule, indicating planned work for discussion at the bi-weekly progress meetings. The planned work activities are to be reviewed with all affected utility companies and other parties.

13. Personnel

a. General Requirements

The GEC shall provide a sufficient number of qualified personnel to effectively perform its responsibilities under this Section of the Scope of Services.

b. Personnel Training and Certification

The GEC shall utilize only competent personnel who are qualified by experience and education. The GEC shall submit in writing to the County the names of all personnel to be considered for assignment to the construction projects, together with a detailed resume with respect to education and experience qualification for each individual.

c. Staffing

The GEC shall determine the number and type of personnel needed to adequately staff and carry out the responsibilities of this Scope of Services. The GEC shall submit a chart detailing the proposed staffing and the duration of each position.

The chart will be submitted to the County with the proposal for each project assignment. The GEC shall maintain an appropriate staff after completion of construction to complete the final estimate and close out of the project. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements, shall be available to resolve disputes.

d. Subconsultant Services

The GEC may subcontract for engineering inspection, materials testing, aerial photography or specialized professional services. Subcontracts must be approved by the County. The costs of negotiating, administering, managing, coordinating, supervising, processing and quality control of all subcontract services shall be covered by the GEC's overhead rate.

CLAY COUNTY AGREEMENT/CONTRACT NO. 2021/2022-9 RN2

**SECOND RENEWAL TO AGREEMENT FOR CONTINUING
GENERAL ENGINEERING CONSULTING SERVICES FOR
CONSTRUCTION ENGINEERING INSPECTION**

This Second Renewal to Agreement for Continuing General Engineering Consulting Services for Construction Services for Construction Engineering Inspection (“Second Renewal”) is entered into this ____ day of October, 2024, between VIA Consulting Services Inc., a Florida Profit Corporation (“Consultant”), and Clay County, a political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, on October 12, 2021, the parties entered into the Agreement for Continuing General Engineering Consulting Services for Construction Services for Construction Engineering Inspection, Clay County Agreement/Contract No. 2021/2022-9 (“Agreement”), attached hereto as **Exhibit A** and incorporated herein by reference, wherein Consultant agreed to provide general engineering consulting services for a variety of County projects and residential land subdivision and development projects; and

WHEREAS, the Agreement provides for an initial two year term beginning on October 12, 2021 and continuing through October 11, 2023, with the option to renew the Agreement for two additional one year periods upon written renewal executed by the parties; and

WHEREAS, on September 26, 2023, the parties entered into the First Renewal to renew the Agreement for an additional one year period commencing October 12, 2023 and continuing through October 11, 2024; and

WHEREAS, the parties wish to enter into this Second Renewal to renew the Agreement for an additional one year period commencing October 12, 2024 and continuing through October 11, 2025 as set forth herein

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Agreement is hereby renewed for an additional one year period commencing on October 12, 2024 and continuing through October 11, 2025.
3. Human Trafficking Attestation. In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

- a. The Consultant does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
- b. If, at any time in the future, the Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
- c. By execution of this Second Renewal, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

4. The Consultant hereby certifies that all executed certifications which are attached and/or made a part of the Agreement are still valid.

5. All provisions in the Agreement, and any amendments, attachments, schedules or exhibits thereto in conflict with this Second Renewal shall be and hereby are changed to conform to this Second Renewal.

6. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this Second Renewal are incorporated herein and shall remain in full force and effect.

7. This Second Renewal may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute and be one and the same instrument.

8. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Second Renewal and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Second Renewal on behalf of such party and that the Second Renewal will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Second Renewal as of the date and year first written above.

VIA CONSULTING SERVICES, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____

Jim Renninger
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

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EXHIBIT A

Clay County Agreement/Contract No. 2021/2022 – 9

AGREEMENT FOR CONTINUING GENERAL ENGINEERING CONSULTING SERVICES FOR CONSTRUCTION ENGINEERING INSPECTION

This Agreement for Continuing General Engineering Consulting Services for Construction Engineering Inspection (“Agreement”) is made and entered into as of the 12th day of October, 2021 (“Effective Date”) between VIA Consulting Services, Inc., a Florida Profit Corporation (“Consultant”) and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued a Request for Qualifications, RFQ No. 20/21-48 (“RFQ”) to solicit and engage multiple licensed and qualified consultants to provide general engineering consulting services for a variety of County projects and residential land subdivision projects involving construction engineering and inspection of transportation, drainage, site development, facilities and other related services; and

WHEREAS, the Consultant responded to the RFQ with a proposal to offer the requested services (“Consultant’s Response”); and

WHEREAS, the County evaluated and ranked the qualifications submitted in accordance with Section 287.055, Florida Statutes, and the County selected the Consultant as one of the four selected consultants based on the Consultant’s Response and approved ranking; and

WHEREAS, the Consultant is licensed and qualified to provide professional services in engineering and design; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFQ, including all addendums and clarifications thereto, and the Contractor’s Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the Consultant desires to provide and perform the services as requested and assigned by the County in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. PROJECT DESCRIPTION

1.1. Projects shall be assigned by the County to the Consultant on an as needed and as requested basis as set forth in Section 2 during the term of this Agreement and shall consist of a variety of County projects and residential land subdivision and development projects. The required Services will vary from project to project and will include, but are not limited to, construction engineering

and inspection (CEI), construction inspectors, construction plan reviews during project design by other consultants, land subdivision and development inspectors, project budget and schedule management, reporting, engineering and inspection of transportation, drainage, site development, facilities, and other general engineering consulting services. The Consultant may be requested to perform Services for any County Department or Division.

1.2. For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Stephen Koteris, Senior Construction Project Manager with the County's Engineering Department or his designated representative.

SECTION 2. SCOPE OF SERVICES

2.1. When Services are needed by the County for a particular Project, the County will request Services from the Consultant. The Consultant shall develop and provide to the Project Manager for review and approval a Scope of Services that includes a time schedule for the Project along with a Fee Summary for the Services to be performed by the Consultant and any subconsultants and a Lump Sum or Not-to-Exceed amount for the Project based on the Schedule of Hourly Rates attached hereto as **Attachment 1** and incorporated herein by reference. If the Scope of Services, Fee Summary, and Lump Sum or Not-to-Exceed amount for the Project are mutually agreeable, the County will prepare a Work Order in the general form attached hereto as **Attachment 2** for the particular Project. A Project is not officially assigned to the Consultant and the Consultant shall not commence Services on any Project under this Agreement until a Work Order is executed by the County Manager and the Consultant and the Project Manager issues a Purchase Order/Notice to Proceed to the Consultant for the assigned Project. The fully executed Work Order shall become a part of this Agreement.

2.2. The Contractor shall perform all Services for each assigned Project in accordance with the RFQ Scope of Services attached hereto as **Attachment 3** and incorporated herein by reference, the Scope of Services developed by the Consultant for each assigned Project, and the Work Order issued by the County for the assigned Project (the "Services"). The County will provide available information regarding existing facilities, such as drawings, as-built drawings, legal description, easements, rights of way, agreements with any utilities, or any other information in County's possession which is necessary or useful in connection with an assigned Project.

2.3. In performing the Services, the Consultant will provide all professional, technical, clerical, subconsultant, subcontracting, and other services necessary to completely perform the Services for each assigned Project. The Consultant will function as an extension or augmentation of the County's staff by providing qualified technical and professional personnel to perform the duties and responsibilities, when specifically assigned by authorized County staff under the terms of the Agreement, in a quality, timely and expeditious manner.

2.4. Once a Project is assigned to the Consultant, the Consultant shall meet with the Project Manager as arranged by the Project Manager to review the status of the Services, the progress of the assigned Project, upcoming critical activities, and overall performance. In addition to the meetings, the Consultant must also provide to the Project Manager thorough and accurate monthly

progress reports with each Invoice detailing the status of the assigned Project and overall progress, identifying forecasted Services to be performed, and timeframe of the Services.

2.5. The Consultant shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws (“Standard of Care”). The Consultant shall be responsible for the quality, technical accuracy, completeness, and coordination of all designs, drawings, specifications and other services furnished by the Consultant and its subconsultants and/or vendors under this Agreement.

2.6. In entering into this Agreement, the Consultant represents that it now has or will secure all personnel required to perform all Services under this Agreement. The Consultant shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services for each assigned Project pursuant to the requirements of this Agreement. Consultant shall ensure that the personnel assigned to perform the Services shall comply with the terms of this Agreement. Consultant shall ensure that all personnel assigned to perform the Services are fully qualified and capable to perform their assigned tasks. The Consultant shall submit in writing to the Project Manager the names of key personnel proposed for assignment to each assigned Project. The Consultant shall be responsible for ensuring that all personnel and any subconsultants performing any Services under this Agreement have current licenses and permits required to perform the Services. The County reserves the right to interview all proposed or assigned personnel. If Consultant’s personnel or one of its subconsultant personnel is deemed unsatisfactory by the County for any reason, the Consultant will remove the unsatisfactory personnel from performing Services on the assigned Project(s) and replace them as soon as possible without cost to the County or impact to the assigned Project(s) in any way. Removal of the personnel is the sole decision of the County.

2.7. In performance of the Services, the Consultant is bound by and shall comply with all applicable federal, state, and local laws and regulations. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but not limited to, those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Health, and Florida Fish and Wildlife Conservation Commission.

2.8. The County, by virtue of this Agreement, gives the Consultant no guarantee of any services or any specific amount of services or Work Orders that may be issued or assigned during the term of this Agreement.

2.9. The Services will be provided by the Consultant on a non-exclusive basis. The County reserves the right to add to, substitute or delete from time-to-time, depending on the County’s actual project workload and schedules, and to make project assignments based solely on its judgment as to which consultant, if any, is the best most qualified consultant to provide the desired services for a specific project or portion of a project. In making project assignments, the County may consider the consultants’ capabilities and resources, record in providing qualified and

experienced personnel, expertise of the personnel to be provided, record of providing services in a timely manner, and the performance of the consultants and their personnel on County projects.

2.10. A performance evaluation of the Consultant will be conducted periodically by the County and at the completion of each assigned Project.

2.11. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a “Force Majeure”. For purposes of this Agreement, the term “Force Majeure” means any cause, action or agency delaying or preventing the performance of a party’s obligation(s) under this Agreement which is beyond the reasonable control or foreseeability of such party including, but not limited to, natural disasters, wars, power failures, fires, floods, explosion, internet outages and other acts of God. Upon notice of a Force Majeure event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party.

SECTION 3. ADDITIONAL SERVICES AND FEES

If the County identifies or the Consultant recommends any additional services to be provided by the Consultant that are not covered under the Agreement but are beneficial to the County or an assigned Project, such additional services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and the Consultant and authorized in writing by the County.

SECTION 4. TERM AND TIMELY PERFORMANCE

4.1. The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of two (2) years from this date, unless otherwise terminated as provided herein. The County has the sole option to renew the Agreement for two (2) additional one (1) year periods if it is deemed to be in the County’s best interest to do so.

4.2. The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Services associated with an assigned Project. The Contractor agrees to timely perform all necessary Services to complete an assigned Project in accordance with this Agreement, the Work Order for the assigned Project, and the Purchase Order/Notice to Proceed issued for the Work Order.

SECTION 5. SUBCONSULTANTS

5.1. The Consultant shall obtain prior written authorization from the County for the utilization of any subconsultants in connection with the Services to be performed under this Agreement. Such written authorization may be obtained from the Project Manager on behalf of the County.

5.2. Any subconsultant utilized by the Consultant shall be supervised and compensated by the Consultant.

5.3. The Consultant shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Services of its subconsultants and of persons directly or indirectly employed by them.

5.4. The Consultant shall cause appropriate provisions under this Agreement to be inserted in all subconsultant agreements relative to the Services giving the Consultant the same powers that the County may exercise over the Consultant under any provision of this Agreement.

5.5. Nothing in the Agreement shall be construed as providing any subconsultant with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

SECTION 6. PAYMENT FOR SERVICES

6.1. Payments will be made by the County to the Consultant for all Services actually, timely and satisfactorily rendered for an assigned Project on a Lump Sum or Not-to-Exceed basis in accordance with the Work Order for the assigned Project upon presentation of an Invoice submitted to the County on a monthly basis in accordance with Section 7. The mutually agreed upon Lump Sum or Not-to-Exceed amount for each assigned Project will be based on the hourly rates located in **Attachment 1**.

6.2. The Schedule of Hourly Rates in **Attachment 1** includes the Services performed by the Consultant and its subconsultants, travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, and all other costs, expenses and reimbursables associated with the Consultant's performance of the Services.

SECTION 7. PAYMENT PROCEDURES

7.1. As used in this Section, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Consultant under the Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Project Manager. All payments for the Services shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have 45 days in which to make payment.

7.2. The Consultant shall submit an Invoice to the Project Manager no more than once per month based on the amount of Services done or completed for an assigned Project. The amount of the monthly payment shall be the total value of the Services rendered for an assigned Project to the date of the Invoice, in accordance with the allocations and Lump Sum or Not-to-Exceed amount set forth in the Work Order for the assigned Project based on the hourly rates in **Attachment 1**, less requests previously submitted and payments made.

7.3. Invoices shall be signed by the Consultant and must include the following information and items:

- 1) The Consultant's name, address and phone number, including payment remittance address.
- 2) The name, address and phone number of the Consultant'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) Reference to the Work Order and Purchase Order/Notice to Proceed authorizing performance of the Services.
- 6) The period of the Services covered by the Invoice.
- 7) The total amount of payment requested broken down by the Services performed for the assigned Project, the Lump Sum or Not-to-Exceed for the assigned Project, the total amount previously requested, and the total amount paid to date.
- 8) A progress report detailing the Services performed for which payment is requested in sufficient detail to permit the Project Manager to evaluate whether the Services have been properly performed in full accordance with this Agreement and Work Order for the assigned Project.
- 9) Supporting documentation necessary to satisfy auditing requirements, for cost and Services completion.
- 10) Contain a certification that the Services for the assigned Project have been performed and have progressed to the level for which payment is requested, that the Services have been properly performed in full accordance with the Agreement and Work Order for the assigned Project, that all amounts have been paid by the Consultant for Services for which previous Invoices were issued and payments received from the County, and that the Consultant knows of no reason why payment should not be made as requested.
- 11) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

7.4. Promptly upon receipt of an Invoice submitted under this Section, the Project Manager shall date stamp the same as received. Thereafter, the Project Manager shall review the Invoice and may also review the Services as delivered, installed or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this

Agreement. If the Project Manager determines that the Invoice does not conform with the applicable requirements of the Agreement or this Section or that the Services within the scope of the Invoice have not been properly delivered, installed or performed in full accordance with the Agreement and Work Order for the assigned Project, the Project Manager shall notify the Consultant in writing within 15 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Consultant is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

7.5. By the submittal of an Invoice hereunder, the Consultant shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Consultant or any other person or entity for failure to make payment.

7.6. The parties will attempt to settle any payment dispute arising under this Section through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting with the County Manager between the Consultant's representative and the Project Manager, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

7.7. To the extent not otherwise expressly provided in the Agreement, any work or services performed under a subconsultant agreement for which the County has agreed to reimburse the Consultant shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Consultant. No other work or services performed under a subconsultant agreement shall be reimbursed.

7.8. Prior to submitting an Invoice, the Consultant shall certify that all subconsultants and suppliers having any interest or performing any of the Services in relation to the assigned Project have received their pro rata share of previous periodic payments to the Consultant for all Services completed and materials supplied. This certification shall be in the form designated by the County. The Consultant shall within 10 days of receipt of progress payments pay all subconsultants and suppliers performing any of the Services or supplying any of the materials with respect to the assigned Project their pro rata shares of the payment for all Services completed and materials supplied. The term "subconsultant", as used herein, shall mean a person(s) or firm(s) that enters into a subconsultant agreement with the Consultant for the performance of any part of the Agreement and also includes persons or firms supplying materials or equipment incorporated into the Services of an assigned Project for which partial payment has been made by the County and work done under equipment rental contracts.

7.9. Final Payment for an assigned Project. Subsequent to completion of the Services for an assigned Project and prior to final payment for that assigned Project, final accounting of the total amount of all payments shall be provided by the Consultant in the form of a detailed cost report showing Invoice number and date of Invoice for all costs sorted by trade division cost code as is maintained by the Consultant in its accounting system. Utilizing the final accounting of costs and the Consultant's records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment for an assigned Project is to be made subject to the County agreeing with the final accounting of cost and payment of Services of the Consultant. It is agreed and understood that the acceptance of the final payment for an assigned Project by the Consultant shall be considered as a release in full of all claims against the County or any of its officers, principals, employees, members or agents arising out of, or by reason of, Services done or material furnished for an assigned Project under this Agreement. It is further agreed and understood that final payment is not due and payable and the County shall not be obligated to remit final payment for an assigned Project under the Agreement until the Consultant has provided a proper final accounting and any release or waiver of liens and claims or equivalent proof of payments to subconsultants and suppliers.

SECTION 8. CHANGE ORDERS

8.1. Change Orders shall only be used when necessary to clarify the RFQ requirements or Work Order(s) for the assigned Project(s), to provide for differences which result in the Consultant's work effort exceeding the amounts in a Work Order for an assigned Project, to provide for unforeseen services, work, or alterations in the RFQ requirements or a Work Order for an assigned Project which could not reasonably have been contemplated or foreseen, to settle contract claims, and to make an assigned Project functionally operational in accordance with the intent of the Agreement and Work Order. No work or services covered by a Change Order shall be performed before the County gives written authorization. Such written authorization shall set forth the prices or amount agreed upon and other pertinent information and shall be reduced to a written Change Order promptly. No payment shall be made on a Change Order prior to the County's written approval of the Change Order for an assigned Project. In addition, the County shall make no payment for any unauthorized work or services. If authorization is not previously given, the Consultant hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim.

8.2. A Change Order shall also be used when a time extension is required due to any unforeseen circumstances; provided, Change Orders shall not be used for time extensions requested by the Consultant under circumstances or conditions attributable to the Consultant. Such Change Order shall set forth in writing the agreed amount of time for such extension.

SECTION 9. INSURANCE

The Consultant shall maintain throughout the term of this Agreement insurance of the following types and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage (any one fire) \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage,
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee
Professional Liability	\$1,000,000 per Claim and in the Aggregate

Either prior to, or simultaneously with the execution of this Agreement, the Consultant must deliver certificates of insurance for the required insurance coverage to the County’s Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation, employers liability, and professional liability, shall add **“Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear”** as **“Additional Insured.”** Consultant shall provide thirty (30) day prior written notification to the County’s Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, the Consultant shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY

10.1. To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, including its officers and directors from 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 intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of the Agreement.

10.2. No negligence shall be attributed to Consultant based on any acts or omissions of County’s contractors or other consultants.

10.3. The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the

limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

10.4. No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

10.5. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. DEFAULT AND TERMINATION

11.1. Default. If the Consultant fails to satisfactorily perform any provision of this Agreement or a Work Order, fails to make progress so as to endanger performance under the terms and conditions of the Agreement, fails to perform on time, provides false or inaccurate information, fails to comply with the terms, conditions, and obligations of this Agreement or a Work Order, fails to comply with applicable rules, laws and regulations; or whenever the Consultant ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Consultant to be in default and may assert a default claim by giving the Consultant a written Notice of Default. Except for a default by the Consultant for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Consultant shall have ten (10) days after receipt of the Notice of Default to either cure the default or, if the default is not curable within ten (10) days, provide a written cure plan to the County describing how and when the default will be cured. The Consultant will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the County does not approve the cure plan, then the County may terminate this Agreement for cause.

11.2. Termination for Cause. Upon the failure or inability of the Consultant to cure the default as provided above, unless otherwise agreed in writing, the County may terminate this Agreement, in whole or in part, for cause immediately upon written Notice of Termination by the County Representative and/or Project Manager to the Contractor. In the event the County terminates the Agreement, in whole or in part, because of default by Consultant, the County may procure goods and/or services similar to those terminated, and the Consultant shall be liable for any excess costs incurred due to this action. If it is determined that the Consultant was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Consultant), the rights and obligations of the parties shall be those as provided in the Section for Termination for Convenience.

11.3. Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative and/or Project Manager shall give thirty (30) days prior written Notice of Termination to the Consultant, specifying when the termination is to become effective. In the event of any such termination, the Consultant shall be paid by the County for all Services actually and timely rendered up to receipt of the notice of termination, and thereafter until the date of

termination, the Consultant shall be paid only for such Services as are specifically authorized in writing by the County.

11.4. Unless directed differently in the Notice of Termination, the Consultant, shall incur no further obligations in connection with the terminated services, and shall stop services to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subconsultant agreements related to the terminated services and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County. The Consultant must also deliver to the County all documents, including, but not limited to, plans, studies, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Consultant and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress.

11.5. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.

11.6. Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

SECTION 12. REMEDIES

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 13. AUTHORITY TO SUSPEND SERVICES

The County Representative and/or Project Manager shall have the authority to suspend the Services for any assigned Project, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, other conditions which are considered unfavorable for the prosecution of the Services, or due to circumstances related to the assigned Project. Should the County be prevented or enjoined from proceeding with the Services either before or after the start of an assigned Project by reason of any litigation or other reason beyond the control of the County, the Consultant shall not be entitled to make or assert a claim for damage by reason of said delay, but time for completion of the assigned Project will be extended to such reasonable time as the County may determine and will be set forth in writing. In the event of any such suspension, the Consultant shall be paid for all Services actually and timely rendered up to the date of suspension and for all Services so rendered after cessation of the suspension and resumption of the Services. In no event shall the County be liable to the Consultant whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

SECTION 14. PLANS AND DOCUMENT OWNERSHIP AND RECORDS

14.1. All documents, including, but not limited to, notes, files, evaluations, reports, studies, data, drawings, plans, maps, and other records and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant under this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County. Upon completion of this Agreement and/or an assigned Project, to the extent requested, all of the documents shall be delivered by the Consultant to the County within seven (7) days of the County making a request.

14.2. The Consultant shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County. Any use by the County of the documents, data and information contained therein, obtained by the County under the provisions of this Agreement for any purpose not within the scope of this Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

SECTION 15. RETENTION OF RECORDS, ACCESS TO RECORDS AND RIGHT TO AUDIT

15.1. All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Consultant and any of its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.

15.2. All records connected with this Agreement must be retained for a period of at least five (5) years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

15.3. Failure of the Consultant or any of its subconsultants to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subcontractor at the option of the County.

15.4. The Consultant must require that each of its subconsultants will provide access to the subconsultant's records pertaining to the Service upon request by the County.

15.5. The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 16. ACCURACY OF SERVICES

16.1. The Consultant shall be responsible for the accuracy of its Services, including Services by any subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the

responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

16.2. Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial engineering, design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

16.3. At any time during the construction of any assigned Project, the Consultant shall confer with the County for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by the Consultant. The Consultant shall prepare all data to correct its errors and/or omissions without added compensation, even though final payment may have been received therefor.

SECTION 17. PUBLIC RECORDS

17.1. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the County to perform the Services. If the Consultant transfers all public records to the County upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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.

17.2. The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

17.3. The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, 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 Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- b. If the Consultant 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 Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 18. TAXES

In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

SECTION 19. APPROPRIATED FUNDS

The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 20. SCRUTINIZED COMPANIES CERTIFICATION

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

Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Consultant is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

SECTION 21. NOTICE

All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Consultant:

VIA Consulting Services
10250 Normandy Blvd., Suite 304
Jacksonville, FL 32221
Attention: Peter Sheridan, Vice President

If to County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Howard Wanamaker, County
Manager
Copy to: Stephen Koteris, Project Manager

SECTION 22. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the lump sum or total not-to-exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE

The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of

negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

SECTION 24. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

24.1. The Consultant agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

24.2. The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

SECTION 25. SUSPENSION AND DEBARMENT

By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal Department or Agency.

SECTION 26. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

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

26.2. By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

26.3. In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of

money involved or whether the Consultant has been placed on the convicted vendor list.

26.4. The Consultant will promptly notify the County if it or any subconsultant of the Consultant is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

SECTION 27. INDEPENDENT CONTRACTOR

Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Consultant is an independent contractor and is not an employee, agent, joint-venture, or partner of the County.

SECTION 28. NO ASSIGNMENT

The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 29. NO THIRD-PARTY BENEFICIARIES

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

SECTION 30. CONFLICT OF INTEREST

Throughout the term of this Agreement, the Consultant must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Consultant’s duties and obligations provided under this Agreement.

SECTION 31. AMENDMENT OR MODIFICATION OF AGREEMENT

The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party.

SECTION 32. FURTHER ASSURANCES

Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable

and necessary to effectuate the purposes and intents of this Agreement. The Consultant further agrees to execute such documents as the County may reasonably require.

SECTION 33. GOVERNING LAW AND VENUE

The terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 34. ATTORNEYS' FEES

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 35. WAIVER

No waiver by the County of any breach of any provision of this Agreement by the Consultant shall constitute a waiver of any other breach of either the same provision or of any other provision by the Consultant. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 36. SEVERABILITY

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 37. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 38. COUNTERPARTS

The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 39. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties for the provision of the Services and supersedes all prior written agreements or understandings between the parties. No understanding, statement, representation, writing, agreement, course of conduct or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement shall be valid.

SECTION 40. ATTACHMENTS

All attachments to this Agreement are incorporated by reference as if set out fully herein:

- Attachment 1** Schedule of Hourly Rates
- Attachment 2** Work Order form
- Attachment 3** RFQ Scope of Services

SECTION 41. AUTHORITY

The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party. The parties are aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

[Signatures appear on the following page.]

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

VIA CONSULTING SERVICES, INC.

By: Suzanna K. Milbrandt
Suzanna K. Milbrandt (Nov 3, 2021 12:50 EDT)

Print Name: Suzanna K. Milbrandt

Print Title: President



CLAY COUNTY, a political subdivision of the State of Florida

By: Mike Cella
Mike Cella (Oct 20, 2021 14:42 EDT)

Mike Cella
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

ATTACHMENT 1
SCHEDULE OF
HOURLY RATES



- VIA CONSULTING SERVICES, INC. -

Corporate Office:

10250 Normandy Blvd., Suite 304
Jacksonville, FL 32221

Clay County Office:

1421 South Orange Ave.
Green Cove Springs, FL 32043
(904)783-9842 (Office)
(904)619-9617 (Fax)

Clay County CEI Rates

Position

Loaded Rate

Senior Project Engineer.....	\$ 202.13
Project Administrator.....	\$ 138.88
Contract Support Specialist.....	\$ 80.00
Senior Inspector.....	\$ 90.75
Development Inspector.....	\$ 80.00
Utility Inspector.....	\$ 82.50
Roadway Inspector.....	\$ 71.50
Administrative Assistant.....	\$ 52.25

FEE SCHEDULE
RFQ No. 20/21-48
September 13, 2021

FIELD SERVICES

Asphalt Pavement Coring

4" Diameter with Base Depth Check, each	\$ 125.00
4" Diameter without Base Depth Check, each	\$ 100.00
6" Diameter with Base Depth Check, each	\$ 135.00
6" Diameter without Base Depth Check, each	\$ 100.00
Equipment Mobilization, each.....	\$ 388.13

Concrete Pavement Coring

4" Diameter, each	\$ 150.00
6" Diameter, each	\$ 175.00
Equipment Mobilization, each.....	\$ 389.22

LABORATORY SERVICES

Asphalt

Asphalt Content (FM5-563), each	\$ 115.00
Asphalt Gradation (FM1-T030), each.....	\$ 85.00
Asphalt Gradation & Content (FM1-T030 & FM5-563), each.....	\$ 196.45

Concrete

Cylinder Curing, Capping & Breaking (ASTM C39), each	\$ 22.00
Drilled Cores & Sawed Beams (ASTM C42), each	\$ 30.00

Soils

Limerock Bearing Ratio (FM5-515), each	\$ 320.00
Modified or Standard Proctor (FM 1-T180 or AASHTO T99), each	\$ 124.62
Particle Size Analysis (AASHTO T27 or T88 w/o Hydrometer), each	\$ 59.45
Materials Finer than 200 Sieve (FM 1-T011), each	\$ 35.00
Liquid Limit (AASHTO T89), each.....	\$ 55.00
Plastic Limit & Plasticity Index (AASHTO T90), each	\$ 45.00
Moisture Content (AASHTO T265), each	\$ 19.69
Organic Content Ignition (FM 1 T-267), each	\$ 36.72
Corrosion Series (FM 5-550 through 5-553), each	\$ 185.00
pH Soil or Water (FM 5-550), each	\$ 35.00
Resistivity Soil or Water (FM 5-551), each	\$ 50.00
Chloride Soil or Water (FM 5-552), each	\$ 55.86
Sulfate Soil or Water (FM 5-553), each	\$ 48.00



GEOTECHNICAL ENGINEERING AND TECHNICIAN SERVICES

Secretary/Clerical, per hour.....	\$	51.28
Engineering Technician, per hour	\$	54.86
Project Manager, per hour	\$	117.10
Vehicular Mileage, per mile	\$	0.75



STANDARD RATE SCHEDULE
SAM/Johnson Surveying and Mapping - 2021

Effective August 1, 2021

SURVEY OFFICE PERSONNEL RATES:

Principal/Department Manager	\$210.00 per hour
Senior Project Manager	\$170.00 per hour
Project Manager	\$155.00 per hour
Staff Surveyor	\$135.00 per hour
Task Manager	\$135.00 per hour
Project Coordinator	\$120.00 per hour
Surveyor-In-Training (SIT)	\$110.00 per hour
Senior Survey Technician	\$90.00 per hour
Survey Technician	\$80.00 per hour
Administration / Clerical Support	\$65.00 per hour

SURVEY FIELD CREW RATES:

One (1) Person Survey Field Crew	\$105.00 per hour
Two (2) Person Survey Field Crew	\$145.00 per hour
Three (3) Person Survey Field Crew	\$185.00 per hour
Four (4) Person Survey Field Crew	\$225.00 per hour
Field Coordinator	\$105.00 per hour
Additional Rodperson, Chainperson or Flagperson	\$45.00 per hour

ATTACHMENT 2
WORK ORDER
FORM

ATTACHMENT A

BASE AUTHORIZATION I.D.

Base Authorization: Contract/Agreement No. 2021/2022-_____

Clay County Contract/Agreement No. 2021/2022-_____ is included herein by reference and made a part hereof.

ATTACHMENT B

[Insert Consultant's Scope of Services]

ATTACHMENT C

[Insert Fee Summary for Consultant and any subconsultants]

ATTACHMENT D

[Insert Schedule of Hourly Rates – Attachment 1 to Agreement]

ATTACHMENT 3
RFQ SCOPE OF
SERVICES

SCOPE OF SERVICES

REQUEST FOR QUALIFICATIONS NO. 20/21-48 **CONTINUING GENERAL ENGINEERING CONSULTING SERVICES** **FOR CONSTRUCTION ENGINEERING INSPECTION**

PURPOSE

The County intends to contract with multiple, qualified firms for a two (2) year term with an option of two (2) one-year extensions to provide general engineering consulting (GEC) services for a variety of County projects and residential land subdivision projects involving construction engineering and inspection of transportation, drainage, site development, facilities and other related services.

GENERAL SCOPE STATEMENT

These required services vary and include, but are not limited to construction engineering & inspection (CEI), support to the County, including construction inspectors, construction plan reviews during project design by other consultants, project budget and schedule management and reporting and related services.

No guarantee of work

The County will request GEC services on an as-needed and as-requested basis. There is no guarantee that all or any of the services described in this Solicitation will be assigned during the term of the resulting Contract. The County reserves the right to request services from among the selected firms based upon the firm's capabilities and resources, record in providing qualified and experienced personnel, the expertise of the personnel to be provided, record of providing services in a timely manner, and the performance of the firm and its personnel on County projects.

The County reserves the right to add to, substitute or delete from time-to time, depending on the County's actual project workload and schedules, and to make project assignments based solely on its judgment as to which contracted GEC firm, if any, is the best most qualified to provide the desired services for a specific project or portion of a project.

Performance Evaluation

A work performance evaluation will be conducted periodically and at the completion of each various project.

SPECIFIC SCOPE OF SERVICE

The GEC will provide all professional, technical, clerical, subconsultant, subcontracting and other services necessary to completely perform the work order(s). The GEC will function as an extension or augmentation of the County's staff by providing qualified technical and professional personnel to perform the duties and responsibilities, when specifically assigned by authorized County staff under the terms of the Contract, in a

quality, timely and expeditious manner. The GEC will also provide particular expertise on an "as needed" basis to augment the County technical staff and its expertise. These services may be requested to be performed at County facilities during the performance of assigned work order.

Further, the GEC will provide these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff. In addition, the County may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document.

Work orders will normally take the form of long-term on-going assignments, major project assignments, project review tasks, long-term specific tasks, short-term specific tasks and emergency specific tasks. Consultants may be requested to perform work for any County Department or Division.

When work orders are proposed by the County, it may require contracted GECs to provide the County with a detailed approach, schedule and team (with team structure and resume's with education, experience, etc. pertaining to the particular task) proposed to perform the task. The approved work order will be executed by the County Manager. No task shall be performed by a GEC until after notice to proceed is received from the County.

Irrespective of whether the GEC provides direct services or uses a subconsultant, it is understood that the County's contract relationship is directly with the GEC, not with the GEC's subconsultants. The "Lead Person" in charge of the assigned work shall have a minimum of ten (10) years' experience performing the assigned work. All subconsultants shall be made aware of this relationship and, unless specifically agreed to by all parties, shall report directly to the GEC. All subconsultants performing assigned work for the GEC shall be prequalified by the FDOT in applicable areas or shall have a minimum of five (5) years of experience performing the assigned work.

The following summary is a general description and examples of potential work task services. It is understood that services under the Contract are not guaranteed to include all of the services listed, and that major tasks will require a more detailed description of the scope of work for that task or project.

The GEC shall provide Construction Management/Oversight and CEI services for horizontal (e.g., roadways, bridges, stormwater, traffic, parking lots, site development, etc.) including new construction, repair and retrofit projects; prepare record drawings, maintenance manuals and related documentation for such facilities.

The GEC will be responsible for construction management, engineering, inspection, testing and administrative functions, as defined in this Scope of Services and referenced manuals and procedures, normally handled by a FDOT Project Engineer, including Verification Testing (VT). The Construction Contractor will perform Quality Control (QC), independent of the GEC.

The GEC shall use effective control procedures, which will assure that the construction of the project is performed in reasonable conformity with the plans, specifications and contract provisions.

The GEC shall provide technical and administrative personnel meeting the requirements set forth in appropriate numbers at the proper times to ensure that the responsibilities assigned under this Scope of Services, and as otherwise assigned by the County, are effectively carried out. All services shall be performed in accordance with the established standard procedures and practices of the FDOT and the County. Prior to furnishing any services, the GEC shall be familiar with those standard procedures and practices as set forth in the documents listed in this Scope of Services and with best practices for construction engineering and contract administration for bridge and highway related construction and miscellaneous construction.

1. Professional Services Required

Firm responsibilities will include: recruiting, screening and training of personnel to ensure compliance with the County requirements; providing necessary backup personnel; providing worker's compensation, general liability and professional liability insurance; furnishing payrolls and other administrative services; and furnishing vehicles with auto liability coverage.

2. Personnel

The GEC will supply the County with qualified senior project engineering, project administration, contract support specialist, senior inspection, inspector and/or support personnel as needed by the County. The County may interview all proposed candidates and may elect to reject personnel for any reason based on that interview or during the period of the assigned work order. Thereafter, if a candidate does not perform effectively, the County will inform the GEC and may require the GEC to provide a qualified replacement. Qualified replacement personnel shall be provided to the County within one (1) week of written request.

All personnel proposed by the GEC are required to have the basic skills required to work in an engineering/construction environment. Skills such as good written and verbal communications, decision-making, record keeping, fundamental knowledge of engineering and construction practices and problem solving are required of all personnel. All personnel will report indirectly to the County. Examples of classifications and specific qualifications are outlined below; the County may require other classifications, as the need arises.

a. Senior Project Engineering

A qualified Senior Project Engineer must have a Civil Engineering degree, or equivalent, be registered in the State of Florida as a Professional Engineer at the time of assignment, and have ten (10)

years of engineering experience (2 years of which must have involved major road and bridge construction).

b. Project Administrator

A qualified Project Administrator must have a Civil Engineering degree, or equivalent, and six (6) years of responsible and related engineering experience (2 years of which must have involved construction of major road and bridge structures), or, in lieu of a Civil Engineering degree, have ten (10) years of responsible, progressive and related engineering experience (2 years of which must have involved construction of major road and bridge structures). The Project Administrator directs and assigns specific tasks to the construction management staff assigned to the project. The Project Administrator also assists in all phases of the construction project and is responsible for the progress and final pay estimates through the project's duration.

c. Contract Support Specialist

A qualified Contract Support Specialist must have four (4) years of road and bridge construction engineering inspection experience in performing/assisting with contract related duties (i.e., final pay estimates, contractor document processing, etc.), and completion of the FDOT's Final Estimates Preparation Seminar.

d. Senior Inspector

A qualified Senior Inspector must be a high school graduate, or equivalent, and have ten (10) years' experience in construction inspection, four (4) years of which must have been in bridge and/or roadway construction inspection, or a Civil Engineering degree and four (4) years of road and bridge Construction Engineering Inspection (CEI) experience. The Senior Inspector is responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator. Required qualifications include:

- CTQP Concrete Field Inspector Level I
- CTQP Concrete Transportation Construction Inspector (CTCI) Level II
- CTQP Asphalt Roadway Level I (if applicable)
- CTQP Asphalt Roadway level II (if applicable)
- CTQP Earthwork Construction Inspection Level I
- CTQP Earthwork Construction Inspection Level II
- CTQP Pile Driving Inspection (if applicable)

- CTQP Drilled Shaft Inspection (if applicable)
- FDOT Advanced MOT Certification
- CTQP Final Estimates Level I

e. Inspector

A qualified Inspector must be a high school graduate, or equivalent, and have two (2) years experience in roadway construction inspection. The Inspector is responsible for assisting the Senior Inspector or designated County Staff in the performance of his or her duties. Work is performed under general supervision from the Senior Inspector or designated County Staff, who reviews work while in progress. Required qualifications include:

- CTQP Concrete Field Inspector Level I
- CTQP Asphalt Roadway Level I (if applicable)
- CTQP Asphalt Roadway level II (if applicable)
- CTQP Earthwork Construction Inspector Level I
- CTQP Earthwork Construction Inspection Level II
- CTQP Final Estimates Level I

f. Support Personnel (Administrative)

A qualified secretary must be a high school graduate, or equivalent, have two (2) years of secretarial and/or clerical experience and type at a rate of 35 correct words per minute. Experience in the use of standard word processing software and ability to exercise independent initiative to help relieve the supervisor of clerical detail is required. Work is performed under the general supervision of the Senior Project Engineer, Project Administrator or designated County Staff.

3. Training

The GEC is responsible for supplying all contract personnel basic training as required for the position. The GEC shall be responsible for keeping qualified personnel supplied to the County, current with their training requirements, specifically safety training certificates, and the GEC shall supply the County documentation of all training, upon request.

4. Vehicles

The GEC shall provide vehicles meeting the actual project needs of field personnel using the vehicle. The vehicles provided will be economy pick-ups or midsize utility vehicles in good serviceable condition. Vehicles shall have the name of the GEC firm visibly displayed.

The GEC shall also provide office personnel with safety equipment and vehicles necessary for field work.

5. Equipment

The GEC shall furnish all equipment necessary to perform the duties of this scope of services. This may include those non-consumable, non-expendable items which are normally needed for a construction project, including but not limited to the following: facsimile machines, copiers, calculators, tape recorders/transcribers, typewriters, computers, word processors, printers, cameras, camcorders, communication equipment, fire extinguishers, first aid kits, flashers, hard hats, safety vests, life vests (if applicable), rain gear, portable water coolers, gauges, engineering scales, tape measures, drafting tools, measuring wheels, thermometers, flashlights, speedy moisture kits and turbidity meters, etc.

For embedded GEC staff, the County shall furnish office space and office equipment (i.e. copier, fax, printer, notebook computer, etc.)

The GEC shall be responsible for providing and maintaining the necessary vehicles or transportation for the performance of its duties on the project throughout the duration of the Contract.

The GEC shall retain responsibility for risk of loss or damage to said equipment during performance of this Contract. Field office equipment shall be maintained and in operational condition at all times.

6. Cooperation and Performance of the GEC

During the life of this Contract, the County may conduct independent assurance reviews of the various phases of the GEC construction management operations, such as construction inspection, materials sampling, testing and administrative activities. Reviews will be conducted to determine compliance with this Scope of Services and the sufficiency with which procedures are being effectively applied to assure that the construction work and administrative activities are performed in reasonable conformity with County policies, plans, specifications contract provisions, and industry best practices. The GEC shall cooperate and assist County representatives in conducting the reviews. When deficiencies are indicated in a review, remedial action shall be immediately implemented by the GEC. The GEC actions are to be properly documented by the GEC Senior Project Engineer. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation shall not be allowed for remedial action taken by the GEC to correct deficiencies. Remedial actions are not necessarily limited to, but may include any or all of the following actions:

- a. Reduction in number of assigned inspection personnel, reassignment of inspection personnel or assignment of additional inspection personnel. The GEC will comply with this action within one (1) week of notification.

- b. Replacement of personnel whose performance has been determined by the SMPDC to be inadequate. When requested by the SMPDC, any person whose performance has been determined to be inadequate shall be immediately removed.
- c. An increase in the frequency of the job control testing immediately in the appropriate phases of work where such is the responsibility of the GEC.
- d. An increase in the scope and frequency of all training conducted by the GEC.

7. General Requirements

The GEC shall provide services as necessary to manage and administer assigned construction contracts in a manner that assures the projects are constructed in reasonable conformity with the plans, specifications and contract provisions.

The GEC shall be required to observe the Contractor to ensure the materials and methods used by the Contractor conform to the specifications, plans and other construction contract provisions.

No GEC under contract with the County on a project shall be permitted to subcontract with the Contractor to perform Quality Control or any other services on the same construction project.

It shall be the responsibility of the GEC to review the construction drawings and specifications for errors and omissions and provide recommendations to the County as to actions to take to avoid claims from the Construction Contractor. This service may, at the sole discretion of the County, occur during the bidding phase, as well as during construction as a normal course of duties. Any errors or omissions of the construction drawings and specifications shall immediately be brought to the attention of the County. If such errors or omissions are discovered after the project is bid, the GEC shall identify to the County any additional costs (including "premium" costs" - costs in excess of those that would normally have been expected if the work had been included in the project bid) to be borne by the County.

The GEC shall advise the County of any omissions, substitutions, defects and deficiencies noted in the work of the Contractor, prior to the corrective action being taken, and of the proposed corrective work. If the corrective action involves a substantive change to the project design, the GEC shall also advise the County and project Engineer of Record (EOR) and obtain approval of the change prior to implementation, if time and field conditions allow. If time or field conditions do not allow such consultation and approval, the County and EOR shall be advised of the situation ASAP, in order to ensure integrity of the design is maintained. Drawings noting such changes shall be signed, sealed and dated by a Florida Professional Engineer. The work provided by the GEC shall, in no way, relieve the

Contractor of responsibility for the satisfactory performance of the construction contracts.

8. QC/QA Inspection Services

a. General:

The Contractor is responsible for Quality Control (QC) materials testing and certification of the construction project in accordance with the construction contract documents. The GEC shall monitor the Contractor's materials testing and certification and perform verification testing to insure the quality of the materials entering into the work. The GEC shall monitor the Contractor's operations to insure that the project will be completed in reasonable conformity with the plans, specifications and other contract provisions. The GEC shall keep detailed, accurate records of the Contractor's daily operations and significant events that affect the work.

b. The standard procedures and practices of the FDOT for inspection of construction projects are set out in the Construction Projects Administration Manual (CPAM) and Facilities Design Manual. In general, the GEC shall perform inspection services in accordance with these standard procedures and practices and other accepted industry practices as may be appropriate; and shall perform incidental engineering surveys as may be necessary to verify and confirm the accuracy of the Contractor's work in substantial conformance with the plans and specifications.

c. The inspector shall complete a daily report every day, including each operation and location of construction that has been assigned. It is very important for the daily report to be filled out completely and accurately. In addition to the standard information, the inspector should record any significant lapses of the Contractor's QC.

9. Verification Testing

The Contractor is responsible for performing verification sampling and testing of component materials and completed work items to the extent necessary to assure that the materials and workmanship incorporated in each project are in reasonable conformity with the plans, specifications and contract provisions. The sampling frequencies for Materials Sampling, Testing and Reporting shall be determined by the GEC. The GEC is responsible for the construction project QA Program (verification reviews and testing) to oversee the Contractor's QC Program.

10. Personnel Training and Certification

Provide qualified personnel for sampling, testing and inspection of materials and construction activities. Ensure that qualifications are maintained during the course of sampling, testing and inspection. Continuance of the GEC

qualifications is subject to satisfactory results from periodic Independent Assurance evaluations conducted by the County.

11. Contract Administration Services

All records and documentation will be in accordance with standard County and FDOT procedures, formats and content. Services include, but are not limited to, the following:

- a. Schedule and conduct construction progress meetings, usually every two (2) weeks, with the Contractor, subcontractors, County Staff and utility companies to review construction progress, schedules, problems or other areas of concern. The County will determine when the EOR is to be included in the progress meetings. During this meeting, discuss the contractor's request for weather days since the previous meeting and come to an agreement on these days. Determine if there are any DBE or other issues and come to an agreement on how, who and when those issues will be addressed and resolved. Prepare and distribute minutes of these meetings.
- b. Assist the County scheduling and conducting a pre-construction conference for the project. Record significant information revealed and decisions made at this conference and distribute copies of these minutes to the appropriate parties.
- c. Once each month, prepare a comprehensive tabulation of the quantity of work satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the Monthly Progress Estimate. Quantities shall be reviewed with the Contractor's representative prior to submission of the pay estimate to the County
- d. Analyze changes to the plans, specifications, contract provisions and extra work, which appear to be necessary to carry out the intent of the contract. When it is determined that a change or extra work is necessary and within the scope of the original contract, recommend such changes to the County for approval.
- e. Monitor the Contractor's schedule in accordance with the requirements in the contract documents. Take appropriate action to insure that the Contractor achieves his project schedule commitments.
- f. In the event that the Contractor gives notice to the GEC, either written or verbal, that he deems certain work to be performed is beyond the scope of the contract and it intends to claim additional compensation, the GEC shall immediately notify the County and maintain accurate cost account records of such work. These records shall include labor

(including labor classifications), equipment utilization and materials installed (temporary or permanent) in the portion of the work in dispute.

- g. During construction, verify critical elevations of roadway, bridge, stormwater and other applicable structures, particularly those of stormwater facilities. Certify completion of construction in substantial accordance with the approved construction plans. Certify completion of construction of stormwater facilities in accordance with applicable permits to permitting agencies on appropriate forms.
- h. Upon completion of the project, prepare and submit to the County a Final Estimate, with backup computations. The GEC shall also check and verify the accuracy of the as-built plans that are prepared and submitted by the Contractor. In addition, the GEC will maintain and provide sufficient information to enable preparation of a complete set of Record Drawings (as-built plans) by the EOR. This effort will include the marking of changes (during construction) on a set of construction drawings and providing supplemental information for such items as sign structures, box culverts, retaining walls and other structures for which the necessary pertinent information is supplied by a vendor or subcontractor. This information will be provided to the EOR for the preparation of the set of Record Drawings.
- i. Review the Contractor's Certified Payrolls for compliance with contract reporting and certification requirements on Federally-Funded projects, or as otherwise requested by the County; conduct field interviews of contractor and subcontractor employees to verify reported payroll information.
- j. Monitor the Contractor's compliance with contract requirements regarding DBE utilization.
- k. Monitor construction activities to the extent necessary to determine whether construction activities violate the requirements of any permits. If the project requires the use of the NPDES General Permit, supply at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors" to perform the project's erosion control inspections. Notify the Construction Contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to the County immediately.
- l. Shop drawing/sample submittals and approvals shall be coordinated and shall include monitoring the status of each submittal as it progresses through review and approval. The GEC shall actively encourage all reviewers to accomplish reviews promptly.

- m. Provide coordination between the Contractor and utility companies to assure that conflicting utilities are removed, adjusted or protected in place in a timely manner to minimize delays to construction operations.
- n. Provide a digital photo and video log of the project prior to, during and after major construction activities, with heavy emphasis on potential claim items/issues.
- o. Create or process Requests For Information (RFIs), which provide interpretations of the plans and specifications, or answers to questions, problems, proposed changes, etc., as necessary to maintain uninterrupted progress on the project. The Project Administrator may request a response from the EOR and will consult with the County when a response involves complex issues or may have an impact on the cost of performing the work. The EOR and the County for the project will be copied on all RFIs.
- p. Immediately notify the County of any potential Errors and Omissions issues during the course of the project. The County will involve the EOR in resolution of these matters.
- q. Maintain records of all sampling and testing accomplished and analyze such records required to ascertain acceptability of materials and completed work items.
- r. Evaluate Value Engineering Change Proposals in cooperation with the Engineer of Record (EOR) and County, provide input as to whether or not proposed changes are essentially equal to the contract specified work, and provide an evaluation of the estimated savings and recommendation to the County.
- s. When it is determined that a modification to the contract for the project is required due to a necessary change in the character of the work, negotiate or assist the County in the negotiation of prices with the Contractor and support the preparation of a Supplemental Agreement or Change Order in accordance with applicable County policy; document evaluations of proposed contract changes and submit with the GEC's recommendation.
- t. All Potential Change Orders (PCO) shall be tracked and a status report maintained and updated on a monthly basis. This status report shall be a cooperative effort between Project Administrator and the County.
- u. In the event the Contractor submits a request for an extension of the allowable contract time other than for weather delays, analyze the request and prepare a recommendation, with evaluation documentation,

to the County as to the accuracy of statements and the actual impact on the Contractor's controlling items of work.

- v. Maintain a complete log of all required submittals, such as shop drawings, noting the dates of first submission and subsequent reviews and re-submittals, approvals, etc. The GEC team shall take note of and ensure that any changes are properly carried through to construction and shall further record, report, make recommendations and act on any circumstances, which affect the progress or cost of the work. Shop drawings shall also include any manuals or similar documents outlining proposed construction procedures submitted by the Construction Contractor.
- w. Conduct and document field reviews of the maintenance of traffic operations.
- x. Maintain on a daily basis a complete and accurate record of all activities and events relating to the project and a record of all work completed by the Contractor, including quantities of pay items. The GEC shall report apparent significant changes in quantity, time or cost, as they are noted, to the County.
- y. Upon request of the County, provide constructability reviews and consultation with the EOR during the design process at 60% and 90% plan submittals.
- z. Upon request by the County, review final bid plans and contract documents for completeness and quantity take-off; report any comments/suggestions for improvements and discrepancies between plans and pay item lists to the County, before bid documents are released.

12. Contractor's Schedule

The GEC shall analyze the Contractor's Schedule for feasibility, completeness and flow of activities, assuring that this schedule meets the requirements of the contract documents. The purpose of this review is to validate that the schedule is functional, that the information provided is reasonable, that the schedule can be tracked by the GEC and that the Contractor's plan for completing the project within the allowed contract time, or earlier, is reasonable. The Contractor's schedule will be updated to include the actual start dates and durations of activities.

The GEC shall provide the Contractor with a written review that identifies any significant omissions, improbable durations, or errors in logic. The review will include recommendations to the Contractor that are pertinent to the planning and scheduling of the project work and completion of the project within the allowed contract time.

The Contractor is required to provide a two-week look-ahead schedule, indicating planned work for discussion at the bi-weekly progress meetings. The planned work activities are to be reviewed with all affected utility companies and other parties.

13. Personnel

a. General Requirements

The GEC shall provide a sufficient number of qualified personnel to effectively perform its responsibilities under this Section of the Scope of Services.

b. Personnel Training and Certification

The GEC shall utilize only competent personnel who are qualified by experience and education. The GEC shall submit in writing to the County the names of all personnel to be considered for assignment to the construction projects, together with a detailed resume with respect to education and experience qualification for each individual.

c. Staffing

The GEC shall determine the number and type of personnel needed to adequately staff and carry out the responsibilities of this Scope of Services. The GEC shall submit a chart detailing the proposed staffing and the duration of each position.

The chart will be submitted to the County with the proposal for each project assignment. The GEC shall maintain an appropriate staff after completion of construction to complete the final estimate and close out of the project. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements, shall be available to resolve disputes.

d. Subconsultant Services

The GEC may subcontract for engineering inspection, materials testing, aerial photography or specialized professional services. Subcontracts must be approved by the County. The costs of negotiating, administering, managing, coordinating, supervising, processing and quality control of all subcontract services shall be covered by the GEC's overhead rate.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County Commissioners

DATE: 9/26/2024

FROM: Megan Covey, Grants
Director

SUBJECT: Approval of budget resolution to record unanticipated revenue in the amount of \$300 from Florida Humanities Council to support the Clay County Public Library System's Florida Talks Public Program. Funding Source: General Fund Revenue / Contributions/Donations

AGENDA ITEM TYPE:

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

Funding Source: General Fund Revenue / Contributions/Donations

Account# FD1000-CC1233-PRJ100791 -GR010165 - RC366000 Amount - \$300

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

ATTACHMENTS:

Description	Type	Upload Date	File Name
□ Budget Resolution - Florida Talks Grant	Budget Amendment	10/3/2024	100824_Resolution_-_FY_24-25_General_Fund_Florida_Talks_Grant.ADA.pdf

REVIEWERS:

Department Reviewer	Action	Date	Comments
BCC Streeper, Lisa	Approved	10/2/2024 - 5:36 PM	Item Pushed to Agenda

CLAY COUNTY RESOLUTION NO. 2024/2025-

WHEREAS, the following revenue from Florida Humanities Council Florida Talks was not anticipated when the 2024/2025 budget was approved, and

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

WHEREAS, these funds are to be used to fund speakers to be used at Library-related events.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:	\$ 174,536,226
Additions to General Fund (FD1000)	
General Fund / All Grants Organization / Florida Talks Grant / Florida Talks / Contributions/Donations	FD1000-CC1233- PRJ100791- GR010165-RC366000 \$ 300
Amended Total Revenue	\$ 174,536,526

APPROPRIATION

Prior Fund Total:	\$ 174,536,226
Additions to General Fund (FD1000)	
General Fund / All Grants Organization / Florida Talks Grant / Florida Talks / Operating Supplies	FD1000-CC1233- PRJ100791- GR010165-SC552000 \$ 300
Amended Total Appropriation	\$ 174,536,526

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 10th day of October, 2022.

Board of County Commissioners Clay
County, Florida

Jim Renninger, Chairman

ATTEST:

Tara S. Green
County Clerk of Court and Comptroller
Ex Officio Clerk to the Board



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County Commissioners

DATE: 9/26/2024

FROM: Megan Covey, Grants Director

SUBJECT:

Approval of grant agreement with the Federal Emergency Management Agency (FEMA) for \$4,057,906.50 to hire 18 new firefighters under the SAFER Grant Program.

Approval of accompanying budget resolution.

Approval for the Fire Chief to accept the award and grant agreement terms in the FEMA GO Grants Portal.

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
<input type="checkbox"/> Award Letter_SAFER Grant	Cover Memo	10/2/2024	Award_Letter_EMW-2023-FF-01005_FY23_SAFER_2024-09-23ada.pdf
<input type="checkbox"/> Resolution - FY 24-25_General Fire Control MSTU Funds FY23 SAFER Grant	Resolution Letter	10/3/2024	Resolution - FY 24-25_General_Fire_Control_MSTU_Funds_FY23_SAFER_Grant.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	10/2/2024 - 5:36 PM	Item Pushed to Agenda

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/23/2024



Lorin Mock
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
P. O. BOX 1366
GREEN COVE SPRINGS, FL 32043

EMW-2023-FF-01005

Dear Lorin Mock,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Staffing for Adequate Fire and Emergency Response (FF) Grant funding opportunity has been approved in the amount of \$4,057,906.50 in Federal funding.

FEMA has waived, in part or in full, one or more requirements for this grant award. See the Summary Award Memo for additional information about Economic Hardship Waivers.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FF Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P.S. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2023 Staffing for Adequate Fire and Emergency Response

Recipient: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

UEI-EFT: HE97WJAYNQ69

DUNS number: 004686403

Award number: EMW-2023-FF-01005

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Approved Economic Hardship Waivers

Position cost limit waiver

FEMA has waived the position cost limit requirement for this grant award. Costs are limited to the approved budget per position.

Cost share waiver

FEMA has waived the cost share requirement for this grant award. You are not required to contribute non-Federal funds for this grant award. The recipient is responsible for any costs that exceed the Federal funding provided for this grant award.

Minimum budget waiver

FEMA has waived the minimum budget requirement for this award.

Non-supplanting waiver

FEMA has waived the non-supplanting requirement for this award. SAFER grant funds may be used to replace funds that would be available from State or local sources or from the Bureau of Indian Affairs.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The cost share amounts described in this award letter are based on the approved total project cost; however, the

Federal funding available is limited based on the applicable position cost limit and the applicable cost share as applied to actual costs.

The following are the total approved budgeted estimates for object classes for all funded firefighter positions for this award (including Federal share plus your cost share, if applicable, as applied to the estimated costs):

Object Class	First Year	Second Year	Third Year	Total
Personnel	\$685,714.35	\$727,405.65	\$741,668.55	\$2,154,788.55
Fringe benefits	\$575,156.85	\$635,905.65	\$692,055.45	\$1,903,117.95
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
Federal	\$1,260,871.20	\$1,363,311.30	\$1,433,724.00	\$4,057,906.50
Non-federal	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$1,260,871.20	\$1,363,311.30	\$1,433,724.00	\$4,057,906.50
Program Income				\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FF NOFO.

Approved request details:

Hiring of Firefighters

New, Additional Firefighter(s)

BENEFITS FUNDED

The benefits provided for first-year firefighters as members of the Department are defined by the collective bargaining agreement with the International Association of Firefighters, Local #3362. Under that agreement, firefighters are provided health, life, vision insurance, and dental insurance as well as Florida State Retirement System access. Additionally, firefighters are provided regular compensation for the use of vacation leave, sick leave, military leave, etc. for authorized absences from the job or the “sell back” of some unused leave time in their respective leave banks. The cost for an individual (employee only) for health insurance is \$9114.48. Family 9114.48 cost is \$23,142.96. Dental insurance per employee is \$390.00 and for family, it is \$1,245.00. Our vision insurance cost per employee is \$78.00 and \$208.00 per family. Clay County does not offer employee plus-one benefits. Clay County provides \$20,000 in life insurance coverage for our employees at a cost of \$52.00. There is an option for additional life insurance up to \$ 150,000 which the employee can purchase at \$ 3.00 for every \$10,000 increment. Additional family members (spouse up to \$10,000 and children up to \$5,000) can be added to the life insurance coverage for \$22.00 per member. Employee FICA is \$3060.00, and their retirement/pension is \$10,000.00.

NUMBER OF FIREFIGHTERS

15

	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
Year 1	\$45,714.29	\$38,343.79	\$84,058.08
Year 2	\$48,493.71	\$42,393.71	\$90,887.42
Year 3	\$49,444.57	\$46,137.03	\$95,581.60
3 Year Total	\$4,057,906.50		

Agreement Articles

Program: Fiscal Year 2023 Staffing for Adequate Fire and Emergency Response

Recipient: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

UEI-EFT: HE97WJAYNQ69

DUNS number: 004686403

Award number: EMW-2023-FF-01005

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2**General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

<p>Article 4</p>	<p>Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.</p>
<p>Article 5</p>	<p>Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
<p>Article 6</p>	<p>Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
<p>Article 7</p>	<p>Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
<p>Article 8</p>	<p>Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.</p>

<p>Article 9</p>	<p>Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)</p>
<p>Article 10</p>	<p>Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.</p>
<p>Article 11</p>	<p>Debarment and Suspension Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
<p>Article 12</p>	<p>Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>
<p>Article 13</p>	<p>Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.</p>

<p>Article 14</p>	<p>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.</p>
<p>Article 15</p>	<p>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.</p>
<p>Article 16</p>	<p>Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>
<p>Article 17</p>	<p>False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)</p>
<p>Article 18</p>	<p>Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)</p>
<p>Article 19</p>	<p>Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.</p>

<p>Article 20</p>	<p>Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>
<p>Article 21</p>	<p>Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.</p>
<p>Article 22</p>	<p>John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.</p>
<p>Article 23</p>	<p>Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.</p>
<p>Article 24</p>	<p>Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).</p>

<p>Article 25</p>	<p>National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.</p>
<p>Article 26</p>	<p>Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.</p>
<p>Article 27</p>	<p>Non-Supplanting Requirement Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.</p>
<p>Article 28</p>	<p>Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.</p>
<p>Article 29</p>	<p>Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.</p>

Article 30 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33 Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

<p>Article 35</p>	<p>SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.</p>
<p>Article 36</p>	<p>Terrorist Financing Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.</p>
<p>Article 37</p>	<p>Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.</p>
<p>Article 38</p>	<p>Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.</p>
<p>Article 39</p>	<p>USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.</p>
<p>Article 40</p>	<p>Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.</p>
<p>Article 41</p>	<p>Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.</p>

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

<p>Article 46</p>	<p>Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.</p>
<p>Article 47</p>	<p>Indirect Cost Rate 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.</p>
<p>Article 48</p>	<p>Award Performance Goals FEMA will measure the recipient's performance of the grant by comparing the firefighter hiring activities of new, additional firefighters, rehire laid off firefighters, or retain firefighters facing layoff OR recruitment and retention activities of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients increased compliance with the National standards described in the NOFO.</p>

Obligating document

<p>1. Agreement No. EMW-2023-FF-01005</p>	<p>2. Amendment No. N/A</p>	<p>3. Recipient No. 596000553</p>	<p>4. Type of Action AWARD</p>	<p>5. Control No. WX03511N2024T</p>
<p>6. Recipient Name and Address CLAY COUNTY BOARD OF COUNTY COMMISSIONERS 477 HOUSTON ST FL 4 GREEN COVE SPRINGS, FL 32043</p>		<p>7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646</p>	<p>8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742</p>	

9. Name of Recipient Project Officer Lorin Mock	9a. Phone No. 9045091572	10. Name of FEMA Project Coordinator Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program	10a. Phone No. 1-866-274-0960
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11. Effective Date of This Action 09/23/2024	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 03/22/2025 to 03/21/2028 Budget Period 03/22/2025 to 03/21/2028
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15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FF	97.083	2024-F3-GF01 - P410-xxxx-4101-D	\$0.00	\$4,057,906.50	\$4,057,906.50	\$0.00
Totals			\$0.00	\$4,057,906.50	\$4,057,906.50	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here:

N/A

~~**16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~

This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA WILLIAMS, Assistant Administrator, Grant Programs	DATE 09/23/2024

CLAY COUNTY RESOLUTION NO. 2024/2025-

WHEREAS, the following revenue from the U.S. Department of Homeland Security, Fiscal Year (FY) 2023 Staffing for Adequate Fire and Emergency Response (SAFER) Grant was not anticipated when the 2024/2025 budget was approved, and

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

WHEREAS, these funds are to be used to support fifteen (15) new Clay County firefighters.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:	\$ 174,536,226
Additions to General Fund (FD1000)	
General Fund / All Grants Organization / Staffing for Adequate Fire and Emergency Response (SAFER) FY23 Grant / FY23 SAFER / Federal Grants – SAFER Grant	FD1000-CC1233-PRJ100792-GR010162-RC331225 \$ 945,654
Amended Total Revenue	\$ 175,481,880

Prior Fund Total:	\$ 14,904,567
Additions to Fire Control MSTU Fund (FD1030)	
Fire Control MSTU Fund / All Grants Organization / Staffing for Adequate Fire and Emergency Response (SAFER) FY23 Grant / FY23 SAFER / Federal Grants – SAFER Grant	FD1030-CC1233-PRJ100792-GR010162-RC331225 \$ 315,218
Amended Total Revenue	\$ 15,219,785

APPROPRIATION

Prior Fund Total:	\$ 174,536,226
Additions to General Fund (FD1000)	
General Fund / All Grants Organization / Staffing for Adequate Fire and Emergency Response (SAFER) FY23 Grant / FY23 SAFER / Regular Salaries	FD1000-CC1233-PRJ100792-GR010162-SC512000 \$ 514,286
General Fund / All Grants Organization / Staffing for Adequate Fire and Emergency Response (SAFER) FY23 Grant / FY23 SAFER / FICA Taxes	FD1000-CC1233-PRJ100792-GR010162-SC521000 \$ 39,343

General Fund / All Grants Organization / Staffing for Adequate Fire and Emergency Response (SAFER) FY23 Grant / FY23 SAFER / Retirement Contributions	FD1000-CC1233-PRJ100792-GR010162-SC522000	\$	212,451
General Fund / All Grants Organization / Staffing for Adequate Fire and Emergency Response (SAFER) FY23 Grant / FY23 SAFER / Health Insurance	FD1000-CC1233-PRJ100792-GR010162-SC523000	\$	179,574
Amended Total Appropriation			\$ 175,481,880

Prior Fund Total:			\$ 14,904,567
Additions to Fire Control MSTU Fund (FD1030)			
Fire Control MSTU Fund / All Grants Organization / Staffing for Adequate Fire and Emergency Response (SAFER) FY23 Grant / FY23 SAFER / Regular Salaries	FD1030-CC1233-PRJ100792-GR010162-SC512000	\$	171,429
Fire Control MSTU Fund / All Grants Organization / Staffing for Adequate Fire and Emergency Response (SAFER) FY23 Grant / FY23 SAFER / FICA Taxes	FD1030-CC1233-PRJ100792-GR010162-SC521000	\$	13,114
Fire Control MSTU Fund / All Grants Organization / Staffing for Adequate Fire and Emergency Response (SAFER) FY23 Grant / FY23 SAFER / Retirement Contributions	FD1030-CC1233-PRJ100792-GR010162-SC522000	\$	70,817
Fire Control MSTU Fund / All Grants Organization / Staffing for Adequate Fire and Emergency Response (SAFER) FY23 Grant / FY23 SAFER / Health Insurance	FD1030-CC1233-PRJ100792-GR010162-SC523000	\$	59,858
Amended Total Appropriation			\$ 15,219,785

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 10th day of October, 2022.

Board of County Commissioners Clay
County, Florida

Jim Renninger, Chairman

ATTEST:

Tara S. Green
County Clerk of Court and Comptroller
Ex Officio Clerk to the Board



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County
Commissioners

DATE: 9/30/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description Type	Upload Date	File Name
MOA re Gun Range UsageJax Beach	Agreement/Contract 10/3/2024	MOA_re_Gun_Range_Usage_Jax_Beach.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	10/2/2024 - 5:40 PM	Item Pushed to Agenda

**MEMORANDUM OF AGREEMENT
BETWEEN**

**CLAY COUNTY
AND
THE CITY OF JACKSONVILLE BEACH
USAGE OF CLAY COUNTY GUN RANGE**

This Memorandum of Agreement (“MOA”) is entered into this _____ day of October, 2024, between Clay County, a political subdivision of the State of Florida (the “County”), and the City of Jacksonville Beach, a municipal corporation of the State of Florida (“Jacksonville Beach”), whose address is 11 N Third St., Jacksonville Beach, Florida 32250.

RECITALS

WHEREAS, the County owns 158 acres of land located off County Road 215 in Middleburg on a portion of which it has constructed a Gun Range consisting of a covered building and firing range (“CCGR”); and

WHEREAS, Jacksonville Beach’s police officers require regular firearms training to maintain the safety certifications necessary to serve as law enforcement officers; and

WHEREAS, Clay County presently has no firing range available for law enforcement officers to use for training and testing; and

WHEREAS, the County and the Clay County Sheriff entered into a Memorandum of Agreement granting the Sheriff’s office priority use of the CCGR with designated days for use separate from use by the general public; and

WHEREAS, the County wishes to grant the Jacksonville Beach Police Department use of the CCGR on the days designated for use by the Clay County Sheriff and other law enforcement agencies to the exclusion of the general public; and

WHEREAS, the County and Jacksonville Beach intend to formalize their agreement with regard to the use of the CCGR.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the County and Jacksonville Beach agree as follows:

1. **PREMISES:** The County authorizes Jacksonville Beach, subject to the terms and conditions of this Agreement, to use the CCGR for firearms training, practice, and testing of the Jacksonville Beach Police Department's officers.

2. **AUTHORIZED REPRESENTATIVES:** For purposes of this Agreement, the County Representatives shall be the County Manager or the CCGR Manager, and Jacksonville Beach's Representatives shall be the City Manager or Chief of Police.

3. **TERM:** This Agreement shall commence on the date first noted above, and shall continue until terminated by either party.

4. **USE OF THE CCGR BY JACKSONVILLE BEACH:**

a. Throughout the term of this Agreement, Jacksonville Beach shall have access to the CCGR Monday through Wednesday for use by the Jacksonville Beach Police Department's officers to the exclusion of the general public, subject to approval by the Clay County Sheriff, which approval shall not be unreasonably withheld.

b. At any and all times that the Jacksonville Beach Police Department's officers intend to use the CCGR, written notification shall be provided to the Gun Range Manger or designee of the intended use of the CCGR.

c. At any and all times that the Jacksonville Beach Police Department's officers have access to the CCGR, Jacksonville Beach shall not allow access to, or use of, the CCGR by non-certified law enforcement officers, by personnel of other law enforcement agencies that have not entered into agreements with the County for use of the CCGR, or any other unauthorized invitees.

d. Jacksonville Beach's use of any space at the CCGR is conditioned upon:

1) Jacksonville Beach, at its sole cost and expense, providing a certified safety officer on site during the use of the facilities by the Jacksonville Beach Police Department's officers, unless such safety officer is being provided at the time of use by the Clay County Sheriff;

2) The execution of a General Waiver by all of the Jacksonville Beach Police Department's officers utilizing the CCGR;

3) The adherence to all of the Jacksonville Beach Police Department's internal policies and procedures for firearm safety, best practices, and all FDLE requirements.

e. Jacksonville Beach shall immediately notify the County's Risk Management Department and an authorized representative of the CCGR upon the discovery of any defects or issues related to the CCGR or any incidents occurring at the CCGR.

f. No usage fees will be due for use of the CCGR by the Jacksonville Beach Police Department Officers on the designated days set forth herein.

g. The County reserves the right to close, in whole or in part, the CCGR upon written notification to Jacksonville Beach for such period or periods as may be deemed necessary, due to unsuitable weather or other conditions which are considered by the County as unfavorable for the use of the CCGR.

5. **CONDUCT WHILE ON CCGR:** Jacksonville Beach acknowledges that the Jacksonville Beach Police Department's officers, employees, and agents, will conduct themselves in an appropriate manner while at the CCGR. It is a breach of this Agreement for the Jacksonville Beach Police Department's officers, employees, and agents, to act in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the environment of the CCGR or constitute any level of threat to the safety, health and well-being of any person(s) present. Jacksonville Beach agrees to immediately remove any officer, employee, or agent if directed to do so by an authorized representative of the CCGR, for any alleged violations of conduct prohibited herein.

6. **INSURANCE:**

a. Providing and maintaining adequate insurance coverage is a material obligation of Jacksonville Beach.

b. Jacksonville Beach shall obtain and maintain in force, at Jacksonville Beach's expense, during the entire term of this Agreement, public liability insurance with a minimum coverage of one million dollars (\$1,000,000) for injuries to one person and two million dollars (\$2,000,000) of aggregate coverage and one million dollars (\$1,000,000) for damage to property.

c. The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificate of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number and/or other identifying reference must be listed on the certificate of insurance.

d. The Certificate Holder on the certificate of insurance should read as follows: "Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043" or as otherwise designated by the County's Purchasing Department and shall name as Additional Insureds the following: Clay County, a political subdivision of the State of Florida, and the Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear.

e. The certificate of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Jacksonville Beach to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of

any insurance policy, Jacksonville Beach shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, Jacksonville Beach agrees to immediately suspend its use of the CCGR until replacement insurance is obtained and verified.

f. Prior to commencement of use of the CCGR, Jacksonville Beach must deliver a valid certificate of insurance for the required insurance coverage to the County's Purchasing Department.

7. LOSS AND DAMAGE:

a. The County shall not be liable for any damage to property of the Jacksonville Beach Police Department's officers, employees, or agents, while located on the CCGR, nor for loss of or damage to any property of the Jacksonville Beach Police Department's officers, employees, or agents, by theft or otherwise. If any property of the Jacksonville Beach Police Department's officers, employees, or agents is kept or stored at the CCGR, it shall be so kept or stored at the risk of the Jacksonville Beach Police Department's officers, employees, or agents, and Jacksonville Beach and its Police Department's officers, employees, or agents shall hold the County harmless from and hereby waive any claims arising out of damage to the same.

b. Jacksonville Beach shall be liable for the reasonable cost of repair of any damages to the CCGR caused by the Jacksonville Beach Police Department's officers, employees, or agents, during use or occupancy of the CCGR during the term of the Agreement, subject to normal wear and tear.

8. INDEMNITY:

a. Jacksonville Beach shall promptly defend, indemnify, and hold harmless the County, and its directors, officers, employees, representatives, agents, boards and commissions from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, orders, and/or judgments, either at law or in equity, including court costs, attorneys' fees, professional fees, or other expenses, that may hereafter at any time be made or brought by anyone on account of personal or bodily injury, damage to or loss of property, loss of monies, death, or other loss, arising out of, by reason of, or in any manner connected with or related to the use of the CCGR by the Jacksonville Beach Police Department's officers, employees, and agents. To the extent any indemnification by Jacksonville Beach may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, Jacksonville Beach's sovereign immunity protections.

b. The County does not agree to and shall not indemnify Jacksonville Beach or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

c. The provisions in this Section shall survive the termination or expiration of this Agreement.

9. **TERMINATION:** The County may terminate this Agreement, in whole or in part, upon written notice of termination by the County Manager to Jacksonville Beach at least 120 days before the termination, setting forth the effective date of termination. If either party wishes to terminate the agreement, in whole or in part, for their mutual convenience, the parties may agree to such through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.

10. **AMENDMENT:** The Agreement may only be modified or amended upon mutual written agreement of the County and Jacksonville Beach. No oral agreements or representation shall be valid or binding upon either Party.

11. **COMPLIANCE WITH LAWS:** The Jacksonville Beach Police Department's officers, employees, and agents shall comply with all applicable Federal, State, County, and Municipal laws, ordinances, and regulations pertaining to the interior and exterior use and occupancy of the CCGR.

12. **NO ASSIGNMENT:** Neither party may assign, transfer or otherwise vest in any other person or agency any of its rights or obligations under this Agreement without the prior express written consent of the other party to such assignment, delegation or transfer which consent shall not be unreasonably withheld. Jacksonville Beach may not enter into agreements for the provision of services with respect to fulfillment of Jacksonville Beach's duties and obligations hereunder without the express written consent of the County which consent shall not be unreasonably withheld.

13. **NO THIRD-PARTY BENEFICIARIES:** Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

14. **TAXATION OF COSTS AND EXPENSES:** In the event either party shall retain an attorney to litigate on its behalf against the other Party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of those costs, and expenses the taxation of which is provided for by statute, including costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of

litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend either party's liability beyond the limits established in Section 768.28, Florida Statutes.

15. **NOTICES:** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered or given when: a) actually received or b) signed for or "refused" as indicated on the postal service return receipt. Delivery may be personal delivery or by United States Mail, postage prepaid, certified or registered mail, or by deposit with a nationally recognized express courier, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they may hereafter specify by written notice, delivered in accordance herewith.

To County:

Clay County
Attn: County Manager
477 Houston St.
P.O. Box 1366
Green Cove Springs, Florida 32043

To Jacksonville Beach:

City of Jacksonville Beach
Attn: City Manager
11 North Third St.
Jacksonville Beach, FL 32250

16. **ENTIRE AGREEMENT:** This Agreement sets forth the entire Agreement between the parties. Any prior conversation or writing is merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon the County and Jacksonville Beach, unless reduced to writing and signed by both parties.

17. **HEADINGS:** The headings contained in this Agreement are for references purposes only and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Agreement.

18. **SEVERABILITY:** If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

19. **PUBLIC RECORDS:** The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. The parties shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement that are in its possession or under its control. A request to inspect or copy public records relating to the Agreement must be made directly to the County.

20. **RECORDS RETENTION AND AUDIT:** The parties shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement terminates. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. Each party to this Agreement, upon written reasonable notice, shall have the right to audit and

inspect any records of the other party relating to this Agreement to ensure compliance with the terms of this Agreement.

IF JACKSONVILLE BEACH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO JACKSONVILLE BEACH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

21. **COUNTERPARTS:** The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

22. **AUTHORITY:** The parties to this Agreement agree that electronic signatures may be utilized by either or both parties and that the digital signatures of the party or parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

**CLAY COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA**

Jim Renninger, Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

CITY OF JACKSONVILLE BEACH, FLORIDA

Christine Hoffman, Mayor

ATTEST:

Sheri Gosselin
City Clerk

F:\Contract\Interlocal\Jacksonville Beach PD\MOA re Gun Range Usage_Jax Beach.docx



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County
Commissioners

DATE: 9/25/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

BACKGROUND INFORMATION:

Agreement is being heard by the School Board at its meeting Thursday October 3 and upon approval will be provided Friday for backup

ATTACHMENTS:

Description	Type	Upload Date	File Name
School Concurrency Proportionate Share Mit Agmt - Bella Lago Townhomes	Agreement/Contract	10/4/2024	School_Concurrency_Proportionate_Share_Mit_Agmt_-_Bella_Lago_Townhomes.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	10/2/2024 - 5:37 PM	Item Pushed to Agenda

**SCHOOL CONCURRENCY PROPORTIONATE SHARE
MITIGATION AGREEMENT**
(Bella Lago Townhomes, Ph. 2 extra)

THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT ("Agreement") is made by and among **CLAY COUNTY, FLORIDA** a political subdivision of the state of Florida, whose address is 477 Houston Street, Green Cove Springs, Florida 32043 (the "**County**"); **CLAY COUNTY DISTRICT SCHOOLS**, a body corporate and political subdivision of the State of Florida, whose address is 900 Walnut Street, Green Cove Springs, Florida 32043 (hereinafter referred to as "**School District**"); and **DFH LAND LLC**, a Florida limited liability company, whose address is 14701 Philips Highway, Suite 200, Jacksonville, FL 32256 (hereinafter referred to as the "**Developer**").

RECITALS:

WHEREAS, Developer is the contract purchaser of that certain tract of land being approximately ± 18.73 acres located in unincorporated Clay County, Florida, being a portion of Clay County Parcel Identification No. 23-05-25-010101-015-00 as more particularly described on **Exhibit "A"** attached hereto incorporated herein by this reference (the "**Property**"). The location of the Property described in **Exhibit "A"** is illustrated with a map appearing in **Exhibit "B"**; and further described in the School Concurrency Reservation Certificate Application No. SCRC # 2024000014; and

WHEREAS, the Developer has submitted an application for a development proposal seeking approval to develop a maximum of 10 single-family attached residential dwelling units on the Property, hereinafter referred to as the "**Development Proposal**"; and

WHEREAS, the County and the School District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards ("**Level of Service**" and "**Level of Service Standards**") consistent with the terms of the current Interlocal Agreement for Coordinated Planning, Public Educational Facility Siting and Review and School Concurrency in Clay County between the School District, the Clay County Board of County Commissioners and the local governments (the "**Interlocal Agreement**"), and the public school facilities and capital improvement elements of the respective comprehensive plans (individually, "**Element**"; plural, "**Elements**"); and

WHEREAS, at the time of this Agreement, adequate elementary capacity is not available to accommodate the elementary students the Development Proposal is anticipated to generate by the Development Proposal; and

WHEREAS, at the adopted Level of Service standards, (i) adequate school capacity is not available for three (3) elementary students generated by the Development Proposal at the Level of Service Standard within the school concurrency services area or areas in which the Development Proposal is located, to accommodate the anticipated number of public school students that the Development Proposal will generate; (ii) the needed elementary capacity for the applicable Concurrency Service Area or Concurrency Service Areas within which the Development Proposal is located is also not available in any contiguous Concurrency Service Areas; and (iii) available elementary capacity will not be in place or under actual construction at the time of the approval of the Development Proposal; and

WHEREAS, authorizing these new residential dwelling units without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard for public school facilities in

one or more applicable Concurrency Service Areas, or will exacerbate existing deficiencies in Level of Service; and

WHEREAS, the Parties agree that public school concurrency shall be satisfied by the Developer's execution of this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by these new residential dwelling units ("**Proportionate Share Mitigation**"); and

WHEREAS, the Parties further agree that the appropriate Proportionate Share Mitigation option necessary to satisfy public school concurrency is payment of Proportionate Share Mitigation in the amount of \$102,305.00 for the Development Proposal, or \$10,230.50 per dwelling unit, as more specifically depicted or described herein; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which the Developer shall pay funds as Proportionate Share Mitigation for the Property impacts on K-12 educational facilities under control of the School District.

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. **PARTIES.** The County, the School District and the Developer shall be collectively referred to as the "**Parties.**"

3. **LEGALLY BINDING COMMITMENT.** The Parties agree that this Agreement constitutes a legally binding commitment by the Developer to provide Proportionate Share Mitigation for the new residential dwelling units sought to be approved by County in the Development Proposal for the Property.

4. **PROPORTIONATE SHARE MITIGATION.** The Parties agree that the payment of Proportionate Share Mitigation in the total amount of \$102,305.00 for the Development Proposal, or \$ 10,230.50 per dwelling unit, is an appropriate Proportionate Share Mitigation option necessary to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area or Concurrency Service Areas. Upon the final execution of this School Mitigation Agreement, the School District shall issue a revised School Concurrency Determination showing adequate mitigation. The duration and effect of this School Concurrency Determination shall be in accordance with the Interlocal Agreement and the Public School Facilities Element. However, in no event shall this School Concurrency Determination, or any capacity reservation based on this Determination, continue to be effective if the Developer fails to perform its obligations under this Agreement. Conversely, once the Developer has completely performed its obligations under this Agreement, the Developer shall be entitled to rely on the School Concurrency Determination and capacity reservation to the extent of the capacity provided by the Proportionate Share Mitigation and once the Developer has completely performed its obligations under this Agreement, such right of reliance shall survive the expiration of this Agreement.

5. **TIMING.** The Parties agree that the Proportionate Share Mitigation shall occur at the time of, and be a condition for the issue by County of, final site plan approval for each unit within the Property. For example, if a site plan contains 100 units, the Developer shall pay \$1,023,050 (100 units times

\$10,230.50 per unit) in Proportionate Share Mitigation prior to the County's approval of such site plan. Each payment shall be made directly to the School District.

6. **PHASING.** The Developer agrees that it shall make every effort to adhere to the phasing schedule that was provided in the application for the School Concurrency Reservation Certificate (as applicable) and will notify the School District Designee if changes to the phasing schedule occur.

7. **IMPACT FEE CREDIT.** As consideration for the Developer's Proportionate Share Mitigation specified herein, the Parties agree that the County shall provide a credit of \$102,305.00 for the Development Proposal, or \$10,230.50 per dwelling unit, toward any school impact fee or exaction imposed by ordinance of Clay County for the same need. Should the school impact fee or exaction be greater than the above-described credit, the Developer shall pay the difference at the time school impact fees are due. The Developer shall provide a school impact fee voucher, verified by the School District Designee prior to submittal, substantially in the form of "Exhibit C" to the County, at the time of impact fee payment. Should the school impact fee or exaction be less, the Developer shall not be entitled to the use of any excess credits. Should school impact fees be pre-paid in order to extend the Final Certificate of Concurrency, any remaining balance due on the Proportionate Share Mitigation shall be paid at the time of final subdivision approval. Provided, however nothing in this Agreement shall be deemed to require the County to continue to levy or collect School Impact Fees, or, if levied, to levy them for any certain amount.

8. **SCHOOL CAPACITY IMPROVEMENT.** The School District agrees to apply the Proportionate Share Mitigation contributed by the Developer toward a school capacity improvement which will be added to the planned capital improvements in the Five Year District Facilities Work Plan at the time of its next annual update, and which satisfies the demands created by the Development Proposal in accordance with this Agreement.

9. **NO GUARANTEE OF LAND USE/ZONING.** Nothing in this Agreement shall require the County to approve any Land Use Amendment or Rezoning application associated with the Property.

10. **EFFECTIVE DATE.** This Agreement shall become effective on the date it is recorded in the Public Records of Clay County, Florida (the "Effective Date"). If this Agreement is not executed by the Developer and delivered to the County within thirty (30) days after the latter of County or School District approval of this Agreement, this Agreement shall become void.

11. **TERM.** This Agreement shall expire upon the Parties' completion of their performance of all obligations herein.

12. **STATUTORY COMPLIANCE.** The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes.

13. **NOTICES.** Whenever any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the Parties designate the following as the respective places for giving notice:

TO THE COUNTY:

Howard Wannamaker
Clay County Manager
477 Houston Street
Green Cove Springs, Florida 32043

WITH COPIES TO:

County Attorney
Clay County
477 Houston Street
Green Cove Springs, Florida 32043
Email:
courtney.grimm@claycountygov.com

FOR SCHOOL DISTRICT:

Lance Addison
Director of Facility Planning and
Construction
Clay County District Schools
900 Walnut Street
Green Cove Springs, Florida 32043

FOR DEVELOPER:

DFH Land LLC
Attn: Robert Riva
14701 Philips Highway, Suite 200
Jacksonville, FL 32256

WITH COPIES TO:

Kimley-Horn and Associates, Inc.
Attn: Blair Knighting, AICP
12740 Gran Bay Parkway West,
Suite 2350
Jacksonville, Florida 32258
Email: blair.knighting@kimley-horn.com

14. **RELEASE.** Upon the performance of all obligations of all Parties hereto, the School District shall release the Developer from this Agreement, and the Developer shall release the School District and the County from any and all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Developer's expense in the Official Records of Clay County, Florida, evidencing such performance.

15. **DEFAULT.** If any party to this Agreement materially defaults under the terms hereof, then the County shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the Developer of the property described herein fail to timely cure a default in meeting its obligations set forth herein, its concurrency certificate, issued based upon payment and/or performance hereunder, shall be voided and that Developer and the property described herein shall lose their right to concurrency under this Agreement and their right to School Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property dependent upon such certificate will be stopped, until and unless the agreement is reinstated or the default is cured or capacity becomes available and is granted through an appropriate application. Should the County or School District fail to timely cure a default in meeting their obligations set forth herein, Developer may seek any and all remedies available to it in law or equity.

16. **VENUE; CHOICE OF LAW.** Any controversies or legal issues arising out of this

Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the Circuit Court of Clay County, Florida, the venue sites, and shall be governed by the laws of the State of Florida.

17. **CAPTIONS and PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

18. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.

19. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

20. **FURTHER ASSURANCES.** The Parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

21. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared with the same or similar formality as this Agreement and executed by all the Parties to this Agreement.

22. **ASSIGNMENT.** This Agreement runs with the land. The Developer may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior acknowledgement of all of the Parties. At the election of the School District, such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

23. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is made for the sole benefit and protection of the parties, their successors and assigns, and no other persons shall have any right of action hereunder.

24. **COUNTERPARTS.** This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.

25. **RECORDING OF THIS AGREEMENT.** The Developer shall record this Agreement, at its expense, within fourteen (14) days after full execution and receipt of original counterpart signature pages, in the Clay County Public Records. Time is of the essence in the recording, and failure to timely record shall render this Agreement void.

26. **MERGER CLAUSE.** This Agreement sets forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

27. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the

Agreement, and the balance of this Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates above each signature:

COUNTY:

CLAY COUNTY, through its COUNTY COMMISSION, signing by and through its Chair, authorized to execute same by Commission action on this _____ day of _____, 2024.

Passed and Duly Adopted by the Board of County Commissioners of Clay County, Florida this _____ day of _____, 2024.

CLAY COUNTY, FLORIDA, a political
Subdivision of the state of Florida

By: _____
Jim Renninger, Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

SCHOOL DISTRICT:

The SCHOOL DISTRICT OF CLAY COUNTY, signing by and through its Chair, authorized to execute same by District action on this 3rd day of October, 2024.

Signed, witnessed, executed and acknowledged on this 3rd day of October, 2024.

WITNESSES

THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA

By: Ashley Gilhousen
Ashley Gilhousen, Chairperson

ATTEST:

By: David Broskie
David Broskie, Superintendent of Schools

DEVELOPER

The DEVELOPER signing by _____ its _____ duly authorized to execute same, on this _____ day of _____, 2024.

Signed, witnessed, executed and acknowledged on this _____ day of _____, 2024.

WITNESSES

DEVELOPER

DFH LAND, LLC. a
Florida limited liability company

Print Name: _____

By: _____

Name: _____

Its: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization on this day _____ of _____, 2024, by _____, as _____ of Developer Name, on behalf of the corporation, who is (check one) personally known to me or has produced a valid driver's license as identification.

Notary Public

Name: _____

Commission Expires: _____



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County
Commissioners

DATE: 9/30/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

BACKGROUND INFORMATION:

Agreement is being heard by the School Board at its meeting Thursday October 3 and upon approval will be provided Friday for backup

ATTACHMENTS:

Description	Type	Upload Date	File Name
School Concurrency Proportionate Share Mit Agmt - Farley Single Family	Agreement/Contract	10/4/2024	School_Concurrency_Proportionate_Share_Mit_Agmt_-_Farley_Single_Family.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	10/2/2024 - 5:37 PM	Item Pushed to Agenda

**SCHOOL CONCURRENCY PROPORTIONATE SHARE
MITIGATION AGREEMENT
(Farley Single Family)**

THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT ("Agreement") is made by and among **CLAY COUNTY, FLORIDA** a political subdivision of the state of Florida, whose address is 477 Houston Street, Green Cove Springs, Florida 32043 (the "**County**"); **CLAY COUNTY DISTRICT SCHOOLS**, a body corporate and political subdivision of the State of Florida, whose address is 900 Walnut Street, Green Cove Springs, Florida 32043 (hereinafter referred to as "**School District**"); and **MERITAGE HOMES OF FLORIDA, INC.**, a Florida limited liability company, whose address is 18655 North Claret Drive, Suite 400 Scottsdale, AZ 85255 (hereinafter referred to as the "**Developer**").

RECITALS:

WHEREAS, Developer is the contract purchaser of that certain tract of land being approximately ± 20 acres located in unincorporated Clay County, Florida, being a portion of Clay County Parcel Identification No. 010101-004-00 as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**"). The location of the Property described in **Exhibit "A"** is illustrated with a map appearing in **Exhibit "B"**; and further described in the School Concurrency Reservation Certificate Application No. SCRC # 2024000016; and

WHEREAS, Developer has submitted an application for a development proposal seeking approval to develop a maximum of 72 single-family residential dwelling units on the Property, hereinafter referred to as the "**Development Proposal**"; and

WHEREAS, the County and the School District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards ("**Level of Service**" and "**Level of Service Standards**") consistent with the terms of the current Interlocal Agreement for Coordinated Planning, Public Educational Facility Siting and Review and School Concurrency in Clay County between the School District, the Clay County Board of County Commissioners and the local governments (the "**Interlocal Agreement**"), and the public school facilities and capital improvement elements of the respective comprehensive plans (individually, "**Element**"; plural, "**Elements**"); and

WHEREAS, at the time of this Agreement, adequate elementary capacity is not available to accommodate the elementary students the Development Proposal is anticipated to generate by the Development Proposal; and

WHEREAS, at the adopted Level of Service standards, (i) adequate school capacity is not available for 19 elementary students generated by the Development Proposal at the Level of Service Standard within the school concurrency services area or areas in which the Development Proposal is located, to accommodate the anticipated number of public school students that the Development Proposal will generate; (ii) the needed elementary capacity for the applicable Concurrency Service Area or Concurrency Service Areas within which the Development Proposal is located is also not available in any contiguous Concurrency Service Areas; and (iii) available elementary capacity will not be in place or under actual construction at the time of the approval of the Development Proposal; and

WHEREAS, authorizing these new residential dwelling units without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard for public school facilities in

one or more applicable Concurrency Service Areas, or will exacerbate existing deficiencies in Level of Service; and

WHEREAS, the Parties agree that public school concurrency shall be satisfied by the Developer's execution of this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by these new residential dwelling units ("**Proportionate Share Mitigation**"); and

WHEREAS, the Parties further agree that the appropriate Proportionate Share Mitigation option necessary to satisfy public school concurrency is payment of Proportionate Share Mitigation in the amount of **\$647,932.00 for the Development Proposal, or \$8,999.06 per dwelling unit**, as more specifically depicted or described herein; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which the Developer shall pay funds as Proportionate Share Mitigation for the Property impacts on K-12 educational facilities under control of the School District.

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. **PARTIES.** The County, the School District and the Developer shall be collectively referred to as the "**Parties.**"

3. **LEGALLY BINDING COMMITMENT.** The Parties agree that this Agreement constitutes a legally binding commitment by the Developer to provide Proportionate Share Mitigation for the new residential dwelling units sought to be approved by County in the Development Proposal for the Property.

4. **PROPORTIONATE SHARE MITIGATION.** The Parties agree that the payment of Proportionate Share Mitigation in the total amount of \$647,932.00 for the Development Proposal, or \$8,999.06 per dwelling unit, is an appropriate Proportionate Share Mitigation option necessary to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area or Concurrency Service Areas. Upon the final execution of this School Mitigation Agreement, the School District shall issue a revised School Concurrency Determination showing adequate mitigation. The duration and effect of this School Concurrency Determination shall be in accordance with the Interlocal Agreement and the Public School Facilities Element. However, in no event shall this School Concurrency Determination, or any capacity reservation based on this Determination, continue to be effective if the Developer fails to perform its obligations under this Agreement. Conversely, once the Developer has completely performed its obligations under this Agreement, the Developer shall be entitled to rely on the School Concurrency Determination and capacity reservation to the extent of the capacity provided by the Proportionate Share Mitigation and once the Developer has completely performed its obligations under this Agreement, such right of reliance shall survive the expiration of this Agreement.

5. **TIMING.** The Parties agree that the Proportionate Share Mitigation shall occur at the time of, and be a condition for the issue by County of, final site plan approval for each unit within the Property. For example, if a site plan contains 100 units, the Developer shall pay \$899,906.00 (100 units times \$8,999.06 per unit) in Proportionate Share Mitigation prior to the County's approval of such site plan. Each

payment shall be made directly to the School District.

6. PHASING. The Developer agrees that it shall make every effort to adhere to the phasing schedule that was provided in the application for the School Concurrency Reservation Certificate (as applicable) and will notify the School District Designee if changes to the phasing schedule occur.

7. IMPACT FEE CREDIT. As consideration for the Developer's Proportionate Share Mitigation specified herein, the Parties agree that the County shall provide a credit of \$647,932.00 for the Development Proposal, or \$8,999.06 per dwelling unit, toward any school impact fee or exaction imposed by ordinance of Clay County for the same need. Should the school impact fee or exaction be greater than the above-described credit, the Developer shall pay the difference at the time school impact fees are due. The Developer shall provide a school impact fee voucher, verified by the School District Designee prior to submittal, substantially in the form of "Exhibit C" to the County, at the time of impact fee payment. Should the school impact fee or exaction be less, the Developer shall not be entitled to the use of any excess credits. Should school impact fees be pre-paid in order to extend the Final Certificate of Concurrency, any remaining balance due on the Proportionate Share Mitigation shall be paid at the time of final subdivision approval. Provided, however nothing in this Agreement shall be deemed to require the County to continue to levy or collect School Impact Fees, or, if levied, to levy them for any certain amount.

8. SCHOOL CAPACITY IMPROVEMENT. The School District agrees to apply the Proportionate Share Mitigation contributed by the Developer toward a school capacity improvement which will be added to the planned capital improvements in the Five Year District Facilities Work Plan at the time of its next annual update, and which satisfies the demands created by the Development Proposal in accordance with this Agreement.

9. NO GUARANTEE OF LAND USE/ZONING. Nothing in this Agreement shall require the County to approve any Land Use Amendment or Rezoning application associated with the Property.

10. EFFECTIVE DATE. This Agreement shall become effective on the date it is recorded in the Public Records of Clay County, Florida (the "Effective Date"). If this Agreement is not executed by the Developer and delivered to the County within thirty (30) days after the latter of County or School District approval of this Agreement, this Agreement shall become void.

11. TERM. This Agreement shall expire upon the Parties' completion of their performance of all obligations herein.

12. STATUTORY COMPLIANCE. The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes.

13. NOTICES. Whenever any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the Parties designate the following as the respective places for giving notice:

TO THE COUNTY:

County Manager
Clay county
477 Houston Street
Green Cove Springs, Florida 32043

WITH COPIES TO:

County Attorney
Clay County
477 Houston Street
Green Cove Springs, Florida 32043
Email:
courtney.grimm@claycountygov.com

FOR SCHOOL DISTRICT:

Lance Addison
Director of Facility Planning and
Construction
Clay County District Schools
900 Walnut Street
Green Cove Springs, Florida 32043

FOR DEVELOPER:

Meritage Homes of Florida, Inc.
Attn: Scott Ennis
13901 Sutton Park Drive S., Suite 350
Jacksonville FL, 32224

WITH COPIES TO:

Kimley-Horn and Associates, Inc.
Attn: Blair Knighting, AICP
12740 Gran Bay Parkway West,
Suite 2350
Jacksonville, Florida 32258
Email: blair.knighting@kimley-horn.com

14. **RELEASE.** Upon the performance of all obligations of all Parties hereto, the School District shall release the Developer from this Agreement, and the Developer shall release the School District and the County from any and all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Developer's expense in the Official Records of Clay County, Florida, evidencing such performance.

15. **DEFAULT.** If any party to this Agreement materially defaults under the terms hereof, then the County shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the Developer of the property described herein fail to timely cure a default in meeting its obligations set forth herein, its concurrency certificate, issued based upon payment and/or performance hereunder, shall be voided and that Developer and the property described herein shall lose their right to concurrency under this Agreement and their right to School Impact Fee credits under this Agreement. Further, in the case of such default, any development upon that property dependent upon such certificate will be stopped, until and unless the agreement is reinstated or the default is cured or capacity becomes available and is granted through an appropriate application. Should the County or School District fail to timely cure a default in meeting their obligations set forth herein, Developer may seek any and all remedies available to it in law or equity.

16. **VENUE; CHOICE OF LAW.** Any controversies or legal issues arising out of this

Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the Circuit Court of Clay County, Florida, the venue sites, and shall be governed by the laws of the State of Florida.

17. **CAPTIONS and PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

18. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.

19. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

20. **FURTHER ASSURANCES.** The Parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

21. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared with the same or similar formality as this Agreement and executed by all the Parties to this Agreement.

22. **ASSIGNMENT.** This Agreement runs with the land. The Developer may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior acknowledgement of all of the Parties. At the election of the School District, such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

23. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is made for the sole benefit and protection of the parties, their successors and assigns, and no other persons shall have any right of action hereunder.

24. **COUNTERPARTS.** This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.

25. **RECORDING OF THIS AGREEMENT.** The Developer shall record this Agreement, at its expense, within fourteen (14) days after full execution and receipt of original counterpart signature pages, in the Clay County Public Records. Time is of the essence in the recording, and failure to timely record shall render this Agreement void.

26. **MERGER CLAUSE.** This Agreement sets forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

27. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the

Agreement, and the balance of this Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates above each signature:

COUNTY:

CLAY COUNTY, through its COUNTY COMMISSION, signing by and through its Chair, authorized to execute same by Commission action on this _____ day of _____, 2024.

Passed and Duly Adopted by the Board of County Commissioners of Clay County, Florida this _____ day of _____, 2024.

CLAY COUNTY, FLORIDA, a political
Subdivision of the state of Florida

By: _____
Jim Renniger, Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

SCHOOL DISTRICT:

The SCHOOL DISTRICT OF CLAY COUNTY, signing by and through its Chair, authorized to execute same by District action on this 3rd day of October, 2024.

Signed, witnessed, executed and acknowledged on this 3rd day of October, 2024.

THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA

By: Ashley Gillhousen
Ashley Gillhousen, Chair

ATTEST:

By: David Broskie
David Broskie, Superintendent of Schools

DEVELOPER

The DEVELOPER signing by _____ its _____ duly authorized to execute same, on this _____ day of _____, 2024.

Signed, witnessed, executed and acknowledged on this _____ day of _____, 2024.

WITNESSES

DEVELOPER

MERITAGE HOMES OF FLORIDA, a
Florida Profit Corporation

Print Name: _____

By: _____

Name: _____

Its: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization on this day _____ of _____, 2024, by _____, as _____ of Developer Name, on behalf of the corporation, who is (check one) personally known to me or has produced a valid driver's license as identification.

Notary Public

Name: _____

Commission Expires: _____



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County
Commissioners

DATE: 9/30/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

BACKGROUND INFORMATION:

In August 2018, the County transferred property to Fleming Industrial Park, LLC by a Statutory Deed. Fleming Industrial Park, LLC is currently seeking to transfer to a purchaser a parcel of property, which includes the property transferred by the County in August 2018. The title company, Fidelity, is requiring for clear title that the County convey to Fleming Industrial Park any oil, gas and mineral rights that the County may have. Fidelity is relying on Fla Stat 270.11(1) for the such requirement. Florida Statutes do not require that oil, gas and mineral reservations actually be reserved in the deed by a local government. An oil, gas or mineral estate is a permanent interest in the land. A conveyance by the County of the estate to the owner of the property is needed to terminate the interest.

The relevant portion of the statute states:

Unless the applicable agency chooses not to reserve such interest and except as otherwise provided by law, in all contracts and deeds for the sale of land executed by the Board of Trustees of the Internal Improvement Trust Fund or by any local government, water management district, or other agency of the state, there shall be reserved for such local government, water management district, other agency of the state, or the board of trustees and its successors an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.

ATTACHMENTS:

Description	Type	Upload Date	File Name
Quitclaim Deed RE Mineral Rights (00650808xAF098)	Backup Material	10/3/2024	Quitclaim_Deed_RE_Mineral_Rights_(00650808xAF098).ADA.pdf
Vesting Deed - 4119-2173 (Parcel 2)	Backup Material	10/3/2024	Vesting_Deed_-_4119-2173_(Parcel_2)_(00601108xAF098).ADA.pdf

(00601108xAF098)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	10/2/2024 - 5:37 PM	Item Pushed to Agenda

PREPARED BY AND RETURN TO:
Richard W. Hawthorne, Esq.
Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

Parcel Number 02-05-25-008874-000-00

QUITCLAIM DEED

This QUITCLAIM DEED is made and entered into as of this 8th day of October, 2024, by and between the following as GRANTOR and GRANTEE, respectively:

GRANTOR:

CLAY COUNTY, FLORIDA, a political
subdivision of the State of Florida
P.O. Box 1366
Green Cove Springs, Florida 32043

GRANTEE:

FLEMING INDUSTRIAL PARK, LLC, a
Florida limited liability company
1635 Eagle Harbor Parkway
Fleming Island, Florida 32003

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does remise, release and quitclaim unto GRANTEE, its heirs, successors and assigns forever, any and all interest held by Grantor in oil, gas and other minerals and in royalties and overriding royalties in oil, gas and other minerals, and all interests in products attributable thereto, that GRANTOR may have in the following described lands, situate, lying and being in Clay County, Florida, described in Exhibit A attached hereto and made a part hereof (the "Property").

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, GRANTOR has hereunto set its hand and seal the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Witness #1:

Print Name: _____

Address: _____

Witness #2:

Print Name: _____

Address: _____

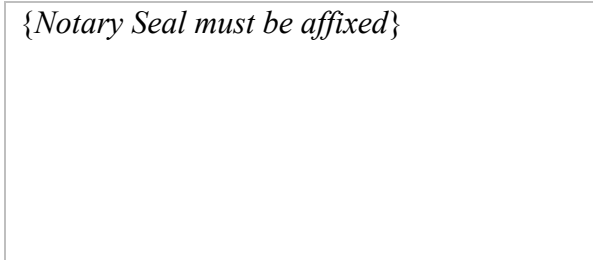
ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

**STATE OF FLORIDA
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Jim Renninger, as the Chairman of the Board of County Commissioners of **CLAY COUNTY**, a political subdivision of the State of Florida, on behalf of the political subdivision. Such person is personally known to me or has produced _____ as identification.

{Notary Seal must be affixed}



GRANTOR:

CLAY COUNTY, a political subdivision of
the State of Florida

By: Board of County Commissioners

By: _____
Jim Renninger, its Chairman

Signature of Notary Public

Print Name: _____

Notary Public, State and County aforesaid

Commission No.: _____

My Commission Expires: _____

EXHIBIT A

Legal Description of the Property

A PORTION OF GOVERNMENT LOT 1, SECTION 2, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1013, PAGE 470 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, AFOREMENTIONED; THENCE SOUTH 01°30'16" EAST, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 26.00 FEET TO A POINT ON THE FORMER SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 220 (FORMERLY STATE ROAD 220) (BEING A VARIABLE WIDTH RIGHT OF WAY); THENCE SOUTH 89°16'38" WEST, ALONG LAST SAID LINE (SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1013, PAGE 470, OF SAID PUBLIC RECORDS) A DISTANCE OF 973.28 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 01°16'39" EAST, ALONG THE WEST LINE OF LAST SAID LANDS, A DISTANCE OF 21.50 FEET TO A POINT ON THE CURRENT SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 220 AND THE POINT OF BEGINNING; THENCE NORTH 89°16'38" EAST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 171.89 FEET TO A POINT OF CUSP OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 39.26 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°17'13" WEST, 35.35 FEET) TO THE POINT OF TANGENCY; THENCE SOUTH 00°42'12" EAST, A DISTANCE OF 38.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 180.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE. AN ARC DISTANCE OF 95.67 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°55'47" EAST, 94.55 FEET) TO THE POINT OF TANGENCY; THENCE SOUTH 31°09'22" EAST, A DISTANCE 128.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 240.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 198.16 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°30'08" EAST, 192.58 FEET) TO A POINT OF CUSP LYING ON THE EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4020, PAGE 922 OF SAID PUBLIC RECORDS; THENCE NORTH 30°56'26" WEST ALONG LAST SAID LINE, A DISTANCE OF 104.81 FEET TO THE MOST NORTHERLY CORNER OF LAST SAID LANDS; THENCE SOUTH 59°01'51" WEST ALONG THE NORTHWESTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 233.81 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1013, PAGE 470; THENCE NORTH 01°16'39" WEST, ALONG THE WEST LINE THEREOF, A DISTANCE OF 483.92 FEET TO A POINT ON THE CURRENT RIGHT OF WAY LINE OF COUNTY ROAD 220, AFOREMENTIONED AND THE POINT OF BEGINNING.

This instrument prepared by:
Clay County Attorney
Post Office Box 1366
Green Cove Springs, Florida 32043

RECORD AND RETURN TO:
Fleming Industrial Park, LLC
1635 Eagle Harbor Parkway
Fleming Island, FL 32003

[Reserved for Recording Department]

STATUTORY DEED BY CLAY COUNTY

THIS DEED, made as of the 14th day of AUGUST, 2018, by **CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, Post Office Box 1366, Green Cove Springs, Florida, 32043, (the County), and **FLEMING INDUSTRIAL PARK, LLC**, 1635 Eagle Harbor Parkway, Fleming Island, FL 32003, (FIP LLC).

WITNESSETH

that the County, for and in consideration of the sum of \$10.00 and other valuable considerations to it in hand paid by FIP LLC, receipt whereof is hereby acknowledged, has granted, bargained and sold to FIP LLC, its successors and assigns forever, the following described land lying and being in Clay County, Florida:

A PORTION OF GOVERNMENT LOT 1, SECTION 2, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1013, PAGE 470 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, AFOREMENTIONED; THENCE SOUTH 01°30'16" EAST, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 26.00 FEET TO A POINT ON THE FORMER SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 220 (FORMERLY STATE ROAD 220) (BEING A VARIABLE WIDTH RIGHT OF WAY); THENCE SOUTH 89°16'38" WEST, ALONG LAST SAID LINE (SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1013, PAGE 470, OF SAID PUBLIC RECORDS) A DISTANCE OF 973.28 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 01°16'39" EAST, ALONG THE WEST LINE OF LAST SAID LANDS, A DISTANCE OF 21.50 FEET TO A POINT ON THE CURRENT SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 220 AND THE **POINT OF BEGINNING**; THENCE NORTH 89°16'38" EAST, ALONG LAST SAID RIGHT OF WAY


LINE, A DISTANCE OF 171.89 FEET TO A POINT OF CUSP OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 39.26 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°17'13" WEST, 35.35 FEET) TO THE POINT OF TANGENCY; THENCE SOUTH 00°42'12" EAST, A DISTANCE OF 38.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 180.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 95.67 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°55'47" EAST, 94.55 FEET) TO THE POINT OF TANGENCY; THENCE SOUTH 31°09'22" EAST, A DISTANCE 128.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 240.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 198.16 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°30'08" EAST, 192.58 FEET) TO A POINT OF CUSP LYING ON THE EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4020, PAGE 922 OF SAID PUBLIC RECORDS; THENCE NORTH 30°56'26" WEST ALONG LAST SAID LINE, A DISTANCE OF 104.81 FEET TO THE MOST NORTHERLY CORNER OF LAST SAID LANDS; THENCE SOUTH 59°01'51" WEST ALONG THE NORTHWESTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 233.81 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1013, PAGE 470; THENCE NORTH 01°16'39" WEST, ALONG THE WEST LINE THEREOF, A DISTANCE OF 483.92 FEET TO A POINT ON THE CURRENT RIGHT OF WAY LINE OF COUNTY ROAD 220, AFOREMENTIONED AND THE **POINT OF BEGINNING**;

The effect of this deed is to grant, bargain and sell only such interest of the County, if any, in the property described above, and shall not be deemed to warrant the title, or to represent any state of facts concerning the same. The property described above is being conveyed "AS IS" with no warranty, representation, or opinion as to the property's condition, including any past use, any environmental assessment, or suitability for development, or the boundaries of said property.

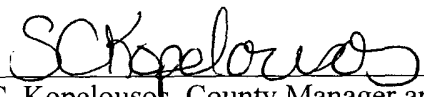
This deed is to be regarded as a statutory deed under the provisions of Section 125.411, Florida Statutes (2018).

IN WITNESS WHEREOF the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the date and year aforesaid.

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

By: 
Gavin Rollins, Its Chairman

ATTEST:


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



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval of the Agreement for Freelance Content Developer services with Breanna Ramos for Clay County Tourism at a rate of \$50.00 per hour, for the services outlined in the Scope of Work, not to exceed \$24,000.00 annually. The agreement will begin on the effective date and continue for a one (1) year term.

Funding Source:

Tourism (1st 2nd and 3rd cent) Fund - Tourism (1st 2nd and 3rd cent) - Professional Services

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Agreement is the result of RFP 23/24-084 wherein the Tourism Department was seeking a qualified content developer to amplify the visibility and desirability of the County to prospective visitors and local residents by providing content which will be reviewed and distributed by the Tourism Department through blog posts, visitors' guides, Visit Florida media outlets, and social media sites.

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes/No/N/A):

Yes

Funding Source:

Tourism (1st 2nd and 3rd cent) Fund - Tourism (1st 2nd and 3rd cent) - Professional Services

Account No:

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

Planning Requirements:
Public Hearing Required (Yes\No):
No

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Freelance Content Developer - Ramos	Backup Material	10/4/2024	Freelance_Content_Developer_-_Ramos.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	10/3/2024 - 12:58 PM	Item Pushed to Agenda

**FREELANCE CONTENT DEVELOPER AGREEMENT
FOR CLAY COUNTY TOURISM**

This Freelance Content Developer Agreement for Clay County Tourism (“Agreement”) is entered into this ____ day of October, 2024 (“Effective Date”), and is between Breanna Ramos, an individual (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, the County issued Request for Proposal, RFP 23/24-084 (“RFP”), seeking a qualified content developer to amplify the visibility and desirability of Clay County, Florida, among both prospective visitors and local residents by spotlighting distinctive visitor experiences and attractions through content submitted to the Clay County Tourism Department; and

WHEREAS, the Contractor responded to the RFP with a proposal to offer the requested services (“Contractor’s Response”); and

WHEREAS, the County evaluated and ranked the proposals submitted, and the County selected the Contractor based on the Contractor’s Response and approved ranking; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFP as well as the Contractor’s Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the parties desire to enter into this Agreement, and the Contractor desires to provide the services to the County in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. THE SERVICES

- (a) The above recitals are true and correct and are incorporated herein by reference.
- (b) The Contractor shall provide services to the County in accordance with and pursuant to the RFP Scope of Work attached hereto and incorporated herein as **Attachment A** and the terms and conditions of this Agreement (the “Services”).
- (c) As part of the Services, the Contractor will draft original content on a monthly basis, covering diverse topics related to Clay County's attractions, activities, businesses, and events that

appeal to tourists and residents alike. Such content shall be subject to review and approval by the Clay County's Tourism Department (Tourism Department) and will be distributed by the Tourism Department through various strategic channels. At a minimum, the Contractor shall provide the following content to the Tourism Department for review and distribution:

- Four blog posts each month to be posted by the Tourism Department on ExploreClay.com.
- Content for two editions of the in-market Visitor Guide.
- Monthly content to be submitted by the Tourism Department to VISIT FLORIDA.
- Daily social media posts to be scheduled by the Tourism Department, utilizing platforms such as Facebook and Instagram, with plans to expand to YouTube and LinkedIn.

(d) As part of the Services, the Contractor shall participate in a multi-day destination familiarization immersion tour conducted by the Tourism Department. This immersive experience will involve visiting Clay County's attractions and engaging with local businesses and residents, allowing the Contractor to gather firsthand knowledge, uncover hidden gems, and gain unique perspectives essential for crafting compelling narratives.

(e) In providing the Services, the Contractor shall:

1. Be familiar with the Services, deadlines, requirements, and the conditions under which the Services are to be completed;
2. Meet monthly with the Tourism Department to collaboratively generate ideas, conduct research planning, and ensure content aligns with the County's tourism objectives. These meetings will provide opportunities to stay updated on local news, trending topics, and upcoming events, allowing for the continuous development of relevant and engaging content.
3. Conduct business in a manner that reflects favorably at all times on the Services and the goodwill and reputation of the County;
4. Avoid deceptive, misleading or unethical practices that are or might be detrimental to the County; and
5. Not use any false, deceptive or misleading trade practices in the performance of the Services.

(f) The Contractor represents and warrants to the County that Contractor is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services. The Contractor shall perform any and all Services assigned in a timely, efficient, workmanlike, and cost-effective manner that comports with industry standards, applicable federal, state and local laws and regulations, and in accordance with the applicable professional standards.

(g) The Contractor shall perform the Services with the level of skill, care, and diligence that a reasonably competent writer in the same field or industry would exercise under similar circumstances.

(h) In performance of the Services, the Contractor is bound by and shall comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to the Services. Any reference in this Agreement to a particular law, rule, or regulation in no way implies that no other law, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Contractor as outlined herein.

(i) The Contractor shall be responsible for the quality, accuracy, completeness, and proprietary of information concerning the Services. The Contractor shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the Services by the County shall not relieve the Contractor of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

(j) The County shall have the sole right to reduce or eliminate, in whole or in part, the scope of work of any Service at any time and for any reason, upon written notice by the County Representative or Project Manager to the Contractor specifying the nature and extent of the reduction. In such event, the Contractor shall be compensated for the Services already performed. The Contractor shall also be compensated for the Services remaining to be done and not reduced or eliminated under the Agreement. However, the Contractor will not be compensated for services not performed or that are eliminated from this Agreement by the County.

(k) Non-exclusivity. This Agreement is a non-exclusive contract and does not create an exclusive relationship between the County and the Contractor. The Contractor shall be free to provide services that are not in conflict with the Services to be provided under the Agreement, and the County shall be free to obtain similar services from other contractors.

(l) The County may conduct performance evaluations at any time during performance of the Services or soon after the completion of any Services to ensure compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

(m) For purposes of this Agreement, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Kimberly Morgan, Tourism Director, or designee.

2. ADDITIONAL SERVICES AND FEES

(a) If the County identifies or the Contractor recommends any additional services to be provided by the Contractor that are not covered under the Agreement but are beneficial to the County, such additional services, including scope, timing, and fees must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

3. TERM

(a) The term shall begin on the Effective Date and shall remain in effect for a period of one year from the Effective Date, unless sooner terminated as provided herein. The Agreement may be renewed for two additional one year periods upon subsequent written agreement of the parties.

4. PAYMENT

(a) The Contractor shall submit monthly invoices to the County in accordance with paragraph 5 for Services rendered at an hourly rate of \$50 per hour. The total amount paid to the Contractor for Services rendered under this Agreement shall not exceed \$24,000 for the annual term.

(b) The hourly rate includes the Services performed by the Contractor and all other expenses associated with the Contractor's performance of the Services. Accordingly, the County shall not be responsible for payment of costs or other expenses, including, but not limited to, materials, equipment, supplies, travel or per diem expenses, courier service, telephone, facsimile, copying or postage charges, out-of-pocket expenses, fees, overhead, profit, and other expenses, items or requirements to complete the Services as any and all expenses incurred by the Contractor are to be included as part of the hourly rate.

5. PAYMENT PROCEDURES

(a) As used herein, 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 this Agreement; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at invoices@clayclerk.com or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

(b) Invoices shall be signed by the Contractor and must include the following information and items:

1. The Contractor's name, address and phone number, including payment remittance address.
2. The Invoice number and date.
3. Reference to the Agreement by its title and number as designated by the County and Purchase Order number.
4. The period of the Services covered by the Invoice along with an itemization of the Services performed during the invoiced period and the number of hours worked.

5. The total amount of payment requested.
6. Supporting documentation necessary to satisfy auditing requirements (both preaudits and post-audits), for cost and Services completion.
7. The Contractor must provide any additional documents, certificates, or information as needed to support or document the Invoice as may be requested by the County.

(c) Upon receipt of an Invoice submitted under this paragraph, the Paying Agent and/or Project Manager shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager shall review the Invoice and may also review the Services as delivered or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice has not been properly as delivered or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor in writing within 10 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.

(d) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Services for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(e) 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 concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Contractor and the Project Manager with the County Manager, to be held no later than 43 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 5 calendar days prior thereto. At the meeting, the Contractor and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Contractor and the Project Manager.

(f) The County's review, approval, acceptance of, or payment for the Services required under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor will be and remain liable to the County in accordance with applicable law for damages suffered by the County caused by the Contractor's negligent performance of any of the Services furnished under this Agreement.

6. INDEMNIFICATION

(a) The Contractor shall indemnify, defend, and hold harmless the County and the Department, including their officers, agents, and employees, against any actions, claims, or damages, including, but not limited to, reasonable attorney's fees, arising out of, relating to, or resulting from negligent, recklessness, or intentional wrongful acts of Contractor in connection with Contractor's performance of the Services.

(b) The foregoing indemnification shall not be construed to constitute agreement by the Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

(c) This paragraph shall survive the expiration or termination of this Agreement.

7. PATENTS/TRADEMARKS/COPYRIGHTS

(a) The Services shall not infringe or violate any U.S. copyright, trademark, trade secret or other proprietary or privacy right of a third party. Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented, trademarked, or copyrighted materials or other intellectual property in the performance of this Agreement.

(b) The Contractor shall indemnify and hold harmless the County and its employees from any claims, damages, or expenses (including legal fees) for or on account of any copyrighted, trademarked, patented, or unpatented invention, process, or intellectual property that is manufactured, created, used, or supplied by the Contractor under this Agreement. In the event of any claim against the County of copyright, trademark, patent, or intellectual property infringement, the County will provide written notification to the Contractor. If such a claim is made, the Contractor shall take all provisional measures to protect and preserve the County's interests. Such provisional measures shall include using its best efforts to promptly purchase for the County any infringing products or services or procure a license at no cost to the County which will allow continued use of the intellectual property. If none of the alternatives are reasonably available, the County agrees to return the article or discontinue use of the work, product, logo, or phrase, etc. on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

8. PLAGIARISM PROHIBITED

(a) Plagiarism is strictly prohibited. The Contractor warrants and represents that all written content, materials, and deliverables provided under this Agreement will be the original work of the Contractor and will not contain any material that is plagiarized or that infringes on the intellectual property rights of others.

(b) The Contractor shall not engage in plagiarism, including but not limited to copying or closely imitating the language, ideas, or thoughts of another author and presenting them as their own work without proper attribution. If the Contractor uses any third-party content, data, or ideas in their work, the Contractor shall provide appropriate citations, references, or acknowledgments to the original source.

(c) In the event that any content or work delivered by the Contractor is found to be plagiarized, the County may, at their sole discretion:

1. Require the Contractor to revise or replace the plagiarized work at no additional cost.
2. Withhold payment for the plagiarized work.
3. Terminate this Agreement immediately without further obligation to the Contractor.

(d) The Contractor shall indemnify and hold harmless the County and its employees from any claims, damages, or expenses (including legal fees) arising from the Contractor's violation of this paragraph or any third-party claims of infringement due to plagiarism.

9. USE OF ARTIFICIAL INTELLIGENCE

(a) The Contractor must inform and disclose to the Tourism Department any use of artificial intelligence (AI) in content creation. The Contractor shall specify the extent and nature of the AI use, including which portions of the content were created or influenced by AI and the specific AI tools or platforms used. Transparency about AI usage is essential to maintain content quality and authenticity.

(b) The County reserves the right to review the AI-generated content and request revisions, adjustments, or additional work to ensure that the final deliverables meet the County's standards of quality and originality.

(c) The Contractor remains fully responsible for the quality, originality, and legal compliance of any content submitted, regardless of whether AI was used in its creation.

(d) Failure to disclose the use of AI in the creation of any content may result in:

1. Revision or rejection of the affected work at no additional cost to the County.
2. Withholding of payment for the affected work.
3. Termination of this Agreement at the County's discretion.

10. CONTENT OWNERSHIP

(a) All content created for the Tourism Department under this Agreement will be owned by the County. The Contractor retains the right to independently create and distribute content about Clay County for other channels or influencers, provided it is not tied to the Services paid for and owned by the County under this Agreement.

(b) As owner of the content, the County reserves the exclusive right to repurpose, modify, publish, and use any written works, content, materials, or submissions provided by the Contractor under this Agreement for any purpose, including but not limited to use on the County's website, marketing materials, social media platforms, and other digital or print publications. This right shall include the ability to alter, adapt, edit, or format the content at the County's discretion, with no obligation to seek further approval or provide additional compensation or acknowledgment to the Contractor.

(c) Upon the effective date of termination or expiration of the Agreement, the Contractor shall provide to the County all documents/content relating to this Agreement (other than working papers) that have been accumulated by the Contractor, provided to the Contractor by the County, and/or prepared or developed by the Contractor and for which the Contractor has been paid to provide and perform the Services required to produce such documents/content. The Contractor agrees to provide these documents/content to the County within 10 business days of the County's request in such format and/or arrangement as requested by the County, including, but not limited to, physical and/or electronic copies.

11. DEFAULT AND TERMINATION

(a) Default. If the Contractor breaches any covenant made by it hereunder; fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to perform on time; provides false or inaccurate information; fails to comply with applicable rules, laws and regulations; or whenever the Contractor ceases operation, dissolves its corporation, or otherwise no longer provides the required Services under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written notice of default. Except for a default by the Contractor that is subject to immediate termination or for failing to comply with applicable laws, rules, and regulations or for no longer providing the Services contemplated under this Agreement, which must be cured immediately or is otherwise subject to automatic termination for cause, the Contractor shall have 10 calendar days after receipt of the notice of default to either cure the default or, if the default is not curable within 10 calendar days, provide a written cure plan to the County describing how and when the default will be cured, which the County in its sole discretion may approve or disapprove. The Contractor will begin implementing the cure plan immediately after receipt of notice by the County that it approves the plan. If the Contractor fails to cure or the County does not approve the cure plan, then the County may terminate this Agreement for cause.

(b) Termination for Cause. Upon the failure or inability of the Contractor to cure the default as provided above, unless otherwise agreed in writing, the County may, at its option, without releasing or waiving its rights and remedies against the Contractor and without prejudice to any other right or remedy it may be entitled to hereunder or by law, terminate this Agreement, in whole or in part, for cause immediately upon written notice of termination by the County Representative to the Contractor. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

(c) Termination for Convenience. The County may whenever the interests of the County so require, terminate the Agreement, in whole or in part, for the convenience of the County. The County Representative shall give 30 calendar days prior written notice of termination to the Contractor, specifying when the termination is to become effective. In the event of any such termination, the Contractor shall be paid by the County for all Services satisfactorily performed up to receipt of the notice of termination, and thereafter until the date of termination, the Contractor shall be paid only for such Services as are specifically authorized in writing by the County.

(d) Unless directed differently in the notice of termination, the Contractor shall incur no further obligations in connection with the terminated Services and shall stop Services to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders related to the terminated Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County.

(e) Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve the Contractor of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

12. INSURANCE AND TAXES

(a) The Contractor shall be solely responsible for procuring appropriate insurance as well as filing income taxes, FICA, and any other withholdings from the Contractor's own compensation, and the Contractor shall comply with all federal, state, and local tax laws.

(b) In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

13. APPROPRIATED FUNDS

(a) 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.

14. PUBLIC RECORDS

(a) 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:

1. Keep and maintain public records required by the County to perform the Services required under the Agreement;
2. 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;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and
4. 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.

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

(c) 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:

1. 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.
2. If the Contractor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.
3. If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

15. AUDIT

(a) The Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. The County reserves the right to examine and/or audit such records. This provision shall survive the termination or expiration of this Agreement.

16. SCRUTINIZED COMPANIES CERTIFICATION

(a) In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

17. E-VERIFY REQUIREMENT

(a) Pursuant to Section 448.095, Florida Statutes, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Contractor must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

18. HUMAN TRAFFICKING ATTESTATION

(a) In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Contractor hereby attests under penalty of perjury as follows:

1. The Contractor does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Contractor does use coercion for labor or services, the Contractor will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

19. PUBLIC ENTITIES CRIMES

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Contractor further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list.

(d) The Contractor will promptly notify the County if it or any subcontractor of the Contractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

20. SUSPENSION AND DEBARMENT

(a) By execution of this Agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

21. INDEPENDENT CONTRACTOR

(a) The parties declare and specifically intend that the Contractor is an independent contractor to the County in provision of the Services under this Agreement. The Contractor is not an agent, employee, or partner of the County and is not entitled to receive any benefits available to County employees, or to any coverage under the County's workers compensation or unemployment insurance.

22. NO ASSIGNMENT; SUBCONTRACTING

(a) All Services shall be performed exclusively by the Contractor and shall not be assigned to another individual without prior written permission of the County Representative or Project Manager. The Contractor shall not subcontract in whole or in part any Services to be provided pursuant to this Agreement. If the Contractor attempts to assign or subcontract any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

23. NO THIRD-PARTY BENEFICIARIES

(a) Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

24. CONFLICT OF INTEREST

(a) Throughout the term of this Agreement, the Contractor must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Contractor's duties and obligations provided under this Agreement.

(b) The Contractor is required to disclose to the Tourism Department any other contracts that may present a conflict of interest or competition with the content created for Clay County. Transparency in engagements ensures the integrity of the content and maintains trust with the County.

25. AMENDMENT OR MODIFICATION OF AGREEMENT

(a) The Agreement may only be modified or amended upon mutual written agreement of the County and the Contractor. No oral agreements or representation shall be valid or binding upon either party. The Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Contractor's documents forwarded by the Contractor to the County.

26. FURTHER ASSURANCES

(a) Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

27. REMEDIES

(a) The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The Contractor and the Project Manager will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

28. GOVERNING LAW AND VENUE

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

29. ATTORNEYS' FEES

(a) In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, court costs, and any other expenses against the other party, including fees, court costs, and any other expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

30. NOTICE

(a) All notices given under this Agreement (excluding day-to-day communication in the administration and management of this Agreement in the ordinary course) shall be in writing and shall be deemed to have been duly given (1) when delivered by hand, (2) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, (3) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, or (4) when sent via Electronic Mail, to the respective parties at their respective addresses set forth below:

If to Contractor:

Breanna Ramos
1821 Monteburg Dr.
Orlando, FL 32825
Email: breannarwrites@gmail.com

If to the County:

Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, FL 32043
Attention: Director of Tourism
Email: Kimberly.Morgan@claycountygov.com
Copy to: County Manager

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the respective party will be provided to the other party.

31. WAIVER

(a) No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

32. SEVERABILITY

(a) If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

33. HEADINGS

(a) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

34. ENTIRE AGREEMENT

(a) This Agreement represents the entire agreement between the parties for the provision of the Services. No understanding, statement, representation, writing, agreement, course of conduct, or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement, shall be valid.

35. COUNTERPARTS

(a) The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

36. ATTACHMENTS

(a) The Attachments are incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

37. AUTHORITY

(a) The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the introductory paragraph.

CONTRACTOR

By: _____
Breanna Ramos

CLAY COUNTY, a political subdivision of the State of Florida

By: _____
Jim Renninger
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

ATTACHMENT A

3. Scope of Work

3.1. Purpose

The Clay County Board of County Commissioners is seeking a qualified Content Developer to amplify the visibility and desirability of Clay County, FL, among both prospective visitors and local residents. The selected Content Developer will spotlight distinctive visitor experiences and attractions through content submitted to the Tourism Department.

Annual funding available for these services range between \$20,000.00 - \$25,000.00. The County reserves the right to conduct final negotiations of Price and Scope of Services, and Level of Services for each Task with the selected Content Developer.

3.2. Scope

The Content Developer will draft original content on a monthly basis, covering diverse topics related to Clay County's attractions, activities, businesses, and events that appeal to tourists and residents alike. The content will be reviewed and distributed by the County's Tourism Department through various strategic channels. Below are the requirements for each channel:

Blog Posts on ExploreClay.com:

A minimum of four (4) blog posts will be drafted each month for the Tourism Department to review and post on ExploreClay.com. These blog posts are expected cover the array of attractions and activities that Clay County has to offer, showcasing its unique charm and highlighting hidden gems. Some of this content may be re-purposed for the Visitors Guide and social media posts. The Tourism Department will be responsible for reviewing and posting on ExploreClay.com.

Visitor Guide:

Content will be drafted for two (2) editions of the in-market Visitor Guide, a collaborative project with Clay Today. These guides will showcase the best of Clay County's attractions, dining options, accommodations, and more, to enhance the visitor experience. Some of this content may be re-purposed for blogs and social media posts. The Tourism Department will be responsible for reviewing and distributing the Visitors Guides.

Monthly VISIT FLORIDA Content Requests:

Content will be drafted for VISIT FLORIDA monthly. This content is expected to consist of articles and features that highlight key attractions, events, and experiences in Clay County, enticing travelers to explore the region further. The Tourism Department will be responsible for reviewing and submitting the Content to VISIT FLORIDA.

Social Media Content:

Draft daily social media posts that resonate with the target audience, showcasing Clay County's

culture, natural beauty, and exciting activities. Each post will be reviewed and scheduled by the Tourism Department to ensure consistency and alignment with overarching content themes and initiatives. The Content Developer will not have access to the County's social accounts, nor will they be running them; the Tourism Department will be responsible for posting the content to the County's social accounts. The Tourism Department currently utilizes: Facebook and Instagram, with the anticipation of launching YouTube and LinkedIn accounts within the next year.

3.3. [Term](#)

The term shall commence on the Effective Date of the Agreement and shall remain in effect for a period of one (1) year from the Effective Date. The County has the option to renew the Agreement for two (2) additional one (1) year periods if it is deemed to be in the County's best interest to do so.

3.4. [Selection Criteria / Evaluation Committee](#)

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFP shall be awarded to the most qualified Bidder that meets all requirements of the RFP. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

3.5. [Performance Evaluation](#)

A work performance evaluation will be conducted periodically to ensure compliance with the awarded contract.

3.6. [Payment](#)

All payments will be made in accordance with the Local Government Prompt Payment Act; related to non-construction services and construction services, as it may apply.

The County shall not be responsible for payment of costs or other expenses, including, but not limited to, materials, supplies, travel or per diem expenses, courier service, telephone,

facsimile, copying or postage charges, out-of-pocket expenses, fees, overhead, and other items or requirements to complete the Services listed in this RFP.

3.7. Cancellation of Contract

If the awarded Content Developer fails to perform adequately in accordance with the terms, conditions and specifications established in this RFP, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Content Developer.

3.8. Additional Services

If the County and/or awarded Content Developer identifies any additional services to be provided by Content Developer that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Content Developer.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
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REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	9/30/2024 - 11:15 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
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REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	9/30/2024 - 11:16 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

BACKGROUND INFORMATION:

There will be no separate presentation, please refer to FCC Audit Update (H. Boucher)

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	9/30/2024 - 11:16 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County
Commissioners

DATE: 9/30/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description Type	Upload Date	File Name
Clay County - Rank and File - CBA - 2024 Final Recitals and Agreement Combined	10/4/2024	Clay County - Rank and File - CBA - 2024_Final_Recitals_and_Agreement_Combined.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	10/2/2024 - 5:41 PM	Item Pushed to Agenda

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CLAY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
AND
THE CLAY COUNTY FIRE/RESCUE PROFESSIONALS
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3362
FISCAL YEARS 2024-2027**

This Collective Bargaining Agreement (CBA or the Agreement) is made and executed between Clay County, a political subdivision of the State of Florida (the County), by and through its Board of County Commissioners (the Board), and the Clay County Fire/Rescue Professionals, International Association of Firefighters Local 3362 (the Union).

Recitals

WHEREAS, pursuant to Part II of Chapter 447, Florida Statutes, the Union is the certified bargaining agent on behalf of certain employees of the Fire/Rescue Division of the County's Department of Public Safety; and,

WHEREAS, the prior Collective Bargaining Agreement expired on September 30, 2024, pursuant to Article 35 thereof; and,

WHEREAS, pursuant to Article 35 of the prior Collective Bargaining Agreement, and pursuant to the requirements of Part II of Chapter 447, Florida Statutes, representatives of the Union (the Union's Bargaining Team) and of the County Manager (Management's Bargaining Team) met in a series of bargaining sessions commencing in the summer of 2024 and continuing through the summer of 2024, for the purpose of negotiating a new agreement to succeed the prior Collective Bargaining Agreement; and,

WHEREAS, the Union's Bargaining Team and Management's Bargaining Team reached a tentative agreement on a new Collective Bargaining Agreement to succeed the prior Collective Bargaining Agreement and to be in effect through September 30, 2027; and,

WHEREAS, the members of the bargaining unit represented by the Union have voted to ratify the Agreement; and,

WHEREAS, the Agreement was presented to the Board at its October 8, 2024 meeting, at which time the Board ratified the same; and,

WHEREAS, by their entry into this Agreement, the Union and the County desire to formally enter into the Agreement.

WITNESSETH

NOW THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party and

objections to the sufficiency and adequacy of which are hereby waived by each party, the parties agree as follows:

1. On and after the effective date of this Agreement, and continuing through September 30, 2027, the parties shall be governed under the terms of the Agreement attached hereto as Exhibit A.
2. The prior Collective Bargaining Agreement expired by its terms on September 30, 2024.
3. The effective date of this Agreement shall be the date and time that it shall have been ratified by both the Union and the Board of County Commissioners, with the pay provisions set forth in Article 16, Article 19 and Article 19A retroactive to October 1, 2024.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of each on this 8th day of October, 2024.

UNION:

The Clay County Fire/Rescue Professionals
International Association of Firefighters
Local 3362

COUNTY:

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

By: _____
Jasen Hernandez, President

By: _____
Jim Renninger, Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk of the Board

EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CLAY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,

AND

THE CLAY COUNTY FIRE/RESCUE PROFESSIONALS

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3362

FISCAL YEARS 2024-2027

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Article 1 – Preamble

1.1 **Parties**

This Agreement is entered into by and between The Clay County Board of County Commissioners, on behalf of Clay County, a political subdivision of the State of Florida, herein sometimes referred to as the “Employer”, and The Clay County Fire/Rescue Professionals, International Association of Firefighters Local 3362, herein sometimes referred to as the “Union”.

1.2 **Intent**

It is the intent of this Agreement to:

- (a) Assure a mutually sound and beneficial working relationship between the Union and the Employer.
- (b) Provide an orderly and peaceful means for resolving conflicts and misunderstandings which may arise.
- (c) Establish rates of pay, hours worked, and terms and conditions of employment.
- (d) Provide a fair day’s work in return for a fair day’s pay.

Provide conditions of employment suitable to maintaining a competent work force.

The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with the employment, promotion, or training remembering that the public interest requires the full utilization of the employee’s skill and ability without regard to race, color, creed, national origin, ancestry, handicap, sex or other discrimination as outlined in the Florida Statutes.

1.3 **Individual Agreements**

No individual agreement between the Employer and any member of the bargaining unit represented by the Union that is contrary to the terms of this Agreement shall be enforceable.

1.4 **Maintenance of Service**

The Employer is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public. Therefore, both parties recognize the need for continuous, uninterrupted, and reliable service to the public.

1.5 **Agreement Integration**

(a) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(b) The Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

(c) This Agreement constitutes the entire agreement of the parties, and any modification of or amendment to this Agreement shall be in writing and fully executed by the parties hereto, else be deemed ineffective and not binding.

1.6 **General Definitions**

As used herein, the following terms shall have the following meanings:

“Department” means the Department of Public Safety of the Employer.

“Director” means Fire Chief of the Department.

“Division” means the Fire/Rescue Division of the Department.

(d) “Fire Chief” means the Fire Chief of the Department.

(e) “Seniority” means the length of service of an employee with the Division. However, Seniority shall be considered interrupted, and shall restart, for employees who transfer into the bargaining unit from another department or Division, transfer into a position within the Division from a Communications Specialist position, or return to work for the County after voluntary or involuntary separation of more than 30 days.

(f) “Superiority in Rank” refers to seniority within the ranks outlined in Article 2.4.

Article 2 – Union Recognition

2.1 Union Status

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for those employees that the Union is authorized to represent, for the purpose of bargaining collectively in the determination of wages, hours, and terms and conditions of employment of such employees.

2.2 Gender References

(a) Whenever the male or female gender is used in this Agreement, it shall be construed to include both male and female employees.

(b) As used in this Agreement, Director shall mean Fire Chief.

2.3 Employee and Bargaining Unit Member Defined

An “employee” or “bargaining unit member” is defined as any full-time employed member of Clay County Fire/Rescue, Department of Public Safety, as listed in section 2.4, who is employed to engage in emergency medical services, suppression or extinguishment of fires, dispatching of Fire/Rescue crews, fire prevention and training, and other related duties.

2.4 Bargaining Unit Composition

The bargaining unit is comprised of all employees of Clay County Fire/Rescue, Department of Public Safety, as certified by the Public Employees Relations Commission (PERC) in certification #950:

Firefighter
Engineer
Lieutenant
Captain
Communications Specialist

The Employer and the Union acknowledge that the above titles, with appropriate job descriptions, have been mutually submitted to PERC. The bargaining unit includes Fire Safety Inspectors and Training Officers when meeting any of the above classifications.

2.5 Probationary Employees

Probationary employees, defined as those with less than one year of service, shall be included within the bargaining unit. All others not mentioned shall be excluded.

2.6 Union President

The Union President or his or her designee will be the official spokesperson for the Union in any matters pertaining to this Agreement and other Union business.

2.7 **PRN/Contract On Call Personnel**

Any other provisions of this Agreement to the contrary notwithstanding, the Employer may hire and maintain a pool of part-time personnel who are not members of the bargaining unit and who may be engaged from time to time, as determined by the Employer, to provide services otherwise provided by Communications Specialist members of the bargaining unit, so long as such personnel hold the minimum qualifications required for the service. Such personnel shall not be deemed to be employees under Section 2.3.

Article 3 – Union Activities

3.1 Non-Discrimination

Employees of the Division shall have the right to form, join, and participate in, or refrain from joining, or participating in, the Union. There shall be no discrimination or intimidation against any bargaining unit member because of his or her membership or lack of membership in the Union, or by virtue of holding office in the Union, except that the certified bargaining agent shall not be required to process grievances for bargaining unit member who are not members of the Union.

3.2 Union Time Pool

(a) Each member of the bargaining unit may donate earned annual leave, not to exceed fifty hours per year, and earned sick leave, not to exceed fifty hours per year, toward a pool of time which may be drawn upon at the discretion of the Union President or Vice-President; provided, the Fire Chief or the Fire Chief's designee must be notified in advance of the intention to draw upon the leave pool, and may deny its use in any particular case for just cause only, which shall include reduction in manpower below minimum levels of service.

(b) Union time pool donations under subsection (a) shall be collected from the bargaining unit members submitted on the appropriate Time Pool Donation form. Requests for use of Union pool time shall be requested on the existing leave request form, and the appropriate Battalion Chief notified. Charges against the Union time pool shall be hour for hour, except as provided in subsection (c). The Employer shall determine whether the Union time pool shall be charged a regular or overtime rate. Such determination shall be indicated on the leave request form, and the white (employee) copy returned to the Union President. Charges against the Union pool time shall only be made with the approval of the Union President or Vice-President, with subsequent approval by the Fire Chief or the Fire Chief's designee.

(c) The Employer shall charge the Union time pool hour for hour, or one and one-half hours for each hour of overtime worked, as appropriate, by a bargaining unit member during the time said member is replacing another member utilizing the Union time pool under this Article. If the Employer desires a replacement for a bargaining unit member utilizing the Union time pool, it shall be the responsibility of the Employer to provide such replacement.

3.3 Representation

(a) The Officers of the Union (President, Vice-President, Secretary, Treasurer) may take reasonable time off during working hours without loss of pay to negotiate with Management, or to represent bargaining unit members at disciplinary hearings, grievance, or arbitration proceedings. Representation at such proceedings will normally be one Officer, designated by the Union President. Each Union

representative requesting time off with pay for any of the above purposes must obtain the approval of the Fire Chief or his/her designee, prior to taking time off.

- (b) The Union shall furnish a list of the Union Officers to the Fire Chief, and any changes will be promptly reported by the Union to both. These officers shall include President, Vice-President, Secretary, Treasurer, and Stewards.

Article 4 – Union Security and Check-Off

4.1 Digital Access

The Employer will, within fifteen days after ratification of this Agreement, and without cost to the Union, provide digital access to this Agreement in each working location.

4.2 Dues Deduction

Upon receipt of written authorization from a bargaining unit member, the Employer will deduct from the member's pay the amount the member owes the Union for dues. This provision will provide for twenty-six deductions per year. The Employer shall remit the amount deducted to the Union within thirty calendar days. The Union will certify changes in the Union membership dues rate by notifying the Employer in writing at least thirty calendar days in advance of the effective date of such change. The Union's certification shall include the signature of the authorized officer or officers of the Union. The Employer's remittance will be deemed correct if the Union does not notify the Employer within fourteen calendar days after a remittance is received, that the Union believes the remittance is incorrect, and the reason for that belief. A bargaining unit member may revoke his authorization for dues deduction by giving the Union and Employer notice in writing thirty days in advance.

4.3 Indemnification

The Union will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer on account of any deduction for Union dues.

4.4 Union Activities

The President or his designated representative shall have the right to present the views of Union members. All Union activities are protected to the extent they are authorized by law or by this Agreement.

4.5 Policies and SOPs

All bargaining unit members are covered by this Agreement, by current Division policies and procedures, by written directives, and by Standard Operating Procedures (SOP's) of the Division, as amended from time to time. Additionally, all bargaining unit members are covered by the County's Personnel Policies Manual in effect as of the date of this Agreement, as may be amended from time to time, except for the following: Sections 2.0, 3.0, 4.0, and 8.0, Subsections 5.01, 5.02, 5.03, 5.04, 5.05, 5.07, 5.08, 5.09, and 5.12, that are expressly addressed in this Agreement. In the event of a conflict between any of the above referenced policies, procedures, directives or manual sections and the express provisions of this Agreement, the express provisions of this Agreement shall govern and supersede them. No changes shall be made that change the intent of this Agreement except by mutual consent. All manuals and directives governing bargaining unit members shall be provided to each working location.

When changes to Division Policies and Division SOPs are proposed to be made by the County, and those changes deal directly with, or impact, wages, hours and/or terms and conditions of employment for bargaining unit members, the County shall provide the Union with a summary or explanation of the proposed changes in writing at least 14 calendar days prior to the date the County intends to implement the change(s), unless exigent circumstances necessitate implementation earlier than the 14 day notice period.

Article 5 – Savings and Severability

5.1 Employer's Rights

- (a) Any of the rights, powers, and authority the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.
- (b) The Employer has no obligation to bargain over its decision to exercise any such right, function, privilege or prerogative, or the effect of any such decision unless the same shall impact the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit.

5.2 Severability

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court having jurisdiction in respect thereof, or by reason of any existing or subsequently enacted legislation, then

- (a) The remaining articles and sections of this Agreement shall remain in full force and effect; and,
- (b) The Union and the Employer will meet within thirty days to negotiate a replacement for the provision found to be invalid.

Article 6 – Property and Supplies

6.1 **TV**

The County will provide a method for employees to access basic television at each work location.

6.2 **Supplies and Equipment**

The Employer shall provide necessary supplies and equipment at each work location as appropriate for the activities being conducted. The bargaining unit members and the Employer agree to properly maintain such equipment and facilities.

6.3 **Facilities**

The Employer shall be responsible for providing safe drinking water and sanitary facilities at each work location (including hot water) that meets or exceeds local and state health standards.

6.4 **Work Locations**

Work locations shall not be used for any other purpose other than Fire and Rescue operations, except on a temporary basis. These activities shall terminate no later than 2200 hours, unless of an emergency nature, occurring during a declared emergency event. Company Officers shall be informed and provisions made, if the work location is to be used for any type of collection site.

Article 7A – Management Rights

7A.1 Contracting/Subcontracting

The Employer reserves the right to contract/subcontract existing or future work, provided, the Employer shall have no right to contract/subcontract such work if the same is motivated by anti-Union animus. Should the Employer in exercising any management right desire to institute any changes which could materially affect or impact the wages, hours and/or terms of conditions of employment, then the Union shall be notified and, upon timely request by the Union, the impact thereof will be bargained prior to the implementation thereof.

7A.2 Employer's Reserved Rights

(a) It is the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude bargaining unit members or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement. Should the Employer in exercising any management right desire to institute any changes which could materially affect or impact the wages, hours, and/or terms or conditions of employment, then the Union shall be notified and, upon timely request by the Union, the impact thereof will be bargained prior to the implementation thereof.

(b) Except as expressly provided in this Agreement, the Employer retains the sole and exclusive right and prerogative:

- (1) To determine whether and to what extent the work required in its operations shall be performed by bargaining unit members covered by this Agreement;
- (2) To maintain order and efficiency in its stations and locations;
- (3) To curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the Employer good business judgment makes such curtailment or discontinuance advisable;
- (4) To hire, lay-off, assign, reassign, promote or demote members of the bargaining unit with just and proper cause, and to determine the qualifications and to create and amend job descriptions;
- (5) To determine the starting and quitting time, the schedule of work time and the number of hours to be worked, subject to the provisions of Section 7A.1 if applicable;

- (6) To require any member of the bargaining unit to take a physical or mental examination with proper cause, given by a health service or a physician or psychiatrist selected by the Employer;
 - (7) To make decisions regarding whether overtime work needs to be assigned;
 - (8) To discipline, suspend, and discharge any member of the bargaining unit with just cause;
 - (9) To determine staffing levels, assign, reassign, and deploy personnel; and
 - (10) To have complete authority to exercise the rights set forth in this article and the powers incidental thereto, including the right to make unilateral changes, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement.
- (c) The rights of the Employer set forth in this article are not all inclusive but indicate the type of matters or rights which belong to and are inherent in the Employer in its management capacity.
 - (d) Every incidental duty connected with operations enumerated in job descriptions is not always comprehensive or specifically required and members of the bargaining unit at the discretion of the Employer may be required to perform duties not within their specific job descriptions as long as the work is related to Division operations and has the approval of the Fire Chief.
 - (e) Whenever it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Board of County Commissioners, County Manager and/or Fire Chief during the time of the declared emergency provided that wage rates and monetary fringe benefits shall not be suspended. If the timing of payments cannot be maintained, they shall be resumed as reasonably practicable thereafter. Wage payments and fringe benefits shall not be reduced due to the emergency.
 - (f) The Employer's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right, nor shall the same preclude the Employer from exercising such function or right in some other way not in conflict with the express provisions of this Agreement.

Article 7B – Strike and Lock Out Prohibition

7B.1 Strike Definition

As used in this article, the term “strike” shall mean:

- (a) The concerted failure of bargaining unit members to report for duty.
- (b) The concerted absence of bargaining unit members from their positions.
- (c) The concerted stoppage of work by bargaining unit members.
- (d) The concerted submission of resignations by bargaining unit members.
- (e) The concerted abstinence in whole or in part of any group of bargaining unit members from the full and faithful performance of their duties of employment with the Employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the Employer.
- (f) The concerted failure of bargaining unit members to report for work after the expiration of this Agreement.
- (g) Picketing by bargaining unit members in furtherance of a County work stoppage.
- (h) Any overt preparation, including, but not limited to, the establishment of strike funds with regard to engaging in any of the activities or conduct described in subsections (a) through (g) hereof.

7B.2 Strikes Prohibited

The bargaining unit members agree, and the Union, on behalf of itself, its officers, its agents and its representatives, agrees that Section 447.505, Florida Statutes, and Article 1, Section 6 of the Constitution of the State of Florida, prohibits them individually and collectively as public employees and as a union of public employees from participating in a strike against the Employer, and from instigating or supporting a strike against the County in any manner. Persons violating such strike prohibition shall be subject to such penalties therefore as are provided by law.

7B.3 Affirmation

Neither the bargaining unit members nor the Union nor any of its officers, agents or representatives shall engage in any strike or strike activities or other similar forms of interference with the operations of the Employer. In the event of a violation of this Article or the strike prohibition of Section 447.505, Florida Statutes, and Article 1, Section 6 of the Constitution of the State of Florida, by any bargaining unit member or members, then promptly upon the request of the Employer, the Union agrees to encourage and direct such

member or members to immediately cease and desist from the strike or strike activities giving rise to such violation and to return to work, and further agrees to publicly disavow such strike or strike activities.

7B.4 **Penalties**

In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all bargaining unit members who participate in, are parties to or promote any strike as defined in Section 7B.1 shall be subject to disciplinary action up to and including termination of employment.

7B.5 **Union Responsibility**

The Union shall be liable for any damages which may be suffered by the Employer as a result of a violation of Section 447.505, Florida Statutes, by the Union or its representatives, officers, or agents unless the Union publicly disavows the actions causing the violation within twenty-four hours of the occurrence thereof.

7B.6 **Lock Outs Prohibited**

The Employer agrees not to lock out any bargaining unit members.

7B.7 **Enforcement**

The circuit courts of this State shall have jurisdiction to enforce the provisions of this Article by ex parte injunction and contempt proceedings, if necessary.

Article 8 – Special Meetings

- 8.1 The Employer and the Union agree to meet and confer on matters of interest upon written request of either party. The written request shall state the nature of the matter to be discussed and the reason(s) for making the request. Discussion shall be limited to matters set forth in the request, or other subjects mutually agreed to, but these special meetings shall not be used to renegotiate this Agreement.
- 8.2 Such special meetings shall be held within ten calendar days of the receipt of the written request, and at a time and place mutually agreeable to both parties.
- 8.3 The Union President or his / her designee shall be allowed to attend periodic senior staff meetings held by the Department.

Article 9 – Bulletin Boards

9.1 **Space**

- (a) The Employer shall allow the Union partial use of bulletin board space in each working location.
- (b) In the alternative, the Union shall have the right at its own expense, to place a Union bulletin board, not to exceed four by three feet, located in an available space in the watch room, living area, or kitchen of each station.

9.2 **Purposes**

The bulletin board may only be used for the following purposes:

- (a) Notice of Union meetings.
- (b) Union bulletins.
- (c) Reports of Union Committees.
- (d) Rulings and policies of the Union.
- (e) Recreational and Social affairs of the Union.
- (f) Actions of public bodies.
- (g) Union elections.
- (h) Union Newsletters.
- (i) Minutes of Union meetings.

Article 10 - Grievance Procedure

10.1 Purpose

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from an alleged violation of the specific terms of this Agreement as provided in this Article.

10.2 Grievance Defined

For the purpose of this Agreement, a grievance is defined as a claim or complaint that an employee or group of employees may have alleging that the Employer has violated a specific provision of this Agreement, provided that such specific provision is not a management prerogative and is not expressly excluded from the grievance and arbitration procedures of this Article.

10.3 Consideration During Working Hours

Grievances may be taken up during the working time of the grievant upon mutual agreement between the Employer and the Union.

10.4 Requirements

Failure of the grievant to comply with this section shall render the grievance null and void. All grievances shall be processed in accordance with the procedures set forth in Section 10.5 hereof. All grievances proceeding beyond Step I as outlined in Section 10.5 must be reviewed by the Union's Executive Board prior to submittal. A grievance or grievance decision at any step may be submitted via email. All grievances must be in writing, and must contain the following information:

- (a) The specific Article(s) and Section(s) of the Agreement alleged to have been violated;
- (b) The date or dates the alleged violation occurred, a description of the facts and circumstances upon which the grievance is based in such detail as will place the Employer on reasonable notice of the alleged violation, and the specific remedy desired by the grievant;
- (c) Signature of grievant and date signed; and,

10.5 Grievance Steps

All grievances shall proceed in accordance with the following steps:

Step1

The grievant shall present his or her grievance to the Fire Chief in writing within fourteen business days following the occurrence of the action giving rise to the grievance, provided that should the action giving rise to the grievance occur while the employee is on authorized

paid leave of absence or is on his or her scheduled day off the grievant shall have fourteen business days upon returning to his or her job to orally present the grievance. The Fire Chief will discuss and make an effort to resolve all grievances with fairness and justice for both the grievant and the Employer and shall, in writing, render and communicate a decision to the grievant within fourteen business days following the date the grievance was presented.

Step 2

If the grievant has not received satisfaction at Step 1, or the Fire Chief has failed to communicate a decision within the applicable time limit under Step 1, he or she may submit the grievance to the Human Resources Director. This must be accomplished in writing within fourteen business days after the Step I decision is rendered, or, if no decision is rendered within the applicable time limit under Step 1, then within fourteen business days immediately following the expiration of such time limit. The Human Resources Director will review all pertinent facts and conduct a full review, after which he or she will issue a written decision. This decision will normally be communicated to the grievant within fourteen business days following the presentation of the grievance to the Human Resources Director.

Step 3

If the grievant has not reached satisfaction at Step 2, or the Human Resource Director has failed to communicate a decision within the applicable time limit under Step 2, he or she may submit the grievance to the County Manager. This must be accomplished within fourteen business days after Step 2 decision is rendered, or, if no decision is rendered within the applicable time limit under Step 2. The County Manager will announce his or her decision, taking into consideration the decision reached at Steps I and 2. The County Manager will review all pertinent facts and conduct a full review, after which he or she will issue a written decision. The decision of the County Manager shall be rendered and delivered to the grievant and the Union within fourteen business days following his or her receipt of the grievance. In the event the County Manager had failed to communicate a decision within the applicable time limit, the provision of Section 10.7(a) shall apply.

10.6 **Rules for Grievance Processing**

(a) Time limits at any step of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.

(b) Failure on the part of the Employer's representative to issue a decision within the applicable time limit for a particular step shall be regarded as the denial of the grievance if no prior decision had been rendered, and otherwise shall be regarded as upholding the decision most recently rendered, and as such will entitle the grievant and/or the Union representative to proceed to the next step as provided for in Steps 1, 2 and 3. A grievance not advanced to a particular step within the applicable time limit shall be regarded as permanently withdrawn and settled on the basis of the decision most recently rendered or regarded as rendered.

(c) For purposes of this Article, the term "business day" shall refer to any Monday, Tuesday, Wednesday, Thursday, or Friday on which the offices of the Government of Clay County are open for business. Saturdays, Sundays, Holidays, and any day on which a grievance is presented or received by either party shall not be considered in the calculation of time limits.

(d) Either party may call a conference at any step Of the grievance procedure.

(e) Nothing in this Agreement shall be construed to prevent any employee from presenting, at any time, his or her own grievance in person or by legal counsel, to the Employer, and having such grievance(s) adjusted without the intervention of the bargaining agent; provided the adjustment(s) is not inconsistent with the terms of this Agreement, and provided that the bargaining agent is given reasonable opportunity to be present at any meeting(s) called for resolution of such grievance(s).

(f) In the event a grievance is brought on behalf of the entire bargaining unit membership, all time periods set forth in Section 10.5 within which any party's representative must respond shall be increased by five business days.

10.7 **Arbitration**

Arbitration of grievances shall be as provided hereafter:

(a) If the grievance is not settled in accordance with the provisions of Section 10.5, the Union may request arbitration. Requests for arbitration shall be submitted in writing to the Human Resources Director within twenty business days after the grievant and the Union are notified of the Employer's Step 3 decision, or, if no decision is rendered within the applicable time limit under Step 3, then within twenty business days immediately following the expiration of such time limit. Requests for arbitration may be submitted via email. A grievance is considered to be withdrawn and settled on the basis of the decision most recently rendered or regarded as rendered if arbitration is not so requested within twenty business days after the Step 3 decision is rendered, or, if no decision is rendered within the applicable time limit under Step 3, then within twenty business days immediately following the expiration of such time limit.

(b) Within fifteen business days after written demand by either party upon the other, parties shall separately or jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a panel of seven impartial arbitrators, located within the State of Florida and particularly skilled in the matters involving local government employee relations. Each party shall have the right to alternately strike three names from the panel. The party exercising the first strike shall be established by coin toss or other impartial means. The remaining member of the panel shall be the arbitrator, and the parties shall so notify FMCS by joint letter within five business days after the selection.

(c) The arbitration shall be conducted under the rules set forth in this Agreement. The arbitrator shall have no authority to add to, subtract from, modify or alter the terms of this Agreement. The arbitrator shall consider and decide the merits of the underlying grievance.

(d) All testimony given at the arbitration hearing will be under oath. The arbitrator shall submit his or her decision in writing within forty-five calendar days after the close of the hearing or the submission of briefs by the parties, whichever is later. Should the arbitrator be unable to deliver his/her award within the 45 day time frame, the arbitrator shall be required to provide to both the Union and the County an estimate of when the award will be issued. The parties may mutually agree in writing to extend the time limit.

(e) The compensation and expenses of the arbitrator, the appearance fee for the court reporter (if utilized) and the costs associated with arbitrator's copy of the transcript (if requested), shall be borne equally by both parties as determined by the arbitrator. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceeding shall pay for the record and/or stenographic services.

(f) The arbitrator will decide all issues brought before him or her, including arbitrability, should it arise.

10.8 Florida Arbitration Code

Any decision rendered by an arbitrator under Section 10.7 shall be final and binding. Either party may apply to any court of competent jurisdiction to confirm, enforce, vacate, modify or correct any such decision, and may appeal any order or decision by such court, all in accordance with those provisions of the Florida Arbitration Code set forth in Sections 682.12 through 682.22, Florida Statutes.

10.9 Exclusivity

The procedures set forth in this article for settling grievances shall be to the exclusion of any other means available to the bargaining unit members for resolving such grievances; provided, the provisions of this section shall not be deemed to impair the right or ability of any bargaining unit member to bring an action or commence a proceeding in a court of competent jurisdiction or other appropriate legal forum with respect to any claim involving the statutory or constitutional rights of such bargaining unit member.

Article 11 – Work Rules

11.1 **General**

Work rules formulated or amended, and adopted after the effective date of this Agreement shall be adopted after meeting and discussing same with the Union. Work rules in effect on the effective date of this Agreement shall remain in force until repealed, modified or amended by the Fire Chief; provided, the parties shall bargain over any work rule repeal, modification or amendment that materially affects or impacts the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit prior to the implementation thereof.

11.2 **Writing Requirement**

All work rules and regulations shall be in writing and available digitally at each working location.

11.3 **Employer's Rights**

Nothing herein shall be construed as affecting or limiting the Employer's right to repeal, modify or amend any work rule within its sole discretion, so long as the Employer has complied with the procedures set forth herein, and the repeal, modification or amendment does not otherwise conflict with the provisions of this Agreement.

11.4 **Equal Applicability**

Work rules shall apply equally. In the event a rule or policy is being interpreted differently by the respective shift commanders, written clarification shall be provided by the Fire Chief or his/her designee.

11.5 **Purchasing Committees**

The Employer shall convene joint Union-Management committees for the purpose of recommending purchases of major apparatus and medical equipment; provided, no recommendation of any such committee shall be binding on the Employer in any way.

Article 12 – Reassignments

12.1 **Voluntary Reassignment**

Employees desiring a reassignment to another unit may do so if the employee in that position is agreeable to the swap, with the Fire Chief's approval. Requests must be in writing.

12.2 **Paramedic Student Reassignment**

The Employer may temporarily reassign paramedic students (at their request) to an ALS transport unit, with an approved trainer, no later than mid-term, until the student becomes Division approved. Students shall suffer no loss of pay as a result of such reassignment.

12.3 **Transfer to Vacancy**

The assignment of personnel, temporary or permanent, to all activities of the Department will be at the discretion of the Fire Chief.

Article 13 – Discipline and Discharge

13.1 **Cause**

No bargaining unit member shall be suspended without pay, discharged, reprimanded, demoted with reduction in compensation, or otherwise disciplined without proper cause.

13.2 **Notice and Timeliness**

The Employer agrees that disciplinary action shall be in a timely fashion and the bargaining unit member shall be notified of the potential of such disciplinary action within ten business days of the Employer becoming aware of the event(s) giving rise to the discipline, unless by so notifying the ability of the Employer to complete its investigation, or the investigation efforts of any law enforcement agency, are threatened or compromised as a result, in which case the bargaining unit member shall be notified as soon as practical following the cessation of the circumstances so threatening or compromising.

13.3 **Firefighter's Bill of Rights**

All investigations of bargaining unit members employed by the County as firefighters as defined in Section 112.81(1), Florida Statutes, shall adhere to the Florida Firefighter's Bill of Rights set forth in Section 112.82, Florida Statutes. Additionally, any investigation of an employee relating to medical care shall be strictly in accordance with Florida Statutes, rules of the Department of Health and this Agreement.

13.4 **Representation**

- (a) When a bargaining unit member is questioned by management and the member reasonably believes that the questioning may lead to disciplinary action against him or her, or may otherwise result in the termination of his or her employment, the member has the right to request that a Union representative be present at the meeting.
- (b) When a Union representative is not immediately available (on duty or off duty), the Employer shall postpone the meeting for a reasonable time in order for the bargaining unit member to obtain Union representation unless exigent circumstances then exist whereby the safety of persons or property, or the integrity or preservation of information or tangible evidence is at risk; provided, the provisions hereof shall never be applied in contravention of the Firefighter's Bill of Rights.

Article 14 – Drug and Alcohol Abuse Policy

14.1 **Definitions/References**

- (a) “Drug abuse” means the ingestion of any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time.
- (b) “Illegal drug” means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription.
- (c) “Alcohol” means ethanol alcohol or any beverage containing more than 0.5% of alcohol by volume, which is capable of use for beverage purposes either when alone or when diluted.
- (d) “Drug testing” means collection of a urine and/or hair follicle specimen and a laboratory analysis of the specimen(s) by EMIT immunoassay screening or the most current and appropriate technology that complies with the Testing Standards, and if positive, confirmatory testing using the Gas Chromatography/Mass Spectrometry (GC/MS) methods and procedures, or the most current and appropriate technology that complies with the Testing Standards.
- (e) “Alcohol testing” means testing for blood alcohol by collecting a venous blood specimen and laboratory analysis thereon, and/or an evidential breath testing device approved, operated and maintained in substantial compliance with the rules and regulations promulgated under Chapter 11D-8, Florida Administrative Code, as the same may be amended from time to time, or its successor in function.
- (f) “Testing Standards” means the testing standards established under the Testing Rule.
- (g) “Reasonable suspicion” means a suspicion which is based on specific, objective facts derived from the surrounding circumstances from which it is reasonable to infer that further investigation is warranted. Physical characteristics indicating reasonable suspicion may include but are not limited to, a drop in the bargaining unit member’s performance level, abnormal or erratic behavior, physical symptoms (glassy or blood-shot eyes, slurred speech, unsteady gait, poor coordination or reflexes), direct observation of drug or alcohol use, recurring work related accidents, excessive absenteeism or tardiness, impaired judgment, reasoning, or level of attention, behavioral changes, or decreased ability of the senses.
- (h) “BAC”, with respect to breath alcohol testing, means grams of alcohol per 210 liters of breath.

- (i) “MRO” means the Medical Review Officer described in Section 14.6.
- (j) “Testing Rule” means Rule 59A-24.006, Florida Administrative Code, or its successor in function.
- (k) “Licensed Laboratory” means a drug testing laboratory licensed under the Testing Rule.

14.2 **Testing Circumstances**

The Employer may require a bargaining unit member to submit to drug and/or alcohol testing under any of the following circumstances:

- (a) As part of the member’s annual physical exam, if the Department establishes such a program.
- (b) Whenever two managerial employees concur that there is a reasonable suspicion that a member is using, under the influence of, or in possession of illegal drugs or alcohol while on duty, or that the member is abusing illegal drugs or alcohol which may be adversely affecting his or her job performance or pose a threat to safety, in accordance with Section 14.1(g).
- (c) Whenever a member is driving a vehicle that is involved in a vehicle accident.
- (d) At any time within two years after a member has been counseled or otherwise disciplined because of a problem with illegal drugs or alcohol, or within two years after a member has tested positive for the presence of illegal drugs or alcohol.
- (e) Pursuant to an unannounced and random drug and alcohol testing call that has taken place in accordance with the following procedures:
 - (1) A lottery system shall be used, based on the shift and station assignments of the members. A station number and shift shall be drawn randomly, and all members who are on duty shall submit a urine sample while on duty.
 - (2) Random testing shall include a minimum of four members. If a shift and station is drawn of less than four members, a second drawing will be done for the same shift, and the members of both stations shall submit to testing.

14.3 **Testing Procedures**

- (a) Whenever a bargaining unit member is required to provide the specimen(s) for these testing procedures, the Employer shall follow chain of custody procedures; provided, such chain of custody procedures shall not be applicable to alcohol testing utilizing an evidential breath testing device in accordance with Section 14.1(e). Chain of custody and drug testing shall be consistent with the Testing Standards, and performed only at a Licensed Laboratory. In this regard, the Employer shall promptly notify the Union President regarding the identity of the Licensed

Laboratory under contract to the Employer. All drug testing as defined in Section 14.1(d) shall be done in strict accordance with the Testing Standards at a Licensed Laboratory.

- (b) Prior to submitting the specimen(s) for illegal drug or alcohol testing, the bargaining unit member shall sign a consent form authorizing the testing in accordance with this Agreement, and releasing the test results to appropriate County officials. The bargaining unit member shall also complete the medical history form, listing recent medications, both prescription and over-the-counter, as requested by the Medical Review Officer. The consent form shall provide space for the member to acknowledge that he or she understands the terms of this Article. The Employer may require a statement from a physician, or physical proof confirming the use of prescription medications. Such proof shall be submitted in advance of the specimen collection, unless such collection is for reasonable suspicion.
- (c) If illegal drug testing is required under the provisions set forth in this Agreement, the Testing Standards shall be used to determine the levels at which detected substances shall be considered positive for purposes of both screening and confirmation.

Alcohol (ETOH) shall be tested as provided in Section 14.1(e). For breath alcohol (ETOH), the screening test cutoff shall be 0.02 BAC, and the confirmatory test cutoff shall be 0.04 BAC. For blood alcohol (ETOH), the screening test cutoff shall be 50 mg/dL, and the confirmatory test cutoff shall be 50 mg/dL.

- (d) The Employer shall comply with the following procedures for drug or alcohol testing to the extent that they are not inconsistent with the Testing Standards, and except as may otherwise be provided herein:
 - (1) The Employer shall submit the specimen(s) to an EMIT immunoassay test or the most current and appropriate technology that complies with the Testing Standards for initial screening purposes. If the results of this test are negative, no further testing will be performed.
 - (2) If the results of the initial screening test provided for in paragraph (1) are positive, the Employer will submit the same specimen(s) for a confirmatory test using the gas chromatography/mass spectrometry (GC/MS) method or the most current and appropriate technology that complies with the Testing Standards to verify the initial test results; provided, if the initial screening test was for alcohol utilizing an evidential breath testing device in accordance with Section 14.1(e), then the confirmatory test shall be performed utilizing the blood serum specimen drawn in accordance with subsection (f), unless the bargaining unit member otherwise agrees as provided therein. The Employer will not notify any person about the initial

positive results until said results have been confirmed as provided for in this section.

- (3) If the results of the second confirmatory test for illegal drugs or alcohol provided for in paragraph (2) are positive, as confirmed by a qualified MRO, the Employer shall promptly notify the bargaining unit member of the results. If the results are negative, no further testing will be performed.
- (e) Chain of custody procedures shall require that an approved chain of custody form be used from the time of collection to the time of receipt by the laboratory, and of an appropriate Testing Laboratory chain of custody form to account for the specimen(s) submitted for testing. Chain of custody forms shall, at a minimum, include:
 - (1) an entry documenting date and purpose for each time the specimen(s) or aliquot is handled or transferred, and,
 - (2) the identification of every individual in the chain of custody.
- (f) Any other provisions of this article to the contrary notwithstanding, the Employer may elect to conduct any initial screening test for alcohol by means of an evidential breath testing device in accordance with Section 14.1(e). In the event the results of such initial screening test are positive, then the subject thereof shall forthwith submit to the drawing of a blood serum specimen for the confirmatory test in accordance with subsection (d), unless the subject agrees that the confirmatory test shall be conducted utilizing the same evidential breath testing device. The Employer may not conduct any confirmatory test utilizing an evidential breath testing device unless the subject thereof shall agree. If the results of any confirmatory test for alcohol utilizing a blood serum specimen are positive, then the same and the results of any initial screening test with respect thereto utilizing an evidential breath testing device shall not be rendered invalid should it be determined that said device was not approved, operated or maintained in accordance with Section 14.1(e).

14.4 **Reasonable Suspicion**

- (a) If a supervisor has reasonable suspicion in accordance with Section 14.1(g), he or she shall:
 - (1) Notify the next higher ranking supervisor in his or her chain of command that is not the subject of the suspicion to request a personal observation and review of specific, objective instances of the bargaining unit member's conduct to confirm that reasonable suspicion exists. The member may not be subject to testing without the confirmation of reasonable suspicion by a second managerial employee.

- (2) Prohibit the bargaining unit member from assuming or continuing his or her duties.
 - (3) Transport the bargaining unit member to the designated testing site for testing and, after testing, arrange for safe transportation to the bargaining unit member's residence or a place selected by a relative or friend of the member, unless the member refuses.
 - (4) Prepare appropriate documentation to support the reasonable suspicion, and actions taken based on reasonable suspicion.
- (b) If reasonable suspicion exists, the bargaining unit member may be removed from a pay status pending the outcome of testing. If the testing shows no illegal drug or alcohol activity, all lost wages shall be paid.
 - (c) Only the County Manager, Human Resources Director or Fire Chief may order random testing. Supervisors below the level of the Fire Chief are prohibited from demanding or encouraging alcohol or illegal drug testing without reasonable suspicion. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary and legal action for improper disclosure, unless such disclosure is required by law.

14.5 **Privacy**

- (a) All specimens shall be provided in the privacy of a stall or otherwise partitioned area that allows for individual privacy if appropriate and necessary. The integrity and identity of all specimens shall be assured.
- (b) All information from a bargaining unit member's illegal drug or alcohol test is considered sensitive information and only those employees, representatives, and agents of the Employer who possess the "need to know" are to be informed of test results. Disclosure of records relating to an illegal drug or alcohol test to any other person, agency, or organization is prohibited unless written authorization is obtained from the bargaining unit member, or unless disclosure is otherwise required by law.
- (c) All records pertaining to the collection or testing of illegal drugs or alcohol shall be kept by the Employer in a separate medical file. The Department shall implement procedures to prevent the unauthorized disclosure of any information pertaining to testing of any bargaining unit member for illegal drugs or alcohol. Any results of positive testing which the Employer later determines to have been refuted shall have affixed thereto the subsequent refutation.

14.6 **Medical Review Officer**

- (a) The MRO must be provided by the laboratory or be contracted by the Employer for the purpose of interpreting laboratory results pursuant to this Article, the Testing Standards and Florida law.
- (b) When confirmed positive results are reported by the Testing Laboratory, it is the responsibility of the MRO to:
 - (1) Review the tested individual's relevant history; and,
 - (2) Determine whether there is a legitimate medical explanation for the positive results, including over-the-counter medications, prescription medications, or food substances known to have falsely yielded positive results.
- (c) The MRO may request the Testing Laboratory to re-analyze the original specimen in order to verify accuracy of the reported results.
- (d) The MRO shall not convey the test results to the Employer until the MRO has made a definite determination that the submitted sample was positive or negative.

14.7 **Rehabilitative/Corrective Action**

- (a) The tested bargaining unit member shall be presented with copies of the reports from the Testing Laboratory of the specimen(s) submitted, and be afforded an opportunity to discuss the test results before any disciplinary action is imposed.
- (b) The Employer may require a bargaining unit member who has tested positive for the presence of illegal drugs or alcohol to submit to counseling, or other rehabilitative treatment as a condition of continued employment. This subsection shall not be construed to limit the Employer's right to take appropriate disciplinary action when a bargaining unit member tests positive for the presence of illegal drugs or alcohol, including but not limited to discharge from employment in accordance with Section 440.102(11)(b), Florida Statutes, or its successor in function.
- (c) Any bargaining unit member who refuses to submit to illegal drug or alcohol testing as required by this Article shall be subject to discipline, up to and including discharge from employment.
- (d) A bargaining unit member whose positive test results can be substantiated by a legitimate medical explanation shall not be subject to discipline.

14.8 **Costs**

- (a) The Employer shall pay the costs of any physical examinations and tests required by this Article.
- (b) Physical examinations and/or specimens will normally be obtained while the bargaining unit member is on duty. If a bargaining unit member is required to

submit to examinations or testing during off-duty hours, the member shall be paid for all time required for the examination and/or testing. This provision applies to all aspects of illegal drug or alcohol testing.

- (c) The physical examinations and tests will be performed by medical personnel selected by the Employer.

14.9 **Training**

- (a) All Department personnel shall receive periodic training on illegal drug and alcohol abuse.
- (b) The lack of such training shall not affect the validity of any “reasonable suspicion” determination.

Article 15 – Safety and Health

15.1 Safety Objectives

The Employer and the Union will cooperate in the continuing objective of limiting or eliminating safety and health hazards due to unsafe working conditions within the Employer's purview.

15.2 JOSH Committee

The Employer and the Union shall maintain a Joint Occupational Safety and Health (JOSH) Committee, which shall serve as the workplace safety committee contemplated under Section 633.522, Florida Statutes.

- (a) The voting membership of the JOSH Committee shall consist of:
 - (1) Two members of the Union appointed by its President.
 - (2) Two Employer's representatives appointed by the Fire Chief, at least one of whom shall be employed within the Division.
 - (3) One individual jointly selected by the President of the Union and the Fire Chief.
- (b) One alternate shall be selected for the Employer's representatives, as will one for the Union. The alternates may attend JOSH Committee meetings, but are only voting members in the absence of a normal representative. If either group represented fails to fill a vacancy, meetings shall continue with alternates and/or ex-officio members in place to maintain the voting quorum.
- (c) Pursuant to Section 633.522, Florida Statutes, the Employer shall compensate Union JOSH Committee members at their regular rate of pay for time actually elapsed during any JOSH Committee meeting which they may attend as voting members, not to include subcommittee business.
- (d) The Fire Chief and the Union President shall serve as ex-officio members to the JOSH Committee, and are only voting members if used as alternates.
- (e) The Union shall provide a list of its JOSH Committee representatives to the Fire Chief, as will the Fire Chief provide a list of the Management JOSH Committee representatives to the Union.
- (f) A chairperson of the JOSH Committee will be jointly selected by the members, with the representative being Union or Management on alternating years.

15.3 **JOSH Committee Meetings**

The JOSH Committee shall hold meetings as needed upon prior notice to all of the JOSH Committee members and to the Division's personnel. Meetings are open to attendance by members of the Division; however, the meetings are not open forum. Division members wishing to address the JOSH Committee shall make a written request to do so to the chairperson thereof, including the specific topic and desired action. The Fire Chief shall cause minutes of each JOSH Committee meeting to be prepared, and may cause audio recordings of each such meeting to be made. The Fire Chief shall keep and maintain records of all JOSH Committee meetings, which shall include notices, agendas, minutes, any audio recordings, any documentary or other materials provided or presented to JOSH Committee members at any such meetings, any written reports, recommendations, guidelines, procedures or other documents issued by the JOSH Committee, and any written responses by the Fire Chief to matters acted upon or presented by the JOSH Committee. Such records shall be subject to inspection by the Florida Division of State Fire Marshall as provided in Section 633.522, Florida Statutes.

15.4 **JOSH Committee Activities**

The JOSH Committee shall:

- (a) Make recommendations for corrections of hazardous conditions or unsafe work methods.
- (b) Review safety practices and current procedures, including accident and illness prevention programs, and make recommendations regarding the development or improvement thereof, if appropriate.
- (c) Develop, at the request of the Fire Chief or upon the initiative of the JOSH Committee with the Fire Chief's prior approval, Standard Operating Procedures (SOPs) relating to health, safety, specifications for protective apparel, and/or equipment, suitable for protecting life and promoting employment and workplace health and safety.
- (d) Review and investigate accidents, safety-related incidents, illnesses and deaths involving personnel and/or equipment within the Division, determine errors, omissions in personnel operation, deficiencies in equipment, etc., and prepare reports regarding the same and recommendations regarding measures to minimize the recurrence thereof, if appropriate.
- (e) Review accidents not involving personnel and/or equipment within the Division, determining actions that could be used to prevent similar occurrence in Clay County.
- (f) Prepare written recommendations to the Fire Chief and Union President regarding their topic investigations, reports, projects, etc.

- (g) Evaluate changes in specifications for protective clothing, equipment, tools, appliances, and apparatus to be purchased by the Division, and issue reports to the Fire Chief and Union President concerning such changes.
- (h) Make periodic safety inspections of Division workplace facilities.
- (i) Make periodic safety inspections of Division apparatus, protective equipment, protective clothing and devices and review work methods and conditions, including training procedures.
- (j) Review and recommend updates to guidelines for the training of JOSH Committee members regarding their roles and responsibilities under subsections (b), (d) and (h), as appropriate.
- (k) Review and recommend updates to procedures for the performance by the JOSH Committee of the tasks set forth in subsections (d) and (h), as appropriate.

15.5 **Recommending Disciplinary Action**

The JOSH Committee shall not propose disciplinary action against individual members of the Division.

15.6 **JOSH Committee Recommendations**

- (a) Recommendations or findings of the JOSH Committee shall be addressed to the Fire Chief and Union President with target dates for implementation, and shall not be considered binding on the Employer. The Fire Chief shall, upon receipt of any JOSH Committee recommendation:
 - (1) Within fourteen days, acknowledge receipt of the recommendation to the JOSH Committee chairperson.
 - (2) Within thirty days provide a written response either accepting the recommendation or setting forth the reason(s) why implementing the recommendation(s) is either rejected or to be delayed.
- (b) The Fire Chief shall maintain written guidelines for the training of JOSH Committee members regarding their roles and responsibilities under subsections (b), (d) and (h) of Section 15.4 as recommended by the JOSH Committee. Such guidelines may be based in whole or in part upon the JOSH Committee's recommended guidelines, but any deviation therefrom and the reasons therefor shall be provided to the JOSH Committee chairperson in writing.
- (c) The provisions of subsection (a) to the contrary notwithstanding, the Fire Chief shall maintain written procedures for the performance by the JOSH Committee of the tasks set forth in subsections (d) and (h) of Section 15.4 as recommended by the JOSH Committee. Such procedures may be based in whole or in part upon the

JOSH Committee's recommended procedures, but any deviation therefrom and the reasons therefor shall be provided to the JOSH Committee chairperson in writing.

15.7 **Union Duties**

With the understanding that the job responsibilities and duties of Fire/Rescue personnel are inherently dangerous by nature, the Union agrees that it will cooperate and actively pursue that its membership properly utilize issued or provided protective equipment or apparel and follow official Division SOPs. The Union agrees that willful neglect by an employee to properly utilize said equipment or to follow official Division SOPs can be the proper cause for disciplinary action.

15.8 **Mutual Goal**

The Employer and the Union have as a mutual goal the introduction into service of new and improved technology, methods and means of carrying out the responsibility of the Division, and that innovation and experimentation consistent with maximum safety is a part of this responsibility. Management will make every effort in good faith to initiate training on any new technology prior to implementation.

15.9 **Vaccinations and Screening**

The Employer will provide hepatitis "B" vaccinations (Recombivax or latest proven variant) and surface antibody screening for all bargaining unit members, at no cost, and to keep such vaccinations current. Tetanus, PPD (tuberculosis) and flu shots shall also be offered annually or as needed to each bargaining unit member, without cost to the member.

15.10 **Materials and Equipment**

- (a) All firefighting personnel shall be provided with protective clothing and equipment as follows: Helmets, gloves, bunker coat, bunker pants, boots, and protective hoods.
- (b) Each Division apparatus shall be equipped with the following equipment:
 - (1) Self-contained breathing apparatus; one for each person assigned the apparatus.
 - (2) One PASS device for each SCBA.
 - (3) One hand light for each employee assigned the apparatus.
- (c) Each fire apparatus and rescue shall be equipped with a reusable aural protective device for each person assigned (preferably one of which incorporates radio communications, for the pump operator). The Employer shall identify a schedule to relocate audible warning devices.
- (d) All Division apparatus will comply with all applicable federal and state standards. All protective clothing, equipment, tools, appliances, and apparatus will meet or exceed such standards at the time of the purchase thereof.

15.11 **Status**

The bargaining unit members of the JOSH Committee, when performing the several duties described herein as a member thereof, shall be deemed to be acting in furtherance of the Employer's business within the meaning of Section 440.11, Florida Statutes, subject to any applicable provisions thereof.

Article 16 – Communications

16.1 Organization and Structure; Definitions

- (a) Fire/Rescue Communications Center provides a unique and vital telecommunications service to the citizens and visitors of Clay County as an essential arm of the Clay County Department of Public Safety. In this role the Communications Specialists who staff this capability are recognized as full members of the bargaining unit and will remain so no matter where they are housed.

- (b) The organizational positions that compose the Fire/Rescue Communications Center are as follows:

Communications Specialist I
Communications Specialist II

- (c) As civilian (non-firefighter certified) members of the bargaining unit, not all Articles of this Agreement are therefore applicable to these assigned positions. In recognition of this fact, the following Articles of this Agreement do not apply to bargaining unit members in the Communications Specialist positions: Article 6, Article 12, Article 13, Article 17, Article 18, Article 19, Article 19A, Article 20, Article 22, Article 26, Article 27, Article 28, Article 29, Article 30, and Article 31. Likewise, bargaining unit members who are not serving in the Communications Specialist positions are not covered by the provisions of this Article 16.

16.2 Schedule

The work period for Communications Specialists shall be fourteen days. Pay periods will be every 14 days. Communications Specialists shall work twelve-hour shifts, and the Employer shall have the right to modify the work schedule for Communications Specialists, but prior to doing so must notify the Union if the schedule modification will impact compensation.

16.3 Shift Assignments

The assignment of Communications Specialists, temporary or permanent, within the Communications Center will be at the discretion of the Fire Chief.

16.4 Shift Transfers

Communications Specialists who desire a transfer to another communications shift position shall request so in writing, via the chain of command in accordance with Departmental Policy.

16.5 Qualifications and Promotions

Appointment to the position of Communications Specialist II may occur if and when the Employer designates an open vacancy in the qualifying position.

16.6 Overtime

Consistent with Article 7A.2(b)(7), the decision to assign overtime is a management right. It is the responsibility of the Employer to distribute the opportunity for overtime work, via the designated automated staffing program, equally to all eligible Communications Specialists qualified to fill the position through the implementation of such policies and procedures as the Employer may deem appropriate, as may be amended from time to time in the Employer's discretion to promote the goal of equal overtime opportunity.

- (a) Nothing in this Article shall require payment for overtime hours not worked. In calculating the amount of overtime compensation due a Communications Specialist, only the hours actually worked shall be counted.
- (b) Paid holidays, Union time and paid leave shall not be included as hours worked for purposes of overtime payment, except that paid leave used specifically for the purpose of bargaining over any amendments or successor to this Agreement, or any subject of mandatory bargaining, shall be included as hours worked for purposes of determining overtime payment; provided, the Employer and the Union shall cooperate to the fullest extent reasonably practicable to avoid or minimize the scheduling of bargaining sessions that may require the use of paid leave.
- (c) Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.
- (d) The assignment of overtime to Communications Specialists is governed by the following rules:
 - (1) No Communications Specialist shall authorize overtime for himself or herself but shall be entitled to overtime work only as assigned or authorized by the Fire Chief or designee. The Employer has the right to schedule overtime work as needed, and in a manner most advantageous to the Employer, and may decline to fill a particular vacancy in its sole discretion or may fill a particular vacancy in its sole discretion through temporary assignment or transfer.
 - (2) Any Communications Specialist who does not have a relief present at shift change shall so advise the superior in their chain of command.
 - (3) If any Communications Specialist is instructed to hold over for relief, he or she shall receive thirty minutes pay; if that time exceeds thirty minutes, he or she shall receive one hour's pay; if that time exceeds one hour, he or she shall be compensated at intervals of fifteen minutes.
 - (4) If any Communications Specialist is called back to work after having been relieved and having left the assigned workstation or is called in before the

regular scheduled work time, he or she shall be paid the actual time worked at their hourly rate for a minimum of two (2) hours' pay. Any Communications Specialist who accepts or is mandated an extra duty assignment that is thereafter cancelled or reduced in time within four (4) hours prior to the start time shall be paid at their hourly rate for a minimum of two (2) hours' pay.

- (e) The scheduling of personnel to work mandatory overtime in the Communications Center shall proceed in accordance with the following rules:
 - (1) Communications Specialists that are eligible to be summoned for non-mandatory overtime shall be subject to being summoned for mandatory overtime to fill a shift vacancy for communications duty if all eligible Communications Specialists have been notified and the overtime assignment has not been accepted voluntarily. Such mandatory overtime shall be assigned in accordance with Department Policy.
 - (2) In the event the Communications Specialist vacancy cannot be filled in such manner, then the vacancy shall be split evenly between the personnel on duty during the shift immediately preceding the vacant shift, with one being held over for the first half and the other returning for the second half.
 - (3) Communications Specialists who are scheduled for mandatory overtime may seek to be excused therefrom in accordance with the following rules and conditions:
 - A. If a particular assignment of mandatory overtime to a Communications Specialist is for a shift falling within a period commencing 48 hours immediately preceding and ending 48 hours immediately following a regular shift for the Communications Specialist with respect to which the Communications Specialist had a scheduled leave or an approved exchange prior to such assignment, then the Communications Specialist may submit a written request to the Fire Chief or the Fire Chief's designee to be excused from such assignment.
 - B. The request must be submitted within 24 hours of receiving the mandatory assignment, and must include such details and documentation as will enable the Fire Chief or the Fire Chief's designee to make an informed decision. The request may be granted upon showing of substantial hardship to the Communications Specialist. Any decision to grant or deny the request shall be at the sole discretion of the Fire Chief or the Fire Chief's designee, and shall not be subject to grievance or arbitration under this Agreement.

- (a) The failure of any Communications Specialist to report for mandatory overtime duty assigned in accordance with the subsection (e) without being excused from reporting by the Fire Chief or the Fire Chief's designee, or providing an approved replacement, may result in disciplinary action.

16.7 **New Communications Specialists Probation**

- (a) New Communications Specialists are those who have never worked for the Employer, who transfer into the bargaining unit from another department of the Employer to work in the Communications Center, or who have returned to work for the Employer after voluntary or involuntary separation of more than 30 days. The standard probationary period for each new Communications Specialist shall commence on the date that the Communications Specialist begins working for the Department as a paid full-time employee, and shall continue for a period of one year. Upon recommendation to the Fire Chief and Human Resources Director, a Communications Specialist's probationary period may be extended up to an additional three months if approved by the County Manager.
- (b) All new full-time Communications Specialists will accrue benefits during the introductory period, however, earned sick leave and annual leave cannot be taken for a period of the first three months during the probationary period. The Fire Chief or designee may waive the limitations of this section for just cause.
- (c) Upon the completion of a Communications Specialist's applicable probationary period, the Fire Chief and Human Resources Director shall either approve, in writing, retention of the Communications Specialist, at which time the Communications Specialist shall be granted regular status, or disapprove retention of the Communications Specialist. In the event the Fire Chief and Human Resources Director disapprove or otherwise fail to approve retention of the Communications Specialist, the Communications Specialist shall automatically be separated from employment with the Employer, said separation being absolutely final, with no rights of appeal to any authority, including the grievance/arbitration procedure provided in this Agreement.
- (d) During a Communications Specialist's applicable probationary period, the Communications Specialist may be reprimanded, discharged and otherwise disciplined for any proper cause (except Union activity), provided the Employer reserves the right to terminate the Communications Specialist without cause during the probationary period, and the provisions of the grievance procedure shall not be available as it relates to dismissal; however, the Communications Specialist shall have access to the grievance procedure as it relates to any other matter, including discipline.

16.8 **Promotion Probation**

- (a) A Communications Specialist receiving a promotion from a lower to a higher ranking position shall serve a promotion probationary period of six months of

continuous employment from the date of promotion. Upon the expiration of the promotion probationary period, the Fire Chief may approve retention of the Communications Specialist in the position to which he or she was promoted, which approval shall be in writing. In the event the Fire Chief disapproves or otherwise fails to approve retention, the Communications Specialist shall automatically revert to the former classification from which he or she was promoted. Such reversion may be appealed through the grievance/arbitration process provided in this Agreement. However, the arbitrator may not reverse or modify the Employer's action unless he or she determines that the Employer acted arbitrarily and capriciously.

- (b) Should a Communications Specialist request a voluntary demotion from a position either in or out of the bargaining unit, the Communications Specialist may voluntarily demote to the position previously held and in good standing within the bargaining unit at a pay rate equal to the Communications Specialist's current step level and with years of service without the benefit of promotional probation. Such voluntary demotions require the approval of the Fire Chief or designee, and shall not cause an adverse effect upon other bargaining unit members such as the demotion of another to accommodate the request.

16.9 **Shift Exchanging**

Should a Communications Specialist voluntarily exchange shifts with another Communications Specialist, no regular or overtime compensation will be payable to the substituting Communications Specialist, nor shall the hours the substituting Communications Specialist work as a substitute be included by the Employer in the calculation of the hours for which the substituting Communications Specialist is entitled to overtime compensation. The hours worked by the substituting Communications Specialist shall be credited to the substituted Communications Specialist only. All shift exchanging by Communications Specialists shall be in accordance with Department Policy.

16.10 **Reporting Requirements**

All Communications Specialists shall report to work on time, shall not leave their job early (unless properly relieved), shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

16.11 **Assignment Changes**

Communications Specialists shall be given notice during their previous shift of any change in their regular hours of work, work period, tour of duty, or work shift, unless an unscheduled absence by another Communications Specialist or an emergency necessitates lesser notice.

16.12 **Training**

- (a) State mandated subject training applicable to Communications Specialists shall be offered by the Employer and scheduled so as to allow each shift to attend.

- (b) The Employer shall have the right to pay the full tuition, books and all associated costs of emergency medical technician or associated dispatching training of any Communications Specialist wishing to obtain such certification. The Employer shall provide the required training to Communications Specialists to maintain the required ACLS, BLS and CEU's for paramedic and EMT re-certification and the required 911 public safety telecommunicator certification. The Communications Specialist who receives the full tuition and terminates employment voluntarily or involuntarily within two years of receiving certification shall re-pay to the Employer the full expense of the tuition.
- (c) In the event a Communications Specialist fails to attend or successfully complete a sufficient number of the training and course opportunities provided by the Employer, the Employer shall have no obligation to provide any additional training or course opportunities for the benefit of such Communications Specialist.
- (d) The Employer shall reimburse the tuition or registration fees incurred by the Communications Specialist for attending a particular course or training session necessary for the Communications Specialist to satisfy any ACLS, BLS, emergency medical technician or paramedic recertification requirements if and only if the Communications Specialist has successfully completed the same, has obtained the recertification and was unable to attend a similar course or training session offered by the Employer because on each date that such course or training session was offered by the Employer one of the following circumstances prevailed:
 - (1) The Communications Specialist was on duty for his or her regularly scheduled shift.
 - (2) The Communications Specialist was on duty for mandatory overtime.
 - (3) The Communications Specialist was on duty for non-mandatory overtime scheduled prior to the announcement of the date of the course or training session.
 - (4) The Communications Specialist was on duty for a shift exchange scheduled prior to the announcement of the date of the course or training session.
 - (5) The Communications Specialist was on condolence leave.
 - (6) The Communications Specialist was on military leave.
 - (7) The Communications Specialist was on annual leave scheduled prior to the announcement of the date of the course or training session.
 - (8) The Communications Specialist was unable to attend because of a work-related injury.

(9) The Communications Specialist was on leave qualifying as leave under the Family Medical Leave Act which prevented the Communications Specialist from attending the course or training session.

(10) The Communications Specialist was on non-scheduled sick leave.

16.13 **Stress Management**

(a) The Employer shall provide and maintain an Employee Assistance Program (EAP) for Communications Specialists. Counseling shall be available to Communications Specialists and their immediate family. Initial evaluation and short term counseling (4 to 6 visits) shall be provided at no cost to the Communications Specialist or family member. If the nature of the problem requires further treatment, the Communications Specialist will be referred to resources that are either free, covered by insurance, or based on the Communications Specialist's ability to pay. The contents of any counseling sessions shall be strictly confidential.

(b) The Employer shall maintain access to a regional CISD (critical incident stress debriefing) team, and activate the team if requested by a Communications Specialist. A supervisor may require CISD for Communications Specialists if the supervisor believes such a program may be beneficial for them.

16.14 **Layoff, Recall, and Vacancies**

(a) In the event a layoff of Communications Specialists becomes necessary, the Communications Specialist with the least seniority shall be laid off first. The Communications Specialist laid off last shall be recalled first.

(b) Communications Specialists on lay-off status shall not continue to accrue seniority, but shall retain accrued seniority for two years or until recall, whichever comes first. If recalled, the Communications Specialist shall resume duties in the position previously held, at the previous level of pay, plus any cost of living increases.

(c) The Employer shall notify the Union President of an impending lay-off of Communications Specialists prior to the actual reduction in force.

(d) Communications Specialists qualified from within shall have first consideration when filling vacancies or new positions, provided time-in-service and certification requirements are met.

(e) The Employer shall post job vacancies of County positions at the Communications Center.

(f) Whenever the Employer advertises for Division positions, notice shall be posted in the Communications Center five working days prior to the publication date.

16.15 **Discipline and Discharge**

- (a) No Communications Specialist shall be suspended without pay, discharged, reprimanded, demoted with reduction in compensation, or otherwise disciplined without proper cause.
- (b) Disciplinary action shall be in a timely fashion and the Communications Specialist shall be notified of the potential of such disciplinary action within ten business days of the Employer becoming aware of the event(s) giving rise to the discipline, unless by so notifying, the ability of the Employer to complete its investigation, or the investigation efforts of any law enforcement agency, are threatened or compromised as a result, in which case the Communications Specialist shall be notified as soon as practical following the cessation of the circumstances so threatening or compromising.
- (c) All investigations of Communications Specialists not covered by the Florida Firefighter's Bill of Rights will be conducted in accordance with the Clay County Board of County Commissioners Personnel Policies Manual. Additionally, any investigation of a Communications Specialist relating to medical care shall be strictly in accordance with Florida Statutes, rules of the Department of Health and this Agreement.
- (d) When a Communications Specialist is questioned by the Employer's management and the Communications Specialist reasonably believes that the questioning may lead to disciplinary action against him or her, or may otherwise result in the termination of his or her employment, the Communications Specialist has the right to request that a Union representative be present at the meeting. When a Union representative is not immediately available (on duty or off duty), the Employer shall postpone the meeting for a reasonable time in order for the Communications Specialist to obtain Union representation unless exigent circumstances then exist whereby the safety of persons or property, or the integrity or preservation of information or tangible evidence is at risk.

16.16 **Physical Fitness**

The Employer and the bargaining unit recognize the importance of good health. All Communications Specialists shall be afforded the opportunity, contingent on assigned duties and responsibilities, to participate in a physical fitness/wellness program.

16.17 **Working out of Classification**

- (a) A Communications Specialist who has been temporarily assigned by the Fire Chief or designee to perform the duties of a position or rank above that which he or she currently holds shall receive an increase in his or her hourly rate for all time worked under the temporary assignment. Such increase shall be 10%.
- (b) Communications Specialists assigned to an "Acting" position will receive the payrate consistent with being promoted to that position for the time they occupy the Acting status.

- (c) The temporary assignment of a Communications Specialist to a lower paying classification shall not result in the reduction of his or her pay.

16.18 **Holidays**

Observed Holidays

For purposes of this Agreement, the term “Holiday” shall refer only to the date on which the holiday occurs.

Each of the following twelve days is recognized as a holiday (referred to herein as a “Holiday”) under the terms of this Agreement to be observed on the date specified by the Board of County Commissioners:

- New Year’s Day
- Birthday of Martin Luther King, Jr.
- President’s Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

Accrual Rate

Each member of the bargaining unit assigned to work in the Communications Center as a Communications Specialist shall earn Holiday Leave at the rate of twelve hours for each Holiday for which each of the accrual conditions set forth below has been satisfied.

Accrual Conditions

In order for a member of the bargaining unit to earn Holiday Leave with respect to any Holiday, each of the following conditions must have been satisfied:

- (a) The member must have worked the member’s last scheduled working day immediately prior to the observed Holiday, or on such working day have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician’s certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.

- (b) If the member was scheduled to work on the date on which the Holiday was observed, then on said date the member must either have worked or have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician's certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.
- (c) The member must have worked the member's first scheduled working day immediately following the observed Holiday, or on such working day have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician's certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.
- (d) Personnel covered by this Article who are assigned to a 40-hour work week shall not earn or accrue Holiday Leave or receive compensation. Rather, such personnel shall receive time off and compensation for each Holiday. If such personnel are required to work on any designated holiday, they shall be given another day off in that same work week, or be paid for the holiday and for the hours worked on the holiday at their regular hourly rate. If such personnel work on the holiday, only the hours worked will be counted toward the calculation of overtime for that work week, not the holiday hours.

Holiday Leave Compensation or Utilization

For purposes of this Article, each Holiday shall commence at 0800 on the date the Holiday is observed, and continue for twenty-four uninterrupted hours.

- (1) As Holiday Leave is earned, each member of the bargaining unit may elect to be compensated for the same during any pay period of the member's choice occurring within the same fiscal year that the Holiday is observed by so indicating on the member's time sheet, or to accrue the same within such year. No member shall be compensated for any Holiday Leave which has not been accrued. All Holiday Leave compensation shall be paid out in increments of twelve hours.
- (2) A member's election either to be compensated for Holiday Leave earned with respect to a particular Holiday or to accrue such Holiday Leave shall be evidenced on the member's time sheet for the pay period in which said Holiday is observed; provided, should the member decline or otherwise fail to evidence the member's election as provided in subsection (a), then the member shall be deemed to have elected to accrue such Holiday Leave within such fiscal year as opposed to being compensated for such Holiday Leave.
- (3) Accrued Holiday Leave may be utilized by a member in the same manner and subject to the same conditions as is provided in Article 34 for annual leave; provided, in the event any accrued Holiday Leave is not utilized by a member prior to the September 30 of the Employer's fiscal year during which the same was

earned, then the member shall receive compensation therefor in the member's pay for first full pay period immediately following said September 30, and such accrued but not utilized Holiday Leave shall not be carried forward into any succeeding fiscal year.

- (4) Holiday Leave compensation shall be based upon a member's non-overtime Hourly Rate of Regular Pay in effect at the time payment is made.

Shift Exchanging

Shift exchanging is permitted on any Holiday in accordance with Section 16.9 of this Article.

Annual Leave

Subject to the limits provided in Article 34, a member of the bargaining unit who is scheduled to work on the date on which a Holiday is observed shall be permitted to use accrued annual leave thereon provided that said member has submitted to the Employer a written request therefor at least forty-five calendar days prior thereto; provided, if the Employer has been unable to fill the position on or before the thirtieth calendar day preceding the date on which the Holiday is observed without invoking mandatory overtime under this Article, then the request for annual leave shall be denied. The time frame for requesting leave may be waived at the discretion of the Fire Chief.

16.19 Wages

- (a) On the effective date of this Agreement, the hourly rate for each Communications Specialist shall be the amount reflected in the applicable matrix of the pay plan for Communications Specialists for the Communications Specialist's current specified qualifications, rank, and years of service, based upon 2,080 annual hours.
- (b) Whenever a Communications Specialist is promoted from a lower rank to a higher rank, the Communications Specialist's hourly rate shall be adjusted to the amount reflected in the applicable matrix of the pay plan for the Communications Specialist's new rank and corresponding years of service.
- (c) Whenever a Communications Specialist is demoted from a higher rank to a lower rank, the Communications Specialist's hourly rate shall be adjusted to the amount reflected in the applicable matrix of the pay plan for the Communications Specialist's new rank and the corresponding years of service.
- (d) Each Communications Specialist I or Communications Specialist II who is a state certified Emergency Medical Technician shall receive incentive pay in the amount of \$.50 per hour for so long as the Communications Specialist maintains such certification.

- (e) No adjustments shall be made to any Communication Specialist's pay after September 30, 2027.
- (f) Direct Deposit: All Communications Specialists shall have their paycheck delivered by direct deposit to any banking or other financial institution providing savings or checking account services on the payday applicable to the paycheck. Any exemption from direct deposit must be requested by the Communications Specialist to the Fire Chief and include justification for such request. Exemption requests will be considered on a case by case basis.
- (g) Notification of Discrepancies: The Employer agrees to promptly notify the Union President of any discrepancies between the amounts contemplated in this Article, and the amounts currently on file, while implementing this Article.
- (h) Upon the anniversary of the hiring date of a Communications Specialist, the hourly rate
- (i) for such Communications Specialist shall be adjusted to the amount reflected in the applicable matrix of the pay plan for the rank and the stage corresponding to the Communications Specialist's years of service if such years of service advances the Communications Specialist to the next stage in such matrix.
- (j) The pay plan for Communications Specialists shall be as set forth in the following matrices.

FY 2023/2024

Article 16 Base Wages FY 2023/2024			
Position	Year	Hourly	CS II Qualified
Hire without Certifications		\$21.0000	
Hire with, or achieve, EMD(Emergency Medical Dispatch) or FI Telecomm(Florida 9-1-1 Public Safety Telecommunicator)		\$21.2625	
Hire with, or achieve, EMD & FI Telecomm		\$21.5250	
CS I Operations Level Qualified		\$21.6563	
CS I Technician Level Qualified or Year 1	1	\$21.7875	
CS I Technician Level Qualified	2	\$22.0500	\$23.7386
CS I Technician Level Qualified	3	\$22.3125	\$24.0162
CS I Technician Level Qualified	4	\$22.5750	\$24.2939
CS I Technician Level Qualified	5	\$22.7105	\$24.4396
CS I Technician Level Qualified	6	\$22.8467	\$24.5863
CS I Technician Level Qualified	7	\$22.9838	\$24.7338
CS I Technician Level Qualified	8	\$23.1217	\$24.8822
CS I Technician Level Qualified	9	\$23.2604	\$25.0315
CS I Technician Level Qualified	10	\$23.4000	\$25.1817
CS I Technician Level Qualified	12	\$23.6808	\$25.4044
CS I Technician Level Qualified	14	\$23.9650	\$25.6821
CS I Technician Level Qualified	16	\$24.2525	\$25.9597
CS I Technician Level Qualified	18	\$24.5436	\$26.2374

Position	Year	Hourly
CS II	1	\$23.9200
CS II	2	\$24.3100
CS II	3	\$24.7000
CS II	4	\$25.0900
CS II	5	\$25.2907
CS II	6	\$25.4800
CS II	7	\$25.6838
CS II	8	\$25.8700
CS II	9	\$26.0770
CS II	10	\$26.2600
CS II	12	\$26.6500
CS II	14	\$27.0400
CS II	16	\$27.4300
CS II	18	\$27.8200
CS II	20	\$28.2100

FY 2024/2025

Article 16 Base Wages FY 2024-2025		8%	
Position	Year	Hourly	CS II Qualified
Hire without Certifications		\$22.6800	
Hire with, or achieve, EMD(Emergency Medical Dispatch) or FI Telecomm(Florida 9-1-1 Public Safety Telecommunicator)		\$22.9635	
Hire with, or achieve, EMD & FI Telecomm		\$23.2470	
CS I Operations Level Qualified		\$23.3888	
CS I Technician Level Qualified or Year 1	1	\$23.5305	
CS I Technician Level Qualified	2	\$23.8140	\$25.6377
CS I Technician Level Qualified	3	\$24.0975	\$25.9375
CS I Technician Level Qualified	4	\$24.3810	\$26.2374
CS I Technician Level Qualified	5	\$24.5273	\$26.3948
CS I Technician Level Qualified	6	\$24.6744	\$26.5532
CS I Technician Level Qualified	7	\$24.8225	\$26.7125
CS I Technician Level Qualified	8	\$24.9714	\$26.8728
CS I Technician Level Qualified	9	\$25.1213	\$27.0340
CS I Technician Level Qualified	10	\$25.2720	\$27.1962
CS I Technician Level Qualified	12	\$25.5753	\$27.4368
CS I Technician Level Qualified	14	\$25.8822	\$27.7367
CS I Technician Level Qualified	16	\$26.1927	\$28.0365
CS I Technician Level Qualified	18	\$26.5071	\$28.3364

Position	Year	Hourly
CS II	1	\$25.8336
CS II	2	\$26.2548
CS II	3	\$26.6760
CS II	4	\$27.0972
CS II	5	\$27.3140
CS II	6	\$27.5184
CS II	7	\$27.7385
CS II	8	\$27.9396
CS II	9	\$28.1631
CS II	10	\$28.3608
CS II	12	\$28.7820
CS II	14	\$29.2032
CS II	16	\$29.6244
CS II	18	\$30.0456
CS II	20	\$30.4668

FY 2025/2026

Article 16 Base Wages FY 2025-2026			
Position	Year	Hourly	CS II Qualified
Hire without Certifications		\$24.2676	
Hire with, or achieve, EMD(Emergency Medical Dispatch) or FI Telecomm(Florida 9-1-1 Public Safety Telecommunicator)		\$24.5709	
Hire with, or achieve, EMD & FI Telecomm		\$24.8743	
CS I Operations Level Qualified		\$25.0260	
CS I Technician Level Qualified or Year 1	1	\$25.1776	
CS I Technician Level Qualified	2	\$25.4810	\$27.4323
CS I Technician Level Qualified	3	\$25.7843	\$27.7532
CS I Technician Level Qualified	4	\$26.0877	\$28.0740
CS I Technician Level Qualified	5	\$26.2442	\$28.2424
CS I Technician Level Qualified	6	\$26.4017	\$28.4119
CS I Technician Level Qualified	7	\$26.5601	\$28.5824
CS I Technician Level Qualified	8	\$26.7194	\$28.7539
CS I Technician Level Qualified	9	\$26.8797	\$28.9264
CS I Technician Level Qualified	10	\$27.0410	\$29.0999
CS I Technician Level Qualified	12	\$27.3655	\$29.3574
CS I Technician Level Qualified	14	\$27.6939	\$29.6782
CS I Technician Level Qualified	16	\$28.0262	\$29.9991
CS I Technician Level Qualified	18	\$28.3625	\$30.3199

Position	Year	Hourly
CS II	1	\$27.6420
CS II	2	\$28.0926
CS II	3	\$28.5433
CS II	4	\$28.9940
CS II	5	\$29.2260
CS II	6	\$29.4447
CS II	7	\$29.6802
CS II	8	\$29.8954
CS II	9	\$30.1345
CS II	10	\$30.3461
CS II	12	\$30.7967
CS II	14	\$31.2474
CS II	16	\$31.6981
CS II	18	\$32.1488
CS II	20	\$32.5995

FY 2026/2027

Article 16 Base Wages FY 2026-2027		6%	
Position	Year	Hourly	CS II Qualified
Hire without Certifications		\$25.7237	
Hire with, or achieve, EMD(Emergency Medical Dispatch) or FI Telecomm(Florida 9-1-1 Public Safety Telecommunicator)		\$26.0452	
Hire with, or achieve, EMD & FI Telecomm		\$26.3667	
CS I Operations Level Qualified		\$26.5275	
CS I Technician Level Qualified or Year 1	1	\$26.6883	
CS I Technician Level Qualified	2	\$27.0098	\$29.0782
CS I Technician Level Qualified	3	\$27.3314	\$29.4183
CS I Technician Level Qualified	4	\$27.6529	\$29.7584
CS I Technician Level Qualified	5	\$27.8188	\$29.9370
CS I Technician Level Qualified	6	\$27.9858	\$30.1166
CS I Technician Level Qualified	7	\$28.1537	\$30.2973
CS I Technician Level Qualified	8	\$28.3226	\$30.4791
CS I Technician Level Qualified	9	\$28.4925	\$30.6620
CS I Technician Level Qualified	10	\$28.6635	\$30.8459
CS I Technician Level Qualified	12	\$29.0075	\$31.1188
CS I Technician Level Qualified	14	\$29.3555	\$31.4589
CS I Technician Level Qualified	16	\$29.7078	\$31.7990
CS I Technician Level Qualified	18	\$30.0643	\$32.1391

Position	Year	Hourly
CS II	1	\$29.3005
CS II	2	\$29.7782
CS II	3	\$30.2559
CS II	4	\$30.7336
CS II	5	\$30.9795
CS II	6	\$31.2114
CS II	7	\$31.4611
CS II	8	\$31.6891
CS II	9	\$31.9426
CS II	10	\$32.1668
CS II	12	\$32.6445
CS II	14	\$33.1223
CS II	16	\$33.6000
CS II	18	\$34.0777
CS II	20	\$34.5554

Article 17 – Probation

17.1 **Purpose**

The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the new employee's work, and for securing the most effective adjustment of the new employee to his or her position, and for "separating" employees whose performance does not meet the required standards.

17.2 **Probationary Period**

Probationary periods are extended to new employees. New employees are those that have never worked for the county, transfer into the bargaining unit from another department or division, transfer from a Communications Specialist position, or have returned to work for the county after voluntary or involuntary separation of more than 30 days. The standard probationary period for each new employee shall commence on the date that the employee begins working for the Division as a paid full-time employee, and shall continue for a period of:

- (a) One calendar year for personnel assigned to shifts of 24 hours on duty and 48 hours off duty under Section 18.2.
- (b) One calendar year for staff personnel assigned to a 40 hour workweek under Section 18.9.

17.3 **Expiration**

Upon the expiration of an employee's applicable probationary period under Section 17.2, the Fire Chief and Human Resources Director shall either approve, in writing, retention of the employee, at which time the employee shall be granted regular status, or disapprove retention of the employee. In the event the Fire Chief and Human Resources Director disapprove or otherwise fail to approve retention of the employee, the employee shall automatically be separated from employment with the County, said separation being absolutely final, with no rights of appeal to any authority, including the grievance/arbitration procedure contained herein.

17.4 **Leave**

During an employee's applicable probationary period under Section 17.2, annual leave shall accrue to the employee's benefit, and may be used by the employee as accrued after six months of continuous employment with the Division. Sick leave may be used by the employee as accrued after three months during the applicable probationary period. The Fire Chief or designee may waive the limitations of this section for just cause.

17.5 **Discipline**

During an employee's applicable probationary period under Section 17.2, the employee may be reprimanded, discharged and otherwise disciplined for any proper cause (except Union activity), provided the Employer reserves the right to terminate the employee

without cause during the probationary period, and the provisions of the grievance procedure shall not be available as it relates to dismissal; however, the employee shall have access to the grievance procedure as it relates to any other matter, including discipline.

17.6 **Time Worked**

During an employee's applicable probationary period under Section 17.2, the employee's use of any leave with pay as provided in this Agreement shall count as time worked for the purpose of fulfilling the probationary period. Leave of absence without pay, whether approved or unapproved, shall not count as time worked, and shall not be included in the calendar year calculation for the probationary period.

17.7 **Promotion Probation**

In the event an employee receives a promotion from a lower to a higher ranking position, the employee shall serve a promotion probationary period of six months (of continuous employment) from the date of promotion. Upon the expiration of the promotion probationary period, the Fire Chief may approve retention of the employee in the position to which he or she was promoted, which approval shall be in writing. In the event the Fire Chief disapproves or otherwise fails to approve retention, the employee shall automatically revert to the former classification from which he or she was promoted. Such reversion may be appealed through the grievance/arbitration process contained in this Agreement. However, the arbitrator may not reverse or modify the Employer's action unless he or she determines that the Employer acted arbitrarily and capriciously.

Article 18 – Work Hours and Overtime

18.1 **Work Hours**

The purpose of this article is to define hours of work, but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked, days per week, or for any other period of time, except where specifically provided herein.

18.2 **Work Period**

- (a) The basic work period for bargaining unit members, other than staff personnel as provided in Section 18.9 and communications personnel, shall consist of a fourteen-day work period, and the tour of duty shall be twenty-four hours on duty, followed by forty-eight hours off-duty.
- (b) Time worked by such members in an amount less than or equal to one hundred six hours in a fourteen day work period which are assigned by the Employer shall be compensated at the regular hourly rate of pay. Time worked by such members in excess of one hundred six hours in a fourteen day work period which are assigned by the Employer shall be compensated for at one and one half times the member's regular hourly rate of pay.
- (c) Bargaining unit members assigned to field positions shall not work more than seventy-two consecutive hours without an eight hour break in service except in times of declared emergencies or except when otherwise directed by the Fire Chief in the exercise of his or her discretion.

18.3 **Shift Exchanging**

Should a bargaining unit member voluntarily exchange shifts with another bargaining unit member for the first member's convenience, no regular or overtime compensation will be payable to the substituting member, nor shall the hours the substituting member worked as a substitute be included by the Employer in the calculation of the hours for which the substituting member is entitled to overtime compensation. The hours worked by the substituting member shall be credited to the first member only. All shift exchanging shall be in accordance with Article 22, and the substitution must be approved by the appropriate Battalion Chief.

18.4 **Rate of Pay**

Rate of pay shall be calculated as provided in Articles 19 and 19A.

18.5 **Overtime**

Nothing in this article shall require payment for overtime hours not worked. In calculating the amount of overtime compensation due a bargaining unit member, only the hours actually worked shall be counted. Paid holidays, Union time and paid leave shall not be included as hours worked for purposes of overtime payment,

except that paid leave used specifically for the purpose of bargaining over any amendments or successor to this Agreement, or any subject of mandatory bargaining, shall be included as hours worked for purposes of determining overtime payment; provided, the parties shall cooperate to the fullest extent reasonably practicable to avoid or minimize the scheduling of bargaining sessions that may require the use of paid leave. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

18.6 **Overtime Assignment**

(a) Consistent with Article 7A.2(b)(7), the decision to assign overtime is a management right. It is the responsibility of the Employer to distribute the opportunity for overtime work, via the designated automated staffing program, equally to all eligible employees qualified to fill the position through the implementation of such policies and procedures as the Employer may deem appropriate, as may be amended from time to time in the Employer's discretion to promote the goal of equal overtime opportunity.

(b) No bargaining unit member shall authorize overtime for himself or herself but shall be entitled to overtime work only as assigned or authorized by the Fire Chief or his or her designee. The Employer has the right to schedule overtime work as needed, and in a manner most advantageous to the Employer, and may decline to fill a particular vacancy in its sole discretion, or may fill a particular vacancy in its sole discretion.

(c) Any bargaining unit member assigned to a 24 hour shift position who does not have a relief present at shift change shall so advise the on-duty Company Officer or Battalion Chief. The Company Officer shall either release the member, if staffing permits, such that all primary units can remain in service, or contact the on-coming Battalion Chief for instructions.

(d) If any bargaining unit member is instructed to hold over for relief, he or she shall receive thirty minutes pay; if that time exceeds thirty minutes, he or she shall receive one hour's pay; if that time exceeds one hour he or she shall be compensated at intervals of fifteen minutes.

(e) Any bargaining unit member called back to work after having been relieved and having left the assigned workstation, or called in before his regular scheduled work time shall be paid the actual time worked at their hourly rate for a minimum of two (2) hours pay. Any bargaining unit member who accepts or is mandated an extra duty assignment that is cancelled or reduced in time within four (4) hours prior to the start time shall be paid at their hourly rate for a minimum of two (2) hours pay.

18.7 **Reporting Requirements**

All bargaining unit members shall be required to report to work on time, shall not leave their jobs early (unless properly relieved), shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

18.8 **Assignment Changes**

Bargaining unit members covered by this Agreement shall be given notice during their previous shift of any change in their regular hours of work, work period, tour of duty, or work shift, unless an unscheduled absence by another employee or an emergency necessitates lesser notice.

18.9 **Staff Personnel**

Bargaining unit members assigned to staff positions such as Training, Fire Prevention/Inspections and other support or supervisory positions on a full-time basis may be assigned to a 40 hour work week.

18.10 **Emergency Mobilization Portal to Portal Pay**

All time a bargaining unit member is away from the County and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response, shall be compensable as work time.

18.11 **Mandatory Overtime**

(a) 24 Hour Shift Personnel

Under non-emergency conditions, each bargaining unit member assigned to a 24hour shift shall be subject to being summoned for mandatory overtime to fill a 24 hour shift vacancy. Mandatory overtime shall be assigned via the automated staffing program, through the implementation of such policies and procedures as the Employer deems appropriate, as may be amended from time to time in the Employer's discretion. Such policies and procedures shall be designed to ensure that eligible bargaining unit members share the burden of mandatory overtime on an equal basis to the extent reasonably practicable.

(b) Exemption

(1) If a particular assignment of mandatory overtime to a bargaining unit member is for a shift falling within a period commencing 48 hours immediately preceding and ending 48 hours immediately following a regular shift for the member with respect to which the member had a scheduled leave or an exchange, then the member may submit a written request to the Fire Chief or the Fire Chief's designee to be excused from such assignment.

(2) The request must be submitted within 24 hours of receiving the mandatory assignment, and must include such details and documentation as will enable the Fire Chief or the Fire Chief's designee to make an informed decision. The request may be granted upon showing of substantial hardship, to the member if relief is denied, but not for mere inconvenience.

(3) By the way of example, only the substantial hardship may include a showing that prior to the mandatory assignment the member had scheduled an activity during the mandatory overtime shift that cannot be rescheduled without financial loss, substantial delay or material inconvenienced to the member or his or her family.

(4) The purpose of this subsection is not to create a right on the part of the member to the relief sought hereunder; rather, the purpose is to provide a means by which the member may seek such relief. Accordingly, any decision to grant or deny the request shall be at the sole discretion of the Fire Chief or the Fire Chief's designee, and shall not be subject to grievance or arbitration under this agreement.

(5) In the event the Department responds to any request for assistance beyond the Department's established response area, or in the event of a declared emergency condition, all bargaining unit members shall be subject to being summoned for mandatory overtime without any limitations set forth in this article.

(6) Failure to report for duly assigned mandatory overtime without being excused from responding by the on-duty Battalion Chief or providing an approved replacement may result in discipline action.

Article 19 – Wages

19.1 General

- (a) All bargaining unit members assigned as Firefighters, Engineers, Lieutenants and Captains shall be compensated in accordance with this Article 19 and the pay plan set forth below. Communications Specialists are not covered by this Article 19.
- (b) No bargaining unit member shall be paid at a wage rate greater than the maximum or less than the minimum established for the member's classification as set forth in the pay plan.
- (c) The pay plan shall be administered in accordance with the following procedures:
 - 1. On the effective date of this Agreement, each bargaining unit member shall be paid the hourly rate reflected in the applicable matrix of the pay plan for the member's current rank and the stage corresponding to the member's Seniority.
 - 2. Upon the anniversary of the hiring date of a bargaining unit member, the hourly rate for such member shall be adjusted to the amount reflected in the applicable matrix of the pay plan for the member's rank and the stage corresponding to the member's Seniority if such Seniority advances the member to the next stage in such matrix.
 - 3. New Employees: New employees who are hired on or after the effective date of this Agreement shall be paid the hourly rate reflected in the applicable matrix of the pay plan for a Firefighter at Stage 1.
 - 4. Pay Rate Upon Promotion: When a bargaining unit member is promoted to a position in a higher pay grade, the member's hourly rate shall be adjusted to the amount reflected in the applicable matrix of the pay plan for such higher rank and the stage corresponding to the member's Seniority as of the date of the promotion.
 - 5. Pay Rate Upon Demotion: When a bargaining unit member is demoted to a position in a lower pay grade, the member's hourly rate shall be adjusted to the amount therefor reflected in the applicable matrix of the pay plan for the member's new rank and the stage corresponding to the member's Seniority.
 - 6. Pay Rate Upon Transfer: When an employee is transferred from a position in one pay classification to another position in the same pay classification, no change in hourly rate shall be made because of such transfer.
- (d) No adjustments shall be made to any bargaining unit member's pay after September 30, 2027.
- (e) Direct Deposit: All bargaining unit members shall have the member's paycheck delivered by direct deposit to any banking or other financial institution providing savings or checking account services on the payday applicable to the paycheck. Any exemption from direct deposit must be requested by the member to the Fire

Chief and include justification for such request. Exemption requests will be considered on a case by case basis.

- (f) Notification of Discrepancies: The Employer agrees to promptly notify the Union President of any discrepancies between the amounts contemplated in this Article, and the amounts currently on file, while implementing this Article.

19.2 **Working out of Classification**

- (a) A bargaining unit member who has been temporarily assigned by the Fire Chief or designee to perform the duties of a position or rank above that which the member currently holds shall receive an increase in the member's pay for all time worked under the temporary assignment. Such increase shall be as set forth in the following table:

Firefighter to Engineer	8%
Engineer to Lieutenant	10%
Lieutenant to Captain	10%
Captain to Battalion Chief	10%

- (b) Bargaining unit members assigned to an "Acting" position will receive the payrate consistent with being promoted to that position for the time they occupy the Acting status.
- (c) The temporary assignment of a bargaining unit member to a lower paying classification shall not result in the reduction of such member's pay.
- (d) A bargaining unit member assigned on a temporary basis to support or secondary non-suppression apparatus for less than 12 hours shall not be entitled to receive the pay adjustment provided in subsection (a).

19.3 **Transfer Pay**

Twenty-four hour shift bargaining unit members that are transferred for any reason to a station other than their regular duty station, will be paid a flat rate of twelve dollars (\$12.00) per transfer, unless notified twelve (12) hours prior to reporting. If transferred multiple times in one day, then a twenty-four hour shift bargaining unit member will be paid for each transfer.

19.4 **Evaluation of Newly Certified Paramedics**

The evaluation of newly certified paramedics by the Medical Director and/or the Battalion Chief of Training/Safety for Division paramedic approval should be completed within six months of receiving Florida certification. The evaluation by the Medical Director and/or the Battalion Chief of Training/Safety of a bargaining unit member who possesses Florida paramedic certification on the date of the member's hire for Division paramedic approval should be completed within twelve months of said hire date.

19.5 **Pay Rate Adjustment on Reassignment for Limited Duty**

- (a) Whenever a member of the bargaining unit is reassigned from a 24-hour shift position to a communications position or to a 40-hour work week (based on 2,080 annual hours), the member's current hourly rate shall be adjusted as follows to derive the member's hourly base rate:

Field hourly rate plus allowances times 2912 times 1.05, divided by 2080.

- (b) With regard to any Holiday Leave hours earned and accrued prior to a reassignment under subsection (a) for which the member ultimately receives payment under Section 20.4, such payment shall be calculated based upon the member's hourly rate of pay in effect immediately prior to the transfer.
- (c) Any incentive pay the member was receiving prior to a reassignment shall continue to be paid to the member so long as the member remains qualified to receive the same.
- (d) Upon being reassigned back to a 24 hour shift position, a member of the bargaining unit transferred under subsection (a) shall be placed back into their applicable position in the pay matrix in accordance with their rank and Seniority.

19.6 **Florida Supplemental Compensation**

Every bargaining unit member who meets the definition of firefighter as set forth in Section 633.102(9), Florida Statutes, who is certified in compliance with Section 633.408, Florida Statutes, shall be entitled to supplemental compensation when such bargaining unit member has complied with one of the following criteria, following the initial date of certification of eligibility by the Division of State Fire Marshal:

1. Any such bargaining unit member who receives an applicable associate degree from an accredited college as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance shall receive additional compensation in accordance with the amount identified in Florida Statutes, prorated per pay period.
2. Any such bargaining unit member who receives an applicable bachelor's degree from an accredited college or university as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance shall receive additional compensation in accordance with the amount identified in Florida Statutes, prorated per pay period.

No bargaining unit member shall receive supplemental compensation under the provisions of more than one of subsection 1. or 2. above at any one time. Such supplemental compensation shall not be reflected in the member's hourly rate of pay.

19.7 **Pay Plan**

The Pay Plan for bargaining unit members assigned as Firefighters, Engineers, Lieutenants and Captains shall be as set forth in the following matrices:

The wage rates illustrated below shall be adjusted by the following rates in each of the three years of this Agreement:

FY 2024-2025 10%
 FY 2025-2026 8%
 FY2026-2027 6%

Article 19 Hourly Rates Fiscal Year 2024-5							
FIREFIGHTER		ENGINEER		LIEUTENANT		CAPTAIN	
Seniority	Hourly Rate	Seniority	Houly Rae	Seniority	Hourly Rate	Seniority	Hourly Rate
Hire	\$17.0610						
1	\$17.4022	1	\$19.1424				
2	\$17.7503	2	\$19.5253				
3	\$18.1053	3	\$19.9158	3	\$22.9032		
4	\$18.4674	4	\$20.3141	4	\$23.3612		
5	\$18.8367	5	\$20.7204	5	\$23.8285	5	\$27.4027
6	\$19.2135	6	\$21.1348	6	\$24.3050	6	\$27.9508
7	\$19.5977	7	\$21.5575	7	\$24.7911	7	\$28.5098
8	\$19.9897	8	\$21.9886	8	\$25.2869	8	\$29.0800
9	\$20.3895	9	\$22.4284	9	\$25.7927	9	\$29.6616
10	\$20.8992	10	\$22.9891	10	\$26.4375	10	\$30.4031
12	\$21.4217	12	\$23.5639	12	\$27.0984	12	\$31.1632
14	\$21.9572	14	\$24.1530	14	\$27.7759	14	\$31.9423
16	\$22.5062	16	\$24.7568	16	\$28.4703	16	\$32.7408
18	\$23.1813	18	\$25.4995	18	\$29.3244	18	\$33.7231
20	\$23.8768	20	\$26.5079	20	\$30.2041	20	\$34.7347
				22	\$31.1103	22	\$35.7768
						24	\$36.8501

Article 19 Hourly Rates Fiscal Year 2025-26							
FIREFIGHTER		ENGINEER		LIEUTENANT		CAPTAIN	
Seniority	Hourly Rate	Seniority	Hourly Rate	Seniority	Hourly Rate	Seniority	Hourly Rate
Hire	\$18.4259						
1	\$18.7944	1	\$20.6738				
2	\$19.1703	2	\$21.0873				
3	\$19.5537	3	\$21.5091	3	\$24.7354		
4	\$19.9448	4	\$21.9392	4	\$25.2301		
5	\$20.3437	5	\$22.3780	5	\$25.7347	5	\$29.5949
6	\$20.7505	6	\$22.8256	6	\$26.2494	6	\$30.1868
7	\$21.1655	7	\$23.2821	7	\$26.7744	7	\$30.7906
8	\$21.5889	8	\$23.7477	8	\$27.3099	8	\$31.4064
9	\$22.0206	9	\$24.2227	9	\$27.8561	9	\$32.0345
10	\$22.5711	10	\$24.8283	10	\$28.5525	10	\$32.8354
12	\$23.1354	12	\$25.4490	12	\$29.2663	12	\$33.6563
14	\$23.7138	14	\$26.0852	14	\$29.9980	14	\$34.4977
16	\$24.3067	16	\$26.7373	16	\$30.7479	16	\$35.3601
18	\$25.0359	18	\$27.5394	18	\$31.6704	18	\$36.4209
20	\$25.7869	20	\$28.6286	20	\$32.6204	20	\$37.5134
				22	\$33.5991	22	\$38.6389
						24	\$39.7981

Article 19 Hourly Rates Fiscal Year 2026-27							
FIREFIGHTER		ENGINEER		LIEUTENANT		CAPTAIN	
Seniority	Hourly Rate	Seniority	Hourly Rate	Seniority	Hourly Rate	Seniority	Hourly Rate
Hire	\$19.5314						
1	\$19.9221	1	\$21.9143				
2	\$20.3205	2	\$22.3526				
3	\$20.7269	3	\$22.7996	3	\$26.2195		
4	\$21.1415	4	\$23.2556	4	\$26.7439		
5	\$21.5643	5	\$23.7207	5	\$27.2788	5	\$31.3706
6	\$21.9956	6	\$24.1951	6	\$27.8244	6	\$31.9980
7	\$22.4355	7	\$24.6790	7	\$28.3809	7	\$32.6380
8	\$22.8842	8	\$25.1726	8	\$28.9485	8	\$33.2908
9	\$23.3419	9	\$25.6761	9	\$29.5275	9	\$33.9566
10	\$23.9254	10	\$26.3180	10	\$30.2657	10	\$34.8055
12	\$24.5236	12	\$26.9759	12	\$31.0223	12	\$35.6756
14	\$25.1366	14	\$27.6503	14	\$31.7979	14	\$36.5675
16	\$25.7651	16	\$28.3416	16	\$32.5928	16	\$37.4817
18	\$26.5380	18	\$29.1918	18	\$33.5706	18	\$38.6062
20	\$27.3341	20	\$30.3463	20	\$34.5776	20	\$39.7643
				22	\$35.6150	22	\$40.9573
						24	\$42.1860

Article 19A - Incentives

19A.1 Payment of Incentive and Assignment Pay

Incentive Pay and Assignment Pay will begin the effective date that the bargaining unit member is approved for the incentive or scheduled for the assignment by the Fire Chief. All incentive pay and assignment pay will be paid on an hourly basis.

19A.2 Special Operations/Haz-Mat

A bargaining unit member designated and assigned duties by the Fire Chief as a Special Operations and/or Hazardous-Materials Responder shall be entitled to the Special Operations Responder Incentive of \$.60 per hour for each designation. The Fire Chief shall have the discretion to determine the number of Special Operations and/or Haz-Mat Responders required. Retention of the Special Operations Responder and/or Haz-Mat designation and the associated incentive are at the discretion of the Fire Chief and are not subject to grievance. There shall be no requirement to continue the incentive when a bargaining unit member is no longer assigned as a Special Operations and/or Haz-Mat Responder.

19A.3 Fire Safety Inspector

A bargaining unit member with a current certification as a fire safety inspector from the State Fire Marshal's Office who is designated and assigned duties by the Fire Chief as a fire safety inspector shall be entitled to Fire Safety Inspector Incentive Pay of \$.60 per hour. The Fire Chief shall have the discretion to determine the number of fire safety inspectors required. Retention of the fire safety inspector designation and the associated incentive are at the discretion of the Fire Chief and are not subject to grievance. There shall be no requirement to continue the incentive when a bargaining unit member is no longer assigned as a fire safety inspector.

19A.4 Honor Guard

A bargaining unit member assigned duties by the Fire Chief as part of the Honor Guard Team shall be entitled to Honor Guard Incentive Pay of \$.60 per hour. The Fire Chief shall have the discretion to determine the number of Honor Guard members required. Retention of the Honor Guard designation and the associated incentive are at the discretion of the Fire Chief and are not subject to grievance. There shall be no requirement to continue the incentive when a bargaining unit member is no longer assigned as a Honor Guard member.

19A.5 Paramedic Assignment

A bargaining unit member who possesses and maintains a State of Florida Paramedic Certification shall be entitled to a Paramedic Incentive as follows:

FY 2024-2025	\$4.00 per hour
FY 2025-2026	\$4.50 per hour
FY 2026-2027	\$5.00 per hour.

The bargaining unit member must obtain and thereafter maintain approval by the Medical Director of his or her designation as a Paramedic to continue to qualify for the incentive. If a bargaining unit member is no longer designated as a Paramedic by the Medical Director, such member will no longer qualify for the Paramedic Incentive.

19A.6 **Incident Safety Officer**

A bargaining unit member who is certified as a Florida Incident Safety Officer shall be entitled to an incentive of \$.60 per hour.

19A.7 **Paid on Call**

A bargaining unit member who is assigned “on call” status by the Fire Chief or his designee, and has been placed on the Department’s schedule as such, shall be paid a fee of one dollar (\$1.00) per hour for each day the bargaining unit member is subject to calls for service.

19A.8 **Special Assignment**

A bargaining unit member promoted or assigned to a special assignment (Training/Logistics/Administration) that shifts from 24/7 to a forty (40) hour per week schedule on a fulltime basis shall receive a wage rate adjustment of eight percent (8%) above their base pay as recommended by the Fire Chief. The differential pay shall not be applicable to a bargaining unit member temporarily assigned to an alternative schedule including transitional, restricted, or limited duty positions. In the event a differential is approved, the differential applies only while in the full-time special assignment (Training/Logistics/Administration).

The calculation for converting to a Special Assignment, on a 40 hour per week schedule, is as follows:

Field hourly rate plus allowances times 2912 times 1.08, divided by 2080.

Article 20 – Holidays

20.1 Observed Holidays

For purposes of this Agreement, the term “Holiday” shall refer only to the date on which the holiday occurs for shift employees, and as designated by the Board of County Commissioners for 40 hour employees.

Each of the following twelve days is recognized as a holiday (referred to herein as a “Holiday”) under the terms of this Agreement to be observed on the date specified by the Board of County Commissioners:

New Year’s Day
Birthday of Martin Luther King, Jr.
President’s Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Veteran’s Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day

20.2 Accrual Rate

Each member of the bargaining unit regularly assigned to work a twenty-four hour shift shall earn leave (referred to herein as “Holiday Leave”) at the rate of twenty-four hours for each Holiday for which each of the accrual conditions set forth in Section 20.3 has been satisfied.

20.3 Accrual Conditions

In order for a member of the bargaining unit to earn Holiday Leave with respect to any Holiday, each of the following conditions must have been satisfied:

- (a) The member must have worked the member’s last scheduled working day immediately prior to the observed Holiday, or on such working day have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician’s certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.
- (b) If the member was scheduled to work on the date on which the Holiday was observed, then on said date the member must either have worked or have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician’s certificate if requested by the Fire Chief, or condolence leave, or have

been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.

- (c) The member must have worked the member's first scheduled working day immediately following the observed Holiday, or on such working day have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician's certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.

20.4 **Holiday Leave Compensation or Utilization**

For purposes of this Article, each Holiday shall commence at 0800 on the date the Holiday is observed, and continue for twenty-four uninterrupted hours.

- (a) As Holiday Leave is earned, each member of the bargaining unit may elect to be compensated for the same during any pay period of the member's choice occurring within the same fiscal year that the Holiday is observed by so indicating on the member's time sheet, or to accrue the same within such year. No member shall be compensated for any Holiday Leave which has not been accrued. All Holiday Leave compensation shall be paid out in increments of twenty-four hours.
- (b) A member's election either to be compensated for Holiday Leave earned with respect to a particular Holiday or to accrue such Holiday Leave shall be evidenced on the member's time sheet for the pay period in which said Holiday is observed; provided, should the member decline or otherwise fail to evidence the member's election as provided in subsection (a), then the member shall be deemed to have elected to accrue such Holiday Leave within such fiscal year as opposed to being compensated for such Holiday Leave.
- (c) Accrued Holiday Leave may be utilized by a member in the same manner and subject to the same conditions as is provided in Article 36 for annual leave; provided, in the event any accrued Holiday Leave is not utilized by a member prior to the September 30 of the Employer's fiscal year during which the same was earned, then the member shall receive compensation therefor in the member's pay for first full pay period immediately following said September 30, and such accrued but not utilized Holiday Leave shall not be carried forward into any succeeding fiscal year.
- (d) Holiday Leave compensation shall be based upon a member's non-overtime Hourly Rate of Regular Pay provided in Article 19 and in effect at the time payment is made.

20.5 **Shift Exchanging**

Shift exchanging is permitted on any Holiday in accordance with Article 22.

20.6 **Staff Personnel**

Any other provisions of this Agreement to the contrary notwithstanding, staff personnel assigned to a 40-hour work week shall not earn or accrue Holiday Leave under Section 20.2 or receive compensation under Section 20.4. Rather, such staff personnel shall receive time off and compensation for each Holiday. If such staff personnel are required to work on any designated holiday, they shall be given another day off in that same work week, or be paid for the holiday and for the hours worked on the holiday at their regular hourly rate. If staff personnel work on the holiday, only the hours worked will be counted toward the calculation of overtime for that work week, not the holiday hours.

20.7 **Annual Leave**

Subject to the limits provided in Article 34, a member of the bargaining unit who is scheduled to work on the date on which a Holiday is observed shall be permitted to use accrued annual leave thereon provided that said member has submitted to the Employer a written request therefor at least forty-five calendar days prior thereto; provided, if the Employer has been unable to fill the position on or before the thirtieth calendar day preceding the date on which the Holiday is observed without invoking mandatory overtime under Article 18, then the request for annual leave shall be denied. The time frame for requesting leave may be waived at the discretion of the Fire Chief.

Article 21 – Workers Compensation

21.1 Injury-in-the-Line-of-Duty Pay

Any bargaining unit member who sustains a temporary disability as a result of accidental injury or acquired illness or exposure in the course and scope of employment with the Employer shall, at the member's option, be entitled to receive "injury-in-the-line-of-duty" pay at the member's applicable Hourly Rate of Regular Pay (reduced by the amount of worker's compensation benefits received by the member by reason of such temporary disability for wages lost during the same period) when absent from duty because of such temporary disability. The member's applicable Hourly Rate of Regular Pay shall be calculated in accordance with Section 21.6. Injury-in-the-line-of-duty pay shall be subject to the following limitations and conditions:

- (a) Duration: The period during which injury-in-the-line-of-duty pay shall accrue shall not exceed ten working days per fiscal year for any such injury; provided, the Employer may, in its sole discretion and with a concurring medical opinion (which discretion shall not be subject to contest or arbitration), continue paying the "injury-in-the-line-of-duty" pay for additional incremental periods of up to ten working days.
- (b) Claims: The temporarily disabled bargaining unit member must file a claim for worker's compensation lost wages benefits in the manner prescribed in Chapter 440, Florida Statutes. The Fire Chief and the Risk Manager may approve such claim for "injury-in-the-line-of-duty" pay when satisfied that the claim correctly states the facts and that such claim is entitled to payment.

21.2 Misconduct

Injury-in-the-line-of-duty pay shall not be paid for any temporary disability incurred as a result of a bargaining unit member's misconduct. Member misconduct includes any of the following:

- (a) Failure to be drug and alcohol free in accordance with provisions of Article 14 of this Agreement (Drug and Alcohol Abuse Policy), and, if the Employer is not self-insured for workers compensation coverage, in accordance with Section 440.102, Florida Statutes, and any rules promulgated thereunder, to the extent that said statute or rules may be applicable.
- (b) Failure to utilize a member's personal protective equipment that has been provided to the member by the Employer for utilization as a condition of employment, or that has been supplied by the member and approved by the Employer for utilization as a condition of employment.
- (c) Failure of the member to follow or observe any applicable Standard Operating Procedure, safety rules, regulations, and safe work practices that have been brought to the knowledge of the member through training by the Employer.

- (d) The Employer shall not discharge, threaten to discharge, intimidate, or coerce any member by reason of such member's valid claim for compensation or attempt to claim compensation under the Worker's Compensation Law.

21.3 **Periodic Examination**

- (a) Any bargaining unit member injured in-the-line-of-duty shall be examined not less than every ten (10) working days by a physician selected by the Employer.
- (b) The physician shall determine whether the member is able to return to work.
- (c) An injured member shall have the right to prompt and proper medical care.
- (d) Should the member fail to keep a scheduled appointment with the physician or otherwise comply with this medical examination schedule, the Employer will have the right to immediately terminate injury-in-the-line-of-duty pay. If the member needs to re-schedule an appointment, the member shall contact the Fire Chief or the Fire Chief's designee for approval. This will be limited to one time and if approved the Fire Chief will notify the claims manager.

21.4 **Ineligibility**

When a bargaining unit member becomes ineligible to receive injury-in-the-line-of-duty pay, his or her right to compensation shall be governed by the provisions of the Worker's Compensation Laws of the State of Florida, if any.

21.5 **Litigation**

If a bargaining unit member brings litigation or administrative action under the Worker's Compensation Law or any other causes of action while receiving injury-in-the-line-of-duty pay under this Article, the Employer shall have the right to immediately terminate injury-in-the-line-of-duty pay.

21.6 **Temporary Reassignment**

- (a) When a bargaining unit member sustains a temporary disability as a result of accidental injury or acquired illness or exposure in the course and scope of employment with the Employer, he or she shall, for purposes of this Article, be automatically placed on a five day, forty hour workweek, commencing at 8:00 a.m. on the day following the date that the temporary disability was sustained or diagnosed.
- (b) When released by the physician for light duty, the member shall remain on a five day, forty hour workweek and may be temporarily reassigned to such other duties as the Employer may have available, commensurate with medical and mental fitness, until the physician releases the member to return to his or her regular, fulltime duties.

- (c) With the exception of staff personnel identified under Section 18.9, the Hourly Rate of Regular Pay for any bargaining unit member placed on a five day, forty hour workweek under this Article shall be calculated according to the formula set forth in Section 19.5 of Article 19.
- (d) With regard to the Return to Work and Light Duty Assignments policy approved by the Employer's Board of County Commissioners as of June 10, 2008, the Employer agrees to permit members meeting maximum medical improvement (MMI) an opportunity to apply for open positions within the county, at the advertised pay rate, provided they meet minimum qualifications and abilities, prior to being released or terminated.

21.7 **Forms**

Notice of Injury forms (DWC-1) and Occupational Exposure forms shall be available at each working location.

Article 22 – Shift Exchanging

22.1 **General**

A bargaining unit member covered by this Agreement assigned to a Station may substitute for another member in the same or another Station provided that the substitution is approved in accordance with current Department policy.

- (a) Under no circumstances shall monetary remuneration be tendered from one bargaining unit member to another in exchange for time worked above.
- (b) This article shall not be construed as providing an increase or decrease in compensation for any position worked above.

Article 23 – Evaluations

23.1 The Employer and the Union agree to the need for employee evaluations. Evaluation of bargaining unit members will occur in accordance with Division policy in effect on October 1, 2021, or as amended from time to time.

Article 24 – Educational and Training Incentive

24.1 Purpose

The purpose of this Article is to improve the level of service provided the public, by encouraging each bargaining unit member to obtain additional education and training that will improve the efficiency, performance and effectiveness in his or her present position, and prepare him or her for enhanced responsibilities.

24.2 Prior Approval Required

All educational and training programs, such as courses, workshops, seminars, symposiums, conferences, training and recertifications, must be approved by the Fire Chief prior to enrollment in order to be eligible for reimbursement. The Fire Chief's determination will be based on whether the requested educational or training program is applicable and beneficial to Clay County. The Fire Chief will provide notification within ten business days following the bargaining unit member's request as to whether approval is granted.

24.3 Eligibility

All bargaining unit members shall be eligible for educational and training reimbursement in accordance with Section 24.4.

24.4 Expense Reimbursement

Applications for reimbursement must be approved by the Fire Chief and must include written proof that the bargaining unit member incurred the fees and/or costs and satisfactorily completed the approved program.

For educational programs, the Employer shall reimburse educational expenses for satisfactory completion of formal academic course-work at an Employer-approved educational institution, leading to an associate or bachelor degree in the following skill areas: Public Safety Telecommunications, Paramedic, Firefighting, EMS, or other closely related educational programs and of approved non-degree courses, such expenses may include the cost of tuition, any fees charged and specifically associated with any approved course, textbooks, labs, and online courses, with a maximum reimbursement of \$2,500 per bargaining unit member per fiscal year, subject to the availability of funds budgeted therefor with no obligation on the part of the Employer to budget or maintain any level of funds available therefor. Satisfactory completion includes the letter grades A, B, or C, "Pass", "Complete", and "Satisfactory". There shall be no payment in advance of course completion. The member may be responsible for travel.

For paramedic and/or emergency medical technical certification, the Employer shall reimburse the cost of tuition, any fees charged and specifically associated with the certification, and textbooks, with a maximum reimbursement of \$2,500 per bargaining unit member per fiscal year, subject to the availability of funds budgeted therefor with no obligation on the part of the Employer to budget or maintain any level of funds available

therefor. There shall be no payment in advance of course completion. The member shall be responsible for travel.

For paramedic and/or emergency medical technical re-certification, the Employer shall provide the required training to bargaining unit members to maintain the required ACLS, BLS and CEU's for Paramedic and EMT re-certification and shall reimburse or provide 100% of the cost for renewal of such re-certification.

If a bargaining unit member has been directed by the Fire Chief to attend any educational or training program, all expenses associated therewith including tuition, registration fees, textbooks, and lab fees shall be paid for by the Employer, and such expenses shall not be limited to the \$2,500 caps provided above. The employer shall be responsible for travel.

If a bargaining unit member wishes to attend an educational or training program, upon approval by the Fire Chief, expenses associated therewith including tuition, registration fees, textbooks, and lab fees may be paid for by the Employer, and such expenses may not be limited to the \$2,500 caps provided above. The member may be responsible for travel.

24.5 **Repayment upon Termination and Other Circumstances**

A bargaining unit member who has received educational or training program expense reimbursement under this Article shall repay the County the total amount thereof if the member voluntarily or involuntarily terminates employment with the County, excluding retirement under the FRS pension plan, within two years of receiving reimbursement, unless the bargaining unit member was directed by the Fire Chief to attend such educational or training program. At the Employer's option such amount may be deducted from any compensation payable by the Employer to the member to the extent permitted by law.

In the event the Employer has either directed a bargaining unit member to attend an educational or training program and has paid the cost thereof, or has approved a member's request to attend an educational or training program at the Employer's expense and has paid the cost thereof, and the member either drops out of the program or fails to receive satisfactory completion as provided in Section 24.4, then the member must promptly reimburse the Employer for all costs incurred by the Employer for the program; provided, the member's reimbursement obligation shall not apply to the member's first attempt at paramedic training should the member fail to receive a grade as provided in Section 24.4 therefor, so long as the member has completed the training. Should the member fail to reimburse the Employer within thirty days following demand therefor, the Employer may deduct the cost from any compensation payable by the Employer to the member.

24.6 **Time-worked Rules**

No voluntarily pursued degree course-work taken by a bargaining unit member shall be considered as "time-worked"; provided, if instruction for a course is provided at a member's work station, the member may attend classes therefor while on-duty so long as the member performs his or her normal work-related duties, both emergency and non-emergency, and such class time shall be considered "time-worked"; provided further, the Employer shall have no responsibility to assist the member in making up any class time

missed by the member for any reason, including but not limited to performance of normal work-related duties. The County will endeavor to approve shift exchanges as provided for in Article 22 when proposed to accommodate a member's schedule for approved coursework. If the member has been directed by the Fire Chief to attend any educational or training program time spent taking such mandated courses shall be included as "time-worked."

Article 25 - Prevailing Rights

25.1 Insurance Coverage

Health and life insurance shall be provided or made available, as the case may be, to the members of the bargaining unit by the Employer as follows:

- (a) The Employer may elect to be self-insured with respect to health insurance for its employees, including the members of the bargaining unit.
- (b) Notwithstanding subsection (d) hereof, life insurance, at the Employer's expense, shall provide a death benefit of not less than \$20,000.00, insuring the life of each member of the bargaining unit.
- (c) The insurance benefits and opportunities provided to members of the bargaining unit shall not be less than those benefits and opportunities provided to other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party, and the monetary contributions of bargaining unit members shall not be more than those required of other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.
- (d) Except as provided in subsections (b) and (e) hereof, the Employer reserves the right to add to, subtract from, modify, continue or discontinue any rights, privileges, benefits, opportunities, or coverages presently or hereafter available to members of the bargaining unit with respect to health and life insurance, at its sole discretion without being required to bargain over the same; provided that the same is simultaneously made to apply to all other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.
- (e) The Employer will continue to provide covered employees with insurance plans providing benefits comparable to those currently in effect as the effective date of this collective bargaining agreement. A member of the bargaining unit shall not be required to pay more per month towards the cost of single, spouse or family coverage than is required of other BCC employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.
- (f) Any other provisions of this Agreement to the contrary notwithstanding, in addition to its reopener rights under Section 35.2, the Employer shall have the right at any time to reopen this Section 25.1 for further negotiations by demanding immediate bargaining with regard to the same, and the Union must promptly comply. Such bargaining shall be subject fully to the provisions and processes of Part II of Chapter 447, Florida Statutes.

- (g) The County agrees to provide IAFF Local 3362 with one representative slot (one individual on behalf of both the Rank and File and Battalion Chief units) on the County's Benefits Committee.

25.2 **Off-Duty Hours**

- (a) Except as provided hereinafter, the off-duty hours of each member of the bargaining unit shall be such member's own time to govern as he or she desires, so far as it does not discredit the Employer or interfere with such member's regular duty schedule.
- (b) It is understood that members of the bargaining unit may be called back to duty in the event of a major fire, disaster, or mandatory overtime and if so called shall immediately respond as directed, regardless of whether the member is on the job or scheduled to work at other employment. To ensure availability and loyalty to the Employer in the event of recall, the members of the bargaining unit working outside employment agree to furnish the name, address, and telephone number of such employment to the Employer.
- (c) Members of the bargaining unit shall be permitted to work for another governmental employer as a Firefighter, EMT, or Paramedic; provided, this employment shall be limited to working strictly on a part-time basis. This subsection shall not apply to any member of the bargaining unit working for any United States (Navy, Army, Air Force, Marine Corps, Coast Guard) Reserve Unit or Florida National Guard unit at any time.
- (d) Subject to the provisions of subsection (e) hereof, up to fifteen percent of the bargaining unit members shall be permitted to continue their current employment for a private ambulance service. As such part-time employment is terminated via attrition the prohibition will be reduced to ten percent. No member shall be required to terminate such employment in the event of a reduction in the number of bargaining unit members.
- (e) Either party, at any time, may apply to the Florida Ethics Commission for determination regarding whether employment with a private ambulance service in general or in a particular case constitutes a conflict of interest, and the other party shall fully cooperate therewith. In the event such determination is made, employment with any private ambulance service shall be terminated immediately to the extent said determination shall apply.

25.3 **Anti-Nepotism**

The Employer shall not implement an anti-nepotism policy applicable to the members of the bargaining unit stricter than that provided in Section 112.3135, Florida Statutes.

25.4 **Political Activities**

- (a) The Employer believes it to be in the public interest and of governmental benefit to remove career employees from the area of partisan political activity. Florida law

imposes certain restrictions on the political activities of state, county, and municipal officers and employees. All Division employees are permitted to hold membership in and support a political party, or maintain neutrality. During off-duty hours, members of the bargaining unit may undertake active political roles, attend meetings, support candidates, and work in campaigns. Members of the bargaining unit shall be allowed to engage in the full range of political activities guaranteed to all citizens while off-duty and not in the uniform of the Division. Members shall not demonstrate or conduct political activities at any Division workstation. In no event shall members of the bargaining unit utilize materials or property owned or leased by the Employer for the production of political materials.

- (b) During a primary, general, or special election, a member of the bargaining unit who is a registered voter and whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where polls are open two hours before or two hours after the member's work period, such shall be considered sufficient time for voting.
- (c) Notwithstanding subsection (a) hereof, all members of the bargaining unit shall comply with the requirements of Section 1.02 of the Clay County Personnel Policies Manual.

Article 26 – Promotions

26.1 Ranks

- (a) The Employer shall establish the following field ranks within the Division:
 - (1) Firefighter
 - (2) Engineer
 - (3) Lieutenant
 - (4) Captain

- (b) The Employer, through its Board of County Commissioners, shall author appropriate job descriptions for each rank, commensurate with the present duties. These ranks shall constitute the chain of command within the Division, with Captains reporting directly to Battalion Chiefs; provided, the Fire Chief, or authorized career designee, shall have and retain the authority to give specific direction to or otherwise command each member of the bargaining unit without regard to rank or assignment. Should the Employer, in exercising its management right, desire to change a job description in a way that materially impacts wages, hours, and/or terms or conditions of employment, then the Union will be notified and, upon timely request by the Union, the impact of the change(s) shall be bargained prior to implementation.

- (c) Except as provided in Section 26.10, each employee hired for field operations shall be designated “Firefighter.”

26.2 Engineer

Except as provided in Section 26.10, a vacancy for the rank of Engineer that the Employer elects to fill shall be filled by competitive examination. Candidates must meet the current job description established by the Board of County Commissioners in order to test for and promote to the rank of Engineer in field operations. Testing procedures are as follows:

- (a) Firefighter/EMTs and Firefighter/Paramedics eligible for promotion shall take the same exam practical scenario which shall include, but not be limited to, the following topics:
 - (1) NFPA 1001 (written and practical demonstration)
 - (2) Major roads and water supplies (general)
 - (3) Division Apparatus and equipment
 - (4) Emergency vehicle operations
 - (5) CCFR publications and specified material

- (b) The written and practical exam shall be averaged together first and then the points added to that average score to achieve a final score for each candidate.

- (c) The Employer shall provide a written examination for the rank being tested. One member of the Union, selected by the President and one person selected by the Fire Chief who shall not be a member of the bargaining unit shall be present during the written examination. No pictures shall be used to compare candidates' scores or taken into the written examination.

26.3 **Lieutenant**

Except as provided in Section 26.10, a vacancy for the rank of Lieutenant that the Employer elects to fill shall be filled by competitive examination. Candidates must meet the current job description established by the Board of County Commissioners in order to test for and promote to the rank of Lieutenant. Testing procedures are as follows:

- (a) Engineers eligible for promotion shall take the same exam, which may include, but is not limited to, the following topics:
 - (1) emergency scene tactics
 - (2) incident command system
 - (3) leadership/management skills
 - (4) organization/chain of command
 - (5) all SOP/rules and regulations
- (b) The Fire Chief or his or her designee shall determine the appropriate references for the topics set forth in subsection (a), and shall provide the same to an Engineer eligible for promotion upon request together with copies of all documents generated by the Division identified in such references.
- (c) The Department shall provide a written examination of the rank being tested. One member of the Union selected by the President, and one person selected by the Fire Chief, who shall not be a member of the bargaining unit shall be present during the written examination. No pictures shall be used to compare scores or taken into the written examination.

26.4 **Captain**

Except as provided in Section 26.10, a vacancy for the rank of Captain that the Employer elects to fill shall be filled by a promotional process determined by the Fire Chief or his or her designee; however, any changes to the current process shall only occur after meeting, discussing, and agreeing with the Union President. Results of the promotional process shall remain valid for two (2) years. Candidates must meet the current job description established by the Board of County Commissioners in order to promote to the rank of Captain.

26.5 **Eligibility for Battalion Chief**

The requirements in order to promote to the rank of Battalion Chief are as provided in the current job description established by the Board of County Commissioners for the rank of Battalion Chief.

26.6 Promotional Exam Rules

The following rules are applicable to each promotional exam for Engineer or Lieutenant:

- (a) Field operations and/or field assigned shall mean that the incumbent is currently and routinely assigned to a field operations resource and is assigned to a 56 hour work week and one of the work shifts (A, B, or C).
- (b) The Fire Chief shall determine education eligibility qualifications for the positions.
- (c) Promotional lists shall be valid for two years.
- (d) In the event two candidates receive the same qualifying score, the more senior candidate shall be placed higher on the list; if tied in seniority, the candidate with the highest written test score (minus points) shall be placed higher on the list.
- (e) In order to be included, certificates/degrees must have been awarded and submitted prior to the close of applications as delineated by department memorandum. It is the sole responsibility of the candidate to provide copies of any certificates/degrees and must be presented by the candidate.
- (f) Engineers and company officers shall maintain the required state certifications they were promoted with (Firefighter, Fire Officer One, Paramedic, etc.) along with the associated requirements for those certifications (such as ACLS for Paramedic).
- (g) A score of at least 70% must be achieved on both the written and practical exams, as applicable, in order to be placed upon the promotional list.
- (h) The candidate at the top of the list may elect to pass on an offer of promotion one time only, and must accept the second offer or be moved to the bottom of the list.
- (i) The following points shall be added to the average score of the written and practical exams for an Engineer and to the written exam score for a Lieutenant, provided that the minimum score established under subsection (g) has been achieved:
 - (1) One twelfth or 0.0833 Point for each month of employment with Clay County Fire/Rescue as a Firefighter, EMT, Communications Specialist, or Paramedic over the required tenure. Tenure points are rounded up after starting the first day of the month. Total tenure points under this paragraph combined with tenure points under paragraph (2) shall cap at ten.
 - (2) One twenty-fourth or 0.0417 Point for each month of employment with a career fire service other than Clay County Fire/Rescue as a Firefighter, EMT, or Paramedic over the required tenure. Tenure points are rounded up after starting the first day of the month. Total tenure points under this paragraph combined with tenure points under paragraph (1) shall cap at ten.

- (3) Points shall be awarded for each of the following state certifications:
 - A. Instructor I 0.25 points
 - B. Instructor II 0.50 points
 - C. Instructor III 1.00 point
 - D. Fire Inspector 1.00 point
 - E. Pump Operator 0.25 points

- (4) For Engineer candidates only, three points shall be awarded for state Paramedic certification, plus one additional point for Division approved status.

- (5) Three points for an Associate's Degree (Fire/EMS); three additional points for a Bachelors Degree (Fire, Allied Health, EMS, Public/Business Administration).

- (6) Education/certification points under paragraphs (3), (4) and (5) will cap at ten.

- (7) All previous active duty military personnel shall receive one quarter point per year of active duty service added to the written score of the exam. The bargaining unit member must have an Honorable Discharge and such points shall be used once. The maximum points allowed shall be five unless otherwise provided by law. Military points may be applied for each promotion or as otherwise provided by law.

- (j) The Employer shall furnish a copy of this article to the entity providing the written and practical exams. The entity providing the written and practical examination shall give the examination in accordance with this article. If the entity providing the written examination fails in a material way to follow this article, the written examination will be overturned and the exam re-taken by all bargaining unit members who took the examination.

- (k) The entity providing the promotional exam shall not give any copies of the exam to any employee of the County, the Department or the Union for review before the examination process. The entity providing the promotional examination shall provide the Fire Chief and Union President an affidavit certifying the information given on the promotional examination is the correct information given to them for the examination.

- (l) Scoring procedure
 - (1) Should a vacancy occur in a rank that the Employer elects to fill, the Employer shall establish a list of eligible candidates for such rank. The candidates shall be listed in order of highest qualifying score.

- (2) In the event two candidates receive the same qualifying score, the more senior candidate shall be placed higher on the list; if tied in seniority, the candidate with the highest written test score (minus points) shall be placed higher on the list.
 - (3) The Fire Chief shall post notification of a forthcoming promotional exam at least sixty days in advance of the exam date.
 - (4) Prior to posting any test or exam scores from the promotional examination, all bargaining unit members shall have the opportunity to review their scores and challenge any part of the examination. Any challenges to the examination shall follow the procedures outlined in Article 10 of this Agreement. When bargaining unit members review their scores from the promotional examination, the testing entity and the Union President shall be present. After the review, the testing entity shall take custody of all examinations. No copies of any exam shall be made available.
 - (5) Any member of the bargaining unit who takes a promotional examination while still a member of the bargaining unit shall follow the testing procedures outlined in this article.
- (m) A bargaining unit member receiving discipline over that of a written reprimand shall not be entitled to a promotional opportunity as outlined in Section 26.5 until the member is free of discipline for a period of six months. The six months begins upon a confirmation of discipline letter from the County Manager or authorized designee.
 - (n) The entity or entities providing the examination services shall be selected promptly by the Union President from a list submitted by the Fire Chief. The Union President shall have time to obtain information on each testing company, which list shall contain no fewer than three candidates. Unless the Fire Chief and the Union President otherwise agree, or unless the entity selected shall fail to perform the services in a timely and competent manner, any selection made by the Union President shall remain in effect for a minimum of twelve consecutive months. Any time thereafter the Fire Chief may submit a new list from which the Union President must promptly make a new selection.

26.7 **Vacancies in Ranking Positions**

When a vacancy occurs in any rank that the Employer elects to fill, and a promotional list for that rank has not yet been established, or has been expended, the Fire Chief may appoint a bargaining unit member to the open position on a temporary basis, not to exceed one hundred and eighty days, or until the exam process is completed, whichever occurs first. After one hundred and eighty days, a permanent replacement shall be appointed in accordance with this article. When a vacancy occurs that the Employer elects to fill, a temporary replacement shall be named from an existing list of eligible candidates within fifteen calendar days.

26.8 **Appointments to Open Positions**

Except as provided in Section 26.10, all appointments shall occur from a certified promotional list. Each individual promotion shall be made only from the highest scoring three candidates currently on the list. When making a promotion from that group, the Fire Chief shall select the most qualified candidate therein. The provisions of this section shall be referred to as the Rule of Three.

- (a) Under the Rule of Three, if a candidate is passed over in favor of a candidate with a lower score, the passed over candidate shall be provided, in writing, a just cause explanation as to why he or she was passed over.
- (b) If only two names remain on the promotional list, both names shall be considered for appointment. If however only one name remains on the promotional list a new examination may be called for. In the event that a new examination is conducted and a new promotional list established, the remaining candidate on the previous promotional list will remain eligible for promotion to said position through the expiration of that previous list.

26.9 **Voluntary Demotion**

Should a bargaining unit member request a voluntary demotion from a position either in or out of the bargaining unit, the member may voluntarily demote, with the approval of the Fire Chief, to the position previously held and in good standing within the bargaining unit at a pay rate equal to the member's current step level and with years of service without the benefit of promotional probation. Such voluntary demotion shall not cause an adverse affect to bargaining unit members such as the demotion of another to accommodate the request.

26.10 **Special Procedures When Qualified Personnel Are Not Available**

- (a) Applicability. This section applies when a vacancy exists in any rank which the Employer elects to fill, and no existing personnel are otherwise qualified to promote into the vacancy. This section may be triggered if (1) not enough existing personnel meet the time in division requirements set forth in the applicable job description; or (2) not enough existing personnel pass the promotional examination.
- (b) Promotions of Existing Personnel and Waiver of Time in Division Requirements. If the conditions in subsection (a) apply, then a bargaining unit member who satisfies all requirements for the vacancy other than time in division as set forth in the applicable job description and whose then-current rank is immediately below that of the vacancy is nevertheless eligible for promotion into the vacancy.
- (c) Promotions of Existing Personnel Without Regard to Existing Rank. If the conditions in subsection (a) apply, and if no qualified personnel are eligible for promotion into the vacancy under subsection (b), then a bargaining unit member who satisfies all requirements for the vacancy other than time in division as set

forth in the applicable job description is nevertheless eligible for promotion into the vacancy regardless of the member's then-current rank.

- (d) External Candidates. If the conditions in subsection (a) apply, and if no qualified personnel are eligible for promotion into the vacancy under subsections (b) and (c), the Employer may elect to fill a vacancy with an external candidate who is not a current bargaining unit member, provided that the candidate meets the applicable job description requirements other than time in division and has obtained a score of at least 70% on the applicable promotional examination covering the same subjects on which bargaining unit members are tested at the time the examination is administered.
- (e) Promotional Examination Results Valid for Two Years. The results of an examination taken by a candidate for promotion under this section, whether internal or external, are valid for a period of two years from the date of the examination, regardless of whether the examination is taken for promotion under subsection (b), (c) or (d). During such two year period, the results of such examination must be used for any other promotion that the candidate seeks.

For example, if a bargaining unit member takes an examination for promotion under this section to a particular rank, and if the member subsequently meets the time in division requirements for the rank so that that this section no longer applies to the member, the examination results will nevertheless be used for any other promotion sought by the member during the two year period for which such results are valid.

- (f) Limitations. In no event will a candidate who meets the time in division, job description and promotional examination requirements for promotion to a particular rank be passed over in favor of a candidate who is only eligible for promotion to the rank by the application of subsection (b), (c) or (d). In no event will a candidate eligible for promotion to a particular rank by the application of subsection (b) be passed over in favor of a candidate who is only eligible for promotion to the rank by the application of subsection (c) or (d). In no event will a candidate eligible for promotion to a particular rank by the application of subsection (c) be passed over in favor of a candidate who is only eligible for promotion to the rank by the application of subsection (d).

26.11 **Battalion Chief Reversion or Demotion**

- (a) For purposes of this section, the term "BCCBA" means the then-current collective bargaining agreement between the Employer and the Union governing Division personnel holding the rank of Battalion Chief.
- (b) Consistent with Section 14.2(a) of the BCCBA, a bargaining unit member promoted to the rank of Battalion Chief will continue to revert to the member's previous rank under this Agreement if the probationary period under the BCCBA has not been successfully completed.

- (c) Consistent with Section 14.2(b) of the BCCBA, a bargaining unit member promoted to the rank of Battalion Chief who requests a voluntary demotion that is approved by the Fire Chief will continue to voluntarily demote to the rank from which the member was promoted.
- (d) Subject to applicable provisions of the BCCBA, should a Battalion Chief be demoted involuntarily, such demotion may be to any rank within the bargaining unit without regard to the promotion provisions of this Agreement.
- (e) No bargaining unit member shall be demoted as a result of the reversion or the voluntary or involuntary demotion of a Battalion Chief to a rank governed under this Agreement.

Article 27 – Reserved

Article 28 – Stress Management

28.1 Employee Assistance Program

The Employer agrees to provide and maintain an Employee Assistance Program (EAP). Counseling shall be available to employees and their immediate family. Initial evaluation and short-term counseling (4 to 6 visits) shall be provided at no cost to the employee or family member. If the nature of the problem requires further treatment, the employee will be referred to resources that are either free, covered by insurance, or based on the employee's ability to pay. The contents of any counseling sessions shall be strictly confidential.

28.2 Temporary Swap

Employees may be allowed, upon request, a temporary mutual swap with another employee of equal rank, for the purpose of stress relief, upon approval of the Battalion Chief.

28.3 Critical Incident Stress Debriefing

The Employer shall maintain access to a regional CISD (critical incident stress debriefing) team, and activate the team if requested by an employee, Company Officer, or Battalion Chief. The Battalion Chief may require CISD if he or she believes such a program may be beneficial.

28.4 Training Schedule Limitations

There shall be no training scheduled past 2400 hours on weekdays unless the training involves regional, state or federally mandated participation such as that associated with the local LEPC, Homeland Security, etc. No training shall be scheduled on Sundays or holidays. Company Officers assigned to their apparatus shall have the discretion to waive these limitations as needed to train as they see fit.

Article 29 – Layoff, Recall, and Vacancies

29.1 **Layoffs**

In the event a layoff is implemented, the bargaining unit member with the least seniority shall be laid off first. The member laid off last shall be recalled first.

29.2 **Effect on Seniority**

A bargaining unit member on lay-off status shall not continue to accrue seniority, but shall retain accrued seniority for two years or until recall, whichever comes first. If recalled, the member shall resume duties in the position previously held, at the previous level of pay, plus any cost of living increases.

29.3 **Layoff Notification**

The Employer shall notify the Union President of an impending lay-off prior to the actual reduction in force.

29.4 **First Consideration**

Bargaining unit members qualified from within the Division shall be considered first by the Employer when filling vacancies or new positions, provided time in service and certification requirements are met.

29.5 **Job Posting**

- (a) The Employer shall post notices of job vacancies of County positions at each working location.
- (b) On each occasion that the Employer advertises for Division positions, notice shall be posted in each working location five working days prior to the general announcement.

Article 30 – Staffing and Responses

30.1 Fire Chief's Determination

All decisions regarding staffing and staffing levels within the Department, the assignment and deployment of personnel, and the responses of such personnel with respect to all activities of the Department lie exclusively within the Employer's management rights reserved in Article 7A. Such decisions will be made in the sole judgment of the Fire Chief, consistent with the Fire Chief's assessment of the operational needs of the organization and the minimum requirements of applicable law, and are subject to change without prior notice.

30.2 Minimum Staffing Levels

- (a)** The Employer agrees to a minimum staffing level of fifty-eight bargaining unit members assigned to field positions per shift.

- (b)** Should the Fire Chief choose to eliminate, whether temporarily or permanently, any one or more of its currently staffed and operating apparatus, the minimum staffing level will be reduced by the number of bargaining unit members assigned to the apparatus(es) taken out of service.

Article 31 – Physical Fitness

31.1 General Provisions

The bargaining unit recognizes the importance of a physical fitness/wellness program, and shall allow the Employer to determine if and when such a program is established within the Division. In the event such a program is initiated, the following requirements shall be met:

- (a) No employee shall be disciplined for failing to comply with any requirements, as long as the employee is actively participating. Such participation shall be based upon the employee's current fitness and general health. It is recommended that any program initiated in the future be custom tailored for each employee, based on that employee's general health, fitness, and goal.
- (b) Any such program instituted shall apply equally to all employees of the bargaining unit.
- (c) Each employee shall receive a medical examination provided by the Employer, prior to the implementation of a physical fitness program. The medical doctor shall not be the medical director.
- (d) Standards shall be established by a committee which shall consist of the Fire Training Officer, two members appointed by the Union President, and two members appointed by the Fire Chief. The committee shall develop a recommendation for a physical fitness program in writing for the Fire Chief's consideration.
- (e) The chairman of the committee will be selected by majority vote of the members thereof.
- (f) Members of the bargaining unit serving on the committee shall be compensated at their appropriate rates of pay for all time spent in actual committee meetings, as well as any time spent carrying out other business of the committee for which the prior approval of the Fire Chief has been obtained; provided, committee meetings for which compensation is paid under this paragraph shall not be convened more frequently than one time per month without the Fire Chief's prior approval.

31.2 Injuries

Injuries suffered as a result of physical fitness, as part of a division sponsored program, shall be considered a line of duty injury and covered under the provisions of Article 21.

31.3 Diet and Nutrition

Any program established under Section 31.1 shall include professional training on proper diet and nutrition.

Article 32 – Uniforms

32.1 General Provisions

Except as provided in Section 32.7 and the approved uniform variants, as detailed in the Departmental Uniform Policy, and available to be worn by bargaining unit members at their cost, all uniforms, protective clothing, and protective devices required of members in the performance of their duties, shall be furnished without cost to them by the Employer.

32.2 Uniform Issuance

The Employer shall furnish the following uniform items to each bargaining unit member prior to permanent field assignment , at no cost to the member:

- 4 - uniform pants
- 4 – Class C shirts
- 4- Class D shirts
- 1 – winter jacket
- 1 - black leather uniform belt
- 1- Class A shirt
- 1- pair Class A pants
- 1 rain jacket

In consideration of the foregoing, bargaining unit members agree to wear or use said uniforms only for official Division business, and to maintain, clean, and repair the same to the extent possible on a regular basis.

A Class A uniform will be issued to an employee after two (2) years of continuous service with Clay County Fire Rescue.

New hires will be provided recruit wear prior to any rigorous and/or outside activity.

32.3 Clothing, Equipment and Maintenance Allowance

Each bargaining unit member may be reimbursed for up to \$350.00 per fiscal year for approved uniform footwear. Prior to any purchase, each bargaining unit member shall be responsible for obtaining reimbursement approval from the Fire Chief or his or her designee for the footwear. After any purchase, it is the responsibility of the bargaining unit member to provide proper documentation for reimbursement. With respect to maintenance, each bargaining unit member shall follow the Employer's approved process. Neither the allowance nor reimbursement shall be reflected as an adjustment to the member's Current Hourly Rate of Regular Pay under Article 19. From this allowance, each bargaining unit member governed under this Agreement shall obtain approved shoes or boots. All reimbursement requests shall be submitted for approval by August 15th with final invoices submitted by September 1st.

32.4 **Reissue**

Uniform items no longer usable shall be returned to Logistics for immediate replacement. An article of uniform clothing shall be deemed not usable if it is torn, faded, does not fit properly, stained, or potentially infected. All infected clothing shall be placed in a red or yellow bag appropriately marked and sent to Logistics for replacement or cleaning. Replacement shall be on an item by item basis.

32.5 **Dress Standards**

Approved Departmental Dress Standards shall be set forth in the Uniform Policy established by the Fire Chief. The Uniform Policy shall be subject to revision from time to time, as determined by the Fire Chief, and may be deviated from only as directed by the Fire Chief or designee.

32.6 **New Articles**

New articles of uniform clothing shall be provided prior to a mandate that they be worn.

32.7 **Return of Uniforms Upon Separation**

Upon separation from employment with the Department, whether voluntary or otherwise, each bargaining unit member will return all Department-issued uniform items received by the member during the member's employment with the Department. Such items shall be returned to Logistics within five (5) calendar days from the member's last date of employment with the Department.

Article 33 – Vehicle Accidents

33.1 Employer's Policy

When not in contradiction with the express provisions of this Agreement, the Clay County Lexipol policy #326 in use at ratification of this Agreement shall prevail.

Article 34 – Leave

34.1 Annual Leave

(a) Bargaining unit members assigned to 24-hour shift positions shall accrue annual leave at the following annual rates, prorated per pay period, based upon years of employment with the Employer:

0 through 5 years (up to 60 months)	135 hours
6 through 9 years (61 through 108 months)	168 hours
10 through 14 years (109 through 168 months)	202 hours
15 years and over (169 months plus)	235 hours

(b) In accordance with the accrual rate schedule outlined in subsection (a), each time a bargaining unit member assigned to a 24-hour shift position has reached the anniversary date of the member's sixth, tenth, and fifteenth year of employment with the Employer, an additional twelve hours shall be immediately credited to the annual leave balance of the member, and the accrual rate shall change accordingly.

(c) Bargaining unit members not assigned to 24-hour shift positions shall accrue annual leave at the following rates, prorated per pay period, based upon years of employment with the Employer:

0 through 5 years (up to 60 months)	96 hours
6 through 9 years (61 through 108 months)	120 hours
10 through 14 years (109 through 168 months)	144 hours
15 years and over (169 months plus)	168 hours

(d) In accordance with the accrual rate schedule outlined in subsection (c), each time a bargaining unit member not assigned to a 24-hour shift position has reached the anniversary date of the member's sixth, tenth, and fifteenth year of employment with the Employer, an additional eight hours shall be immediately credited to the annual leave balance of the member, and the accrual rate shall change accordingly.

(e) The maximum annual leave hours each bargaining unit member may have to his or her credit on the last full pay period in December of each year shall be

0 through 10 years of employment	240 hours
11 through 15 years of employment	320 hours
16 through 20 years of employment	360 hours
20 years and over.....	400 hours

(f) Annual leave shall be scheduled in accordance with Department policy. Up to ten percent (10%) of the bargaining unit members of the normal daily shift assignment shall be released for annual leave, not to include those members on

military leave with pay and administrative leave with pay. Additionally, greater than ten percent (10%) of the members may be released for annual leave at the discretion of the Fire Chief or designee, and the Fire Chief's decision in this regard is not subject to grievance or arbitration under this Agreement.

34.2 **Sick Leave**

(a) Bargaining unit members assigned to 24-hour shift positions shall accrue sick leave at the rate of one hundred twenty hours per year prorated per pay period. Bargaining unit members not assigned to 24-hour shift positions shall accrue sick leave at the rate of ninety six hours per year prorated per pay period.

(b) Sick leave may be used for personal sickness, bodily injury, quarantine, medical or physical examination, and family illness. When there is an illness in the bargaining unit member's family (children, spouse or other relative living in the household or confined to an assistance program) and the bargaining unit member must stay home to provide care, bargaining unit members assigned to a 24 hour shift position may take up to 72 hours of sick leave per calendar year and bargaining unit members not assigned to 24 hour shift positions may take up to 24 hours of sick leave per calendar year. The Fire Chief or designee has the discretion to approve additional use of sick leave for family illness. This provision does not apply when leave is taken under the Family and Medical Leave Act.

(c) If an employee becomes ill while on vacation, they may request that the time be charged to sick leave. The employee's supervisor must be notified within 72 hours of the illness. Certification of the illness by a physician may be required before sick leave may be granted.

(d) A physician's (example to include, but not limited to: MD, DO, DC, ARNP, and PA) note may be requested for the following reasons:

- (i) Sick leave taken the shift before, on, or the day after a recognized holiday, or a leave day.
- (ii) Three consecutive shifts in a row.
- (iii) Upon demonstration of an illustratable pattern of sick leave usage.

34.3 **Administrative Leave**

(a) Administrative leave with pay shall be approved for bargaining unit members for the following defined purposes, and shall not be charged against a bargaining unit member's accrual of any other leave:

(1) Condolence leave – Paid condolence leave shall be granted as follows:

A. A member assigned to work a 24-hour shift shall be granted 48 hours of paid condolence leave, and any other member shall be granted 24 hours of paid condolence leave, to attend a funeral of an

immediate family member (parent, parent in-law, grand-parent, legal guardian, spouse, brother, sister, grandchild, or child).

B. A member assigned to work a 24-hour shift shall be granted 24 hours of paid condolence leave, a member assigned to communications shall be granted 12 hours of paid condolence leave, and a member assigned to a 40-hour work week shall be granted 8 hours of paid condolence leave, to attend a funeral of other family members (i.e., grandparent-in-law, brother-in-law and sister-in-law, aunt and uncle).

(2) Court Appearance – A member summoned as a prospective juror or subpoenaed as a witness shall be granted court appearance leave with pay. Any witness fees paid shall be delivered to the Employer; provided, court appearance leave with pay does not apply when the member is involved in personal litigation, unless the result of official performance of duty.

(3) Examinations – A member shall be granted examination leave with pay (while staffing permits) for taking examinations for certifications identified within this Agreement.

(4) Educational – A member may be granted educational leave with pay to attend Department approved seminars, conferences, or meetings.

34.4 **Administrative Leave without Pay**

A bargaining unit member not on probationary status with the Employer may be granted administrative leave without pay for personal reasons upon written request to the Fire Chief via the chain of command, with subsequent approval by the County Manager. Such leave shall not exceed six months. Annual and sick leave shall not accrue during administrative leave without pay. Administrative leave without pay shall not constitute a break in service in accordance with the rules of the Florida Retirement System. The member shall return to the rank and pay previously held upon the member's return.

34.5 **Rules for Annual and Sick Leave**

(a) Annual and sick leave shall accrue during paid leave, unless the paid leave immediately precedes separation due to voluntary resignation.

(b) Payment for Earned Leave

(1) Annual Leave

A. Upon separation due to voluntary resignation other than a qualified retirement or a reduction in force, each bargaining unit member not on probation shall be paid for any unused annual leave, not to exceed 400 hours.

B. In case of death of a bargaining unit member, 100% of unused annual leave shall be paid to the member's beneficiary, estate, or as provided by law.

C. Upon separation due to a qualified retirement, each bargaining unit member shall be paid for any unused annual leave, not to exceed 400 hours.

D. Employees opting for the Deferred Retirement Option Plan (DROP) will be allowed to cash out their accumulated annual leave up to the maximum 500 hours. Payment will be made at the end of the pay period preceding the entry into the DROP program. The leave pay out will be used for the FRS final computation of the employee's Average Final Compensation (AFC). Employees, once entered into the DROP, accumulate annual leave at a rate as if they had not entered the DROP. Final payout of annual leave at the termination of the DROP period or termination of employment if earlier, will be the maximum allowable annual leave, minus the previous payout before entering the DROP program. All excess annual leave will be lost if not used.

E. A bargaining unit member who has received payment for unused annual leave under any of the provisions of this paragraph is thereafter ineligible to receive any further payment for unused annual leave, unless the member received an initial payout upon entering DROP in an amount that was less than the maximum for which the member was eligible, in which event the member may receive payment for the balance of such maximum upon final separation.

(2) Sick Leave

A. Upon separation for other than death or retirement, each bargaining unit member not on probation shall be paid for 50% of unused sick leave, not to exceed 960 hours thereof, provided that the member has a minimum of ten years of service with the Employer.

B. In case of retirement or death of a bargaining unit member that is not in the Line of Duty, 100% of unused sick leave, not to exceed 960 hours thereof, provided that the member has a minimum of ten years of service with the Employer, shall be paid to the member's beneficiary, estate, or as provided by law.

C. In case of a Line of Duty Death of a bargaining unit member, 100% of unused sick leave shall be paid to the member's beneficiary, estate, or as provided by law. For purposes of this section, a "Line of Duty Death" shall be defined as set forth in Section 121.021(14), Florida Statutes (2022).

D. In case of a qualified retirement, a bargaining unit member shall be paid 100% of unused sick leave, not to exceed 960 hours.

(c) Holiday leave may be used in lieu of sick leave with prior approval of the Fire Chief.

(d) Accrual balances are shown within the County's electronic time sheet system. Leave cannot be taken until it is earned. A bargaining unit member on layoff or separation may, at the member's option, continue to receive a biweekly paycheck, drawing on accrued sick and annual leave, and earned holidays, until expended.

(e) For purposes of subsection (b), the term qualified retirement means retirement from employment with the Employer at an age or with years of service in the Florida Retirement System that would entitle the bargaining unit member to retire normally and receive a full pension thereunder without penalty for early retirement, regardless of whether the member has elected to participate in the Florida Retirement System pension plan or investment plan, and provided that at such retirement the member has achieved the applicable minimum years of service in the Florida Retirement System that would entitle the member to receive a pension thereunder upon retirement.

34.6 **Family and Medical Leave**

(a) Each bargaining unit member, in accordance with the Family and Medical Leave Act of 1993, shall be allowed up to twelve weeks of unpaid family and medical leave during any twelve month period, subject to the limitations provided in subsection (b). The member is under no obligation to utilize the full twelve weeks of unpaid family and medical leave. The Employer shall post a copy of said Act at all fire stations.

(b) Any family and medical leave under this section shall be taken in accordance with the provisions of the Employer's Personnel Policies Manual.

34.7 **Military Leave**

(a) Bargaining unit members who are members of the United States Armed Forces Reserve and National Guard shall be entitled to military leave with pay for inactive duty training (IDT) and annual training (AT), as follows:

(1) Requests for military leave with pay for IDT shall not require orders. The Employer may request verification after the training period. The Employer may require written orders to approve military leave with pay requests for AT.

(2) Military leave with pay shall not exceed seventeen days at one time for National Guard members. Military leave with pay for Reservists shall not exceed seventeen days in a fiscal year of the Employer.

(3) When a bargaining unit member is participating in IDT or AT outside of the local area, he or she must provide to the Employer military orders verifying the same. Subject to the limitations provided in paragraph (2), military leave with pay shall be for the full amount of the member's work hours for each of the member's regularly scheduled shifts occurring during IDT or AT that takes place outside of the local area, and for the full amount of the member's work hours not to exceed twelve for each of the member's regularly scheduled shifts occurring during IDT or AT that takes place within the local area.

(4) When a bargaining unit member is participating in IDT or AT in the local area, in no event shall military leave with pay extend for a period that is longer than necessary for the member to participate in the IDT or AT and return to work.

(5) Travel time shall be included in military leave with pay if written orders provide for travel time.

(6) The Employer acknowledges that a bargaining unit member who returns to work during a period for which military leave with pay has been approved may be recalled at any time, and is obligated to return to the location of the IDT or AT. If this occurs, the member shall be released by the Employer for return to the IDT or AT as soon as a replacement is found.

(7) As IDT is a regularly scheduled event, each bargaining unit member subject to IDT must provide to the Fire Chief the schedule thereof as soon

as it is known to the member. The member must submit a military leave with pay request for the IDT at least four months prior to the commencement thereof. In case of an IDT schedule change, the Employer may deny military leave with pay if a request therefor is made with less than ninety-six hours advance notice, but cannot deny the time off.

(b) If a bargaining unit member is ordered to report by the Selective Service Board, any time away from work occasioned thereby shall be considered military leave with pay if for the purpose of examinations, physicals, or entry processing.

34.8 Alternative Attendance Incentive Leave and Annual Leave Sell-Back Programs

(a) Eligible bargaining unit members shall have the option of participating in either the Attendance Incentive Leave Program or the Annual Leave Sell-Back Program set forth in paragraphs (1) and (2) below.

(1) Attendance Incentive Leave Program. The Attendance Incentive Leave Program is as follows:

A bargaining unit member not assigned to a 24-hour shift position is eligible to receive attendance incentive leave under the Attendance Incentive Leave Program if the member has used 32 hours or less of sick leave and leave without pay combined during the immediately preceding calendar year, and has been actively employed with the Department for the entirety of said year. The amount of attendance incentive leave received will be determined as follows:

TOTAL HOURS ABSENT	ATTENDANCE INCENTIVE LEAVE RECEIVED
8 or less	4 days
9-16	3 days
17-24	2 days
25-32	1 day

For purposes of this paragraph, 1 day of attendance incentive leave earned is the equivalent of 8 hours of annual leave. Absences for a fraction of an hour will be rounded up to the next full hour.

A bargaining unit member assigned to a 24-hour shift position is eligible to receive attendance incentive leave under the Attendance Incentive Leave

Program if the member has used 32 hours or less of sick leave and leave without pay combined during the immediately preceding calendar year, and has been actively employed with the Department for the entirety of said year. The amount of attendance incentive leave received will be determined as follows:

TOTAL HOURS ABSENT	ATTENDANCE INCENTIVE LEAVE RECEIVED
8 or less	48 hours
9-16	36 hours
17-24	24 hours
25-32	12 hours

Absences for a fraction of an hour will be rounded up to the next full hour.

(2) Annual Leave Sell-Back Program.

A. The Annual Leave Sell-Back Program for bargaining unit members assigned to 24-hour shifts is as follows:

A bargaining unit member assigned to a 24-hour shift is eligible to sell back all of the member’s accrued annual leave that exceeds 120 hours if the member has used 48 hours or less of sick leave and leave without pay combined during the immediately preceding calendar year, has not received disciplinary action other than a written or oral reprimand during said year, and has been actively employed with the Department for the entirety of said year. For purposes of this subparagraph, 1 day of leave is the equivalent of 24 hours. Absences for a fraction of an hour will be rounded up to the next full hour.

B. The Annual Leave Sell-Back Program for bargaining unit members assigned to 12-hour shifts is as follows:

A bargaining unit member assigned to a 12-hour shift is eligible to sell back all of the member’s accrued annual leave that exceeds 120 hours if the member has used 24 hours or less of sick leave and leave without pay combined during the immediately preceding calendar year, has not received disciplinary action other than a written or oral reprimand during said year, and has been actively employed with the Department for the entirety of said year. For purposes of this subparagraph, 1 day of leave is the equivalent of 12

hours. Absences for a fraction of an hour will be rounded up to the next full hour.

(b) A bargaining unit member assigned to a 40-hour work week shall participate in the Attendance Incentive Leave Program set forth in paragraph (1) of subsection (a) if the member meets the eligibility requirements set forth therein. Such member is not eligible to participate in the Annual Leave Sell-Back Program set forth in paragraph (2) of subsection (a).

(c) An eligible bargaining unit member's election to participate in either the Attendance Incentive Leave Program or the Annual Leave Sell-Back Program must be made each year, and must be submitted to the Fire Chief in writing no earlier than each November 1 and no later than the following November 30 of such year. An eligible member who fails to so submit shall be deemed to have elected to participate in the Attendance Incentive Leave Program. The written notice to the Fire Chief electing to participate in the Annual Leave Sell-Back Program must include the number of annual leave hours the member chooses to sell back.

(d) All annual leave sold back under the Annual Leave Sell-Back Program shall be paid at the bargaining unit member's non-overtime Hourly Rate of Regular Pay provided in Article 19 and in effect at the end of the calendar year for which the election to participate in the Annual Leave Sell-Back Program is made. All annual leave sold back by a member under the Annual Leave Sell-Back Program will be deducted from the member's accrued annual leave.

(e) For purposes of this subsection, a type of shift means a 24-hour shift, a 12-hour shift or a 40-hour work week. If a bargaining unit member has worked more than one type of shift during the calendar year for which the member's eligibility to participate in the Annual Leave Sell-Back Program is being determined, the type of shift that the member worked for the longer or longest duration during said year shall govern the determination, as well as the applicability of either subparagraph A or subparagraph B of paragraph (2) of subsection (a).

34.9 Personal Leave

In addition to the accrual of personal leave, each bargaining unit member assigned to a 24-hour shift position will be granted an additional twenty-four (24) hours of leave, per year, personal leave with pay. Bargaining unit members not assigned to a 24-hour shift position shall receive eight (8) hours for office staff or twelve (12) hours for communications specialists of personal leave with pay. Personal leave shall be scheduled and approved in accordance with 34.1 (f) Any time granted under this section which is not used during the calendar year shall be forfeited.

Article 35 – Duration and Reopener

35.1 Effective Date

This Agreement shall take effect as of the date that it shall have been ratified by both the Union and the Board of County Commissioners, with the pay provisions set forth in Article 16, Article 19 and Article 19A retroactive to October 1, 2024. On and after the date of ratification by both parties, the provisions of this Agreement shall prevail over all other bargaining agreements entered in between the Employer and the Union prior thereto. This Agreement shall remain in full force and effect until and including September 30, 2027, whereupon it shall be deemed expired.

35.2 No later than May 31, 2027, the parties shall commence negotiations on a collective bargaining agreement to succeed this Agreement.

35.3 Waiver

With respect to any article of this Agreement, the same shall be considered agreeable to both parties, and will be included in the collective bargaining agreement without further bargaining.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County
Commissioners

DATE: 9/30/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description Type	Upload Date	File Name
Clay County - BC - Full CBA - 2024 Final Agreement/Contract Recitals and Agreement Combined	10/3/2024	Clay County - BC - Full CBA - _2024_Final_Recitals_and_Agreement_Combined.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	10/2/2024 - 5:37 PM	Item Pushed to Agenda

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CLAY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
AND
THE CLAY COUNTY FIRE/RESCUE PROFESSIONALS UNIT "B",
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3362B
FISCAL YEARS 2024-2027**

This Collective Bargaining Agreement (CBA or the Agreement) is made and executed between Clay County, a political subdivision of the State of Florida (the County), by and through its Board of County Commissioners (the Board), and The Clay County Fire/Rescue Professionals, International Association of Firefighters Local 3362B (the Union).

Recitals

WHEREAS, pursuant to Part II of Chapter 447, Florida Statutes, the Union is the certified bargaining agent on behalf of certain employees of the Fire/Rescue Division of the County's Department of Public Safety; and,

WHEREAS, the prior Collective Bargaining Agreement expired on September 30, 2024, pursuant to Article 28 thereof; and,

WHEREAS, pursuant to Article 28 of the prior Collective Bargaining Agreement, and pursuant to the requirements of Part II of Chapter 447, Florida Statutes, representatives of the Union (the Union's Bargaining Team) and of the County Manager (Management's Bargaining Team) met in a series of bargaining sessions commencing in the summer of 2024 and continuing through the summer of 2024, for the purpose of negotiating a new agreement to succeed the prior Collective Bargaining Agreement; and,

WHEREAS, the Union's Bargaining Team and Management's Bargaining Team reached a tentative agreement on a new Collective Bargaining Agreement to succeed the prior Collective Bargaining Agreement and to be in effect through September 30, 2027; and,

WHEREAS, the members of the bargaining unit represented by the Union have voted to ratify the Agreement; and,

WHEREAS, the Agreement was presented to the Board at its October 8, 2024 meeting, at which time the Board ratified the same; and,

WHEREAS, by their entry into this Agreement, the Union and the County desire to formally enter into the Agreement.

WITNESSETH

NOW THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party and objections to the sufficiency and adequacy of which are hereby waived by each party, the parties agree as follows:

1. On and after the effective date of this Agreement, and continuing through September 30, 2027, the parties shall be governed under the terms of the Agreement attached hereto as Exhibit A.
2. The prior Collective Bargaining Agreement expired by its terms on September 30, 2024.
3. The effective date of this Agreement shall be the date and time that it shall have been ratified by both the Union and the Board of County Commissioners, with the pay provisions set forth in Article 16 and Article 16A retroactive to October 1, 2024.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on behalf of each on this 8th day of October, 2024.

UNION:

The Clay County Fire/Rescue Professionals
Unit "B", International Association of Firefighters
Local 3362B

COUNTY:

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

By: _____
Jasen Hernandez, President

By: _____
Jim Renninger, Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

EXHIBIT A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CLAY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

AND

THE CLAY COUNTY FIRE/RESCUE PROFESSIONALS UNIT "B",
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 3362B

FISCAL YEARS 2024-2027

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Article 1 – Preamble

1.1 Parties

This Agreement is entered into by and between The Clay County Board of County Commissioners, on behalf of Clay County, a political subdivision of the State of Florida, herein sometimes referred to as the “Employer”, and The Clay County Fire/Rescue Professionals Unit “B”, International Association of Firefighters Local 3362B, herein sometimes referred to as the “Union”.

1.2 Intent

It is the intent of this Agreement to:

- (a) Assure a mutually sound and beneficial working relationship between the Union and the Employer.
- (b) Provide an orderly and peaceful means for resolving conflicts and misunderstandings which may arise.
- (c) Establish rates of pay, hours worked, and terms and conditions of employment.
- (d) Provide a fair day’s work in return for a fair day’s pay.
- (e) Provide conditions of employment suitable to maintaining a competent work force.
- (f) The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with the employment, promotion, or training remembering that the public interest requires the full utilization of the employee’s skill and ability without regard to race, color, creed, national origin, ancestry, handicap, sex or other discrimination as outlined in the Florida Statutes.

1.3 Individual Agreements

No individual agreement between the Employer and any member of the bargaining unit represented by the Union that is contrary to the terms of this Agreement shall be enforceable.

1.4 Maintenance of Service

The Employer is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public. Therefore, both parties recognize the need for continuous, uninterrupted, and reliable service to the public.

1.5 Agreement Integration

- (a) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and

proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

- (b) The Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- (c) This Agreement constitutes the entire agreement of the parties, and any modification of or amendment to this Agreement shall be in writing and fully executed by the parties hereto, else be deemed ineffective and not binding.

1.6 **General Definitions**

As used herein, the following terms shall have the following meanings:

- (a) “Department” means the Department of Public Safety of the Employer.
- (b) “Division” means the Fire/Rescue Division of the Department.
- (c) “Fire Chief” means the Fire Chief of the Department.
- (d) “Firefighter CBA” means the then-current collective bargaining agreement between the Employer and the Union governing Division personnel holding the rank of Firefighter, Engineer, Lieutenant, Captain or Communications Specialist.
- (e) “Seniority” means the length of service of a bargaining unit member with the Division.
- (f) “Superiority in Rank” refers to seniority within the rank provided in Section 2.4 of Article 2.

Article 2 – Union Recognition

2.1 Union Status

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for those bargaining unit members that the Union is authorized to represent, for the purpose of bargaining collectively in the determination of wages, hours, and terms and conditions of employment of such members.

2.2 Gender References

Whenever a male gender is used in this Agreement, it shall be construed to include both male and female bargaining unit members.

2.3 Bargaining Unit Member Defined

A bargaining unit member or member of the bargaining unit, as used in this Agreement, means any full-time employed member of the Department holding the rank set forth in section 2.4 who is employed to engage in emergency medical services, suppression or extinguishment of fires, dispatching of Fire/Rescue crews, fire prevention and training, and other related duties.

2.4 Bargaining Unit Composition

The bargaining unit is comprised of all bargaining unit members, as certified by the Public Employees Relations Commission (PERC), holding the following rank:

Battalion Chief

The Employer and the Union acknowledge that the above title, with appropriate job description, has been mutually submitted to PERC. The bargaining unit includes Fire Safety Inspectors and Training Officers when meeting the above classifications.

2.5 Union President

The Union President or his or her designee will be the official spokesperson for the Union in any matters pertaining to this Agreement and other Union business.

Article 3 – Union Activities

3.1 Non-Discrimination

Employees of the Division shall have the right to form, join, and participate in, or refrain from joining, or participating in, the Union. There shall be no discrimination or intimidation against any bargaining unit member because of his or her membership or lack of membership in the Union, or by virtue of holding office in the Union, except that the certified bargaining agent shall not be required to process grievances for bargaining unit members who are not members of the Union.

3.2 Union Time Pool

- (a) Each member of the bargaining unit may donate earned annual leave, not to exceed fifty hours per year, and earned sick leave, not to exceed fifty hours per year, toward a pool of time which may be drawn upon at the discretion of the Union President or Vice-President; provided, the Fire Chief or the Fire Chief's designee must be notified in advance of the intention to draw upon the leave pool, and may deny its use in any particular case for just cause only, which shall include reduction in manpower below minimum levels of service.
- (b) Union time pool donations under subsection (a) shall be collected from the bargaining unit members submitted on the appropriate Time Pool Donation form. Requests for use of Union pool time shall be requested on the existing leave request form, and the appropriate Deputy Chief notified. Charges against the Union time pool shall be hour for hour, except as provided in subsection (c). The Employer shall determine whether the Union time pool shall be charged a regular or overtime rate. Such determination shall be indicated on the leave request form, and the white (employee) copy returned to the Union President. Charges against the Union pool time shall only be made with the approval of the Union President or Vice-President, with subsequent approval by the Fire Chief or the Fire Chief's designee.
- (c) The Employer shall charge the Union time pool hour for hour, or one and one-half hours for each hour of overtime worked, as appropriate, by a bargaining unit member during the time said member is replacing another member utilizing the Union time pool under this article. If the Employer desires a replacement for a bargaining unit member utilizing the Union time pool, it shall be the responsibility of the Employer to provide such replacement.

3.3 Representation

- (a) The Officers of the Union (President, Vice-President, Secretary, Treasurer) may take reasonable time off during working hours without loss of pay to negotiate with Management, or to represent bargaining unit members at disciplinary hearings, grievance, or arbitration proceedings. Representation at such proceedings will normally be one Officer, designated by the Union President. Each Union

representative requesting time off with pay for any of the above purposes must obtain the approval of the Fire Chief or the Fire Chief's designee, prior to taking time off.

- (b) The Union shall furnish a list of the Union Officers to the Fire Chief, and any changes will be promptly reported by the Union to both. These officers shall include President, Vice-President, Secretary, Treasurer, and Stewards.

Article 4 – Union Security and Check-Off

4.1 Digital Access

The Employer will, within fifteen days after ratification of this Agreement, and without cost to the Union, provide digital access to this Agreement in each working location.

4.2 Dues Deduction

Upon receipt of written authorization from a bargaining unit member, the Employer will deduct from the member's pay the amount the member owes the Union for dues. This provision will provide for twenty-six deductions per year. The Employer shall remit the amount deducted to the Union within thirty calendar days. The Union will certify changes in the Union membership dues rate by notifying the Employer in writing at least thirty calendar days in advance of the effective date of such change. The Union's certification shall include the signature of the authorized officer or officers of the Union. The Employer's remittance will be deemed correct if the Union does not notify the Employer within fourteen calendar days after a remittance is received, that the Union believes the remittance is incorrect, and the reason for that belief. A bargaining unit member may revoke his or her authorization for dues deduction by giving the Union and Employer notice in writing thirty days in advance.

4.3 Indemnification

The Union will indemnify, defend, and hold the Employer harmless against any claim made and against any suit instituted against the Employer on account of any deduction for Union dues.

4.4 Union Activities

The President or his designated representative shall have the right to present the views of Union members. All Union activities are protected to the extent they are authorized by law or by this Agreement.

4.5 Policies and SOPs

All bargaining unit members are covered by this Agreement, by current Division policies and procedures, by written directives, and by Standard Operating Procedures (SOPs) of the Division, as amended from time to time. Additionally, all bargaining unit members are covered by the County's Personnel Policies Manual in effect as of the date of this Agreement, as may be amended from time to time, except for the following: Sections 2.0, 3.0, 4.0, and 8.0, Subsections 5.01, 5.02, 5.03, 5.04, 5.05, 5.07, 5.08, 5.09, and 5.12, that are expressly addressed in this Agreement. In the event of a conflict between any of the above referenced policies, procedures, directives or manual sections and the express provisions of this Agreement, the express provisions of this Agreement shall govern and supersede them. No changes shall be made that change the intent of this Agreement except by mutual consent. All manuals and directives governing bargaining unit members shall be provided to each working location.

When changes to Division Policies and Division SOPs are proposed to be made by the County, and those changes deal directly with, or impact, wages, hours and/or terms and conditions of employment for bargaining unit members, the County shall provide the Union with a summary or explanation of the proposed changes in writing at least 14 calendar days prior to the date the County intends to implement the change(s), unless exigent circumstances necessitate implementation earlier than the 14 day notice period.

Article 5 – Savings and Severability

5.1 Employer’s Rights

- (a) Any of the rights, powers, and authority the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.
- (b) The Employer has no obligation to bargain over its decision to exercise any such right, function, privilege or prerogative, or the effect of any such decision unless the same shall impact the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit.

5.2 Severability

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court having jurisdiction in respect thereof, or by reason of any existing or subsequently enacted legislation, then

- (a) The remaining articles and sections of this Agreement shall remain in full force and effect; and,
- (b) The Union and the Employer will meet within thirty days to negotiate a replacement for the provision found to be invalid.

Article 6 – Management Rights

6.1 Contracting/Subcontracting

The Employer reserves the right to contract/subcontract existing or future work, provided, the Employer shall have no right to contract/subcontract such work if the same is motivated by anti-Union animus. Should the Employer in exercising any management right desire to institute any changes which could materially affect or impact the wages, hours and/or terms or conditions of employment, then the Union shall be notified and, upon timely request by the Union, the impact thereof will be bargained prior to the implementation thereof.

6.2 Employer's Reserved Rights

- (a) It is the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude bargaining unit members or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement. Should the Employer in exercising any management right desire to institute any changes which could materially affect or impact the wages, hours, and/or terms or conditions of employment, then the Union shall be notified and, upon timely request by the Union, the impact thereof will be bargained prior to the implementation thereof.
- (b) Except as expressly provided in this Agreement, the Employer retains the sole and exclusive right and prerogative:
- (1) To manage its operations and direct the work of the bargaining unit members, including the rights to declare the number and location of stations, the operation of motorized equipment, the scope of services to be performed, the methods of service;
 - (2) To determine whether and to what extent the work required in its operations shall be performed by bargaining unit members covered by this Agreement;
 - (3) To maintain order and efficiency in its stations and locations;
 - (4) To curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the Employer good business judgment makes such curtailment or discontinuance advisable;
 - (5) To hire, lay-off, assign, reassign, promote or demote members of the bargaining unit with just and proper cause, and to determine the

qualifications and to create and amend job descriptions;

- (6) To determine the starting and quitting time, the schedule of work time and the number of hours to be worked, subject to the provisions of Section 6.1 if applicable;
 - (7) To require any member of the bargaining unit to take a physical or mental examination with proper cause, given by a health service or a physician or psychiatrist selected by the Employer;
 - (8) To make decisions regarding whether overtime work needs to be assigned;
 - (9) To discipline, suspend, and discharge any member of the bargaining unit with just cause;
 - (10) To determine staffing levels, assign, reassign, and deploy personnel;
 - (11) To have complete authority to exercise the rights set forth in this article and the powers incidental thereto, including the right to make unilateral changes, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement;
 - (12) To unilaterally determine the purpose of each of its constituent agencies, to set standards of service to be offered to the public, and to exercise control and discretion over its organization and operations; and,
 - (13) To direct the members of the bargaining unit, to take disciplinary action for just cause, to relieve any member of the bargaining unit from duty because of lack of work or for other legitimate reasons, and to determine the methods, means and personnel by which the Employer's operations are to be conducted; provided, however, that the exercise of such rights shall not preclude members of the bargaining unit or their representatives from raising grievances, should the practical consequences of a decision on these matters violate this Agreement.
- (c) The rights of the Employer set forth in this article are not all inclusive but indicate the type of matters or rights which belong to and are inherent in the Employer in its management capacity.
 - (d) Every incidental duty connected with operations enumerated in job descriptions is not always comprehensive or specifically required and members of the bargaining unit at the discretion of the Employer may be required to perform duties not within their specific job descriptions as long as the work is related to Division operations and has the approval of the Fire Chief.
 - (e) Whenever it is determined that civil emergency conditions exist, including riots,

civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Board of County Commissioners, County Manager and/or Fire Chief during the time of the declared emergency provided that wage rates and monetary fringe benefits shall not be suspended. If the timing of payments cannot be maintained, they shall be resumed as reasonably practicable thereafter. Wage payments and fringe benefits shall not be reduced due to the emergency.

- (f) The Employer's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right, nor shall the same preclude the Employer from exercising such function or right in some other way not in conflict with the express provisions of this Agreement.
- (g) Nothing herein shall be construed as affecting or limiting the Employer's right to repeal, modify or amend any work rule within its sole discretion, so long as the Employer has complied with the procedures set forth herein, and the repeal, modification or amendment does not otherwise conflict with the provisions of this Agreement. The Employer has no obligation to bargain over its decision to repeal, modify or amend any work rule, or the effect of any such decision unless the same shall materially affect or impact the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit.

Article 7 – Strike and Lock Out Prohibition

7.1 Strike Definition

As used in this article, the term “strike” shall mean:

- (a) The concerted failure of bargaining unit members to report for duty.
- (b) The concerted absence of bargaining unit members from their positions.
- (c) The concerted stoppage of work by bargaining unit members.
- (d) The concerted submission of resignations by bargaining unit members.
- (e) The concerted abstinence in whole or in part of any group of bargaining unit members from the full and faithful performance of their duties of employment with the Employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the Employer.
- (f) The concerted failure of bargaining unit members to report for work after the expiration of this Agreement.
- (g) Picketing by bargaining unit members in furtherance of a County work stoppage.
- (h) Any overt preparation, including, but not limited to, the establishment of strike funds with regard to engaging in any of the activities or conduct described in subsections (a) through (g) hereof.

7.2 Strikes Prohibited

The bargaining unit members agree, and the Union, on behalf of itself, its officers, its agents and its representatives, agrees that Section 447.505, Florida Statutes, and Article 1, Section 6 of the Constitution of the State of Florida, prohibits them individually and collectively as public employees and as a union of public employees from participating in a strike against the Employer, and from instigating or supporting a strike against the County in any manner. Persons violating such strike prohibition shall be subject to such penalties therefor as are provided by law.

7.3 Affirmation

Neither the bargaining unit members nor the Union nor any of its officers, agents or representatives shall engage in any strike or strike activities or other similar forms of interference with the operations of the Employer. In the event of a violation of this article or the strike prohibition of Section 447.505, Florida Statutes, and Article 1, Section 6 of the Constitution of the State of Florida, by any bargaining unit member or members, then promptly upon the request of the Employer, the Union agrees to encourage and direct such

member or members to immediately cease and desist from the strike or strike activities giving rise to such violation and to return to work, and further agrees to publicly disavow such strike or strike activities.

7.4 **Penalties**

In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all bargaining unit members who participate in, are parties to or promote any strike as defined in Section 7.1 shall be subject to disciplinary action up to and including termination of employment.

7.5 **Union Responsibility**

The Union shall be liable for any damages which may be suffered by the Employer as a result of a violation of Section 447.505, Florida Statutes, by the Union or its representatives, officers, or agents unless the Union publicly disavows the actions causing the violation within 24 hours of the occurrence thereof.

7.6 **Lock Outs Prohibited**

The Employer agrees not to lock out any bargaining unit members.

7.7 **Enforcement**

The circuit courts of this State shall have jurisdiction to enforce the provisions of this article by ex parte injunction and contempt proceedings, if necessary.

Article 8 – Special Meetings

8.1 Agreement to Meet

The Employer and the Union agree to meet and confer on matters of interest upon written request of either party. The written request shall state the nature of the matter to be discussed and the reason(s) for making the request. Discussion shall be limited to matters set forth in the request, or other subjects mutually agreed to, but these special meetings shall not be used to renegotiate this Agreement.

8.2 Time and Place

Such special meetings shall be held within ten calendar days of the receipt of the written request, and at a time and place mutually agreeable to both parties.

8.3 Staff Meetings

The Union President or his / her designee shall be allowed to attend quarterly staff meetings held by the Department.

Article 9 – Grievance Procedure

9.1 **Purpose**

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from an alleged violation of the specific terms of this Agreement as provided in this article.

9.2 **Grievance Defined**

For the purpose of this Agreement, a grievance is defined as a claim or complaint that a bargaining unit member or group of bargaining unit members may have alleging that the Employer has violated a specific provision of this Agreement, provided that such specific provision is not a management prerogative and is not expressly excluded from the grievance and arbitration procedures of this article.

9.3 **Consideration during Working Hours**

Grievances may be taken up during the working time of the grievant upon mutual agreement between the Employer and the Union.

9.4 **Requirements**

Failure of the grievant to comply with this section shall render the grievance null and void. All grievances shall be processed in accordance with the procedures set forth in Section 9.5 hereof. All grievances proceeding beyond Step 1 as outlined in Section 9.5 must be reviewed by the Union's Executive Board prior to submittal. A grievance or grievance decision at any step may be submitted via email. All grievances must be in writing, and must contain the following information:

- (a) The specific article(s) and section(s) of this Agreement alleged to have been violated;
- (b) The date or dates the alleged violation occurred, a description of the facts and circumstances upon which the grievance is based in such detail as will place the Employer on reasonable notice of the alleged violation, and the specific remedy desired by the grievant;
- (c) Signature of grievant and date signed; and,

9.5 **Grievance Steps**

All grievances shall proceed in accordance with the following steps:

Step 1

The grievant shall present his or her grievance to the Fire Chief in writing within fourteen

business days following the occurrence of the action giving rise to the grievance, provided that should the action giving rise to the grievance occur while the grievant is on authorized paid leave of absence or is on his or her scheduled day off the grievant shall have fourteen business days upon returning to his or her job to orally present the grievance. The Fire Chief will discuss and make an effort to resolve all grievances with fairness and justice for both the grievant and the Employer and shall, in writing, render and communicate a decision to the grievant within fourteen business days following the date the grievance was presented.

Step 2

If the grievant has not received satisfaction at Step 1, or the Fire Chief has failed to communicate a decision within the applicable time limit under Step 1, he or she may submit the grievance to the Human Resources Director. This must be accomplished in writing within fourteen business days after the Step 1 decision is rendered, or, if no decision is rendered within the applicable time limit under Step 1, then within fourteen business days immediately following the expiration of such time limit. The Human Resources Director will review all pertinent facts and conduct a full review, after which he or she will issue a written decision. This decision will normally be communicated to the grievant within fourteen business days following the presentation of the grievance to the Human Resources Director.

Step 3

If the grievant has not reached satisfaction at Step 2, or the Human Resource Director has failed to communicate a decision within the applicable time limit under Step 2, he or she may submit the grievance to the County Manager. This must be accomplished within fourteen business days after the Step 2 decision is rendered, or, if no decision is rendered within the applicable time limit under Step 2, then within fourteen business days immediately following the expiration of such time limit. The County Manager will announce his or her decision, taking into consideration the decision reached at Steps 1 and 2. The County Manager will review all pertinent facts and conduct a full review, after which he or she will issue a written decision. The decision of the County Manager shall be rendered and delivered to the grievant and the Union within fourteen business days following his or her receipt of the grievance. In the event the County Manager has failed to communicate a decision within the applicable time limit, the provisions of Section 9.7(a) shall apply.

9.6 **Rules for Grievance Processing**

- (a) Time limits at any step of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.
- (b) Failure on the part of the Employer's representative to issue a decision within the applicable time limit for a particular step shall be regarded as the denial of the

grievance if no prior decision had been rendered, and otherwise shall be regarded as upholding the decision most recently rendered, and as such will entitle the grievant and/or the Union representative to proceed to the next step as provided for in Steps 1, 2 and 3. A grievance not advanced to a particular step within the applicable time limit shall be regarded as permanently withdrawn and settled on the basis of the decision most recently rendered or regarded as rendered.

- (c) For purposes of this article, the term “business day” shall refer to any Monday, Tuesday, Wednesday, Thursday, or Friday on which the offices of the Government of Clay County are open for business. Saturdays, Sundays, Holidays, and any day on which a grievance is presented or received by either party shall not be considered in the calculation of time limits.
- (d) Either party may call a conference at any step of the grievance procedure.
- (e) Nothing in this Agreement shall be construed to prevent any bargaining unit member from presenting, at any time, his or her own grievance in person or by legal counsel, to the Employer, and having such grievance(s) adjusted without the intervention of the bargaining agent; provided the adjustment(s) is not inconsistent with the terms of this Agreement, and provided that the bargaining agent is given reasonable opportunity to be present at any meeting(s) called for resolution of such grievance(s).
- (f) In the event a grievance is brought on behalf of the entire bargaining unit membership, all time periods set forth in Section 9.5 within which any party’s representative must respond shall be increased by five business days.

9.7 **Arbitration**

Arbitration of grievances shall be as provided hereafter:

- (a) If the grievance is not settled in accordance with the provisions of Section 9.5, the Union may request arbitration. Requests for arbitration shall be submitted in writing to the Human Resources Director within twenty business days after the grievant and the Union are notified of the Employer’s Step 3 decision, or, if no decision is rendered within the applicable time limit under Step 3, then within twenty business days immediately following the expiration of such time limit. Requests for arbitration may be submitted via email. A grievance is considered to be withdrawn and settled on the basis of the decision most recently rendered or regarded as rendered if arbitration is not so requested within twenty business days after the Step 3 decision is rendered, or, if no decision is rendered within the applicable time limit under Step 3, then within twenty business days immediately following the expiration of such time limit.

- (b) Within fifteen business days after written demand by either party upon the other, parties shall separately or jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a panel of seven impartial arbitrators, located within the State of Florida and particularly skilled in the matters involving local government employee relations. Each party shall have the right to alternately strike three names from the panel. The party exercising the first strike shall be established by coin toss or other impartial means. The remaining member of the panel shall be the arbitrator, and the parties shall so notify FMCS by joint letter within five business days after the selection.
- (c) The arbitration shall be conducted under the rules set forth in this Agreement. The arbitrator shall have no authority to add to, subtract from, modify or alter the terms of this Agreement. The arbitrator shall consider and decide the merits of the underlying grievance.
- (d) All testimony given at the arbitration hearing will be under oath. The arbitrator shall submit his or her decision in writing within forty-five calendar days after the close of the hearing or the submission of briefs by the parties, whichever is later. Should the arbitrator be unable to deliver his/her award within the 45-day time frame, the arbitrator shall be required to provide to both the Union and the County an estimate of when the award will be issued. The parties may mutually agree in writing to extend the time limit.
- (e) The compensation and expenses of the arbitrator, the appearance fee for the court reporter (if utilized) and the costs associated with arbitrator's copy of the transcript (if requested), shall be borne equally by both parties as determined by the arbitrator. Each party shall bear the costs of preparing and presenting its own case. Either party desiring a record of the proceeding shall pay for the record and/or stenographic services.
- (f) The arbitrator will decide all issues brought before him or her, including arbitrability, should it arise.

9.8 **Florida Arbitration Code**

Any decision rendered by an arbitrator under Section 9.7 shall be final and binding. Either party may apply to any court of competent jurisdiction to confirm, enforce, vacate, modify or correct any such decision, and may appeal any order or decision by such court, all in accordance with those provisions of the Florida Arbitration Code set forth in Sections 682.12 through 682.22, Florida Statutes.

9.9 **Exclusivity**

The procedures set forth in this article for settling grievances shall be to the exclusion of any other means available to the bargaining unit members for resolving such grievances; provided, the provisions of this section shall not be deemed to impair the right or ability of

any bargaining unit member to bring an action or commence a proceeding in a court of competent jurisdiction or other appropriate legal forum with respect to any claim involving the statutory or constitutional rights of such bargaining unit member.

Article 10 – Work Rules

10.1 General

Work rules formulated or amended, and adopted after the effective date of this Agreement shall be adopted after meeting and discussing same with the Union. Work rules in effect on the effective date of this Agreement shall remain in force until repealed, modified or amended by the Fire Chief; provided, the parties shall bargain over any work rule repeal, modification or amendment that materially affects or impacts the wages, hours or terms and conditions of employment with respect to the members of the bargaining unit prior to the implementation thereof.

10.2 Writing Requirement

All work rules and regulations shall be in writing and available digitally at each working location.

10.3 Equal Applicability

Work rules shall apply equally. In the event a rule or policy is being interpreted differently by the respective supervisors, written clarification shall be provided by the Fire Chief or his or her designee.

10.4 Purchasing Committees

The Employer shall convene joint Union-Management committees for the purpose of recommending purchases of major apparatus and medical equipment; provided, no recommendation of any such committee shall be binding on the Employer in any way.

10.5 Employer's Rights

Nothing herein shall be construed as affecting or limiting the Employer's right to repeal, modify or amend any work rule within its sole discretion, so long as the Employer has complied with the procedures set forth herein, and the repeal, modification or amendment does not otherwise conflict with the provisions of this Agreement.

Article 11 – Discipline and Discharge

11.1 Cause

No bargaining unit member shall be suspended without pay, discharged, reprimanded, demoted with reduction in compensation, or otherwise disciplined without proper cause.

11.2 Notice and Timeliness

The Employer agrees that disciplinary action shall be in a timely fashion and the bargaining unit member shall be notified of the potential of such disciplinary action within ten business days of the Employer becoming aware of the event(s) giving rise to the discipline, unless by so notifying the ability of the Employer to complete its investigation, or the investigation efforts of any law enforcement agency, are threatened or compromised as a result, in which case the bargaining unit member shall be notified as soon as practical following the cessation of the circumstances so threatening or compromising.

11.3 Firefighter’s Bill of Rights

All investigations of bargaining unit members employed by the Employer as firefighters as defined in Section 112.81(1), Florida Statutes, shall adhere to the Florida Firefighter’s Bill of Rights set forth in Section 112.82, Florida Statutes. Additionally, any investigation of a bargaining unit member relating to medical care shall be strictly in accordance with Florida Statutes, rules of the Department of Health and this Agreement.

11.4 Representation

- (a) When a bargaining unit member is questioned by Management and the member reasonably believes that the questioning may lead to disciplinary action against him or her, or may otherwise result in the termination of his or her employment, the member has the right to request that a Union representative be present at the meeting.
- (b) When a Union representative is not immediately available (on duty or off duty), the Employer shall postpone the meeting for a reasonable time in order for the bargaining unit member to obtain Union representation unless exigent circumstances then exist whereby the safety of persons or property, or the integrity or preservation of information or tangible evidence is at risk; provided, the provisions hereof shall never be applied in contravention of the Firefighter’s Bill of Rights.

Article 12 – Drug and Alcohol Abuse Policy

12.1 Definitions/References

- (a) “Drug abuse” means the ingestion of any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time.
- (b) “Illegal drug” means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription.
- (c) “Alcohol” means ethanol alcohol or any beverage containing more than 0.5% of alcohol by volume, which is capable of use for beverage purposes either when alone or when diluted.
- (d) “Drug testing” means collection of a urine and/or hair follicle specimen and a laboratory analysis of the specimen(s) by EMIT immunoassay screening or the most current and appropriate technology that complies with the Testing Standards, and if positive, confirmatory testing using the Gas Chromatography/Mass Spectrometry (GC/MS) methods and procedures or the most current and appropriate technology that complies with the Testing Standards.
- (e) “Alcohol testing” means testing for blood alcohol by collecting a venous blood specimen and laboratory analysis thereon, and/or an evidential breath testing device approved, operated and maintained in substantial compliance with the rules and regulations promulgated under Chapter 11D-8, Florida Administrative Code, as the same may be amended from time to time, or its successor in function.
- (f) “Testing standards” means the testing standards established under the Testing Rule.
- (g) “Reasonable suspicion” means a suspicion which is based on specific, objective facts derived from the surrounding circumstances from which it is reasonable to infer that further investigation is warranted. Physical characteristics indicating reasonable suspicion may include but are not limited to, a drop in the bargaining unit member’s performance level, abnormal or erratic behavior, physical symptoms (glassy or blood-shot eyes, slurred speech, unsteady gait, poor coordination or reflexes), direct observation of drug or alcohol use, recurring work related accidents, excessive absenteeism or tardiness, impaired judgment, reasoning, or level of attention, behavioral changes, or decreased ability of the senses.
- (h) “BAC”, with respect to breath alcohol testing, means grams of alcohol per 210 liters of breath.

- (i) “MRO” means the Medical Review Officer described in Section 12.6.
- (j) “Testing Rule” means Rule 59A-24.006, Florida Administrative Code, or its successor in function.
- (k) “Licensed Laboratory” means a drug testing laboratory licensed under the Testing Rule.

12.2 **Testing Circumstances**

The Employer may require a bargaining unit member to submit to drug and/or alcohol testing under any of the following circumstances:

- (a) As part of the member’s annual physical exam, if the Department establishes such a program.
- (b) Whenever two managerial employees concur that there is a reasonable suspicion that a member is using, under the influence of, or in possession of illegal drugs or alcohol while on duty, or that the member is abusing illegal drugs or alcohol which may be adversely affecting his or her job performance or pose a threat to safety, in accordance with Section 12.1(g).
- (c) Whenever a member is driving a vehicle that is involved in a vehicle accident.
- (d) At any time within two years after a member has been counseled or otherwise disciplined because of a problem with illegal drugs or alcohol, or within two years after a member has tested positive for the presence of illegal drugs or alcohol.
- (e) Pursuant to an unannounced and random drug and alcohol testing call that has taken place in accordance with the following procedures:
 - (1) A lottery system shall be used, based on the shift and station assignments of the members. A station number and shift shall be drawn randomly, and all members who are on duty shall submit a urine sample while on duty.
 - (2) Random testing shall include a minimum of four members. If a shift and station is drawn of less than four members, a second drawing will be done for the same shift, and the members of both stations shall submit to testing.

12.3 **Testing Procedures**

- (a) Whenever a bargaining unit member is required to provide the specimen(s) for these testing procedures, the Employer shall follow chain of custody procedures; provided, such chain of custody procedures shall not be applicable to alcohol testing utilizing an evidential breath testing device in accordance with Section 12.1(e). Chain of custody and drug testing shall be consistent with the Testing Standards, and performed only at a Licensed Laboratory. In this regard, the Employer shall

promptly notify the Union President regarding the identity of the Licensed Laboratory under contract to the Employer. All drug testing as defined in Section 12.1(d) shall be done in strict accordance with the Testing Standards at a Licensed Laboratory.

- (b) Prior to submitting the specimen(s) for illegal drug or alcohol testing, the bargaining unit member shall sign a consent form authorizing the testing in accordance with this Agreement, and releasing the test results to appropriate Employer officials. The bargaining unit member shall also complete the medical history form, listing recent medications, both prescription and over-the-counter, as requested by the Medical Review Officer. The consent form shall provide space for the member to acknowledge that he or she understands the terms of this article. The Employer may require a statement from a physician, or physical proof confirming the use of prescription medications. Such proof shall be submitted in advance of the specimen collection, unless such collection is for reasonable suspicion.
- (c) If illegal drug testing is required under the provisions set forth in this Agreement, the Testing Standards shall be used to determine the levels at which detected substances shall be considered positive for purposes of both screening and confirmation.

Alcohol (ETOH) shall be tested as provided in Section 12.1(e). For breath alcohol (ETOH), the screening test cutoff shall be 0.02 BAC, and the confirmatory test cutoff shall be 0.04 BAC. For blood alcohol (ETOH), the screening test cutoff shall be 50 mg/dL, and the confirmatory test cutoff shall be 50 mg/dL.

- (d) The Employer shall comply with the following procedures for drug or alcohol testing to the extent that they are not inconsistent with the Testing Standards, and except as may otherwise be provided herein:
 - (1) The Employer shall submit the specimen(s) to an EMIT immunoassay test or the most current and appropriate technology that complies with the Testing Standards for initial screening purposes. If the results of this test are negative, no further testing will be performed.
 - (2) If the results of the initial screening test provided for in paragraph (1) are positive, the Employer will submit the same specimen(s) for a confirmatory test using the gas chromatography/mass spectrometry (GC/MS) method or the most current and appropriate technology that complies with the Testing Standards to verify the initial test results; provided, if the initial screening test was for alcohol utilizing an evidential breath testing device in accordance with Section 12.1(e), then the confirmatory test shall be performed utilizing the blood serum specimen drawn in accordance with subsection (f), unless the bargaining unit member otherwise agrees as provided therein. The Employer will not notify any person about the initial

positive results until said results have been confirmed as provided for in this section.

- (3) If the results of the second confirmatory test for illegal drugs or alcohol provided for in paragraph (2) are positive, as confirmed by a qualified MRO, the Employer shall promptly notify the bargaining unit member of the results. If the results are negative, no further testing will be performed.
- (e) Chain of custody procedures shall require that an approved chain of custody form be used from the time of collection to the time of receipt by the laboratory, and of an appropriate Testing Laboratory chain of custody form to account for the specimen(s) submitted for testing. Chain of custody forms shall, at a minimum, include:
 - (1) an entry documenting date and purpose for each time the specimen(s) or aliquot is handled or transferred, and,
 - (2) the identification of every individual in the chain of custody.
- (f) Any other provisions of this article to the contrary notwithstanding, the Employer may elect to conduct any initial screening test for alcohol by means of an evidential breath testing device in accordance with Section 12.1(e). In the event the results of such initial screening test are positive, then the subject thereof shall forthwith submit to the drawing of a blood serum specimen for the confirmatory test in accordance with subsection (d), unless the subject agrees that the confirmatory test shall be conducted utilizing the same evidential breath testing device. The Employer may not conduct any confirmatory test utilizing an evidential breath testing device unless the subject thereof shall agree. If the results of any confirmatory test for alcohol utilizing a blood serum specimen are positive, then the same and the results of any initial screening test with respect thereto utilizing an evidential breath testing device shall not be rendered invalid should it be determined that said device was not approved, operated or maintained in accordance with Section 12.1(e).

12.4 **Reasonable Suspicion**

- (a) If a supervisor has reasonable suspicion in accordance with Section 12.1(g), he or she shall:
 - (1) Notify the next higher ranking supervisor in his or her chain of command that is not the subject of the suspicion to request a personal observation and review of specific, objective instances of the bargaining unit member's conduct to confirm that reasonable suspicion exists. The member may not be subject to testing without the confirmation of reasonable suspicion by a second managerial employee.

- (2) Prohibit the bargaining unit member from assuming or continuing his or her duties.
 - (3) Transport the bargaining unit member to the designated testing site for testing and, after testing, arrange for safe transportation to the bargaining unit member's residence or a place selected by a relative or friend of the member, unless the member refuses.
 - (4) Prepare appropriate documentation to support the reasonable suspicion, and actions taken based on reasonable suspicion.
- (b) If reasonable suspicion exists, the bargaining unit member may be removed from a pay status pending the outcome of testing. If the testing shows no illegal drug or alcohol activity, all lost wages shall be paid.
 - (c) Only the County Manager, Human Resources Director, or Fire Chief may order random testing. Supervisors below the level of the Fire Chief are prohibited from demanding or encouraging alcohol or illegal drug testing without reasonable suspicion. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary and legal action for improper disclosure, unless such disclosure is required by law.

12.5 **Privacy**

- (a) All specimens shall be provided in the privacy of a stall or otherwise partitioned area that allows for individual privacy if appropriate and necessary. The integrity and identity of all specimens shall be assured.
- (b) All information from a bargaining unit member's illegal drug or alcohol test is considered sensitive information and only those employees, representatives, and agents of the Employer who possess the "need to know" are to be informed of test results. Disclosure of records relating to an illegal drug or alcohol test to any other person, agency, or organization is prohibited unless written authorization is obtained from the bargaining unit member, or unless disclosure is otherwise required by law.
- (c) All records pertaining to the collection or testing of illegal drugs or alcohol shall be kept by the Employer in a separate medical file. The Department shall implement procedures to prevent the unauthorized disclosure of any information pertaining to testing of any bargaining unit member for illegal drugs or alcohol.

Any results of positive testing which the Employer later determines to have been refuted shall have affixed thereto the subsequent refutation.

12.6 **Medical Review Officer**

- (a) The MRO must be provided by the laboratory or be contracted by the Employer for the purpose of interpreting laboratory results pursuant to this article, the Testing Standards and Florida law.
- (b) When confirmed positive results are reported by the Testing Laboratory, it is the responsibility of the MRO to:
 - (1) Review the tested individual's relevant history; and,
 - (2) Determine whether there is a legitimate medical explanation for the positive results, including over-the-counter medications, prescription medications, or food substances known to have falsely yielded positive results.
- (c) The MRO may request the Testing Laboratory to re-analyze the original specimen in order to verify accuracy of the reported results.
- (d) The MRO shall not convey the test results to the Employer until the MRO has made a definite determination that the submitted sample was positive or negative.

12.7 **Rehabilitative/Corrective Action**

- (a) The tested bargaining unit member shall be presented with copies of the reports from the Testing Laboratory of the specimen(s) submitted, and be afforded an opportunity to discuss the test results before any disciplinary action is imposed.
- (b) The Employer may require a bargaining unit member who has tested positive for the presence of illegal drugs or alcohol to submit to counseling, or other rehabilitative treatment as a condition of continued employment. This subsection shall not be construed to limit the Employer's right to take appropriate disciplinary action when a bargaining unit member tests positive for the presence of illegal drugs or alcohol, including but not limited to discharge from employment in accordance with Section 440.102(11)(b), Florida Statutes, or its successor in function.
- (c) Any bargaining unit member who refuses to submit to illegal drug or alcohol testing as required by this article shall be subject to discipline, up to and including discharge from employment.
- (d) A bargaining unit member whose positive test results can be substantiated by a legitimate medical explanation shall not be subject to discipline.

12.8 **Costs**

- (a) The Employer shall pay the costs of any physical examinations and tests required by this article.

- (b) Physical examinations and/or specimens will normally be obtained while the bargaining unit member is on duty. If a bargaining unit member is required to submit to examinations or testing during off-duty hours, the member shall be paid for all time required for the examination and/or testing. This provision applies to all aspects of illegal drug or alcohol testing.
- (c) The physical examinations and tests will be performed by medical personnel selected by the Employer.

12.9 **Training**

- (a) All Department personnel shall receive training on illegal drug and alcohol abuse.
- (b) The lack of such training shall not affect the validity of any “reasonable suspicion” determination.

Article 13 – Safety and Health

13.1 Safety Objectives

The Employer and the Union will cooperate in the continuing objective of limiting or eliminating safety and health hazards due to unsafe working conditions within the Employer's purview.

13.2 JOSH Committee

The Employer and the Union shall maintain a Joint Occupational Safety and Health (JOSH) Committee, which shall serve as the workplace safety committee contemplated under Section 633.522, Florida Statutes.

- (a) The voting membership of the JOSH Committee shall consist of:
 - (1) Two members of the Union appointed by its President.
 - (2) Two Employer's representatives appointed by the Fire Chief, at least one of whom shall be employed within the Division.
 - (3) One individual jointly selected by the President of the Union and the Fire Chief.
- (b) One alternate shall be selected for the Employer's representatives, as will one for the Union. The alternates may attend JOSH Committee meetings, but are only voting members in the absence of a normal representative. If either group represented fails to fill a vacancy, meetings shall continue with alternates and/or ex-officio members in place to maintain the voting quorum.
- (c) Pursuant to Section 633.522, Florida Statutes, the Employer shall compensate Union JOSH Committee members at their regular rate of pay for time actually elapsed during any JOSH Committee meeting which they may attend as voting members, not to include subcommittee business.
- (d) The Fire Chief and the Union President shall serve as ex-officio members to the JOSH Committee, and are only voting members if used as alternates.
- (e) The Union shall provide a list of its JOSH Committee representatives to the Fire Chief, as will the Fire Chief provide a list of the Management JOSH Committee representatives to the Union.
- (f) A chairperson of the JOSH Committee will be jointly selected by the members, with the representative being Union or Management on alternating years.

13.3 JOSH Committee Meetings

The JOSH Committee shall hold meetings as needed upon prior notice to all of the JOSH

Committee members and to the Division's personnel. Meetings are open to attendance by members of the Division; however, the meetings are not open forum. Division members wishing to address the JOSH Committee shall make a written request to do so to the chairperson thereof, including the specific topic and desired action. The Fire Chief shall cause minutes of each JOSH Committee meeting to be prepared, and may cause audio recordings of each such meeting to be made. The Fire Chief shall keep and maintain records of all JOSH Committee meetings, which shall include notices, agendas, minutes, any audio recordings, any documentary or other materials provided or presented to JOSH Committee members at any such meetings, any written reports, recommendations, guidelines, procedures or other documents issued by the JOSH Committee, and any written responses by the Fire Chief to matters acted upon or presented by the JOSH Committee. Such records shall be subject to inspection by the Florida Division of State Fire Marshall as provided in Section 633.522, Florida Statutes.

13.4 **JOSH Committee Activities**

The JOSH Committee shall:

- (a) Make recommendations for corrections of hazardous conditions or unsafe work methods.
- (b) Review safety practices and current procedures, including accident and illness prevention programs, and make recommendations regarding the development or improvement thereof, if appropriate.
- (c) Develop, at the request of the Fire Chief or upon the initiative of the JOSH Committee with the Fire Chief's prior approval, Standard Operating Procedures (SOPs) relating to health, safety, specifications for protective apparel, and/or equipment, suitable for protecting life and promoting employment and workplace health and safety.
- (d) Review and investigate accidents, safety-related incidents, illnesses and deaths involving personnel and/or equipment within the Division, determine errors, omissions in personnel operation, deficiencies in equipment, etc., and prepare reports regarding the same and recommendations regarding measures to minimize the recurrence thereof, if appropriate.
- (e) Review accidents not involving personnel and/or equipment within the Division, determining actions that could be used to prevent similar occurrence in Clay County.
- (f) Prepare written recommendations to the Fire Chief and Union President regarding their topic investigations, reports, projects, etc.
- (g) Evaluate changes in specifications for protective clothing, equipment, tools, appliances, and apparatus to be purchased by the Division, and issue reports to the Fire Chief and Union President concerning such changes.

- (h) Make periodic safety inspections of Division workplace facilities.
- (i) Make periodic safety inspections of Division apparatus, protective equipment, protective clothing and devices and review work methods and conditions, including training procedures.
- (j) Review and recommend updates to guidelines for the training of JOSH Committee members regarding their roles and responsibilities under subsections (b), (d) and (h), as appropriate.
- (k) Review and recommend updates to procedures for the performance by the JOSH Committee of the tasks set forth in subsections (d) and (h), as appropriate.

13.5 **Recommending Disciplinary Action**

The JOSH Committee shall NOT propose disciplinary action against individual members of the Division.

13.6 **JOSH Committee Recommendations**

- (a) Recommendations or findings of the JOSH Committee shall be addressed to the Fire Chief and Union President with target dates for implementation, and shall not be considered binding on the Employer. The Fire Chief shall, upon receipt of any JOSH Committee recommendation:
 - (1) Within fourteen days, acknowledge receipt of the recommendation to the JOSH Committee chairperson.
 - (2) Within thirty days provide a written response either accepting the recommendation or setting forth the reason(s) why implementing the recommendation(s) is either rejected or to be delayed.
- (b) The Fire Chief shall maintain written guidelines for the training of JOSH Committee members regarding their roles and responsibilities under subsections (b), (d) and (h) of Section 13.4 as recommended by the JOSH Committee. Such guidelines may be based in whole or in part upon the JOSH Committee's recommended guidelines, but any deviation therefrom and the reasons therefore shall be provided to the JOSH Committee chairperson in writing.
- (c) The provisions of subsection (a) to the contrary notwithstanding, the Fire Chief shall maintain written procedures for the performance by the JOSH Committee of the tasks set forth in subsections (d) and (h) of Section 13.4 as recommended by the JOSH Committee. Such procedures may be based in whole or in part upon the JOSH Committee's recommended procedures, but any deviation therefrom and the reasons therefore shall be provided to the JOSH Committee chairperson in writing.

13.7 **Union Duties**

With the understanding that the job responsibilities and duties of Fire/Rescue personnel are inherently dangerous by nature, the Union agrees that it will cooperate and actively pursue that its membership properly utilize issued or provided protective equipment or apparel and follow official Division SOPs. The Union agrees that willful neglect by an employee to properly utilize said equipment or to follow official Division SOPs can be the proper cause for disciplinary action.

13.8 **Mutual Goal**

The Employer and the Union have as a mutual goal the introduction into service of new and improved technology, methods and means of carrying out the responsibility of the Division, and that innovation and experimentation consistent with maximum safety is a part of this responsibility. Management will make every effort in good faith to initiate training on any new technology prior to implementation.

13.9 **Vaccinations and Screening**

The Employer will provide hepatitis “B” vaccinations (Recombivax or latest proven variant) and surface antibody screening for all bargaining unit members, at no cost, and to keep such vaccinations current. Tetanus, PPD (tuberculosis) and flu shots shall also be offered annually or as needed to each bargaining unit member, without cost to the member.

13.10 **Materials and Equipment**

- (a) All firefighting personnel shall be provided with protective clothing and equipment as follows: Helmets, gloves, bunker coat, bunker pants, boots, and protective hoods.
- (b) Each Division apparatus shall be equipped with the following equipment:
 - 1. Self contained breathing apparatus (SCBA), one for each person assigned the apparatus.
 - 2. One PASS device for each SCBA.
 - 3. One hand light for each employee assigned the apparatus.
- (c) All Division apparatus will comply with all applicable federal and state standards. All protective clothing, equipment, tools, appliances, and apparatus will meet or exceed such standards at the time of the purchase thereof.

13.11 **Status**

The bargaining unit members of the JOSH Committee, when performing the several duties described herein as a member thereof, shall be deemed to be acting in furtherance of the Employer’s business within the meaning of Section 440.11, Florida Statutes, subject to any applicable provisions thereof.

13.12 **JOSH Committee Provisions Inapplicable**

In the event a JOSH Committee is established under the Firefighter CBA under substantially the same terms and conditions as are provided in Sections 13.2 through 13.6, then Sections 13.2 through 13.6 shall not be in effect, but Section 13.11 shall apply to any bargaining unit member who is a member of the JOSH Committee established under the Firefighter CBA.

Article 14 – Probation

14.1 Purpose

The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the newly promoted or hired bargaining unit member's work, and for securing the most effective adjustment of the newly promoted or hired member to his or her position.

14.2 Promotion Probation

- (a) In the event a bargaining unit member is promoted to the rank of Battalion Chief from a rank governed under the Firefighter CBA or is initially hired at the rank of Battalion Chief, the member shall serve a probationary period of six months of continuous employment from the date of promotion or hire. Upon the expiration of the probationary period, the Fire Chief and Human Resources Director shall either approve, in writing, retention of the member in the rank, at which time the member shall be granted regular status, or disapprove retention of the member. In the event the Fire Chief and Human Resources Director disapprove or otherwise fail to approve retention, then, if promoted, the member shall automatically revert to the rank governed under the Firefighter CBA from which he or she was promoted, or, if newly hired, the member shall be separated from employment with the Employer. Any reversion in rank may be appealed through the grievance/arbitration process contained in this Agreement. However, the arbitrator may not reverse or modify the Employer's action unless he or she determines that the Employer acted arbitrarily and capriciously. Any separation from employment of any newly hired member shall be absolutely final, with no rights of appeal to any authority, including such grievance/arbitration process.
- (b) Should a bargaining unit member promoted to the rank of Battalion Chief from a rank governed under the Firefighter CBA request a voluntary demotion, upon approval by the Fire Chief, the member may voluntarily demote to the rank from which he or she was promoted. The Fire Chief's decision regarding any such voluntary demotion may be appealed through the grievance/arbitration process contained in this Agreement. However, the arbitrator may not reverse or modify the Employer's action unless he or she determines that the Employer acted arbitrarily and capriciously.

14.3 Leave

During a bargaining unit member's probationary period under Section 14.2, annual leave shall accrue to the member's benefit. A newly hired member may only use annual leave as accrued after six months of continuous employment with the Division, and sick leave as accrued after three months of continuous employment with the Division during the probationary period. The Fire Chief or designee may waive the limitations of this section for just cause.

14.4 **Discipline**

The following provisions govern the imposition of disciplinary action during the probationary period under Section 14.2:

- (a) A newly hired bargaining unit member may be reprimanded, discharged and otherwise disciplined for any proper cause except for Union activity, provided the Employer reserves the right to terminate such member's employment without cause during the probationary period. The provisions of the grievance/arbitration process shall not be available as it relates to such termination; however, the member shall have access to the grievance/arbitration process as it relates to any other matter, including discipline.
- (b) A bargaining unit member promoted from a rank governed under the Firefighter CBA may be reprimanded, discharged and otherwise disciplined for any proper cause except for Union activity, provided the Employer reserves the right to demote such member without cause during the probationary period to the rank from which he or she was promoted.

14.5 **Time Worked**

During a bargaining unit member's probationary period under Section 14.2, the member's use of any leave with pay as provided in this Agreement shall count as time worked for the purpose of fulfilling the probationary period. Leave of absence without pay, whether approved or unapproved, shall not count as time worked, and shall not be included in the calendar year calculation for the probationary period.

Article 15 – Work Hours and Overtime

15.1 Work Hours

The purpose of this article is to define hours of work, but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked, days per week, or for any other period of time, except where specifically provided herein.

15.2 Work Period

- (a) The basic work period for bargaining unit members shall consist of a fourteen day work period, and other than staff personnel as provided in Section 15.9, the tour of duty for field personnel shall be twenty-four hours on duty, followed by forty-eight hours off-duty.
- (b) Time worked by bargaining unit members assigned to field positions in an amount less than or equal to one hundred six hours in a fourteen day work period which are assigned by the Employer shall be compensated at the regular hourly rate of pay. Time worked in excess of one hundred six hours in a fourteen day work period which are assigned by the Employer shall be compensated for at one and one half times the member's regular hourly rate of pay.
- (c) Bargaining unit members assigned to field positions shall not work more than seventy-two consecutive hours without an eight hour break in service except in times of declared emergencies or except when otherwise directed by the Fire Chief in the exercise of his or her discretion.

15.3 Shift Exchanging

Should a bargaining unit member voluntarily exchange shifts with another bargaining unit member for the first member's convenience, no regular or overtime compensation will be payable to the substituting member, nor shall the hours the substituting member worked as a substitute be included by the Employer in the calculation of the hours for which the substituting member is entitled to overtime compensation. The hours worked by the substituting member shall be credited to the first member only. All shift exchanging shall be in accordance with Article 19, and the substitution must be approved by the Fire Chief or his or her designee in advance.

15.4 Rate of Pay

Rate of pay shall be calculated as provided in Articles 16 and 16A.

15.5 Overtime

Nothing in this Article shall require payment for overtime hours not worked. In calculating the amount of overtime compensation due a bargaining unit member, only the hours actually worked shall be counted. Paid holidays, Union time and paid leave shall not be included as hours worked for purposes of overtime payment, except that paid leave used specifically for the purpose of bargaining over any amendments or successor to this

Agreement, or any subject of mandatory bargaining, shall be included as hours worked for purposes of determining overtime payment; provided, the Employer and the Union shall cooperate to the fullest extent reasonably practicable to avoid or minimize the scheduling of bargaining sessions that may require the use of paid leave. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

15.6 **Overtime Assignment**

(a) Consistent with Section 6.2(b)(8) of Article 6, the decision to assign overtime is a management right. It is the responsibility of the Employer to distribute the opportunity for overtime work, via the designated automated staffing program, equally to all eligible bargaining unit members through the implementation of such policies and procedures as the Employer may deem appropriate, as may be amended from time to time in the Employer's discretion to promote the goal of equal overtime opportunity.

(b) No bargaining unit member shall authorize overtime for himself or herself but shall be entitled to overtime work only as assigned or authorized by the Fire Chief or his or her designee. The Employer has the right to schedule overtime work as needed, and in a manner most advantageous to the Employer, and may decline to fill a particular vacancy in its sole discretion, or may fill a particular vacancy in its sole discretion.

(c) Any bargaining unit member assigned to a 24 hour shift position who does not have a relief present at shift change shall so advise the appropriate supervisor.

(d) If any bargaining unit member is instructed or required to hold over for relief, he or she shall receive thirty minutes pay; if that time exceeds thirty minutes, he or she shall receive one hour's pay; if that time exceeds one hour, he or she shall be compensated at intervals of fifteen minutes.

(e) Any bargaining unit member called back to work after having been relieved and having left the assigned workstation, or called in before his regular scheduled work time shall be paid the actual time worked at their hourly rate for a minimum of two (2) hours pay. Any bargaining unit member who accepts or is mandated an extra duty assignment that is cancelled or reduced in time within four (4) hours prior to the start time shall be paid at their hourly rate for a minimum of two (2) hours pay.

15.7 **Reporting Requirements**

All bargaining unit members shall be required to report to work on time, shall not leave their job early unless properly relieved, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

15.8 **Assignment Changes**

Bargaining unit members covered by this Agreement shall be given notice during their previous shift of any change in their regular hours of work, work period, tour of duty, or work shift, unless an unscheduled absence by another employee or an emergency necessitates lesser notice.

15.9 **Staff Personnel**

Bargaining unit members assigned to staff positions such as Training, Fire Prevention/Inspections and other support or supervisory positions on a full-time basis shall continue their present 40-hour work week.

15.10 **Emergency Mobilization Portal to Portal Pay**

All time a bargaining unit member is away from the County and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response, shall be compensable as work time.

15.11 **Mandatory Overtime**

(a) 24 Hour Shift Personnel

Under non-emergency conditions, each bargaining unit member assigned to a 24hour shift shall be subject to being summoned for mandatory overtime to fill a 24 hour shift vacancy. Mandatory overtime shall be assigned via the automated staffing program, through the implementation of such policies and procedures as the Employer deems appropriate, as may be amended from time to time in the Employer's discretion. Such policies and procedures shall be designed to ensure that eligible bargaining unit members share the burden of mandatory overtime on an equal basis to the extent reasonably practicable.

(b) Exemption

(1) If a particular assignment of mandatory overtime to a bargaining unit member is for a shift falling within a period commencing 48 hours immediately preceding and ending 48 hours immediately following a regular shift for the member with respect to which the member had a scheduled leave or an exchange then the member may submit a written request to the Fire Chief or the Fire Chief's designee to be excused from such assignment.

(2) The request must be submitted within 24 hours of receiving the mandatory assignment, and must include such details and documentation as will enable the Fire Chief or the Fire Chief's designee to make an informed decision. The request may be granted upon showing of substantial hardship, to the member if relief is denied, but not for mere inconvenience.

(3) By the way of example, only the substantial hardship may include a showing that prior to the mandatory assignment the member had

scheduled an activity during the mandatory overtime shift that cannot be rescheduled without financial loss, substantial delay or material inconvenienced to the member or his or her family.

(4) The purpose of this subsection is not to create a right on the part of the member to the relief sought hereunder; rather, the purpose is to provide a means by which the member may seek such relief. Accordingly, any decision to grant or deny the request shall be at the sole discretion of the Fire Chief or the Fire Chief's designee, and shall not be subject to grievance or arbitration under this agreement.

(5) In the event the Department responds to any request for assistance beyond the Department's established response area, or in the event of a declared emergency condition, all bargaining unit members shall be subject to being summoned for mandatory overtime without any limitations set forth in this article.

(6) Failure to report for duly assigned mandatory overtime without being excused from responding by the Fire Chief or the Fire Chief's designee or providing an approved replacement may result in discipline action.

Article 16 – Wages

16.1 Pay Plan

- (a) For purposes of this section, the Pay Plan means the pay plan set forth in Section 16.7.
- (b) No bargaining unit member shall be paid at a wage rate greater than the maximum or less than the minimum established for the member's classification as set forth in the pay plan.
- (c) On the effective date of this Agreement, each bargaining unit member shall be paid the hourly rate reflected in the applicable matrix of the pay plan for the member's current rank and stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter.
- (d) Each bargaining unit member who is hired on or after the effective date of this Agreement shall be paid the hourly rate reflected in the applicable matrix of the pay plan at Stage 1, and shall be deemed for purposes of the pay plan to have 8 years of service.
- (e) When a bargaining unit member is promoted to the rank of Battalion Chief after the effective date of this Agreement, the member's pay shall be the amount reflected in the matrix of the pay plan for the stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter, effective the first full pay period immediately following the date of promotion.
- (f) Effective the first full pay period immediately following the anniversary of the date that a bargaining unit member commenced employment with the Employer working in the capacity of a firefighter, the hourly rate for such member shall be adjusted to the amount reflected in the applicable matrix of the pay plan for the member's rank and the stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter if such years of service advances the member to the next stage in the matrix, unless such amount is less than the member's Initial hourly rate.
- (g) No adjustments shall be made to any bargaining unit member's pay after September 30, 2027.

16.2 Direct Deposit

All bargaining unit members shall have the member's paycheck delivered by direct deposit to any banking or other financial institution providing savings or checking account services on the payday applicable to the paycheck. Any exemption from direct deposit must be requested by the member to the Fire Chief and include justification for such request. Exemption requests will be considered on a case by case basis.

16.3 **Working out of Classification**

- (a) A bargaining unit member not on probation who has been temporarily assigned by the Fire Chief or designee to perform the duties of a position or rank above Battalion Chief shall receive an increase in the member's pay of 10% for all timed worked under the temporary assignment.
- (b) The temporary assignment of a bargaining unit member to a lower paying classification shall not result in the reduction of such member's pay.

16.4 **Notification of Discrepancies**

The Employer agrees to promptly notify the Union President of any discrepancies between the amounts contemplated in this Article, and the amounts currently on file, while implementing this Article.

16.5 **Pay Rate Adjustment on Reassignment for Limited Duty**

- (a) Whenever a member of the bargaining unit is reassigned from a 24 hour shift position to a communications position or to a 40 hour work week (based on 2,080 annual hours), the member's current hourly rate shall be adjusted as follows to derive the member's hourly base rate:

Field hourly rate plus allowances times 2912 times 1.05, divided by 2080.

- (b) With regard to any Holiday Leave hours earned and accrued prior to a reassignment under subsection (a) for which the member ultimately receives payment under Section 17.4, such payment shall be calculated based upon the member's hourly rate of pay in effect immediately prior to the transfer.
- (c) Any incentive pay the member was receiving prior to a reassignment shall continue to be paid to the member so long as the member remains qualified to receive the same.
- (d) Upon being reassigned back to a 24 hour shift position, a member of the bargaining unit transferred under subsection (a) shall be placed back into their applicable position in the pay matrix in accordance with their rank and years of service.
- (e) Whenever a member of the bargaining unit is demoted by order of the Fire Chief to a rank governed under the Firefighter CBA, the member's hourly rate shall be adjusted to the amount therefor reflected in the applicable matrix of the Pay Plan provided in the Firefighter CBA for the member's new rank and the stage corresponding to the member's years of service with the Employer working in the capacity of a firefighter.

16.6 **Florida Supplemental Compensation**

Every bargaining unit member who meets the definition of firefighter as set forth in Section 633.102(9), Florida Statutes, who is certified in compliance with Section 633.408, Florida Statutes, shall be entitled to supplemental compensation when such bargaining unit

member has complied with one of the following criteria, following the initial date of certification of eligibility by the Division of State Fire Marshal:

1. Any such bargaining unit member who receives an applicable associate degree from an accredited college as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance shall receive additional compensation in accordance with the amount identified in Florida Statutes, prorated per pay period.

2. Any such bargaining unit member who receives an applicable bachelor’s degree from an accredited college or university as outlined in policy guidelines of the Division of State Fire Marshal of the Department of Insurance shall receive additional compensation in accordance with the amount identified in Florida Statutes, prorated per pay period.

No bargaining unit member shall receive supplemental compensation under the provisions of more than one of subsection 1. or 2. above at any one time. Such supplemental compensation shall not be reflected in the member’s hourly rate of pay.

16.7 Pay Plan

The Pay Plan shall be as set forth in the following matrices:

The wage rates illustrated below shall be adjusted by the following rates in each of the three years of this Agreement:

- FY 2024-2025 10%
- FY 2025-2026 8%
- FY 2026-2027 6%

Fiscal Year 2023-24		Fiscal Year 2024-25 10%	
Years of Service	Hourly Rate	Years of Service	Hourly Rate
8	\$ 30.4018	8	\$33.4420
9	\$ 31.0098	9	\$34.1108
10	\$ 31.7851	10	\$34.9636
12	\$ 32.5797	12	\$35.8377
14	\$ 33.3942	14	\$36.7336
16	\$ 34.2291	16	\$37.6520
18	\$ 35.2559	18	\$38.7815
20	\$ 36.3135	20	\$39.9449
22	\$ 37.4030	22	\$41.1433
24	\$ 38.5251	24	\$42.3776

Fiscal Year 2025-26 8%		Fiscal Year 2026-27 6%	
Years of Service	Hourly Rate	Years of Service	Hourly Rate
8	\$36.1173	8	\$38.2844
9	\$36.8397	9	\$39.0501
10	\$37.7607	10	\$40.0263
12	\$38.7047	12	\$41.0270
14	\$39.6723	14	\$42.0527
16	\$40.6641	16	\$43.1040
18	\$41.8841	18	\$44.3971
20	\$43.1405	20	\$45.7289
22	\$44.4348	22	\$47.1009
24	\$45.7678	24	\$48.5139

Article 16 A– Incentives

16A.1 Payment of Incentive and Assignment Pay

Incentive Pay and Assignment Pay will begin the effective date that the bargaining unit member is approved for the incentive or scheduled for the assignment by the Fire Chief. All incentive pay and assignment pay will be paid on an hourly basis .

16A.2 Special Operations/Haz-Mat

A bargaining unit member designated and assigned duties by the Fire Chief as a Special Operations and/or Hazardous-Materials Responder shall be entitled to the Special Operations Responder Incentive of \$.60 per hour for each designation. The Fire Chief shall have the discretion to determine the number of Special Operations and/or Haz-Mat Responders required. Retention of the Special Operations Responder and/or Haz-Mat designation and the associated incentive are at the discretion of the Fire Chief and are not subject to grievance. There shall be no requirement to continue the incentive when a bargaining unit member is no longer assigned as a Special Operations and/or Haz-Mat Responder.

16A.3 Fire Safety Inspector

A bargaining unit member with a current certification as a fire safety inspector from the State Fire Marshal’s Office who is designated and assigned duties by the Fire Chief as a fire safety inspector shall be entitled to Fire Safety Inspector Incentive Pay of \$.60 per hour. The Fire Chief shall have the discretion to determine the number of fire safety inspectors required. Retention of the fire safety inspector designation and the associated incentive are at the discretion of the Fire Chief and are not subject to grievance. There shall be no requirement to continue the incentive when a bargaining unit member is no longer assigned as a fire safety inspector.

16A.4 Paramedic

A bargaining unit member who possesses and maintains a State of Florida Paramedic Certification shall be entitled to a Paramedic Incentive as follows:

FY 2024-2025	\$4.00 per hour
FY 2025-2026	\$4.50 per hour
FY 2026-2027	\$5.00 per hour

The bargaining unit member must obtain and thereafter maintain approval by the Medical Director of his or her designation as a Paramedic to continue to qualify for the incentive. If a bargaining unit member is no longer designated as a Paramedic by the Medical Director, such member will no longer qualify for the Paramedic Incentive.

16A.5 Incident Safety Officer

A bargaining unit member who is certified as a Florida Incident Safety Officer shall be entitled to an incentive of \$.60 per hour.

16A.6 Paid on Call

A bargaining unit member who is assigned “on call” status by the Fire Chief or his designee, and has been placed on the Department’s schedule as such, shall be paid a fee of one dollar (\$1.00) per hour for each day the bargaining unit member is subject to calls for service.

16A.7 Special Assignment

A bargaining unit member promoted or assigned to a special assignment (such as Training, Fire Prevention/Inspections, and other support or supervisory positions) that shifts from 24/7 to a forty (40) hour per week schedule on a fulltime basis shall receive a wage rate adjustment of eight percent (8%) above their base pay as recommended by the Fire Chief. The differential pay shall not be applicable to a bargaining unit member temporarily assigned to an alternative schedule including transitional, restricted, or limited duty positions. In the event a differential is approved, the differential applies only while in the full-time special assignment (such as Training, Fire Prevention/Inspections, and other support or supervisory positions).

The calculation for converting to a Special Assignment, on a 40 hour per week schedule, is as follows:

Field hourly rate plus allowances times 2912 times 1.08, divided by 2080.

Article 17 – Holidays

17.1 Observed Holidays

For purposes of this Agreement, the term “Holiday” shall refer only to the date on which the holiday occurs for shift employees, and as designated by the Board of County Commissioners for 40 hour per week employees. Each of the following twelve days is recognized as a holiday (referred to herein as a “Holiday”) under the terms of this Agreement to be observed on the date specified by the Board of County Commissioners:

New Year’s Day
Birthday of Martin Luther King, Jr.
President’s Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Veteran’s Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day

17.2 Accrual Rate

Each member of the bargaining unit regularly assigned to work a twenty-four-hour shift shall earn leave (referred to herein as “Holiday Leave”) at the rate of twenty-four hours for each Holiday for which each of the accrual conditions set forth in Section 17.3 has been satisfied.

17.3 Accrual Conditions

In order for a member of the bargaining unit to earn Holiday Leave with respect to any Holiday, each of the following conditions must have been satisfied:

- (a) The member must have worked the member’s last scheduled working day immediately prior to the observed Holiday, or on such working day have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician’s certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.
- (b) If the member was scheduled to work on the date on which the Holiday was observed, then on said date the member must either have worked or have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician’s certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.

- (c) The member must have worked the member's first scheduled working day immediately following the observed Holiday, or on such working day have been on approved annual leave, Holiday Leave, military leave, sick leave substantiated by a physician's certificate if requested by the Fire Chief, or condolence leave, or have been absent from duty because of an injury suffered in the line of duty, or have had another member work in his or her place through shift exchanging.

17.4 **Holiday Leave Compensation or Utilization**

For purposes of this Article, each Holiday shall commence at 0800 on the date the Holiday is observed, and continue for twenty-four uninterrupted hours.

- (a) As Holiday Leave is earned, each member of the bargaining unit may elect to be compensated for the same during any pay period of the member's choice occurring within the same fiscal year that the Holiday is observed. by so indicating on the member's time sheet, or to accrue the same within such year. No member shall be compensated for any Holiday Leave which has not been accrued. All Holiday Leave compensation shall be paid out in increments of twenty-four hours.
- (b) A member's election either to be compensated for Holiday Leave earned with respect to a particular Holiday or to accrue such Holiday Leave shall be evidenced on the member's time sheet for the pay period in which said Holiday is observed; provided, should the member decline or otherwise fail to evidence the member's election as provided in subsection (a), then the member shall be deemed to have elected to accrue such Holiday Leave within such fiscal year as opposed to being compensated for such Holiday Leave.
- (c) Accrued Holiday Leave may be utilized by a member in the same manner and subject to the same conditions as is provided in Article 27 for annual leave; provided, in the event any accrued Holiday Leave is not utilized by a member prior to the September 30 of the Employer's fiscal year during which the same was earned, then the member shall receive compensation therefor in the member's pay for first full pay period immediately following said September 30, and such accrued but not utilized Holiday Leave shall not be carried forward into any succeeding fiscal year.
- (d) Holiday Leave compensation shall be based upon a member's non-overtime Hourly Rate of Regular Pay provided in Article 16 and in effect at the time payment is made.

17.5 **Shift Exchanging**

Shift exchanging is permitted on any Holiday in accordance with Article 19.

17.6 **Staff Personnel**

Any other provisions of this Agreement to the contrary notwithstanding, staff personnel assigned to a 40 hour work week, shall not earn or accrue Holiday Leave under Section

17.2 or receive compensation under Section 17.4. Rather, such staff personnel shall receive time off and compensation for each Holiday. If such staff personnel are required to work on any designated holiday, they shall be given another day off in that same work week, or be paid for the holiday and for the hours worked on the holiday at their regular hourly rate. If staff personnel work on the holiday, only the hours worked will be counted toward the calculation of overtime for that work week, not the holiday hours.

17.7 **Annual Leave**

Subject to the limits provided in Article 27, a member of the bargaining unit who is scheduled to work on the date on which a Holiday is observed shall be permitted to use accrued annual leave upon approval by the Fire Chief.

Article 18 – Workers Compensation

18.1 Injury-in-the-Line-of-Duty Pay

Any bargaining unit member who sustains a temporary disability as a result of accidental injury or acquired illness or exposure in the course and scope of employment with the Employer shall, at the member's option, be entitled to receive "injury-in-the-line-of-duty" pay at the member's applicable Hourly Rate of Regular Pay, reduced by the amount of worker's compensation benefits received by the employee by reason of such temporary disability for wages lost during the same period, when absent from duty because of such temporary disability. The member's applicable Hourly Rate of Regular Pay shall be calculated in accordance with Section 16.7. Injury-in-the-line-of-duty pay shall be subject to the following limitations and conditions:

- (a) Duration: The period during which injury-in-the-line-of-duty pay shall accrue shall not exceed ten working days per fiscal year for any such injury; provided, the Employer may, in its sole discretion and with a concurring medical opinion, which discretion shall not be subject to contest or arbitration, continue paying the "injury-in-the-line-of-duty" pay for additional incremental periods of up to ten working days.
- (b) Claims: The temporarily disabled bargaining unit member must file a claim for worker's compensation lost wages benefits in the manner prescribed in Chapter 440, Florida Statutes. The Fire Chief and the Risk Manager may approve such claim for "injury-in-the-line-of-duty" pay when satisfied that the claim correctly states the facts and that such claim is entitled to payment.

18.2 Misconduct

Injury-in-the-line-of-duty pay shall not be paid for any temporary disability incurred as a result of a bargaining unit member's misconduct. Member misconduct includes any of the following:

- (a) Failure to be drug and alcohol free in accordance with the provisions of Article 12 of this Agreement (Drug and Alcohol Abuse Policy), and, if the Employer is not self-insured for workers compensation coverage, in accordance with Section 440.102, Florida Statutes, and any rules promulgated thereunder, to the extent that said statute or rules may be applicable.
- (b) Failure to utilize a member's personal protective equipment that has been provided to the member by the Employer for utilization as a condition of employment, or that has been supplied by the member and approved by the Employer for utilization as a condition of employment.
- (c) Failure of the member to follow or observe any applicable Standard Operating Procedure, safety rules, regulations, and safe work practices that have been brought

to the knowledge of the member through training by the Employer.

The Employer shall not discharge, threaten to be discharge, intimidate, or coerce any bargaining unit member by reason of such member's valid claim for compensation or attempt to claim compensation under the Worker's Compensation Law.

18.3 **Periodic Examination**

- (a) Any bargaining unit member injured in the line of duty shall be examined not less than every ten working days by a physician selected by the Employer.
- (b) The physician shall determine whether the member is able to return to work.
- (c) An injured member employee shall have the right to prompt and proper medical care.
- (d) Should the member fail to keep a scheduled appointment with the physician or otherwise comply with this medical examination schedule, the Employer will have the right to immediately terminate injury-in-the-line-of-duty pay. If the member needs to re-schedule an appointment, the member shall contact the Fire Chief or the Fire Chief's designee for approval. This will be limited to one time and if approved the Fire Chief will notify the third party administrator if the Employer is self-insured.

18.4 **Ineligibility**

When a bargaining unit member becomes ineligible to receive injury-in-the-line-of-duty pay, his or her right to compensation shall be governed by the provisions of the Worker's Compensation Laws of the State of Florida, if any.

18.5 **Litigation**

If a bargaining unit member brings litigation or administrative action under the Worker's Compensation Law or any other causes of action while receiving injury-in-the-line-of-duty pay under this Article, the Employer shall have the right to immediately terminate injury-in-the-line-of-duty pay.

18.6 **Temporary Reassignment**

- (a) When a bargaining unit member sustains a temporary disability as a result of accidental injury or acquired illness or exposure in the course and scope of employment with the Employer, he or she shall, for purposes of this Article, be automatically placed on a five day, forty hour work week, commencing at 0800 on the day following the date that the temporary disability was sustained or diagnosed.
- (b) When released by the physician for light duty, the member shall remain on a five day, forty hour work week and may be temporarily reassigned to such other duties as the Employer may have available, commensurate with medical and mental

fitness, until the physician releases the member to return to his or her regular, fulltime duties.

- (c) With the exception of staff personnel identified under Section 15.9, the Hourly Rate of Regular Pay for any bargaining unit member placed on a five day, forty hour work week under this article shall be calculated according to the formula set forth in Section 16.5 of Article 16.
- (d) With regard to the Return to Work and Light Duty Assignments policy approved by the Employer's Board of County Commissioners as of June 10, 2008, as the same may be amended from time to time, the Employer agrees to permit members meeting maximum medical improvement (MMI) an opportunity to apply for open positions within the county, at the advertised pay rate, provided they meet minimum qualifications and abilities, prior to being released or terminated.

18.7 **Forms**

Notice of Injury forms (DWC-1) and Occupational Exposure forms shall be available at each working location.

Article 19 – Shift Exchanging

19.1 **General**

A bargaining unit member covered by this Agreement may substitute for another member, provided that the substitution is approved in accordance with Departmental policy.

- (a) Under no circumstances shall remuneration be tendered from one member to another in exchange for time worked.
- (b) This article shall not provide an increase or decrease in compensation for any position worked.

Article 20 – Educational Incentive

20.1 Purpose

The purpose of this article is to improve the level of service provided to the public, by encouraging each bargaining unit member to obtain additional education and training that will improve the member's efficiency, performance and effectiveness in his or her present position, and prepare the member for enhanced responsibilities.

20.2 Educational Expense Reimbursement

Applications for reimbursement must be pre-approved by the Fire Chief and must include written proof that the bargaining unit member incurred the fees and/or costs and satisfactorily completed the approved program.

The Employer shall reimburse all or part of any educational expenses for satisfactory completion of formal academic course-work at an Employer-approved educational institution, leading to an associate, bachelor, master, or doctorate degree in the following skill areas: Public Safety Telecommunications, Paramedic, Firefighting, EMS, or other closely related educational programs, such expenses may include the cost of tuition, any fees charged and specifically associated with any approved course, textbooks, labs, and online courses, with a maximum reimbursement of up to \$2,500.00 per bargaining unit member per fiscal year, subject to the availability of funds budgeted therefor with no obligation on the part of the Employer to budget or maintain any level of funds available therefor. Satisfactory completion includes the letter grade A, B or C, "Pass", "Complete", and "Satisfactory." There shall be no payment in advance of course completion. The member may be responsible for travel.

If a bargaining unit member has been directed by the Fire Chief to attend any educational or training program, all expenses associated therewith including tuition, registration fees, textbooks, and lab fees shall be paid for by the Employer, and such expenses shall not be limited to the \$2,500 cap provided above. The employer shall be responsible for travel.

If a bargaining unit member wishes to attend an educational or training program, upon approval by the Fire Chief, expenses associated therewith including tuition, registration fees, textbooks, and lab fees may be paid for by the Employer, and such expenses may not be limited to the \$2,500 cap provided above. The member may be responsible for travel.

20.3 Eligibility

All bargaining unit members shall be eligible for educational reimbursement in accordance with Section 20.2.

20.4 Non-degree Courses

Any non-degree courses shall be considered for approval on individual bases by the Fire Chief and the Human Resources Director if they determine that the same is applicable and beneficial to the Employer. Such courses shall include, but are not limited to, seminars, workshops, symposiums and conferences.

20.5 **Prior Approval Required**

All courses, workshops, seminars, etc., must be approved prior to enrollment in a specific educational program in order to be eligible for reimbursement. The Employer will provide notification whether such program is approved in a given case within ten business days following the bargaining unit member's request therefor.

20.6 **Time-worked Rules**

No voluntarily pursued degree course-work taken by a bargaining unit member shall be considered as "time-worked"; provided, if instruction for a course is provided at a member's work station, the member may attend classes therefor while on-duty so long as the member performs his or her normal work-related duties, both emergency and non-emergency, and such class time shall be considered "time-worked"; provided further, the Employer shall have no responsibility to assist the member in making up any class time missed by the member for any reason, including but not limited to performance of normal work-related duties. The Employer will endeavor to approve shift exchanges as provided for by Departmental policy when proposed to accommodate a member's schedule for approved course-work. If the member has been directed by the Fire Chief to attend any educational or training program, time spent taking such mandated courses shall be included as "time-worked."

20.7 **Repayment Circumstances**

In the event the Employer has either directed a bargaining unit member to attend a course of study and has paid the cost thereof, or has approved a member's request to attend a course of study at the Employer's expense and has paid the cost thereof, and the member either drops out of the course or fails to receive a grade as provided in Section 20.2, then the member must promptly reimburse the Employer for all costs incurred by the Employer for the course. Should the member fail to reimburse the Employer within thirty days following demand therefor, the Employer may deduct the cost from any compensation payable by the Employer to the member.

20.8 **Certification and Recertification**

- (a) Each training session or course provided by the Employer will be scheduled during two separate shifts so as to allow each bargaining unit member an opportunity to attend one or the other while off duty from his or her regularly assigned shift. During each period that a particular ACLS or BLS, emergency medical technician or paramedic certification is in effect, the Employer will provide enough training and course opportunities for each member to timely satisfy all of the training and education requirements for recertification thereof. Members will be allowed to attend such scheduled classes while on duty when available.
- (b) For paramedic and/or emergency medical technical re-certification, the Employer shall provide the required training to bargaining unit members to maintain the required ACLS, BLS and CEU's for Paramedic and EMT re-certification and shall reimburse or provide 100% of the cost for renewal of such re-certification.

20.9 **Repayment upon Termination**

A bargaining unit member who has received educational expense reimbursement for any course under this article shall repay the Employer the total amount thereof if the member voluntarily or involuntarily terminates employment with the Employer, excluding retirement under the FRS pension plan, within two years of receiving reimbursement, unless the bargaining unit member was directed by the Fire Chief to attend such course. At the Employer's option such amount may be deducted from any compensation payable by the Employer to the member to the extent permitted by law.

Article 21 – Prevailing Rights

21.1 Insurance Coverage

Health and life insurance shall be provided or made available, as the case may be, to the members of the bargaining unit by the Employer as follows:

- (a) The Employer may elect to be self-insured with respect to health insurance for its employees, including the members of the bargaining unit.
- (b) Notwithstanding subsection (d) hereof, life insurance, at the Employer's expense, shall provide a death benefit of not less than \$20,000.00, insuring the life of each member of the bargaining unit.
- (c) The insurance benefits and opportunities provided to members of the bargaining unit shall not be less than those benefits and opportunities provided to other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party, and the monetary contributions of bargaining unit members shall not be more than those required of other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.
- (d) Except as provided in subsections (b) and (e) hereof, the Employer reserves the right to add to, subtract from, modify, continue or discontinue any rights, privileges, benefits, opportunities, or coverages presently or hereafter available to members of the bargaining unit with respect to health and life insurance, at its sole discretion without being required to bargain over the same; provided that the same is simultaneously made to apply to all other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.
- (e) The Employer will continue to provide covered employees with insurance plans providing benefits comparable to those currently in effect as the effective date of this Agreement. A member of the bargaining unit shall not be required to pay more per month towards the cost of single, spouse or family coverage than is required of other County employees not within the scope of this Agreement or any other collective bargaining agreement to which the Employer is a party.
- (f) Any other provisions of this Agreement to the contrary notwithstanding, in addition to its reopener rights under Section 28.2, the Employer shall have the right at any time to reopen this Section 21.1 for further negotiations by demanding immediate bargaining with regard to the same, and the Union must promptly comply. Such bargaining shall be subject fully to the provisions and processes of Part II of Chapter 447, Florida Statutes.
- (g) The County agrees to provide IAFF Local 3362 with one representative slot (one

individual on behalf of both the Rank and File and Battalion Chief units) on the County's Benefits Committee.

21.2 **Off-Duty Hours**

- (a) Except as provided hereinafter, the off-duty hours of each member of the bargaining unit shall be such member's own time to govern as he or she desires, so far as it does not discredit the Employer or interfere with such member's regular duty schedule.
- (b) It is understood that members of the bargaining unit may be called back to duty in the event of a major fire, disaster, or mandatory overtime and if so called shall immediately respond as directed, regardless of whether the member is on the job or scheduled to work at other employment. To ensure availability and loyalty to the Employer in the event of recall, the members of the bargaining unit working outside employment agree to furnish the name, address, and telephone number of such employment to the Employer.
- (c) Members of the bargaining unit shall be permitted to work for another governmental employer as a Firefighter, EMT, or Paramedic; provided, this employment shall be limited to working strictly on a part-time basis. This subsection shall not apply to any member of the bargaining unit working for any United States (Navy, Army, Air Force, Marine Corps, Coast Guard) Reserve Unit or Florida National Guard unit at any time.

21.3 **Anti-Nepotism**

The Employer shall not implement an anti-nepotism policy applicable to the members of the bargaining unit stricter than that provided in Section 112.3135, Florida Statutes.

21.4 **Political Activities**

- (a) The Employer believes it to be in the public interest and of governmental benefit to remove career employees from the area of partisan political activity. Florida law imposes certain restrictions on the political activities of state, county, and municipal officers and employees. All Division employees are permitted to hold membership in and support a political party, or maintain neutrality. During off-duty hours, members of the bargaining unit may undertake active political roles, attend meetings, support candidates, and work in campaigns. Members of the bargaining unit shall be allowed to engage in the full range of political activities guaranteed to all citizens while off-duty and not in the uniform of the Division. Members shall not demonstrate or conduct political activities at any Division workstation. In no event shall members of the bargaining unit utilize materials or property owned or leased by the Employer for the production of political materials.
- (b) During a primary, general, or special election, a member of the bargaining unit who is a registered voter and whose hours of work do not allow sufficient time for voting

shall be allowed necessary time off with pay for this purpose. Where polls are open two hours before or two hours after the member's work period, such shall be considered sufficient time for voting.

- (c) Notwithstanding subsection (a) hereof, all members of the bargaining unit shall comply with the requirements of Section 1.02 of the Clay County Personnel Policies Manual.

Article 22 – Rank Structure

22.1 Job Description

The Employer shall author an appropriate job description for the rank of Battalion Chief commensurate with the present duties. This rank shall be a part of the chain of command within the Division, with Captains reporting directly to Battalion Chiefs; provided, the Department Head, or authorized career designee, shall have and retain the authority to give specific direction to or otherwise command each member of the bargaining unit without regard to rank or assignment. Should the Employer, in exercising its management right, desire to change the job description in a way that materially impacts wages, hours, and/or terms or conditions of employment, then the Union will be notified and, upon timely request by the Union, the impact of the change(s) shall be bargained prior to implementation.

22.2 Vacancies in Ranking Positions

When a vacancy occurs in the Battalion Chief rank that the Employer elects to fill, and a promotional list therefor established under the Firefighter CBA has not yet been established, or has been expended, the Fire Chief may appoint a Division employee who is a member of the bargaining unit governed under the Firefighter CBA to the open position on a temporary basis, not to exceed one hundred and eighty days, or until the exam process is completed, whichever occurs first. After one hundred and eighty days, a permanent replacement shall be appointed in accordance with this article. When a vacancy occurs that the Employer elects to fill, a temporary replacement shall be named from an existing list of eligible candidates established under the Firefighter CBA within fifteen calendar days.

22.3 Eligibility

To be eligible to serve in the rank of Battalion Chief a candidate must meet the current job description established by the Employer's Board of County Commissioners therefor.

Article 23 – Stress Management

23.1 Employee Assistance Program

The Employer agrees to provide and maintain an Employee Assistance Program (EAP). Counseling shall be available to Bargaining unit members and their immediate family. Initial evaluation and short term counseling (4 to 6 visits) shall be provided at no cost to the member or family member. If the nature of the problem requires further treatment, the member will be referred to resources that are either free, covered by insurance, or based on the member's ability to pay. The contents of any counseling sessions shall be strictly confidential.

Article 24 – Layoff

24.1 Layoff

- (a) In the event that the Employer decides that layoffs become necessary, bargaining unit members shall be queried to ascertain if anyone desires to revert to the previously held position prior to promotion. If no one comes forward, selection among the members shall be based on superiority in rank within the Battalion Chief classification with the person with the least superiority in rank being selected first. Selected members shall be offered the previously held position prior to promotion.
- (b) If there is a tie in superiority in rank, the bargaining unit members will be selected based on test scores, with the lowest test score being selected first. Selected members shall be offered the previously held position prior to promotion.
- (c) If there is a tie in superiority in rank and in test scores, the selection will be based on seniority with the least senior bargaining unit member being selected first. Selected members shall be offered the previously held position prior to promotion.
- (d) Time earned in accordance with Article 2.4 by a bargaining unit member electing to accept the previously held position prior to promotion, as described in subsections (a), (b) and (c), shall count cumulatively with prior time earned in the previously held position prior to promotion, to determine the member's then current "superiority in rank" in the newly demoted position.
- (e) The compensation of a bargaining unit member demoted due to a reduction in work force shall adjusted to the hourly rate for the appropriate stage of the Pay Plan under the Firefighter CBA of the new rank. Future increases in pay will be governed under the Firefighter CBA then in effect.
- (f) A bargaining unit member demoted due to a reduction in work force shall not have to retest for the member's previously held rank, but shall be placed on the top of an eligibility list which will have a four year duration from the date of demotion.
- (g) A bargaining unit member demoted due to a reduction in work force shall be restored to the member's previously held rank as soon as a position becomes available due to attrition or any other increase in work force by using the reverse of the process by which the member was selected for demotion, with the member having most superiority in rank being restored first, the member having the lowest test score second, and the member having the least seniority third.
- (h) The hourly rate, as defined in Article 16, of a bargaining unit member restored to rank under subsection (g) shall be the amount reflected in the matrix of the Pay Plan in Article 16 for the stage corresponding to the member's years of service.

24.2 **Layoff Notification**

The Employer shall notify the Union President of an impending lay-off prior to the actual reduction in force.

Article 25 – Physical Fitness

25.1 General Provisions

The Union recognizes the importance of a physical fitness/wellness program, and shall allow the Employer to determine if and when such a program is established within the Division. In the event such a program is initiated, the following requirements shall be met:

- (a) No bargaining unit member shall be disciplined for failing to comply with any requirements, as long as the member is actively participating. Such participation shall be based upon the member's current fitness and general health. It is recommended that any program initiated in the future be custom tailored for each member, based on that member's general health, fitness, and goal.
- (b) Any such program instituted shall apply equally to all members of the bargaining unit.
- (c) Each bargaining unit member shall receive a medical examination provided by the Employer, prior to the implementation of a physical fitness program. The medical doctor shall not be the medical director.

25.2 Injuries

Injuries suffered as a result of physical fitness, as part of a Division-sponsored program, shall be considered a line of duty injury and covered under the provisions of Article 18.

25.3 Diet and Nutrition

Any program established under Section 25.1 shall include professional training on proper diet and nutrition.

Article 26 – Uniforms

26.1 General Provisions

Except as provided in Section 26.7 and the approved uniform variants, as detailed in the Departmental Uniform Policy, and available to be worn by the bargaining unit members at their cost, all uniforms, protective clothing, and protective devices required of members employees in the performance of their duties, shall be furnished without cost to them by the Employer.

26.2 Uniform Issuance

The Employer shall furnish the following uniform items to each employee at no cost to the employee:

- 1 - Class A uniform
- 4 – Class C uniform pants
- 4 – Class C uniform shirts
- 1 – winter jacket
- 1 – black leather uniform belt

It will not be necessary to re-issue any items which have already been provided to the member. Those items which have already been provided to the member will be subject to Section 26.4. In consideration of the foregoing, bargaining unit members shall wear or use said uniforms only for official Division business, and to maintain, clean, and shall maintain, clean and repair the same to the extent possible on a regular basis.

26.3 Reissue

Uniform items no longer usable shall be returned to Logistics for immediate replacement. An article of uniform clothing shall be deemed not usable if it is torn, faded, does not fit properly, stained, or potentially infected. All infected clothing shall be placed in a red or yellow bag appropriately marked and sent to Logistics for replacement or cleaning. Replacement shall be on an item by item basis.

26.4 Dress Standards

Approved Departmental Dress Standards shall be set forth in the Uniform Policy established by the Fire Chief. The Uniform Policy shall be subject to revision from time to time, as determined by the Fire Chief, and may be deviated from only as directed by the Fire Chief or designee.

26.5 New Articles

New articles of uniform clothing shall be provided by the Employer prior to a mandate that they be worn.

26.6 Return of Uniforms upon Separation

Upon separation from employment with the Department, whether voluntary or otherwise, each bargaining unit member will return all Department-issued uniform items received by

the member during the member's employment with the Department. Such items shall be returned to Logistics within five (5) calendar days from the member's last date of employment with the Department.

26.7 **Clothing, Equipment and Maintenance Allowance**

Each bargaining unit member may be reimbursed for up to \$350.00 per fiscal year for approved uniform footwear. Prior to any purchase, each bargaining unit member shall be responsible for obtaining reimbursement approval from the Fire Chief or his or her designee for the footwear. After any purchase, it is the responsibility of the bargaining unit member to provide proper documentation for reimbursement. With respect to maintenance, each bargaining unit member shall follow the Employer's approved process. Neither the allowance nor reimbursement shall be reflected as an adjustment to the member's Current Hourly Rate of Regular Pay under Article 16. From this allowance, each bargaining unit member governed under this Agreement shall obtain approved shoes or boots. All reimbursement request shall be submitted for approval by August 15th with final invoices submitted by September 1st.

Article 27 – Leave

27.1 Annual Leave

(a) Bargaining unit employees assigned to 24-hour shift positions shall accrue annual leave at the following annual rates, prorated per pay period, based upon years of employment with the Employer:

0 through 5 years (up to 60 months)	135 hours
6 through 9 years (61 through 108 months)	168 hours
10 through 14 years (109 through 168 months)	202 hours
15 years (169 months plus)	235 hours

(b) In accordance with the accrual rate schedule outlined in subsection (a), each time a bargaining unit member assigned to a 24-hour shift position has reached the anniversary date of the member's sixth, tenth, and fifteenth year of employment with the Employer, an additional twelve hours shall be immediately credited to the annual leave balance of the member, and the accrual rate shall change accordingly.

(c) Bargaining unit employees not assigned to 24-hour shift positions shall accrue annual leave at the following rates, prorated per pay period, based upon years of employment with the Employer:

0 through 5 years (up to 60 months)	96 hours
6 through 9 years (61 through 108 months)	120 hours
10 through 14 years (109 through 168 months)	144 hours
15 years and over (169 months plus)	168 hours

(d) In accordance with the accrual rate schedule outlined in subsection (c), each time a bargaining unit member not assigned to a 24-hour shift position has reached the anniversary date of the member's sixth, tenth, and fifteenth year of employment with the Employer, an additional eight hours shall be immediately credited to the annual leave balance of the member, and the accrual rate shall change accordingly.

(e) The maximum annual leave hours each bargaining unit member may have to his or her credit on the last full pay period in December of each year shall be:

0 through 10 years of employment	240 hours
11 through 15 years of employment	320 hours
16 through 20 years of employment	360 hours
20 years and over	400 hours

(f) Annual leave shall be scheduled in accordance with Department policy. One bargaining unit member of the normal daily shift assignment shall be released for

annual leave, not to include those members on Military Leave or Administrative Leave. More than one member may be released for annual leave at the discretion of the Fire Chief or the Fire Chief's designee, and is not subject to grievance.

27.2 **Sick Leave**

(a) Bargaining unit members assigned to 24-hour shift positions shall accrue sick leave at the rate of one hundred twenty per year prorated per pay period. Bargaining unit members not assigned to 24-hour shift positions shall accrue sick leave at the rate of ninety-six hours per year prorated per pay period.

(b) Sick leave may be used for personal sickness, bodily injury, quarantine, medical or physical examination, and family illness. When there is an illness in the bargaining unit member's family (children, spouse or other relative living in the household or confined to an assistance program) and the bargaining unit member must stay home to provide care, bargaining unit members assigned to a 24 hour shift position may take up to 72 hours of sick leave per calendar year and bargaining unit members not assigned to 24 hour shift positions may take up to 24 hours of sick leave per calendar year. The Fire Chief or designee has the discretion to approve additional use of sick leave for family illness. This provision does not apply when leave is taken under the Family and Medical Leave Act.

(c) If an employee becomes ill while on vacation, they may request that the time be charged to sick leave. The employee's supervisor must be notified within 72 hours of the illness. Certification of the illness by a physician may be required before sick leave may be granted.

(d) A physician's (example to include, but not limited to: MD, DO, DC, ARNP, and PA) note may be requested for the following reasons:

- (i) Sick leave taken the shift before, on, or the day after a recognized holiday, or a leave day.
- (ii) Three consecutive shifts in a row.
- (iii) Upon demonstration of an illustratable pattern of sick leave usage.

27.3 **Administrative Leave**

Administrative leave with pay shall be approved for bargaining unit members the following defined purposes, and shall not be charged against a bargaining unit member's accrual of any other leave:

(a) Condolence leave – Paid condolence leave shall be granted as follows:

- (1) A member assigned to work a 24-hour shift shall be granted forty-eight hours of paid condolence leave, and a member assigned to a 40-hour

work week shall be granted twenty-four hours of paid condolence leave, to attend a funeral of an immediate family member (parent, parent in-law, grand-parent, legal guardian, spouse, brother, sister, grandchild, or child).

(2) A member assigned to work a 24-hour shift shall be granted twenty-four hours of paid condolence leave, and a member assigned to a 40-hour work week shall be granted eight hours of paid condolence leave, to attend a funeral of other family members (i.e., grandparent-in-law, brother-in-law and sister-in-law, aunt and uncle).

(b) Court Appearance – A member summoned as a prospective juror or subpoenaed as a witness shall be granted court appearance leave with pay. Any fees paid shall be delivered to the Employer; provided, court appearance leave with pay does not apply when the member is involved in personal litigation, unless the result of official performance of duty.

(c) Examinations – A member shall be granted examination leave with pay (while staffing permits) for taking examinations for certifications identified within this Agreement.

(d) Educational – A member may be granted educational leave with pay to attend Department approved seminars, conferences, or meetings.

27.4 **Administrative Leave without Pay**

A bargaining unit member not on probationary status with the Employer may be granted leave without pay for personal reasons upon written request to the Fire Chief via the chain of command, with subsequent approval by the County Manager. Such leave shall not exceed six months. Annual and sick leave shall not accrue during administrative leave without pay. Administrative leave without pay shall not constitute a break in service in accordance with rules of the Florida Retirement System. The member shall return to the rank and pay previously held upon the member's return.

27.5 **Rules for Annual and Sick Leave**

(a) Annual and sick leave shall accrue during paid leave, unless the paid leave immediately precedes separation due to voluntary resignation.

(b) **Payment for Earned Leave**

(1) Annual Leave

A. Upon involuntary separation or upon separation due to voluntary resignation other than a qualified retirement or a reduction

in force, each bargaining unit member not on probation shall be paid for any unused annual leave, not to exceed 400 hours.

B. In case of death of a bargaining unit member, 100% of unused annual leave shall be paid to the employee's beneficiary, estate, or as provided by law.

C. Upon separation due to a qualified retirement, each bargaining unit member shall be paid for any unused annual leave, not to exceed 400 hours.

D. Upon entering the Deferred Retirement Option Program of the Florida Retirement System (DROP), each bargaining unit member may elect to be paid for any unused annual leave, not to exceed 500 hours, in lieu of any other payment for unused annual leave

E. A bargaining unit member who has received payment for unused annual leave under any of the provisions of this paragraph is thereafter ineligible to receive any further payment for unused annual leave, unless the member received an initial payout upon entering DROP in an amount that was less than the maximum for which the member was eligible, in which event the member may receive payment for the balance of such maximum upon final separation.

(2) Sick Leave

A. Upon separation for other than death or retirement, each bargaining unit member not on probation shall be paid for 50% of unused sick leave, not to exceed 960 hours thereof, provided that the member has a minimum of ten years of service with the Employer.

B. In case of retirement or death of a bargaining unit member that is not in the Line of Duty, 100% of unused sick leave, not to exceed 960 hours thereof, provided that the member has a minimum of ten years of service with the Employer, shall be paid to the member's beneficiary, estate, or as provided by law.

C. In case of a Line of Duty Death of a bargaining unit member, 100% of unused sick leave shall be paid to the member's beneficiary, estate, or as provided by law. For purposes of this section, a "Line of Duty Death" shall be defined as set forth in Section 121.021(14), Florida Statutes (2022).

D. In case of a qualified retirement, a bargaining unit member

shall be paid 100% of unused sick leave, not to exceed 960 hours.

E. Bargaining unit members shall be eligible to participate in the sick leave pool established for employees of the Employer who are not within the scope of a collective bargaining agreement to which the Employer is a party under the same terms and conditions as are applicable to such employees, as the policy governing such sick leave pool may be amended from time to time.

(c) Holiday leave may be used in lieu of sick leave with prior approval of the Fire Chief.

(d) The biweekly paycheck shall indicate the proper accrual for that pay period. Leave cannot be taken until it is earned. A bargaining unit member on layoff or separation may, at the member's option, continue to receive a biweekly paycheck, drawing on accrued sick and annual leave, and earned holidays, until expended.

(e) For purposes of subsection (b), the term qualified retirement means retirement from employment with the Employer at an age or with years of service in the Florida Retirement System that would entitle the bargaining unit member to retire normally and receive a full pension thereunder without penalty for early retirement, regardless of whether the member has elected to participate in the Florida Retirement System pension plan or investment plan, and provided that at such retirement the member has achieved the applicable minimum years of service in the Florida Retirement System that would entitle the member to receive a pension thereunder upon retirement.

27.6 **Family and Medical Leave**

(a) Each bargaining unit member, in accordance with the Family and Medical Leave Act of 1993, shall be allowed up to twelve weeks of unpaid family and medical leave during any twelve month period, subject to the limitations provided in subsection (b). The member is under no obligation to utilize the full twelve weeks of unpaid family and medical leave. The Employer shall post a copy of said Act at all fire stations.

(b) Any family and medical leave under this section shall be taken in accordance with the provisions of the Employer's Personnel Policies Manual.

27.7 **Military Leave**

(a) Bargaining unit members who are members of the United States Armed Forces Reserve and National Guard shall be entitled to military leave with pay for inactive duty training (IDT) and annual training (AT), as follows.

(1) Requests for military leave with pay for IDT shall not require orders. The Employer may request verification after the training period. The Employer may require written orders to approve military leave with pay requests for AT.

(2) Military leave with pay shall not exceed seventeen days at one time for National Guard members. Military leave with pay for Reservists shall not exceed seventeen days in a fiscal year of the Employer.

(3) When a bargaining unit member is participating in IDT or AT outside of the local area, he or she must provide to the Employer military orders verifying the same. Subject to the limitations provided in paragraph (2), military leave with pay shall be for the full amount of the member's work hours for each of the member's regularly scheduled shifts occurring during IDT or AT that takes place outside of the local area, and for the full amount of the member's work hours not to exceed twelve for each of the member's regularly scheduled shifts occurring during IDT or AT that takes place within the local area.

(4) When a bargaining unit member is participating in IDT or AT in the local area, in no event shall military leave with pay extend for a period that is longer than necessary for the member to participate in the IDT or AT and return to work.

(5) Travel time shall be included in military leave with pay if written orders provide for travel time.

(6) The Employer acknowledges that a bargaining unit member who returns to work during a period for which military leave with pay has been approved may be recalled at any time, and is obligated to return to the location of the IDT or AT. If this occurs, the member shall be released by the Employer for return to the IDT or AT as soon as a replacement is found.

(7) As IDT is a regularly scheduled event, each bargaining unit member subject to IDT must provide to the Fire Chief the schedule thereof as soon as it is known to the member. The member must submit a military leave with pay request for the IDT at least four months prior to the commencement thereof. In case of an IDT schedule change, the Employer may deny military leave with pay if a request therefor is made with less than ninety-six hours advance notice, but cannot deny the time off.

(b) If a bargaining unit member is ordered to report by the Selective Service Board, any time away from work occasioned thereby shall be considered military leave with pay if for the purpose of examinations, physicals, or entry processing.

27.8 **Alternative Attendance Incentive Leave and Annual Leave Sell-Back Programs**

(a) Eligible bargaining unit members shall have the option of participating in either the Attendance Incentive Leave Program or the Annual Leave Sell-Back Program set forth in paragraphs (1) and (2) below.

(1) Attendance Incentive Leave Program. The Attendance Incentive Leave Program is as follows:

A bargaining unit member not assigned to a 24-hour shift position is eligible to receive attendance incentive leave under the Attendance Incentive Leave Program if the member has used 32 hours or less of sick leave and leave without pay combined during the immediately preceding calendar year, and has been actively employed with the Department for the entirety of said year. The amount of attendance incentive leave will be determined as follows:

TOTAL HOURS ABSENT	ATTENDANCE INCENTIVE LEAVE RECEIVED
8 or less	4 days
9-16	3 days
17-24	2 days
25-32	1 day

For purposes of this paragraph, one day of attendance incentive leave earned is the equivalent of eight hours of annual leave. Absences for a fraction of an hour will be rounded up to the next full hour.

A bargaining unit member assigned to a 24-hour shift position is eligible to receive attendance incentive leave under the Attendance Incentive Leave Program if the member has used 32 hours or less of sick leave and leave without pay combined during the immediately preceding calendar year, and has been actively employed with the Department for the entirety of said year. The amount of attendance incentive leave received will be determined as follows:

TOTAL HOURS ABSENT	ATTENDANCE INCENTIVE LEAVE RECEIVED
8 or less	48 hours
9-16	36 hours
17-24	24 hours
25-32	12 hours

Absences for a fraction of an hour will be rounded up to the next full hour.

(2) Annual Leave Sell-Back Program.

The Annual Leave Sell-Back Program for bargaining unit members assigned to 24-hour shifts is as follows:

A bargaining unit member assigned to a 24-hour shift is eligible to sell back all of the member's accrued annual leave that exceeds 120 hours if the member has used 48 hours or less of sick leave and leave without pay combined during the immediately preceding calendar year, has not received disciplinary action other than a written or oral reprimand during said year, and has been actively employed with the Department for the entirety of said year. For purposes of this subparagraph, 1 day of leave is the equivalent of 24 hours. Absences for a fraction of an hour will be rounded up to the next full hour.

(b) A bargaining unit member assigned to a 40-hour work week shall participate in the Attendance Incentive Leave Program set forth in paragraph (1) of subsection (a) if the member meets the eligibility requirements set forth therein. Such member is not eligible to participate in the Annual Leave Sell-Back Program set forth in paragraph (2) of subsection (a).

(c) An eligible bargaining unit member's election to participate in either the Attendance Incentive Leave Program or the Annual Leave Sell-Back Program must be made each year, and must be submitted to the Fire Chief in writing no earlier than each November 1 and no later than the following November 30 of such year. An eligible member who fails to so submit shall be deemed to have elected to participate in the Attendance Incentive Leave Program. The written notice to the Fire Chief electing to participate in the Annual Leave Sell-Back Program must include the number of annual leave hours the member chooses to sell back.

(d) All annual leave sold back under the Annual Leave Sell-Back Program shall be paid at the bargaining unit member's non-overtime Hourly Rate of Regular Pay

provided in Article 16 and in effect at the end of the calendar year for which the election to participate in the Annual Leave Sell-Back Program is made. All annual leave sold back by a member under the Annual Leave Sell-Back Program will be deducted from the member's accrued annual leave.

(e) For purposes of this subsection, a type of shift means a 24-hour shift or a 40-hour work week. If a bargaining unit member has worked more than one type of shift during the calendar year for which the member's eligibility to participate in the Annual Leave Sell-Back Program is being determined, the type of shift that the member worked for the longer or longest duration during said year shall govern the determination, as well as the applicability of paragraph (2) of subsection (a).

27.9 **Personal Leave**

In addition to the accrual of personal leave each bargaining unit member assigned to a 24-hour shift position will be granted an additional twenty-four (24) hours of leave, per year, personal leave with pay. Bargaining unit members not assigned to a 24-hour shift position shall receive eight (8) hours of personal leave with pay. Personal leave shall be scheduled and approved in accordance with Department policy. Any time granted under this section which is not used during the calendar year shall be forfeited.

Article 28 – Duration and Reopener

28.1 **Effective Date**

This Agreement shall take effect as of the date that it shall have been ratified by both the Union and the Employer's Board of County Commissioners, with the pay provisions set forth in Article 16 and Article 16A retroactive to October 1, 2024. On and after the date of ratification by both parties, the provisions of this Agreement shall prevail over all other bargaining agreements entered into between the Employer and the Union prior thereto. This Agreement shall remain in full force and effect until and including September 30, 2027, whereupon it shall be deemed expired.

28.2 No later than May 31, 2027, the parties shall commence negotiations on a collective bargaining agreement to succeed this Agreement.

28.3 **Waiver**

With respect to any article of this Agreement, the same shall be considered agreeable to both parties, and will be included in the collective bargaining agreement without further bargaining.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Approval to post Notice of Intent to Award Bid 23/24-140, Moody Avenue Emergency Repair to Kirby Development, Inc. Selection of either the Base Bid option or the Alternate Bid option will depend on the Water Management District's determination regarding how the County can proceed. Kirby Development, Inc. submitted the lowest Bid for both the Base and Alternate options. Approval of award will be effective after the 72-hour protest period has expired. The Agreement will detail the option selected.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

An expedited bid was issued to solicit licensed Contractors for the emergency repair of Moody Avenue located between Connie Circle and Meadow Drive in Orange Park.

The Bid presented two (2) options for replacing the existing box culvert:

- **Base Bid:** Replacement of the existing box culvert with a new box culvert. **Base Bid amount \$827,602.21**
- **Alternate Bid:** Replacement of the existing box culvert with two (2) 72-inch reinforced concrete pipes and headwalls. **Alternate Bid amount \$787,616.19.**

If the Base Bid is selected, Final Completion must be achieved within ninety (90) days. If the Alternate Bid is selected, Final Completion must be achieved within sixty (60) days from the effective date of the agreement.

896 Suppliers notified

14 Suppliers downloaded the Request for Bids

5 Bids were received

1 No Bid was received

8 Contractors attended the Non-Mandatory Pre-Bid

Pursuant to Chapter 5, Section C of the Purchasing Policy, the County Manager is authorized to approve and execute the agreement on behalf of the Board following Board approval of the award.

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ BidBackup	Backup Material	10/4/2024	Bid_Backup_RFB_No._2324-140.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	10/2/2024 - 5:37 PM	Item Pushed to Agenda



BID RECOMMENDATION FORM

TITLE:

RFB No. 23/24-140, Moody Avenue Emergency Repair

DATE OF RECOMMENDATION:

October 02, 2024

BIDDERS

BASE BID

BID ALTERNATE

CGC, Inc.

\$2,591,747.00

\$2,563,858.00

DB Civil Construction, LLC

No Bid

Hubbard Construction Company

\$2,528,000.00

\$2,406,600.00

JB Coxwell Contracting, Inc.

\$1,855,344.00

\$1,771,775.00

Kirby Development, Inc.

\$827,602.21

\$787,161.19

Superior Construction Company Southeast, LLC

\$1,707,800.00

\$1,735,800.00

FUNDING SOURCE: American Rescue Plan Fund - All Grants Organization

Moody Avenue Emergency Repair - Infrastructure

RECOMMENDATION:

Award to to Kirby Development, Inc. for either the Base Bid amount of \$827,602.21 or the Alternate Bid amount of \$787,616.19. The County's ability to move forward with either the Base Bid or the Alternate Bid will depend on the Water Management District's determination regarding how the County can proceed. Kirby Development, Inc. submitted the lowest Bid for both the Base and Alternate options.

If only one Bid is received, state reason why accepted and not rebidding:

[Empty box for providing reasons for bid acceptance]

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME/TITLE:

Richard Smith, Engineering Director

SIGNATURE:

[Handwritten Signature]

BID TABULATION FORM

Bid: 23/24-140

Date:

October 1, 2024

Proj: **Moody Avenue Emergency Repairs**

Time Open:

9:00 AM

Ad: Clay Today, September 20, 2024

Time Close:

9:05 AM

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder		Bid Bond	Base Bid Total	Alternate Bid Total
1	CGC, Inc.	Yes	\$ 2,591,747.00	\$ 2,563,858.00
2	DB Civil Construction, LLC		No Bid	
3	Hubbard Construction Company	Yes	\$ 2,528,000.00	\$ 2,406,600.00
4	JB Coxwell Contracting, Inc.	Yes	\$ 1,855,344.00	\$ 1,771,775.00
5	Kirby Development, Inc.	Yes	\$ 827,602.21	\$ 787,161.19
6	Superior Construction Company Southeast, LLC	Yes	\$ 1,707,800.00	\$ 1,735,800.00
7				
8				
9				
10				
11				
12				

3. Scope of Work

3.1. Purpose

Clay County Board of County Commissioners (County) is requesting Bids from Contractors for the emergency repair of Moody Ave between Connie Circle and Meadow Drive in Orange Park, Florida.

This RFB will include two (2) options for the replacement of an existing box culvert on Moody Avenue, just north of the Dye-Clay Family YMCA. The options include:

- Base Bid - Replacing the existing box culvert with a new box culvert.
- Alternate Bid - Replacing the existing box culvert with two (2) - 72" reinforced concrete pipes and headwalls.

3.2. Coronavirus State and Local Fiscal Recovery Funds

This Project is being supported, in whole or in part, by U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds ("SLFRF").

On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses.

The General Contractor and Subcontractors will comply with all Federal laws, rules, regulations, and executive orders applicable to the receipt of funding from the Coronavirus Relief Fund. As provided for in the award terms, payments from the Fiscal Recovery Funds as a general matter will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ([2 CFR part 200](#)) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost. ([Appendix II to 2 CFR Part 200](#) is included as an attachment.)

The Federal Government has transitioned from the use of the DUNS Number (i.e., an identifier issued by Dun and Bradstreet) to the Unique Entity Identifier (UEI) as the primary means of entity identification for Federal awards government-wide. UEIs are required in accordance with [2 CFR Part 25](#), and the transition from DUNS to UEI has resulted in the UEI being issued by the Federal Government in [SAM.gov](#).

3.3. Community Development Block Grant Entitlement Program Funding

This Project is being supported, in whole or in part, under Community Development Block Grant Entitlement Program funding by the Department of Housing and Urban Development (HUD).

The Contractor's performance under the Contract shall be subject to 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

The Federal Government has transitioned from the use of the DUNS Number (i.e., an identifier issued by Dun and Bradstreet) to the Unique Entity Identifier (UEI) as the primary means of entity identification for Federal awards government-wide. UEIs are required in accordance with [2 CFR Part 25](#), and the transition from DUNS to UEI has resulted in the UEI being issued by the Federal Government in [SAM.gov](#).

The Contractor is required to be familiar with and agrees to abide by all applicable State and Federal, or municipal emergency, safety and health codes, laws, rules, regulations or ordinances, including but not limited to all FEMA and the U.S. Department of Housing and Urban Development (HUD) provisions. Additionally, the Contractor agrees to comply with all DEO guidelines.

The Consolidated Plan can be viewed at: <https://www.claycountygov.com/community/community-services/cdbg>

3.4. Federal Emergency Management Agency and Florida Department of Transportation Funding

This Project is being supported, in whole or in part, by Federal Emergency Management Agency (FEMA) and Florida Department of Transportation (FDOT).

This is a FEMA project and must follow the required provisions for federal-aid construction contracts set forth in the , Federal Highway Administration Form 1273 (Funding Requirements (FHWA-1273 Required Contract Provisions)): The most recent version of this form can be obtained at the following website: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>

- The services provided under this Agreement involve funding from the Federal Highway

Administration (FHWA), and the provisions indicated on form FHWA-1273 are hereby attached and shall; be made as part of the awarded Agreement.

Any work for which Federal-aid funds are used (including emergency and permanent repairs for ER projects) must comply with applicable Federal regulations. Emergency repairs can be done using negotiated contract or agency force account work as determined by the Highway agency as best suited to protect the public health and safety. However, all Federal contract provisions must still be met for both emergency repairs and permanent repairs.

3.5. Scope of Work

Base Bid

- A. Work activities include but are not limited to the following:
 1. Removal, disposal, and replacement of the existing six (6) foot by ten (10) foot box culvert. The new box culvert can be cast in place or precast.
 2. Clearing and grubbing.
 3. Earthwork.

4. Removal, disposal, and replacement of the existing roadway, striping, sidewalk, curb and gutter that are within the work activity area.
 5. The existing guardrail shall be removed and replaced with a handrail (Index 515-052/051 42", Type 1).
 6. Dewatering.
 7. Erosion Control.
 8. Maintenance of Traffic.
 9. Quality control testing.
- B. Restoration of roadway limits shall be seventy-five (75) feet each direction of the trench.
- C. The Contractor shall install ten (10) foot vinyl sheet piling on north side of the existing box culvert.
- D. The Contractor shall be responsible for verifying all field measurements and invert elevations.
- E. The Contractor shall replace in-kind the existing structures and site conditions at the existing elevations and lengths.
- F. All construction shall comply with the latest Florida Department of Transportation Standard Plans and Specifications for Road and Bridge Construction including Interim revision and the latest addition of the Manual on Uniform Traffic Control Devices.
- G. A full detour will be in place prior to the Contractor mobilizing. The County's Public Works Department will maintain the detour. Once the roadway is resurfaced, the detour will be removed allowing traffic back onto Moody Avenue. The Contractor shall be responsible for all other Maintenance of Traffic.
- H. The Contractor shall coordinate the adjustment and/or relocation of all existing underground communication facilities.
- I. The Contractor shall verify all existing site conditions.

Alternate Bid

- A. Work activities include but are not limited to the following:
1. Removal and disposal of the existing six (6) foot by ten (10) foot box culvert.
 2. Installation of two (2) - 72" reinforced concrete pipes and two (2) 72" double headwalls. All reinforced concrete pipes shall be backfilled with excavatable flowable fill to the springline.
 3. Clearing and grubbing.
 4. Earthwork.

5. Removal, disposal, and replacement of the existing roadway, striping, sidewalk, curb and gutter that are within the work activity area.
 6. The existing guardrail shall be removed and replaced with a handrail (Index 515-052/051 42", Type 1).
 7. Dewatering.
 8. Erosion Control.
 9. Maintenance of Traffic.
 10. Quality control testing.
- B. Restoration of roadway limits shall be seventy-five (75) feet each direction of the trench.
 - C. The Contractor shall install ten (10) foot vinyl sheet piling on north side of the existing box culvert.
 - D. The Contractor shall be responsible for verifying all field measurements and invert elevations.
 - E. The Contractor shall replace in-kind the existing structures and site conditions at the existing elevations and lengths.
 - F. All construction shall comply with the latest Florida Department of Transportation Standard Plans and Specifications for Road and Bridge Construction including Interim revision and the latest addition of the Manual on Uniform Traffic Control Devices.
 - G. A full detour will be in place prior to the Contractor mobilizing. The County's Public Works Department will maintain the detour. Once the roadway is resurfaced, the detour will be removed allowing traffic back onto Moody Avenue. The Contractor shall be responsible for all other Maintenance of Traffic.
 - H. The Contractor shall coordinate the adjustment and/or relocation of all existing underground communication facilities.
 - I. The Contractor shall verify all existing site conditions.

3.6. Site Inspections

It is incumbent upon all Bidders to examine the site and insure that they are aware of all conditions that may affect the contract work. The County will not be responsible for conclusions made by the Contractor. No claims for additional compensation will be considered on behalf of any Contractor, subcontractor, materials suppliers or others on account of that person's failure to be fully informed of all requirements of all parts of this RFB.

3.7. Work Hours

Workdays and hours – Normal work hours of Monday through Friday, 7:30 a.m. to 5:00 p.m. unless approved by the County Project Manager or designee.

Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County may be required.

3.8. Permit & Fees

The County shall obtain all required environmental permits.

The Contractor shall comply with all applicable State and local laws, ordinances, codes, and regulations. The Contractor is required to familiarize themselves with all permits required that pertain to the Scope of Work specified in this RFB, If a County permit is required, this project is not exempt from permit fees and permit fees must be paid to the County Building Department by the Contractor.

For questions about Clay County permitting please contact:

Clay County Building Department

Phone: (904) 269-6307

Email: permits@claycountygov.com

Website: <https://www.claycountygov.com/government/building>

All applicable permits, fees, licenses, and final County and municipality inspections are the responsibility of and will be paid for by the Contractor as specified in the plans.

All other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of the awarded Contract are the responsibility of and will be paid for by the Contractor, including any related inspection fees. Utility service connection fees and required utility service fees, if any, will be paid for and coordinated by the Contractor. Utility service connection, if any shall be coordinated by the Contractor. Utility service connection fees shall be paid for by the County.

3.9. Clean up & Restoration of Site

Contractor shall remove all debris from site and dispose of the debris appropriately at the Contractors expense.

Contractor shall maintain work site in a safe manner, and daily clear construction debris.

3.10. Workmanship

Where not more specifically described in this document, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services.

3.11. Contractor and Subcontractor Requirements

- A. The Contractor shall be licensed to perform all work listed in the Scope of Work provided.
- B. Contractor shall obtain all permits to complete the project in accordance with the contract documents.

- C. All work will be performed in accordance with the most applicable state and local regulations.
- D. The Contractor shall own or have full access to the appropriate personnel and equipment to complete the project requested.
- E. The Contractor and subcontractors may be requested to provide a list of equipment with identification (i.e. serial #, VIN, etc.), personnel with their position (e.g. foreman, laborer, etc.), and percentage of work performed.
- F. Contractors must have been in business for a minimum of 5 years doing similar work.
- G. Contractor shall submit names of subcontractors and major material suppliers that they anticipate utilizing for any portion of the Work required within this RFB.
- H. The County reserves the right to approve all subcontractors. If subcontractors are to be utilized, their names must be included within this Bid. The County may request references of the subcontractors prior to approval. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County. If any subcontractor or Major Material Supplier is found to be incompetent, careless, or neglectful, or unduly delays progress of work, they shall be dismissed. Another shall then be employed in its place, as approved the County.

3.12. Damage to Public or Private Property

The Contractor is responsible for anything damaged due to the direct result of installation or construction. Remove all debris from site and dispose of appropriately at Contractor expense. If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the County prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs.

Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

If the work site has any pre-existing damage, the Contractor shall notify the County Project Manager in writing. Failure to do so shall obligate the Contractor to make repairs per the above section. Any damage to property (public or private) caused by the action of the Contractor shall be repaired or replaced at the expense of the Contractor to the satisfaction of the County. Failure to restore said property within five (5) working days following notification will result in a deduction from the final payment invoice. All damages which occur as a result of the Contractor's application of materials shall be remedied by the Contractor at no additional cost to the County. Repairs made as a result of damage must be guaranteed for a period of thirty (30) days. Should the replacement be damaged within the thirty (30) day period, the Contractor shall replace the materials continually until the area is re-established.

Should the County have any expenses incurred due to the Contractor not restoring the property/damage within said time, any appropriate labor, material, and/or equipment use or rental to restore damaged property to its original condition will be deducted from the final Invoice prior to a payment being made.

3.13. Compliance with Occupation Safety and Health Act

The Contractor warrants that the product(s) and/or service(s) supplied to Clay County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. Clay County shall be held harmless against any unsafe conditions and contractor employee incidents.

Contractor certifies that all material, equipment, services, etc., furnished in this Bid meets all OSHA requirements for the applicable Sectors. Contractor further certifies that, if the successful Bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the Bidder. All Personal Protective Equipment used by the Contractor and their employees shall be ANSI certified and meet OSHA standards.

3.14. Davis-Bacon Act

The Davis-Bacon and Related Acts (DBRA) generally apply to contractors and subcontractors performing on federal and federally assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating). Laborers and mechanics performing on the site of the work of DBRA-covered contracts are entitled to receive prevailing wage rates for such work.

The Davis-Bacon and Related Acts (DBRA) require that contractors and subcontractors performing on covered contracts pay any and all laborers and mechanics employed under the Contract, no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area, as provided by the Department of Labor, and as shown on Attachment "G" Davis-Bacon Act, General Decision FL20240244 - Highway, attached hereto. Recordkeeping Under the Davis-Bacon and Related Acts, covered contractors must maintain payroll and basic records for all covered laborers and mechanics during the course of the work and for a period of three years thereafter. Records to be maintained include:

- Name, address, and social security number of each worker
- Each worker's work classifications
- Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
- Daily and weekly numbers of hours worked
- Deductions made
- Actual wages paid
- Detailed information regarding bona fide fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- If applicable, detailed information regarding approved apprenticeship or trainee programs

3.15. Unsatisfactory Equipment and/or Services

The County will discuss all instances of unacceptable equipment and/or services with the awarded Contractor. This shall be immediately rectified by the Contractor at no charge to the County, to include any labor and materials as it may apply.

During this time, the County may suspend service with the Contractor until the problem(s) are corrected or may elect to use another company on an emergency basis. A record of failure to perform or of an unsatisfactory performance may result in supplier debarment.

3.16. Payment

The Contractor may request payment no more than once monthly, based on the amount of work 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 Florida Local Government Prompt Payment Act.

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.

3.17. Warranty

The Contractor shall provide a warranty for all workmanship and materials for a period of two (2) years. Warranty will begin from the date of final acceptance.

3.18. Term

If the Base Bid is awarded, Final Completion shall be accomplished within ninety (90) days from the effective date of the awarded Agreement.

If the Alternate Bid is awarded, Final Completion shall be accomplished within sixty (60) days from the effective date of the awarded Agreement.

No additional contract days will be granted for weather, unforeseen conditions, holidays, and/or special events.

3.19. Liquidated Damages

The daily charge for Liquidated Damages shall be in accordance with Section 8-10 of the FDOT Specifications.

3.20. Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

3.21. Cancellation of Contract

If the awarded Contractor fails to maintain acceptable product quality or to perform adequately in accordance with the terms, conditions and specifications established in this Request for Bid, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Contractor.

3.22. Additional Services

If the County and/or awarded Contractor identifies any additional services to be provided by Contractor that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Contractor.

4. Pricing Proposal

Items Not Identified in the Line Items below should be placed in the most appropriate category.

The prices submitted by the Contractor shall include all costs of permits, labor, equipment, and material for the project.

Bids require a five (5%) percent bid bond of the Base Bid total and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

Upon request, Contractors may be required to provide further breakdown of cost and/or detailed schedule of values.

Clay County Board of County Commissioners reserves the right to reject any or all Bids.

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Replacing the Existing Box Culvert with a New Box Culvert.					
1	Mobilization	1	Lump Sum		
2	Maintenance of Traffic	1	Lump Sum		
3	Dewatering	1	Lump Sum		
4	Erosion Control	1	Lump Sum		
5	Clearing and Grubbing	1	Lump Sum		
6	Removal of Existing Box Culvert, Asphalt, Curb, Sidewalk, etc.	1	Lump Sum		
7	Regular Excavation	1	Lump Sum		
8	Subsoil Excavation	1	Lump Sum		
9	Vinyl Sheet Piling	1	Lump Sum		
10	Concrete Reinforced	1	Lump Sum		
11	A-3 Fill	1	Lump Sum		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Guardrail Removal	1	Lump Sum		
13	Handrail (Index 515-052/051 42", Type 1)	1	Lump Sum		
14	Riprap, Rubble, F&I, Ditch Lining	1	Lump Sum		
15	Box Culvert	1	Lump Sum		
16	Headwalls	1	Lump Sum		
17	Miscellaneous	1	Lump Sum		
Replacement of Existing Roadway					
18	Type B Stabalization	1	Lump Sum		
19	Optional Base, Base Group 06	1	Lump Sum		
20	Milling Existing Asphalt Pavement, 1-1/2" Avg Depth	1	Lump Sum		
21	Superpave Asphaltic Conc, Traffic C	1	Lump Sum		
22	Temporary Painted Pavement Markings, Standard, White, Solid, 6"	1	Lump Sum		
23	Temporary Painted Pavement markings, Standard, Yellow, Skip, 6"	1	Lump Sum		
24	Thermo, Standard - Other Surfaces, White, Solid 6"	1	Lump Sum		
25	Thermo, Standard- Other Surfaces, Yellow, Solid 6"	1	Lump Sum		
26	Miscellaneous	1	Lump Sum		
As-Builts					
27	As-Built Drawing (24" x 36" construction drawing) CAD	1	Lump Sum		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Payment & Performance Bond					
28	Payment & Performance Bond	1	Lump Sum		
TOTAL					

ALTERNATE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Replacing the Existing Box Culvert with two (2) - 72" Reinforced Concrete Pipes and Headwalls					
29	Mobilization	1	Lump Sum		
30	Maintenance of Traffic	1	Lump Sum		
31	Dewatering	1	Lump Sum		
32	Erosion Control	1	Lump Sum		
33	Clearing and Grubbing	1	Lump Sum		
34	Removal of Existing Box Culvert, Asphalt, Curb, Sidewalk, etc.	1	Lump Sum		
35	Regular Excavation	1	Lump Sum		
36	Subsoil Excavation	1	Lump Sum		
37	Vinyl Sheet Piling	1	Lump Sum		
38	Concrete Reinforced	1	Lump Sum		
39	A-3 Fill	1	Lump Sum		
40	Guardrail Removal	1	Lump Sum		
41	Handrail (Index 515-052/051 42", Type 1)	1	Lump Sum		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
42	Riprap, Rubble, F&I, Ditch Lining	1	Lump Sum		
43	Pipe Culvert, RCP, Round, 72" S/CD	1	Lump Sum		
44	Straight Concrete Endwalls, 72", Double, 0 Degrees, Round	1	Lump Sum		
45	Miscellaneous	1	Lump Sum		
Replacement of Existing Roadway					
46	Type B Stabalization	1	Lump Sum		
47	Optional Base, Base Group 06	1	Lump Sum		
48	Milling Existing Asphalt Pavement, 1-1/2" Avg Depth	1	Lump Sum		
49	Superpave Asphaltic Conc, Traffic C	1	Lump Sum		
50	Temporary Painted Pavement Markings, Standard, White, Solid, 6"	1	Lump Sum		
51	Temporary Painted Pavement markings, Standard, Yellow, Skip, 6"	1	Lump Sum		
52	Thermo, Standard - Other Surfaces, White, Solid 6"	1	Lump Sum		
53	Thermo, Standard- Other Surfaces, Yellow, Solid 6"	1	Lump Sum		
54	Miscellaneous	1	Lump Sum		
As-Builts					
55	As-Built Drawing (24" x 36" construction drawing) CAD	1	Lump Sum		
Payment & Performance Bond					
56	Payment & Performance Bond	1	Lump Sum		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					



Clay County
Purchasing / Administrative and Contractual Services
 477 Houston Street, Green Cove Springs, FL 32043

EVALUATION TABULATION
 RFB No. 23/24-140
Moody Avenue Emergency Repair
 RESPONSE DEADLINE: September 30, 2024 at 4:00 pm

SELECTED VENDOR TOTALS

Vendor	Total
Kirby Development, Inc	\$1,614,763.40
Superior Construction Company Southeast, LLC	\$3,443,600.00
J. B. Coxwell Contracting, Inc.	\$3,627,119.00
Hubbard Construction Company	\$4,934,600.00
CGC, Inc.	\$5,155,605.00

BASE BID

Base Bid					CGC, Inc.		Hubbard Construction Company		J. B. Coxwell Contracting, Inc.		Kirby Development, Inc		Superior Construction Company Southeast, LLC	
Selected	Line	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Replacing the Existing Box Culvert with a New Box Culvert.														
X	1	Mobilization	1	Lump Sum	\$828,076.00	\$828,076.00	\$252,000.00	\$252,000.00	\$385,138.00	\$385,138.00	\$25,559.36	\$25,559.36	\$160,000.00	\$160,000.00

EVALUATION TABULATION
RFB No. 23/24-140
Moody Avenue Emergency Repair

Base Bid					CGC, Inc.		Hubbard Construction Company		J. B. Coxwell Contracting, Inc.		Kirby Development, Inc		Superior Construction Company Southeast, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	2	Maintence of Traffic	1	Lump Sum	\$85,510.00	\$85,510.00	\$15,000.00	\$15,000.00	\$10,065.00	\$10,065.00	\$41,443.20	\$41,443.20	\$25,000.00	\$25,000.00
X	3	Dewatering	1	Lump Sum	\$193,180.00	\$193,180.00	\$350,000.00	\$350,000.00	\$482,767.00	\$482,767.00	\$126,821.95	\$126,821.95	\$280,000.00	\$280,000.00
X	4	Erosion Control	1	Lump Sum	\$23,081.00	\$23,081.00	\$10,000.00	\$10,000.00	\$9,936.00	\$9,936.00	\$4,900.00	\$4,900.00	\$50,000.00	\$50,000.00
X	5	Clearing and Grubbing	1	Lump Sum	\$31,415.00	\$31,415.00	\$140,000.00	\$140,000.00	\$5,264.00	\$5,264.00	\$25,900.00	\$25,900.00	\$35,000.00	\$35,000.00
X	6	Removal of Existing Box Culvert, Asphalt, Curb, Sidewalk, etc.	1	Lump Sum	\$100,428.00	\$100,428.00	\$643,000.00	\$643,000.00	\$54,579.00	\$54,579.00	\$46,633.78	\$46,633.78	\$85,000.00	\$85,000.00
X	7	Regular Excavation	1	Lump Sum	\$116,935.00	\$116,935.00	\$52,000.00	\$52,000.00	\$13,732.00	\$13,732.00	\$15,556.95	\$15,556.95	\$34,000.00	\$34,000.00
X	8	Subsoil Excavation	1	Lump Sum	\$143,461.00	\$143,461.00	\$15,000.00	\$15,000.00	\$40,620.00	\$40,620.00	\$9,362.00	\$9,362.00	\$25,000.00	\$25,000.00
X	9	Vinyl Sheet Piling	1	Lump Sum	\$31,667.00	\$31,667.00	\$72,000.00	\$72,000.00	\$5,112.00	\$5,112.00	\$42,182.00	\$42,182.00	\$68,000.00	\$68,000.00
X	10	Concrete Reinforced	1	Lump Sum	\$45,264.00	\$45,264.00	\$103,000.00	\$103,000.00	\$6,914.00	\$6,914.00	\$25,705.68	\$25,705.68	\$17,000.00	\$17,000.00
X	11	A-3 Fill	1	Lump Sum	\$103,805.00	\$103,805.00	\$72,000.00	\$72,000.00	\$86,656.00	\$86,656.00	\$20,124.50	\$20,124.50	\$60,000.00	\$60,000.00
X	12	Guardrail Removal	1	Lump Sum	\$3,595.00	\$3,595.00	\$5,000.00	\$5,000.00	\$5,031.00	\$5,031.00	\$4,072.15	\$4,072.15	\$4,800.00	\$4,800.00

EVALUATION TABULATION
RFB No. 23/24-140
Moody Avenue Emergency Repair

Base Bid					CGC, Inc.		Hubbard Construction Company		J. B. Coxwell Contracting, Inc.		Kirby Development, Inc		Superior Construction Company Southeast, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	13	Handrail (Index 515-052/051 42", Type 1)	1	Lump Sum	\$82,481.00	\$82,481.00	\$12,000.00	\$12,000.00	\$29,601.00	\$29,601.00	\$30,800.45	\$30,800.45	\$50,000.00	\$50,000.00
X	14	Riprap, Rubble, F&I, Ditch Lining	1	Lump Sum	\$50,205.00	\$50,205.00	\$70,000.00	\$70,000.00	\$64,630.00	\$64,630.00	\$13,872.00	\$13,872.00	\$98,000.00	\$98,000.00
X	15	Box Culvert	1	Lump Sum	\$318,845.00	\$318,845.00	\$351,000.00	\$351,000.00	\$295,162.00	\$295,162.00	\$126,672.00	\$126,672.00	\$230,000.00	\$230,000.00
X	16	Headwalls	1	Lump Sum	\$227,487.00	\$227,487.00	\$83,400.00	\$83,400.00	\$138,284.00	\$138,284.00	\$83,003.20	\$83,003.20	\$250,000.00	\$250,000.00
X	17	Miscellaneous	1	Lump Sum	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$76,600.00	\$76,600.00	\$67,977.56	\$67,977.56	\$10,000.00	\$10,000.00
Replacement of Existing Roadway														
X	18	Type B Stabilization	1	Lump Sum	\$26,616.00	\$26,616.00	\$45,000.00	\$45,000.00	\$14,240.00	\$14,240.00	\$5,449.53	\$5,449.53	\$15,000.00	\$15,000.00
X	19	Optional Base, Base Group 06	1	Lump Sum	\$35,024.00	\$35,024.00	\$55,000.00	\$55,000.00	\$20,640.00	\$20,640.00	\$14,382.88	\$14,382.88	\$35,000.00	\$35,000.00
X	20	Milling Existing Asphalt Pavement, 1-1/2" Avg Depth	1	Lump Sum	\$43,083.00	\$43,083.00	\$18,800.00	\$18,800.00	\$28,800.00	\$28,800.00	\$11,292.36	\$11,292.36	\$4,500.00	\$4,500.00

EVALUATION TABULATION
RFB No. 23/24-140
Moody Avenue Emergency Repair

Base Bid					CGC, Inc.		Hubbard Construction Company		J. B. Coxwell Contracting, Inc.		Kirby Development, Inc		Superior Construction Company Southeast, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	21	Superpave Asphaltic Conc, Traffic C	1	Lump Sum	\$63,597.00	\$63,597.00	\$113,800.00	\$113,800.00	\$24,940.00	\$24,940.00	\$27,413.10	\$27,413.10	\$30,000.00	\$30,000.00
X	22	Temporary Painted Pavement Markings, Standard, White, Solid, 6"	1	Lump Sum	\$3,510.00	\$3,510.00	\$5,000.00	\$5,000.00	\$318.00	\$318.00	\$750.00	\$750.00	\$1,750.00	\$1,750.00
X	23	Temporary Painted Pavement markings, Standard, Yellow, Skip, 6"	1	Lump Sum	\$2,405.00	\$2,405.00	\$5,000.00	\$5,000.00	\$318.00	\$318.00	\$450.00	\$450.00	\$1,750.00	\$1,750.00
X	24	Thermo, Standard - Other Surfaces, White, Solid 6"	1	Lump Sum	\$4,810.00	\$4,810.00	\$7,000.00	\$7,000.00	\$1,060.00	\$1,060.00	\$1,650.00	\$1,650.00	\$3,500.00	\$3,500.00
X	25	Thermo, Standard-Other Surfaces, Yellow, Solid 6"	1	Lump Sum	\$4,810.00	\$4,810.00	\$7,000.00	\$7,000.00	\$1,060.00	\$1,060.00	\$1,650.00	\$1,650.00	\$3,500.00	\$3,500.00
X	26	Miscellaneous	1	Lump Sum	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$29,877.00	\$29,877.00	\$11,977.56	\$11,977.56	\$31,000.00	\$31,000.00

EVALUATION TABULATION
RFB No. 23/24-140
Moody Avenue Emergency Repair

Base Bid					CGC, Inc.		Hubbard Construction Company		J. B. Coxwell Contracting, Inc.		Kirby Development, Inc		Superior Construction Company Southeast, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
As-Builts														
X	27	As-Built Drawing (24" x 36" construction drawing) CAD	1	Lump Sum	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00	\$21,000.00	\$21,000.00	\$50,000.00	\$50,000.00
Payment & Performance Bond														
X	28	Payment & Performance Bond	1	Lump Sum	\$17,457.00	\$17,457.00	\$11,000.00	\$11,000.00	\$17,000.00	\$17,000.00	\$21,000.00	\$21,000.00	\$50,000.00	\$50,000.00
Total						\$2,591,747.00		\$2,528,000.00		\$1,855,344.00		\$827,602.21		\$1,707,800.00

ALTERNATE BID

Alternate Bid					CGC, Inc.		Hubbard Construction Company		J. B. Coxwell Contracting, Inc.		Kirby Development, Inc		Superior Construction Company Southeast, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Replacing the Existing Box Culvert with two (2) - 72" Reinforced Concrete Pipes and Headwalls														
X	29	Mobilization	1	Lump Sum	\$828,358.00	\$828,358.00	\$252,000.00	\$252,000.00	\$379,248.00	\$379,248.00	\$25,559.36	\$25,559.36	\$170,000.00	\$170,000.00
X	30	Maintence of Traffic	1	Lump Sum	\$85,510.00	\$85,510.00	\$15,000.00	\$15,000.00	\$10,065.00	\$10,065.00	\$41,443.20	\$41,443.20	\$25,000.00	\$25,000.00
X	31	Dewatering	1	Lump Sum	\$193,180.00	\$193,180.00	\$350,000.00	\$350,000.00	\$435,119.00	\$435,119.00	\$126,821.95	\$126,821.95	\$280,000.00	\$280,000.00

EVALUATION TABULATION
RFB No. 23/24-140
Moody Avenue Emergency Repair

Alternate Bid					CGC, Inc.		Hubbard Construction Company		J. B. Coxwell Contracting, Inc.		Kirby Development, Inc		Superior Construction Company Southeast, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	32	Erosion Control	1	Lump Sum	\$23,081.00	\$23,081.00	\$10,000.00	\$10,000.00	\$9,936.00	\$9,936.00	\$4,900.00	\$4,900.00	\$50,000.00	\$50,000.00
X	33	Clearing and Grubbing	1	Lump Sum	\$31,415.00	\$31,415.00	\$140,000.00	\$140,000.00	\$5,264.00	\$5,264.00	\$25,900.00	\$25,900.00	\$35,000.00	\$35,000.00
X	34	Removal of Existing Box Culvert, Asphalt, Curb, Sidewalk, etc.	1	Lump Sum	\$100,428.00	\$100,428.00	\$643,000.00	\$643,000.00	\$54,580.00	\$54,580.00	\$46,633.78	\$46,633.78	\$85,000.00	\$85,000.00
X	35	Regular Excavation	1	Lump Sum	\$116,935.00	\$116,935.00	\$52,000.00	\$52,000.00	\$13,732.00	\$13,732.00	\$15,556.95	\$15,556.95	\$34,000.00	\$34,000.00
X	36	Subsoil Excavation	1	Lump Sum	\$143,461.00	\$143,461.00	\$15,000.00	\$15,000.00	\$35,186.00	\$35,186.00	\$9,362.00	\$9,362.00	\$25,000.00	\$25,000.00
X	37	Vinyl Sheet Piling	1	Lump Sum	\$31,667.00	\$31,667.00	\$72,000.00	\$72,000.00	\$20,286.00	\$20,286.00	\$42,182.00	\$42,182.00	\$68,000.00	\$68,000.00
X	38	Concrete Reinforced	1	Lump Sum	\$45,264.00	\$45,264.00	\$103,000.00	\$103,000.00	\$13,287.00	\$13,287.00	\$25,705.68	\$25,705.68	\$17,000.00	\$17,000.00
X	39	A-3 Fill	1	Lump Sum	\$103,805.00	\$103,805.00	\$72,000.00	\$72,000.00	\$76,480.00	\$76,480.00	\$20,124.50	\$20,124.50	\$60,000.00	\$60,000.00
X	40	Guardrail Removal	1	Lump Sum	\$3,595.00	\$3,595.00	\$5,000.00	\$5,000.00	\$5,031.00	\$5,031.00	\$4,072.15	\$4,072.15	\$4,800.00	\$4,800.00
X	41	Handrail (Index 515-052/051 42", Type 1)	1	Lump Sum	\$82,481.00	\$82,481.00	\$12,000.00	\$12,000.00	\$29,601.00	\$29,601.00	\$30,800.45	\$30,800.45	\$50,000.00	\$50,000.00

EVALUATION TABULATION
RFB No. 23/24-140
Moody Avenue Emergency Repair

Alternate Bid					CGC, Inc.		Hubbard Construction Company		J. B. Coxwell Contracting, Inc.		Kirby Development, Inc		Superior Construction Company Southeast, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	42	Riprap, Rubble, F&I, Ditch Lining	1	Lump Sum	\$50,205.00	\$50,205.00	\$70,000.00	\$70,000.00	\$64,630.00	\$64,630.00	\$13,872.00	\$13,872.00	\$98,000.00	\$98,000.00
X	43	Pipe Culvert, RCP, Round, 72" S/CD	1	Lump Sum	\$290,674.00	\$290,674.00	\$205,000.00	\$205,000.00	\$214,252.00	\$214,252.00	\$127,593.70	\$127,593.70	\$248,000.00	\$248,000.00
X	44	Straight Concrete Endwalls, 72", Double, 0 Degrees, Round	1	Lump Sum	\$227,487.00	\$227,487.00	\$108,000.00	\$108,000.00	\$186,048.00	\$186,048.00	\$77,448.00	\$77,448.00	\$250,000.00	\$250,000.00
X	45	Miscellaneous	1	Lump Sum	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$76,600.00	\$76,600.00	\$40,397.62	\$40,397.62	\$10,000.00	\$10,000.00
Replacement of Existing Roadway														
X	46	Type B Stabalization	1	Lump Sum	\$26,616.00	\$26,616.00	\$45,000.00	\$45,000.00	\$13,795.00	\$13,795.00	\$2,235.33	\$2,235.33	\$15,000.00	\$15,000.00
X	47	Optional Base, Base Group 06	1	Lump Sum	\$35,024.00	\$35,024.00	\$55,000.00	\$55,000.00	\$20,210.00	\$20,210.00	\$5,899.68	\$5,899.68	\$35,000.00	\$35,000.00
X	48	Milling Existing Asphalt Pavement, 1-1/2" Avg Depth	1	Lump Sum	\$43,083.00	\$43,083.00	\$18,800.00	\$18,800.00	\$28,800.00	\$28,800.00	\$16,262.18	\$16,262.18	\$4,500.00	\$4,500.00

EVALUATION TABULATION
RFB No. 23/24-140
Moody Avenue Emergency Repair

Alternate Bid					CGC, Inc.		Hubbard Construction Company		J. B. Coxwell Contracting, Inc.		Kirby Development, Inc		Superior Construction Company Southeast, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	49	Superpave Asphaltic Conc, Traffic C	1	Lump Sum	\$63,597.00	\$63,597.00	\$113,800.00	\$113,800.00	\$24,940.00	\$24,940.00	\$27,413.10	\$27,413.10	\$30,000.00	\$30,000.00
X	50	Temporary Painted Pavement Markings, Standard, White, Solid, 6"	1	Lump Sum	\$3,510.00	\$3,510.00	\$5,000.00	\$5,000.00	\$324.00	\$324.00	\$750.00	\$750.00	\$1,750.00	\$1,750.00
X	51	Temporary Painted Pavement markings, Standard, Yellow, Skip, 6"	1	Lump Sum	\$2,405.00	\$2,405.00	\$5,000.00	\$5,000.00	\$324.00	\$324.00	\$450.00	\$450.00	\$1,750.00	\$1,750.00
X	52	Thermo, Standard - Other Surfaces, White, Solid 6"	1	Lump Sum	\$4,810.00	\$4,810.00	\$7,000.00	\$7,000.00	\$1,080.00	\$1,080.00	\$1,650.00	\$1,650.00	\$3,500.00	\$3,500.00
X	53	Thermo, Standard-Other Surfaces, Yellow, Solid 6"	1	Lump Sum	\$4,810.00	\$4,810.00	\$7,000.00	\$7,000.00	\$1,080.00	\$1,080.00	\$1,650.00	\$1,650.00	\$3,500.00	\$3,500.00
X	54	Miscellaneous	1	Lump Sum	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$29,877.00	\$29,877.00	\$11,977.56	\$11,977.56	\$31,000.00	\$31,000.00

EVALUATION TABULATION
RFB No. 23/24-140
Moody Avenue Emergency Repair

Alternate Bid					CGC, Inc.		Hubbard Construction Company		J. B. Coxwell Contracting, Inc.		Kirby Development, Inc		Superior Construction Company Southeast, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
As-Builts														
X	55	As-Built Drawing (24" x 36" construction drawing) CAD	1	Lump Sum	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$7,000.00	\$7,000.00	\$21,000.00	\$21,000.00	\$50,000.00	\$50,000.00
Payment & Performance Bond														
X	56	Payment & Performance Bond	1	Lump Sum	\$17,457.00	\$17,457.00	\$11,000.00	\$11,000.00	\$15,000.00	\$15,000.00	\$19,500.00	\$19,500.00	\$50,000.00	\$50,000.00
Total						\$2,563,858.00		\$2,406,600.00		\$1,771,775.00		\$787,161.19		\$1,735,800.00



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

[CGC, INC.] RESPONSE DOCUMENT REPORT

RFB No. 23/24-140

Moody Avenue Emergency Repair

RESPONSE DEADLINE: September 30, 2024 at 4:00 pm

Report Generated: Wednesday, October 2, 2024

CGC, Inc. Response

CONTACT INFORMATION

Company:

CGC, Inc.

Email:

office@cgccivil.com

Contact:

Richard Cannon Gaskin, Jr.

Address:

7036 12th Street W.
Jacksonville, FL 32220

Phone:

(904) 783-4119

Website:

N/A

Submission Date:

Sep 30, 2024 3:33 PM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Replacing the Existing Box Culvert with a New Box Culvert.					
1	Mobilization	1	Lump Sum	\$828,076.00	\$828,076.00
2	Maintenance of Traffic	1	Lump Sum	\$85,510.00	\$85,510.00
3	Dewatering	1	Lump Sum	\$193,180.00	\$193,180.00
4	Erosion Control	1	Lump Sum	\$23,081.00	\$23,081.00
5	Clearing and Grubbing	1	Lump Sum	\$31,415.00	\$31,415.00
6	Removal of Existing Box Culvert, Asphalt, Curb, Sidewalk, etc.	1	Lump Sum	\$100,428.00	\$100,428.00
7	Regular Excavation	1	Lump Sum	\$116,935.00	\$116,935.00
8	Subsoil Excavation	1	Lump Sum	\$143,461.00	\$143,461.00
9	Vinyl Sheet Piling	1	Lump Sum	\$31,667.00	\$31,667.00
10	Concrete Reinforced	1	Lump Sum	\$45,264.00	\$45,264.00
11	A-3 Fill	1	Lump Sum	\$103,805.00	\$103,805.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Guardrail Removal	1	Lump Sum	\$3,595.00	\$3,595.00
13	Handrail (Index 515-052/051 42", Type 1)	1	Lump Sum	\$82,481.00	\$82,481.00
14	Riprap, Rubble, F&I, Ditch Lining	1	Lump Sum	\$50,205.00	\$50,205.00
15	Box Culvert	1	Lump Sum	\$318,845.00	\$318,845.00
16	Headwalls	1	Lump Sum	\$227,487.00	\$227,487.00
17	Miscellaneous	1	Lump Sum	\$1,000.00	\$1,000.00
Replacement of Existing Roadway					
18	Type B Stabalization	1	Lump Sum	\$26,616.00	\$26,616.00
19	Optional Base, Base Group 06	1	Lump Sum	\$35,024.00	\$35,024.00
20	Milling Existing Asphalt Pavement, 1-1/2" Avg Depth	1	Lump Sum	\$43,083.00	\$43,083.00
21	Superpave Asphaltic Conc, Traffic C	1	Lump Sum	\$63,597.00	\$63,597.00
22	Temporary Painted Pavement Markings, Standard, White, Solid, 6"	1	Lump Sum	\$3,510.00	\$3,510.00
23	Temporary Painted Pavement markings, Standard, Yellow, Skip, 6"	1	Lump Sum	\$2,405.00	\$2,405.00
24	Thermo, Standard - Other Surfaces, White, Solid 6"	1	Lump Sum	\$4,810.00	\$4,810.00
25	Thermo, Standard- Other Surfaces, Yellow, Solid 6"	1	Lump Sum	\$4,810.00	\$4,810.00
26	Miscellaneous	1	Lump Sum	\$1,000.00	\$1,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
As-Builts					
27	As-Built Drawing (24" x 36" construction drawing) CAD	1	Lump Sum	\$3,000.00	\$3,000.00
Payment & Performance Bond					
28	Payment & Performance Bond	1	Lump Sum	\$17,457.00	\$17,457.00
TOTAL					\$2,591,747.00

ALTERNATE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Replacing the Existing Box Culvert with two (2) - 72" Reinforced Concrete Pipes and Headwalls					
29	Mobilization	1	Lump Sum	\$828,358.00	\$828,358.00
30	Maintenance of Traffic	1	Lump Sum	\$85,510.00	\$85,510.00
31	Dewatering	1	Lump Sum	\$193,180.00	\$193,180.00
32	Erosion Control	1	Lump Sum	\$23,081.00	\$23,081.00
33	Clearing and Grubbing	1	Lump Sum	\$31,415.00	\$31,415.00
34	Removal of Existing Box Culvert, Asphalt, Curb, Sidewalk, etc.	1	Lump Sum	\$100,428.00	\$100,428.00
35	Regular Excavation	1	Lump Sum	\$116,935.00	\$116,935.00
36	Subsoil Excavation	1	Lump Sum	\$143,461.00	\$143,461.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
37	Vinyl Sheet Piling	1	Lump Sum	\$31,667.00	\$31,667.00
38	Concrete Reinforced	1	Lump Sum	\$45,264.00	\$45,264.00
39	A-3 Fill	1	Lump Sum	\$103,805.00	\$103,805.00
40	Guardrail Removal	1	Lump Sum	\$3,595.00	\$3,595.00
41	Handrail (Index 515-052/051 42", Type 1)	1	Lump Sum	\$82,481.00	\$82,481.00
42	Riprap, Rubble, F&I, Ditch Lining	1	Lump Sum	\$50,205.00	\$50,205.00
43	Pipe Culvert, RCP, Round, 72" S/CD	1	Lump Sum	\$290,674.00	\$290,674.00
44	Straight Concrete Endwalls, 72", Double, 0 Degrees, Round	1	Lump Sum	\$227,487.00	\$227,487.00
45	Miscellaneous	1	Lump Sum	\$1,000.00	\$1,000.00
Replacement of Existing Roadway					
46	Type B Stabalization	1	Lump Sum	\$26,616.00	\$26,616.00
47	Optional Base, Base Group 06	1	Lump Sum	\$35,024.00	\$35,024.00
48	Milling Existing Asphalt Pavement, 1-1/2" Avg Depth	1	Lump Sum	\$43,083.00	\$43,083.00
49	Superpave Asphaltic Conc, Traffic C	1	Lump Sum	\$63,597.00	\$63,597.00
50	Temporary Painted Pavement Markings, Standard, White, Solid, 6"	1	Lump Sum	\$3,510.00	\$3,510.00
51	Temporary Painted Pavement markings, Standard, Yellow, Skip, 6"	1	Lump Sum	\$2,405.00	\$2,405.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
52	Thermo, Standard - Other Surfaces, White, Solid 6"	1	Lump Sum	\$4,810.00	\$4,810.00
53	Thermo, Standard- Other Surfaces, Yellow, Solid 6"	1	Lump Sum	\$4,810.00	\$4,810.00
54	Miscellaneous	1	Lump Sum	\$1,000.00	\$1,000.00
As-Builts					
55	As-Built Drawing (24" x 36" construction drawing) CAD	1	Lump Sum	\$3,000.00	\$3,000.00
Payment & Performance Bond					
56	Payment & Performance Bond	1	Lump Sum	\$17,457.00	\$17,457.00
TOTAL					\$2,563,858.00



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

[DB CIVIL CONSTRUCTION] RESPONSE DOCUMENT REPORT

RFB No. 23/24-140

Moody Avenue Emergency Repair

RESPONSE DEADLINE: September 30, 2024 at 4:00 pm

DB Civil Construction Response

CONTACT INFORMATION

Company:

DB Civil Construction

Email:

estimating@dbcivilconstruction.com

Contact:

David Borchert

Address:

4475 US-1 South, Suite 707

St Augustine, FL 32086

Phone:

(386) 256-7460

Website:

N/A

"No Bid" submitted on Sep 24, 2024 4:34 PM for the following reason:

We are too busy to respond



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

[HUBBARD CONSTRUCTION COMPANY] RESPONSE DOCUMENT REPORT

RFB No. 23/24-140

Moody Avenue Emergency Repair

RESPONSE DEADLINE: September 30, 2024 at 4:00 pm

Hubbard Construction Company Response

CONTACT INFORMATION

Company:

Hubbard Construction Company

Email:

wendy.vickery@hubbard.com

Contact:

Wendy Vickery

Address:

1936 Lee Road
Winter Park, FL 32789

Phone:

(407) 645-5500

Website:

www.hubbard.com

Submission Date:

Sep 30, 2024 3:37 PM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Replacing the Existing Box Culvert with a New Box Culvert.					
1	Mobilization	1	Lump Sum	\$252,000.00	\$252,000.00
2	Maintenance of Traffic	1	Lump Sum	\$15,000.00	\$15,000.00
3	Dewatering	1	Lump Sum	\$350,000.00	\$350,000.00
4	Erosion Control	1	Lump Sum	\$10,000.00	\$10,000.00
5	Clearing and Grubbing	1	Lump Sum	\$140,000.00	\$140,000.00
6	Removal of Existing Box Culvert, Asphalt, Curb, Sidewalk, etc.	1	Lump Sum	\$643,000.00	\$643,000.00
7	Regular Excavation	1	Lump Sum	\$52,000.00	\$52,000.00
8	Subsoil Excavation	1	Lump Sum	\$15,000.00	\$15,000.00
9	Vinyl Sheet Piling	1	Lump Sum	\$72,000.00	\$72,000.00
10	Concrete Reinforced	1	Lump Sum	\$103,000.00	\$103,000.00
11	A-3 Fill	1	Lump Sum	\$72,000.00	\$72,000.00

[HUBBARD CONSTRUCTION COMPANY] RESPONSE DOCUMENT REPORT

RFB No. 23/24-140

Moody Avenue Emergency Repair

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Guardrail Removal	1	Lump Sum	\$5,000.00	\$5,000.00
13	Handrail (Index 515-052/051 42", Type 1)	1	Lump Sum	\$12,000.00	\$12,000.00
14	Riprap, Rubble, F&I, Ditch Lining	1	Lump Sum	\$70,000.00	\$70,000.00
15	Box Culvert	1	Lump Sum	\$351,000.00	\$351,000.00
16	Headwalls	1	Lump Sum	\$83,400.00	\$83,400.00
17	Miscellaneous	1	Lump Sum	\$0.00	\$0.00
Replacement of Existing Roadway					
18	Type B Stabalization	1	Lump Sum	\$45,000.00	\$45,000.00
19	Optional Base, Base Group 06	1	Lump Sum	\$55,000.00	\$55,000.00
20	Milling Existing Asphalt Pavement, 1-1/2" Avg Depth	1	Lump Sum	\$18,800.00	\$18,800.00
21	Superpave Asphaltic Conc, Traffic C	1	Lump Sum	\$113,800.00	\$113,800.00
22	Temporary Painted Pavement Markings, Standard, White, Solid, 6"	1	Lump Sum	\$5,000.00	\$5,000.00
23	Temporary Painted Pavement markings, Standard, Yellow, Skip, 6"	1	Lump Sum	\$5,000.00	\$5,000.00
24	Thermo, Standard - Other Surfaces, White, Solid 6"	1	Lump Sum	\$7,000.00	\$7,000.00
25	Thermo, Standard- Other Surfaces, Yellow, Solid 6"	1	Lump Sum	\$7,000.00	\$7,000.00
26	Miscellaneous	1	Lump Sum	\$0.00	\$0.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
As-Builts					
27	As-Built Drawing (24" x 36" construction drawing) CAD	1	Lump Sum	\$15,000.00	\$15,000.00
Payment & Performance Bond					
28	Payment & Performance Bond	1	Lump Sum	\$11,000.00	\$11,000.00
TOTAL					\$2,528,000.00

ALTERNATE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Replacing the Existing Box Culvert with two (2) - 72" Reinforced Concrete Pipes and Headwalls					
29	Mobilization	1	Lump Sum	\$252,000.00	\$252,000.00
30	Maintenance of Traffic	1	Lump Sum	\$15,000.00	\$15,000.00
31	Dewatering	1	Lump Sum	\$350,000.00	\$350,000.00
32	Erosion Control	1	Lump Sum	\$10,000.00	\$10,000.00
33	Clearing and Grubbing	1	Lump Sum	\$140,000.00	\$140,000.00
34	Removal of Existing Box Culvert, Asphalt, Curb, Sidewalk, etc.	1	Lump Sum	\$643,000.00	\$643,000.00
35	Regular Excavation	1	Lump Sum	\$52,000.00	\$52,000.00
36	Subsoil Excavation	1	Lump Sum	\$15,000.00	\$15,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
37	Vinyl Sheet Piling	1	Lump Sum	\$72,000.00	\$72,000.00
38	Concrete Reinforced	1	Lump Sum	\$103,000.00	\$103,000.00
39	A-3 Fill	1	Lump Sum	\$72,000.00	\$72,000.00
40	Guardrail Removal	1	Lump Sum	\$5,000.00	\$5,000.00
41	Handrail (Index 515-052/051 42", Type 1)	1	Lump Sum	\$12,000.00	\$12,000.00
42	Riprap, Rubble, F&I, Ditch Lining	1	Lump Sum	\$70,000.00	\$70,000.00
43	Pipe Culvert, RCP, Round, 72" S/CD	1	Lump Sum	\$205,000.00	\$205,000.00
44	Straight Concrete Endwalls, 72", Double, 0 Degrees, Round	1	Lump Sum	\$108,000.00	\$108,000.00
45	Miscellaneous	1	Lump Sum	\$0.00	\$0.00
Replacement of Existing Roadway					
46	Type B Stabalization	1	Lump Sum	\$45,000.00	\$45,000.00
47	Optional Base, Base Group 06	1	Lump Sum	\$55,000.00	\$55,000.00
48	Milling Existing Asphalt Pavement, 1-1/2" Avg Depth	1	Lump Sum	\$18,800.00	\$18,800.00
49	Superpave Asphaltic Conc, Traffic C	1	Lump Sum	\$113,800.00	\$113,800.00
50	Temporary Painted Pavement Markings, Standard, White, Solid, 6"	1	Lump Sum	\$5,000.00	\$5,000.00
51	Temporary Painted Pavement markings, Standard, Yellow, Skip, 6"	1	Lump Sum	\$5,000.00	\$5,000.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
52	Thermo, Standard - Other Surfaces, White, Solid 6"	1	Lump Sum	\$7,000.00	\$7,000.00
53	Thermo, Standard- Other Surfaces, Yellow, Solid 6"	1	Lump Sum	\$7,000.00	\$7,000.00
54	Miscellaneous	1	Lump Sum	\$0.00	\$0.00
As-Builts					
55	As-Built Drawing (24" x 36" construction drawing) CAD	1	Lump Sum	\$15,000.00	\$15,000.00
Payment & Performance Bond					
56	Payment & Performance Bond	1	Lump Sum	\$11,000.00	\$11,000.00
TOTAL					\$2,406,600.00



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

[J. B. COXWELL CONTRACTING, INC.] RESPONSE DOCUMENT REPORT

RFB No. 23/24-140

Moody Avenue Emergency Repair

RESPONSE DEADLINE: September 30, 2024 at 4:00 pm

J. B. Coxwell Contracting, Inc. Response

CONTACT INFORMATION

Company:

J. B. Coxwell Contracting, Inc.

Email:

garlandc@jbcowell.com

Contact:

Garland Chick

Address:

6741 Lloyd Rd W
Jacksonville, FL 32254

Phone:

N/A

Website:

N/A

Submission Date:

Sep 30, 2024 2:53 PM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Replacing the Existing Box Culvert with a New Box Culvert.					
1	Mobilization	1	Lump Sum	\$385,138.00	\$385,138.00
2	Maintenance of Traffic	1	Lump Sum	\$10,065.00	\$10,065.00
3	Dewatering	1	Lump Sum	\$482,767.00	\$482,767.00
4	Erosion Control	1	Lump Sum	\$9,936.00	\$9,936.00
5	Clearing and Grubbing	1	Lump Sum	\$5,264.00	\$5,264.00
6	Removal of Existing Box Culvert, Asphalt, Curb, Sidewalk, etc.	1	Lump Sum	\$54,579.00	\$54,579.00
7	Regular Excavation	1	Lump Sum	\$13,732.00	\$13,732.00
8	Subsoil Excavation	1	Lump Sum	\$40,620.00	\$40,620.00
9	Vinyl Sheet Piling	1	Lump Sum	\$5,112.00	\$5,112.00
10	Concrete Reinforced	1	Lump Sum	\$6,914.00	\$6,914.00
11	A-3 Fill	1	Lump Sum	\$86,656.00	\$86,656.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Guardrail Removal	1	Lump Sum	\$5,031.00	\$5,031.00
13	Handrail (Index 515-052/051 42", Type 1)	1	Lump Sum	\$29,601.00	\$29,601.00
14	Riprap, Rubble, F&I, Ditch Lining	1	Lump Sum	\$64,630.00	\$64,630.00
15	Box Culvert	1	Lump Sum	\$295,162.00	\$295,162.00
16	Headwalls	1	Lump Sum	\$138,284.00	\$138,284.00
17	Miscellaneous	1	Lump Sum	\$76,600.00	\$76,600.00
Replacement of Existing Roadway					
18	Type B Stabalization	1	Lump Sum	\$14,240.00	\$14,240.00
19	Optional Base, Base Group 06	1	Lump Sum	\$20,640.00	\$20,640.00
20	Milling Existing Asphalt Pavement, 1-1/2" Avg Depth	1	Lump Sum	\$28,800.00	\$28,800.00
21	Superpave Asphaltic Conc, Traffic C	1	Lump Sum	\$24,940.00	\$24,940.00
22	Temporary Painted Pavement Markings, Standard, White, Solid, 6"	1	Lump Sum	\$318.00	\$318.00
23	Temporary Painted Pavement markings, Standard, Yellow, Skip, 6"	1	Lump Sum	\$318.00	\$318.00
24	Thermo, Standard - Other Surfaces, White, Solid 6"	1	Lump Sum	\$1,060.00	\$1,060.00
25	Thermo, Standard- Other Surfaces, Yellow, Solid 6"	1	Lump Sum	\$1,060.00	\$1,060.00
26	Miscellaneous	1	Lump Sum	\$29,877.00	\$29,877.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
As-Builts					
27	As-Built Drawing (24" x 36" construction drawing) CAD	1	Lump Sum	\$7,000.00	\$7,000.00
Payment & Performance Bond					
28	Payment & Performance Bond	1	Lump Sum	\$17,000.00	\$17,000.00
TOTAL					\$1,855,344.00

ALTERNATE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Replacing the Existing Box Culvert with two (2) - 72" Reinforced Concrete Pipes and Headwalls					
29	Mobilization	1	Lump Sum	\$379,248.00	\$379,248.00
30	Maintenance of Traffic	1	Lump Sum	\$10,065.00	\$10,065.00
31	Dewatering	1	Lump Sum	\$435,119.00	\$435,119.00
32	Erosion Control	1	Lump Sum	\$9,936.00	\$9,936.00
33	Clearing and Grubbing	1	Lump Sum	\$5,264.00	\$5,264.00
34	Removal of Existing Box Culvert, Asphalt, Curb, Sidewalk, etc.	1	Lump Sum	\$54,580.00	\$54,580.00
35	Regular Excavation	1	Lump Sum	\$13,732.00	\$13,732.00
36	Subsoil Excavation	1	Lump Sum	\$35,186.00	\$35,186.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
37	Vinyl Sheet Piling	1	Lump Sum	\$20,286.00	\$20,286.00
38	Concrete Reinforced	1	Lump Sum	\$13,287.00	\$13,287.00
39	A-3 Fill	1	Lump Sum	\$76,480.00	\$76,480.00
40	Guardrail Removal	1	Lump Sum	\$5,031.00	\$5,031.00
41	Handrail (Index 515-052/051 42", Type 1)	1	Lump Sum	\$29,601.00	\$29,601.00
42	Riprap, Rubble, F&I, Ditch Lining	1	Lump Sum	\$64,630.00	\$64,630.00
43	Pipe Culvert, RCP, Round, 72" S/CD	1	Lump Sum	\$214,252.00	\$214,252.00
44	Straight Concrete Endwalls, 72", Double, 0 Degrees, Round	1	Lump Sum	\$186,048.00	\$186,048.00
45	Miscellaneous	1	Lump Sum	\$76,600.00	\$76,600.00
Replacement of Existing Roadway					
46	Type B Stabalization	1	Lump Sum	\$13,795.00	\$13,795.00
47	Optional Base, Base Group 06	1	Lump Sum	\$20,210.00	\$20,210.00
48	Milling Existing Asphalt Pavement, 1-1/2" Avg Depth	1	Lump Sum	\$28,800.00	\$28,800.00
49	Superpave Asphaltic Conc, Traffic C	1	Lump Sum	\$24,940.00	\$24,940.00
50	Temporary Painted Pavement Markings, Standard, White, Solid, 6"	1	Lump Sum	\$324.00	\$324.00
51	Temporary Painted Pavement markings, Standard, Yellow, Skip, 6"	1	Lump Sum	\$324.00	\$324.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
52	Thermo, Standard - Other Surfaces, White, Solid 6"	1	Lump Sum	\$1,080.00	\$1,080.00
53	Thermo, Standard- Other Surfaces, Yellow, Solid 6"	1	Lump Sum	\$1,080.00	\$1,080.00
54	Miscellaneous	1	Lump Sum	\$29,877.00	\$29,877.00
As-Builts					
55	As-Built Drawing (24" x 36" construction drawing) CAD	1	Lump Sum	\$7,000.00	\$7,000.00
Payment & Performance Bond					
56	Payment & Performance Bond	1	Lump Sum	\$15,000.00	\$15,000.00
TOTAL					\$1,771,775.00



Clay County

Purchasing / Administrative and Contractual Services

477 Houston Street, Green Cove Springs, FL 32043

[KIRBY DEVELOPMENT, INC] RESPONSE DOCUMENT REPORT

RFB No. 23/24-140

Moody Avenue Emergency Repair

RESPONSE DEADLINE: September 30, 2024 at 4:00 pm

Kirby Development, Inc Response

CONTACT INFORMATION

Company:

Kirby Development, Inc

Email:

bkluge@kirbydevelopment.com

Contact:

Brian Kluge

Address:

108 Lee Road
jacksonville, FL 32225

Phone:

(904) 445-8305

Website:

N/A

Submission Date:

Sep 30, 2024 12:42 PM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Replacing the Existing Box Culvert with a New Box Culvert.					
1	Mobilization	1	Lump Sum	\$25,559.36	\$25,559.36
2	Maintenance of Traffic	1	Lump Sum	\$41,443.20	\$41,443.20
3	Dewatering	1	Lump Sum	\$126,821.95	\$126,821.95
4	Erosion Control	1	Lump Sum	\$4,900.00	\$4,900.00
5	Clearing and Grubbing	1	Lump Sum	\$25,900.00	\$25,900.00
6	Removal of Existing Box Culvert, Asphalt, Curb, Sidewalk, etc.	1	Lump Sum	\$46,633.78	\$46,633.78
7	Regular Excavation	1	Lump Sum	\$15,556.95	\$15,556.95
8	Subsoil Excavation	1	Lump Sum	\$9,362.00	\$9,362.00
9	Vinyl Sheet Piling	1	Lump Sum	\$42,182.00	\$42,182.00
10	Concrete Reinforced	1	Lump Sum	\$25,705.68	\$25,705.68
11	A-3 Fill	1	Lump Sum	\$20,124.50	\$20,124.50

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Guardrail Removal	1	Lump Sum	\$4,072.15	\$4,072.15
13	Handrail (Index 515-052/051 42", Type 1)	1	Lump Sum	\$30,800.45	\$30,800.45
14	Riprap, Rubble, F&I, Ditch Lining	1	Lump Sum	\$13,872.00	\$13,872.00
15	Box Culvert	1	Lump Sum	\$126,672.00	\$126,672.00
16	Headwalls	1	Lump Sum	\$83,003.20	\$83,003.20
17	Miscellaneous	1	Lump Sum	\$67,977.56	\$67,977.56
Replacement of Existing Roadway					
18	Type B Stabalization	1	Lump Sum	\$5,449.53	\$5,449.53
19	Optional Base, Base Group 06	1	Lump Sum	\$14,382.88	\$14,382.88
20	Milling Existing Asphalt Pavement, 1-1/2" Avg Depth	1	Lump Sum	\$11,292.36	\$11,292.36
21	Superpave Asphaltic Conc, Traffic C	1	Lump Sum	\$27,413.10	\$27,413.10
22	Temporary Painted Pavement Markings, Standard, White, Solid, 6"	1	Lump Sum	\$750.00	\$750.00
23	Temporary Painted Pavement markings, Standard, Yellow, Skip, 6"	1	Lump Sum	\$450.00	\$450.00
24	Thermo, Standard - Other Surfaces, White, Solid 6"	1	Lump Sum	\$1,650.00	\$1,650.00
25	Thermo, Standard- Other Surfaces, Yellow, Solid 6"	1	Lump Sum	\$1,650.00	\$1,650.00
26	Miscellaneous	1	Lump Sum	\$11,977.56	\$11,977.56

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
As-Builts					
27	As-Built Drawing (24" x 36" construction drawing) CAD	1	Lump Sum	\$21,000.00	\$21,000.00
Payment & Performance Bond					
28	Payment & Performance Bond	1	Lump Sum	\$21,000.00	\$21,000.00
TOTAL					\$827,602.21

ALTERNATE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Replacing the Existing Box Culvert with two (2) - 72" Reinforced Concrete Pipes and Headwalls					
29	Mobilization	1	Lump Sum	\$25,559.36	\$25,559.36
30	Maintenance of Traffic	1	Lump Sum	\$41,443.20	\$41,443.20
31	Dewatering	1	Lump Sum	\$126,821.95	\$126,821.95
32	Erosion Control	1	Lump Sum	\$4,900.00	\$4,900.00
33	Clearing and Grubbing	1	Lump Sum	\$25,900.00	\$25,900.00
34	Removal of Existing Box Culvert, Asphalt, Curb, Sidewalk, etc.	1	Lump Sum	\$46,633.78	\$46,633.78
35	Regular Excavation	1	Lump Sum	\$15,556.95	\$15,556.95
36	Subsoil Excavation	1	Lump Sum	\$9,362.00	\$9,362.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
37	Vinyl Sheet Piling	1	Lump Sum	\$42,182.00	\$42,182.00
38	Concrete Reinforced	1	Lump Sum	\$25,705.68	\$25,705.68
39	A-3 Fill	1	Lump Sum	\$20,124.50	\$20,124.50
40	Guardrail Removal	1	Lump Sum	\$4,072.15	\$4,072.15
41	Handrail (Index 515-052/051 42", Type 1)	1	Lump Sum	\$30,800.45	\$30,800.45
42	Riprap, Rubble, F&I, Ditch Lining	1	Lump Sum	\$13,872.00	\$13,872.00
43	Pipe Culvert, RCP, Round, 72" S/CD	1	Lump Sum	\$127,593.70	\$127,593.70
44	Straight Concrete Endwalls, 72", Double, 0 Degrees, Round	1	Lump Sum	\$77,448.00	\$77,448.00
45	Miscellaneous	1	Lump Sum	\$40,397.62	\$40,397.62
Replacement of Existing Roadway					
46	Type B Stabalization	1	Lump Sum	\$2,235.33	\$2,235.33
47	Optional Base, Base Group 06	1	Lump Sum	\$5,899.68	\$5,899.68
48	Milling Existing Asphalt Pavement, 1-1/2" Avg Depth	1	Lump Sum	\$16,262.18	\$16,262.18
49	Superpave Asphaltic Conc, Traffic C	1	Lump Sum	\$27,413.10	\$27,413.10
50	Temporary Painted Pavement Markings, Standard, White, Solid, 6"	1	Lump Sum	\$750.00	\$750.00
51	Temporary Painted Pavement markings, Standard, Yellow, Skip, 6"	1	Lump Sum	\$450.00	\$450.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
52	Thermo, Standard - Other Surfaces, White, Solid 6"	1	Lump Sum	\$1,650.00	\$1,650.00
53	Thermo, Standard- Other Surfaces, Yellow, Solid 6"	1	Lump Sum	\$1,650.00	\$1,650.00
54	Miscellaneous	1	Lump Sum	\$11,977.56	\$11,977.56
As-Builts					
55	As-Built Drawing (24" x 36" construction drawing) CAD	1	Lump Sum	\$21,000.00	\$21,000.00
Payment & Performance Bond					
56	Payment & Performance Bond	1	Lump Sum	\$19,500.00	\$19,500.00
TOTAL					\$787,161.19



Clay County
Purchasing / Administrative and Contractual Services
477 Houston Street, Green Cove Springs, FL 32043

[SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC] RESPONSE DOCUMENT REPORT

RFB No. 23/24-140

Moody Avenue Emergency Repair

RESPONSE DEADLINE: September 30, 2024 at 4:00 pm

Superior Construction Company Southeast, LLC Response

CONTACT INFORMATION

Company:

Superior Construction Company Southeast, LLC

Email:

see@superiorconstruction.com

Contact:

Katie Gearing

Address:

7072 Business Park Blvd N
Jacksonville, FL 32256

Phone:

(904) 292-4240

Website:

N/A

Submission Date:

Sep 30, 2024 3:42 PM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Replacing the Existing Box Culvert with a New Box Culvert.					
1	Mobilization	1	Lump Sum	\$160,000.00	\$160,000.00
2	Maintenance of Traffic	1	Lump Sum	\$25,000.00	\$25,000.00
3	Dewatering	1	Lump Sum	\$280,000.00	\$280,000.00
4	Erosion Control	1	Lump Sum	\$50,000.00	\$50,000.00
5	Clearing and Grubbing	1	Lump Sum	\$35,000.00	\$35,000.00
6	Removal of Existing Box Culvert, Asphalt, Curb, Sidewalk, etc.	1	Lump Sum	\$85,000.00	\$85,000.00
7	Regular Excavation	1	Lump Sum	\$34,000.00	\$34,000.00
8	Subsoil Excavation	1	Lump Sum	\$25,000.00	\$25,000.00
9	Vinyl Sheet Piling	1	Lump Sum	\$68,000.00	\$68,000.00
10	Concrete Reinforced	1	Lump Sum	\$17,000.00	\$17,000.00
11	A-3 Fill	1	Lump Sum	\$60,000.00	\$60,000.00

[SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC] RESPONSE DOCUMENT REPORT

RFB No. 23/24-140

Moody Avenue Emergency Repair

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Guardrail Removal	1	Lump Sum	\$4,800.00	\$4,800.00
13	Handrail (Index 515-052/051 42", Type 1)	1	Lump Sum	\$50,000.00	\$50,000.00
14	Riprap, Rubble, F&I, Ditch Lining	1	Lump Sum	\$98,000.00	\$98,000.00
15	Box Culvert	1	Lump Sum	\$230,000.00	\$230,000.00
16	Headwalls	1	Lump Sum	\$250,000.00	\$250,000.00
17	Miscellaneous	1	Lump Sum	\$10,000.00	\$10,000.00
Replacement of Existing Roadway					
18	Type B Stabalization	1	Lump Sum	\$15,000.00	\$15,000.00
19	Optional Base, Base Group 06	1	Lump Sum	\$35,000.00	\$35,000.00
20	Milling Existing Asphalt Pavement, 1-1/2" Avg Depth	1	Lump Sum	\$4,500.00	\$4,500.00
21	Superpave Asphaltic Conc, Traffic C	1	Lump Sum	\$30,000.00	\$30,000.00
22	Temporary Painted Pavement Markings, Standard, White, Solid, 6"	1	Lump Sum	\$1,750.00	\$1,750.00
23	Temporary Painted Pavement markings, Standard, Yellow, Skip, 6"	1	Lump Sum	\$1,750.00	\$1,750.00
24	Thermo, Standard - Other Surfaces, White, Solid 6"	1	Lump Sum	\$3,500.00	\$3,500.00
25	Thermo, Standard- Other Surfaces, Yellow, Solid 6"	1	Lump Sum	\$3,500.00	\$3,500.00
26	Miscellaneous	1	Lump Sum	\$31,000.00	\$31,000.00

[SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC] RESPONSE DOCUMENT REPORT

RFB No. 23/24-140

Moody Avenue Emergency Repair

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
As-Builts					
27	As-Built Drawing (24" x 36" construction drawing) CAD	1	Lump Sum	\$50,000.00	\$50,000.00
Payment & Performance Bond					
28	Payment & Performance Bond	1	Lump Sum	\$50,000.00	\$50,000.00
TOTAL					\$1,707,800.00

ALTERNATE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Replacing the Existing Box Culvert with two (2) - 72" Reinforced Concrete Pipes and Headwalls					
29	Mobilization	1	Lump Sum	\$170,000.00	\$170,000.00
30	Maintenance of Traffic	1	Lump Sum	\$25,000.00	\$25,000.00
31	Dewatering	1	Lump Sum	\$280,000.00	\$280,000.00
32	Erosion Control	1	Lump Sum	\$50,000.00	\$50,000.00
33	Clearing and Grubbing	1	Lump Sum	\$35,000.00	\$35,000.00
34	Removal of Existing Box Culvert, Asphalt, Curb, Sidewalk, etc.	1	Lump Sum	\$85,000.00	\$85,000.00
35	Regular Excavation	1	Lump Sum	\$34,000.00	\$34,000.00
36	Subsoil Excavation	1	Lump Sum	\$25,000.00	\$25,000.00

[SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC] RESPONSE DOCUMENT REPORT

Invitation For Bid - Moody Avenue Emergency Repair

Page 4

[SUPERIOR CONSTRUCTION COMPANY SOUTHEAST, LLC] RESPONSE DOCUMENT REPORT

RFB No. 23/24-140

Moody Avenue Emergency Repair

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
37	Vinyl Sheet Piling	1	Lump Sum	\$68,000.00	\$68,000.00
38	Concrete Reinforced	1	Lump Sum	\$17,000.00	\$17,000.00
39	A-3 Fill	1	Lump Sum	\$60,000.00	\$60,000.00
40	Guardrail Removal	1	Lump Sum	\$4,800.00	\$4,800.00
41	Handrail (Index 515-052/051 42", Type 1)	1	Lump Sum	\$50,000.00	\$50,000.00
42	Riprap, Rubble, F&I, Ditch Lining	1	Lump Sum	\$98,000.00	\$98,000.00
43	Pipe Culvert, RCP, Round, 72" S/CD	1	Lump Sum	\$248,000.00	\$248,000.00
44	Straight Concrete Endwalls, 72", Double, 0 Degrees, Round	1	Lump Sum	\$250,000.00	\$250,000.00
45	Miscellaneous	1	Lump Sum	\$10,000.00	\$10,000.00
Replacement of Existing Roadway					
46	Type B Stabalization	1	Lump Sum	\$15,000.00	\$15,000.00
47	Optional Base, Base Group 06	1	Lump Sum	\$35,000.00	\$35,000.00
48	Milling Existing Asphalt Pavement, 1-1/2" Avg Depth	1	Lump Sum	\$4,500.00	\$4,500.00
49	Superpave Asphaltic Conc, Traffic C	1	Lump Sum	\$30,000.00	\$30,000.00
50	Temporary Painted Pavement Markings, Standard, White, Solid, 6"	1	Lump Sum	\$1,750.00	\$1,750.00
51	Temporary Painted Pavement markings, Standard, Yellow, Skip, 6"	1	Lump Sum	\$1,750.00	\$1,750.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
52	Thermo, Standard - Other Surfaces, White, Solid 6"	1	Lump Sum	\$3,500.00	\$3,500.00
53	Thermo, Standard- Other Surfaces, Yellow, Solid 6"	1	Lump Sum	\$3,500.00	\$3,500.00
54	Miscellaneous	1	Lump Sum	\$31,000.00	\$31,000.00
As-Builts					
55	As-Built Drawing (24" x 36" construction drawing) CAD	1	Lump Sum	\$50,000.00	\$50,000.00
Payment & Performance Bond					
56	Payment & Performance Bond	1	Lump Sum	\$50,000.00	\$50,000.00
TOTAL					\$1,735,800.00



In Partnership With



Non-Mandatory Pre-Bid Meeting
 RFB No. 23/24-140, Moody Avenue Emergency Repair
 September 20, 2024, 9:00 am

Company	First Name	Last Name	Phone Number	Email Address
A.J. JOHNS	TODD	PATRICK	(904) 641-2055	estimating@ajjohns.com
Kirby Development	Brian	Kluge	(904) 445-8305	bkluge@kirbydevelopment.com
Reeves Construction	Lianna	Mullins	(912) 628-0337	lmullins@reevescc.com
CGC, inc	Jomy	Barton	(904) 783-4119	office@cgcivil.com
Preferred Materials Inc	CHRIS	SKIBA	(904) 738-3128	CHRIS.SKIBA@preferredmaterials.com
Pete Henry CDM Contracting	Pete	Henry	(386) 496-3883	p.henry@cdmcontracting.com
CDM CONTRACTING, INC	PHILIP	WILLIAMS	(386) 496-3883	P.WILLIAMS@CDMCONTRACTING.COM
Superior Construction	PAAN AN	AGRAWAL	(904) 292-4240	SEED@SUPERIORSE.COM
FISHER HUSBARD CONT.	DUSTIN	BAKER	(407) 280-9415	DUSTIN.BAKER@HUSBARD.COM
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Project View Count

374

Vendor Funnel

 Followers	19
 Downloaders	24
 Applicants	8
 No Bids	1
 Submissions	5

Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
Arrive Alive Traffic Control LLC  <i>shaun.saunders@aatcfl.com</i>	✓	✓			
Arrive Alive Traffic Control LLC  <i>jean.aurel@aatcfl.com</i>		✓			
CGC, Inc.  <i>office@cgccivil.com</i>	✓	✓	✓		✓
Cathcart Construction Company - <i>cathcart01@yahoo.com</i>	✓				
ConstructConnect  <i>content@constructconnect.com</i>		✓			
DB Civil Construction  <i>estimating@dbcivilconstruction.com</i>	✓	✓	✓	✓	
Dodge Data And Analytics  <i>jayalakshmil@construction.com</i>		✓			
Dodgedocs <i>dodge.bidding@construction.com</i>		✓			
East Coast Site & Utilities, LLC <i>ecsitellc.office@gmail.com</i>	✓		✓		

Florida Surety Bonds, Inc. <input checked="" type="radio"/> No <i>kim@floridasuretybonds.com</i>	✓			
Florida Surety Bonds, Inc. <input checked="" type="radio"/> No <i>sarah@floridasuretybonds.com</i>	✓			
Grading & Bush Hog Services, Inc. <i>gbhsinc@gmail.com</i>	✓	✓	✓	
Hubbard Construction Company <i>asphalt.estimate@hubbard.com</i>	✓	✓		
Hubbard Construction Company <i>wendy.vickery@hubbard.com</i>	✓	✓	✓	✓
J. B. Coxwell Contracting, Inc. <input checked="" type="radio"/> <i>garlandc@jbcowell.com</i>	✓	✓	✓	✓
Jax Utilities Management, Inc. <input checked="" type="radio"/> <i>amjames@jaxum.com</i>	✓	✓		
KNEPPS CONSTRUCTION & EX <i>brendon@kneppconstruction.com</i>	✓			
Kirby Development, Inc. <input checked="" type="radio"/> No Re <i>bkluge@kirbydevelopment.com</i>	✓	✓	✓	✓
Lewiston <i>woodstr3313@gmail.com</i>		✓		
None <i>martin.larinas@gmail.com</i>		✓		
North America Procurement Cour <i>notifications@napc.me</i>		✓		
Prime Vendor Inc. <input checked="" type="radio"/> No Reviews <i>primevendor124@gmail.com</i>		✓		
RAB Secure Entry <i>mbell.ringabell@gmail.com</i>	✓	✓		
Reeves Construction Company <i>aconner@reevescc.com</i>	✓	✓		
Romines Inc <i>rominesbailey@gmail.com</i>	✓	✓		
Source Management <input checked="" type="radio"/> No Revi <i></i>	✓	✓		

<i>sourcemanagement@deltek.com</i>					
Superior Construction Company & <i>see@superiorconstruction.com</i>	✓	✓	✓		✓
VendorLink, LLC  No Reviews <i>bids@evendorlink.com</i>		✓			
n/a <i>footbaall2000@gmail.com</i>		✓			



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County
Commissioners

DATE: 9/13/2024

FROM: Mike Brown, Zoning Chief

SUBJECT:

Land Development Code Change to add a new Conditional Use of Rural Event Venue.

This item was continued from the September 24, 2024 BCC Board meeting.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Land Development Code is to amend portions of Section 3-5, Conditional Uses to create a new conditional use of Rural Event Venue and to permit the Rural Event Venue use as a Conditional Use in Branran Field Rural Suburbs, Lake Asbury Rural Community land uses, and in Agricultural/Residential zoning districts.

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

N/A

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

Planning Requirements:
Public Hearing Required (Yes/No):

Yes

Hearing Type: Second Public Hearing

Initiated By: Staff

Requires two public hearings for adoption. This is the final public hearing.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▫ Ordinance ZON 24-0020	Ordinance	10/2/2024	-_Rural_Event_Venue__final_Ord.pdf
▫ Staff Report ZON 24-0020	Backup Material	10/2/2024	Revised_staff_report.pdf
▫ County Noise Ordinance	Backup Material	9/4/2024	Sec._15_5.____Disturbing_the_peace.-1ada.pdf
▫ Type B Buffer Requirements	Backup Material	9/4/2024	Type_B_-_Buffer_Requirementsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	10/2/2024 - 5:42 PM	Item Pushed to Agenda

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, RELATING TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED PURSUANT TO ORDINANCE 93-16, AS SUBSEQUENTLY AMENDED AND COMPRISING THE ZONING AND LAND USE PROVISIONS BY AMENDING THE FOLLOWING SECTIONS: SECTION 3-5 RELATED TO CONDITIONAL USES TO ADD CONDITIONAL USE OF RURAL EVENT VENUE PROVIDING THE CONDITIONS REQUIRED FOR THE NEW CONDITIONAL USE; SECTION 3-33A.II.1.b RELATED TO THE CONDITIONAL USES IN BRANAN FIELD RURAL SUBURBS LAND USE TO ADD A NEW SUBSECTION xiii RURAL EVENT VENUE; SECTION 3-33B.B.3.b RELATED TO THE CONDITIONAL USES IN LAKE ASBURY RURAL COMMUNITY LAND USE TO ADD A NEW SUBSECTION xi Rural EVENT VENUE; AND SECTION 3-13(c) REALTED TO CONDITIONAL USE IN AGRICULTURAL/RESIDENTIAL ZONING TO ADD NEW SUBSECTION (27) RURAL EVENT VENUE AND TO RE-ORDER THE LISTED CONDITIONAL USES IN SECTION 3-5 (a) TO (bv) ALPHABETICALLY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board adopted Ordinance 1993-16, as amended, which created Article III of the Clay County Land Development Code being the Zoning and Land Use Development Regulations; and,

WHEREAS, the Board desires to amend certain provisions in Article III of the Clay County Land Development Code as provided below.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. As used herein, the term “Article III” shall mean and refer to Article III of the Clay County Land Development Code, (the Code), being the codification of Ordinance No. 93-16 and comprising the Zoning and Land Use provisions of the Code.

Section 2. Sec. 3-5 of Article III, which provides for conditional uses, is hereby amended to add Rural Event Venue as a Conditional Use as Subsection (bm) as follows:

(bm) *Rural Event Venue.*

(1) For purposes of this subsection, a Rural Event Venue shall mean a venue located on land within the Branan Field Master Plan with a land use designation of Rural

Suburbs, land within the Lake Asbury Master Planned with land use designation of Rural Community, or land zoned Agricultural/Residential within which the following uses are permitted:

- (i) The uses permitted under the rural event center conditional uses category elsewhere provided in this Section 3-5(bl) including the congregation of people in exchange for remuneration for events that include weddings, reunions, retreats and picnics or other similar events or celebrations, together with food, beverage and sundries vendors engaged for an event.
- (ii) The uses permitted under the youth camp conditional use elsewhere provided in this Section 3-5(bu), which may be undertaken in exchange for remuneration.
- (iii) The uses permitted under the retreat center conditional use elsewhere provided in this Section 3-5(bi), which may be undertaken in exchange for remuneration.

(2) Definitions - For the purposes of this subsection, the following words and phrases shall have the meanings ascribed to them by this subsection:

- (i) *Cabin* - means a structure that is permanently affixed to the ground and not intended as long-term residence. Structures shall comply with all applicable building codes and regulations adopted by the Board of County Commissioners and the State of Florida.
- (ii) *Cabin site* – means a parcel of land which is utilized for a cabin. Cabin sites shall be shown on an approved site plan in accord with this section.
- (iii) *Recreational Vehicle* – means, for the purpose of this section, a vehicular portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreation or vacation uses, permanently identified as an RV by the manufacturer of the vehicle and shall include:
 - a. Camping trailers (including the terms pop-up or pop-out trailer), which means a folding structure, mounted on wheels and designed for travel, recreation or vacation use;
 - b. Motor homes, which means a portable, temporary dwelling to be used for travel, recreation or vacation uses, and constructed as an integral part of a self-propelled vehicle;
 - c. Travel trailers, (including the term fifth-wheel trailer), which means a non-self-propelled structure;
 - d. Truck campers, (including the terms pick-up coach, topper or slide out camper), which means a structure designed to be mounted on the bed or chassis of a truck.
 - e. Park Models are not permitted under this definition.

- (iv) Recreational Vehicle Site – means a parcel of land within a Rural Event Venue designed and improved for the accommodation of not more than one RV or up to two tents. RV sites shall be shown on an approved site plan in accord with this Section.
 - (v) Retreat Center. A facility comprised of Retreat Facilities and Accessory Buildings/Facilities designed to accommodate Retreat Activities.
 - (vi) Retreat Facilities. Facilities generally consisting of one or more main buildings functioning as the Retreat Center. Including Buildings or facilities, typically clustered, including guest house accommodations, either separate or in conjunction with the Retreat Facilities; administrative facilities; chapels; canteen (service) building(s) containing restroom facilities, bath-house facilities, pool facilities, food service facilities, snack bar, multi-use areas, and small areas for producing hand-made arts and crafts, literature, and other miscellaneous items; maintenance shed and workshop; gazebo area; recreational and picnic areas including ball diamond, children’s play area, and other game areas as desired and as space permits; and camping area (small scale) including tent camping, Adirondack style facilities, and RV units for overnight and short-term lodging.
 - (vii) Retreat Activities. Activities undertaken at Retreat Centers by which the natural amenities of the land are utilized for physical, mental and spiritual relaxation and rehabilitation through Retreat Facilities and Accessory Buildings/Facilities. Such activities may include general assembly for fellowship activities, worship, seminars, and specialized training, rehabilitative and therapeutic programs, and may include regular meetings of a group or congregation for purposes typically associated with uses permitted under Section 3-38 herein.
 - (viii) Sanitary station – means a facility used for removing and disposing of waste from RV holding tanks and other structures/residences.
 - (ix) Tent – means a collapsible structure of canvas or other material, stretched and sustained by poles and usually made fast by ropes attached to pegs or stakes hammered into the ground.
 - (x) Tent site – means a parcel of land within a Rural Event Venue designed and improved for the accommodation of up to two tents.
- (3) The conditions applicable to the Rural Event Venue uses permitted under paragraph (1) hereof are as follows:

- (i) The Rural Event Venue shall not be less than fifty (50) contiguous acres in size.
- (ii) The Rural Event Venue must be accessible by a paved public road.
- (iii) All parking for all use within a Rural Event Venue shall be on-site only. Off-site parking is prohibited. On-site parking may be unpaved provided that the area set aside for parking is clearly delineated and attendants are deployed as needed to ensure that parking is in rows with sufficient space between rows for vehicle parking and exiting maneuvering.
- (iv) A perimeter buffer shall be required in accordance with Section 6-8 of Clay County Ordinance 2003-19, which pertains to perimeter buffers under the Tree Protection and Landscaping Standards contained therein. Specifically, perimeter buffers shall be a minimum of seventy-five (75) feet in width and in compliance with those regulations applicable to Type “B” perimeter buffer as specified in paragraph 6-8(5)(b) of said ordinance, as amended.
- (v) Prior to commencing the operation of a Rural Event Venue, the operator thereof must submit to the Planning and Zoning Division an application for a conditional use verification. This will include at a minimum, a site plan submitted for staff review and approval. The site plan shall show the following elements: tent, RV, semi-primitive wilderness, and cabin sites; recreational areas; waterfront development such as swimming areas, boardwalks, docks or canoe launch sites; specific buildings and their uses; buffers; driveways and roads; access points, and other elements as requested by County staff.
- (vi) All outdoor activity areas, swimming pools, ball fields and courts and parking areas must be set back at least one hundred (100) feet from all property lines.
- (vii) Held Events must comply with the requirements of the Clay County Event Ordinance where applicable.
- (viii) RV sites may comprise no more than twenty (20) percent of the area of the overall Rural Event Venue property.
- (ix) Alcoholic beverages may be sold to event attendees for on-site consumption only provided that a license therefor has been issued by the Florida Division of Alcoholic Beverages and Tobacco, and that sales occur only between the hours of 7:00 a.m. and 12:00 a.m. Attendees may bring alcoholic beverages on-site if permitted by the operator to be consumed on-site in connection with a specific event.
- (x) Design and other standards for RV sites:

- a. The density of camp sites in Rural Event Venue shall not exceed a maximum density of twelve (12) RVs or twenty-four (24) tents per net acre.
- b. The setback for all camp sites and permanent structures from all public road rights-of-way and the parcel boundary shall be a minimum one hundred (100) feet.
- c. Access. Each RV site shall abut on at least one internal road within the boundaries of the Rural Event Venue, and access to the RV site shall be only from such an internal road.
- d. Tent camping may also be permitted on individual RV sites.
- e. There shall be a stabilized pad on the site for parking of the RV.
- f. Setbacks (for individual sites): RVs, seating, fire rings and all other accessory facilities and equipment shall be set back at least five (5) feet from the internal access road.
- g. Each recreational vehicle site shall contain a minimum five-foot vegetative buffer along its side perimeter. The vegetative buffer shall contain evergreen shrubs that will attain, and be maintained at, a minimum height of 48 inches. The shrubs shall be a minimum of 30” at planting and in staggered rows with the adjacent recreation vehicle site’s shrubs so as to form an opaque screen. Additionally, the buffer shall include a minimum of one 2” canopy tree. The remainder of the required buffer area shall be landscaped with turf grass or other ground cover.
- h. RV Appurtenances and accessory structures. Temporary appurtenances, such as cabanas and awnings, may be erected on a RV site as long as such appurtenances do not intrude into a designated buffer area or the internal access road setback or violate state standards.

(xi) Cabin site standards:

- a. Each cabin site or group of cabins shall have access to an internal road within the boundaries of the Rural Event Venue, and access to the site shall be only from such an internal road.
- b. Cabins shall not exceed a maximum of 5,000 square feet each in size.
- c. Cabins seating, fire rings and all other accessory facilities and equipment shall be set back at least five (5) feet from the internal access road.

(xii) Tent Site Standards

- a. Tent sites should be clustered away from RV sites to minimize noise and visual impacts.
- b. Each tent site shall have access to an internal road within the boundaries of the Rural Event Venue, and access to the site shall be only from such an internal road.
- c. Tents, seating, fire rings and all other accessory facilities and equipment shall be set back at least five (5) feet from the internal access road.

- (xiii) No RV, cabin, or tent shall be considered to be a permanent resident, and occupancy shall be limited to 180 consecutive days , and no more than 200 days in any one year.
- (xiv) Adequate sewage treatment, permitted by the appropriate entity, will be provided for the uses within the Rural Event Venue.
- (xv) All internal roads shall be designed and constructed to support emergency services apparatus.
- (xvi) The provisions of Sec. 15-5 of the Clay County Code shall not apply to artificially amplified sound or noise or to percussive sound or noise, both as defined in said Sec. 15-5, coming from the property on Thursdays between the hours of 5 p.m. to 10 p.m., on Fridays and/or Saturdays between the hours of 9:00 a.m. to 11:00 p.m. and/or on Sundays between the hours of 10 a.m. to 5 p.m.
- (xvii) RV sites may be platted. If RV site are platted, all applicable requirements for platting of a major subdivision shall be complied with.
- (xvii) The Rural Event Venue conditional use does not apply to bona fide agritourism activities as defined in Florida Statutes Section 570.86

Section 3. Subsection 3-5 is hereby amended to re-order all of the conditional uses, inclusive of the additions in Sections 2 above, alphabetically, as follows:

- (bm) ~~Sales from Vehicles~~ Rural Event Venue
- (bn) ~~Seasonal Outdoor Sales~~ Sales from Vehicles
- (bo) ~~Skating Rinks and Skate Parks (Indoor)~~ Seasonal Outdoor Sales
- (bp) ~~Solar Farms~~ Skating Rinks and Skate Parks (Indoor)
- (bq) ~~Swimming Pools~~ Solar Farms
- (br) ~~Temporary Living Quarters during contraction of a residence~~ Swimming Pools
- (bs) ~~Temporary Structures or Buildings~~ Temporary Living Quarters during contraction of a residence
- (bt) ~~Trench Sanitary Landfill~~ Temporary Structure or Buildings
- (bu) ~~Youth Camps~~ Trench Sanitary Landfill
- (bv) Youth Camps

Section 4. Subsection 3-13(c) is hereby amended to add the following Conditional Uses in the Agricultural/Residential District (Zone AR):

(27) Rural Event Venue

Section 5. Subsection 3-33.B.B.3.b is hereby amended to add the following Conditional Use in the Lake Asbury Rural Community (LA RC) Land Use:

xi. Rural Event Venue

Section 6. Subsection 3-33AII.1.b. is hereby amended to add the following Conditional Use in the BF Rural Suburbs (BF RS) land use:

xiii. Rural Event Venue.

Section 7. If any section, phrase, sentence or portion of the ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 8. This Ordinance shall take effect as provided by Florida general law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of October, 2024.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By: _____
Jim Renninger, Its Chairman

ATTEST:

By: _____
Tara S. Green,
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board



1 **Staff Report Land Development Code Text Amendment**
2 **ZON 24-0020**

3
4
5 **Applicant:** Clay County Planning and Zoning Division
6
7

8 **Introduction**

9 This county-initiated amendment to Article III of the Land Development Code is to amend portions
10 of Section 3-5, Conditional Uses to create a new conditional use of Rural Event Venue and to permit
11 the Rural Event Venue use as a Conditional Use in Branan Field Rural Suburbs, Lake Asbury Rural
12 Community land uses and Agricultural/Residential zoning districts.
13

14 **Description**

15
16 As part of the ongoing effort to update the County Land Development Code, planning and zoning
17 staff is proposing a change to Sec. 3-5 Conditional Use. The proposed change would add a new
18 conditional use, Rural Event Venue, to Sec. 3-5. This new conditional use would be permitted in the
19 Branan Field Rural Suburbs land use, the Lake Asbury Rural Community land use, and the
20 Agricultural/Residential zoning district.
21

22 **Overview of Rural Event Venue Conditional Use**

- 23
24 • Uses allowed under the Rural Event Center, Youth Camp and/or Retreat Center. Ownership
25 may be private for-profit or not-for-profit.
26 • Minimum 50 acres in size
27 • Access by paved road
28 • Perimeter buffer min. width 75 ft. Type B buffer requirements
29 • Must receive approval as Rural Event Venue prior to commencing operations from the
30 Planning and Zoning Division
31 • RV site may comprise up to 20% of property (max density of 12 RV sites per acre)
32 • RV design guidelines consistent with Campground and Youth Camp conditional use
33 • Provisions of Sec. 15-5 of the Clay County Code (Noise) will apply for amplified or
34 percussive sound except for Thursday between 5 p.m. and 10 p.m., Friday and Saturdays
35 between 9:00 a.m. and 11:00 p.m. and Sundays between 10 a.m. and 5:00 p.m.
36
37
38

39 **Proposed Text for Rural Event Venue (Sec. 3-5 (bm))**

40

41 The draft propose text of the Rural Event Venue is as follows:

42

43 (bm) Rural Event Venue.

44

45 (1) For purposes of this subsection, a Rural Event Venue shall mean a venue located on land
46 within the Branan Field Master Plan with a land use designation of Rural Suburbs, land
47 within the Lake Asbury Master Planned with land use designation of Rural Community, or
48 land zoned Agricultural/Residential within which the following uses are permitted:

49

50 (i) The uses permitted under the rural event center conditional uses category elsewhere
51 provided in this Section 3-5(bl) including the congregation of people in exchange for
52 remuneration for events that include weddings, reunions, retreats and picnics or
53 other similar events or celebrations, together with food, beverage and sundries
54 vendors engaged for an event.

55

56 (ii) The uses permitted under the youth camp conditional use elsewhere provided in this
57 Section 3-5(bu), which may be undertaken in exchange for remuneration.

58

59 (iii) The uses permitted under the retreat center conditional use elsewhere provided in
60 this Section 3-5(bi), which may be undertaken in exchange for remuneration.

61

62 (2) Definitions - For the purposes of this subsection, the following words and phrases shall have
63 the meanings ascribed to them by this subsection:

64

65 (i) Cabin - means a structure that is permanently affixed to the ground and not intended
66 as long-term residence. Structures shall comply with all applicable building codes
67 and regulations adopted by the Board of County Commissioners and the State of
68 Florida.

69

70 (ii) Cabin site – means a parcel of land which is utilized for a cabin. Cabin sites shall be
71 shown on an approved site plan in accord with this section.

72

73 (iii) Recreational Vehicle – means, for the purpose of this section, a vehicular portable
74 structure built on a chassis, designed to be used as a temporary dwelling for travel,
75 recreation or vacation uses, permanently identified as an RV by the manufacturer of
76 the vehicle and shall include:

77

- 78 a. Camping trailers (including the terms pop-up or pop-out trailer), which means
79 a folding structure, mounted on wheels and designed for travel, recreation or
80 vacation use;
81 b. Motor homes, which means a portable, temporary dwelling to be used for travel,
82 recreation or vacation uses, and constructed as an integral part of a self-propelled
83 vehicle;
84 c. Travel trailers, (including the term fifth-wheel trailer), which means a non-self-
85 propelled structure;
86 d. Truck campers, (including the terms pick-up coach, topper or slide out camper),
87 which means a structure designed to be mounted on the bed or chassis of a truck.
88 e. Park Models are not permitted under this definition.
89
90 (iv) Recreational Vehicle Site – means a parcel of land within a Rural Event Venue
91 designed and improved for the accommodation of not more than one RV or up to
92 two tents. RV sites shall be shown on an approved site plan in accord with this
93 Section.
94
95 (v) Retreat Center. A facility comprised of Retreat Facilities and Accessory
96 Buildings/Facilities designed to accommodate Retreat Activities.
97
98 (vi) Retreat Facilities. Facilities generally consisting of one or more main buildings
99 functioning as the Retreat Center. Including Buildings or facilities, typically
100 clustered, including guest house accommodations, either separate or in conjunction
101 with the Retreat Facilities; administrative facilities; chapels; canteen (service)
102 building(s) containing restroom facilities, bath-house facilities, pool facilities, food
103 service facilities, snack bar, multi-use areas, and small areas for producing hand-
104 made arts and crafts, literature, and other miscellaneous items; maintenance shed
105 and workshop; gazebo area; recreational and picnic areas including ball diamond,
106 children’s play area, and other game areas as desired and as space permits; and
107 camping area (small scale) including tent camping, Adirondack style facilities, and
108 RV units for overnight and short-term lodging.
109
110 (vii) Retreat Activities. Activities undertaken at Retreat Centers by which the natural
111 amenities of the land are utilized for physical, mental and spiritual relaxation and
112 rehabilitation through Retreat Facilities and Accessory Buildings/Facilities. Such
113 activities may include general assembly for fellowship activities, worship, seminars,
114 and specialized training, rehabilitative and therapeutic programs, and may include
115 regular meetings of a group or congregation for purposes typically associated with
116 uses permitted under Section 3-38 herein.
117
118 (viii) Sanitary station – means a facility used for removing and disposing of waste from
119 RV holding tanks and other structures/residences.
120

121 (ix) Tent – means a collapsible structure of canvas or other material, stretched and
122 sustained by poles and usually made fast by ropes attached to pegs or stakes
123 hammered into the ground.

124
125 (x) Tent site – means a parcel of land within a Rural Event Venue designed and
126 improved for the accommodation of up to two tents.

127
128 (3) The conditions applicable to the Rural Event Venue uses permitted under paragraph (1)
129 hereof are as follows:

130
131 (i) The Rural Event Venue shall not be less than fifty (50) contiguous acres in size.

132
133 (ii) The Rural Event Venue must be accessible by a paved public road.

134
135 (iii) All parking for all use within a Rural Event Venue shall be on-site only. Off-site
136 parking is prohibited. On-site parking may be unpaved provided that the area set
137 aside for parking is clearly delineated and attendants are deployed as needed to
138 ensure that parking is in rows with sufficient space between rows for vehicle parking
139 and exiting maneuvering.

140
141 (iv) A perimeter buffer shall be required in accordance with Section 6-8 of Clay County
142 Ordinance 2003-19, which pertains to perimeter buffers under the Tree Protection
143 and Landscaping Standards contained therein. Specifically, perimeter buffers shall
144 be a minimum of seventy-five (75) feet in width and in compliance with those
145 regulations applicable to Type “B” perimeter buffer as specified in paragraph 6-
146 8(5)(b) of said ordinance, as amended.

147
148 (v) Prior to commencing the operation of a Rural Event Venue, the operator thereof
149 must submit to the Planning and Zoning Division an application for a conditional
150 use verification. This will include at a minimum, a site plan submitted for staff review
151 and approval. The site plan shall show the following elements: tent, RV, semi-
152 primitive wilderness, and cabin sites; recreational areas; waterfront development
153 such as swimming areas, boardwalks, docks or canoe launch sites; specific buildings
154 and their uses; buffers; driveways and roads; access points, and other elements as
155 requested by County staff.

156
157 (vi) All outdoor activity areas, swimming pools, ball fields and courts and parking areas
158 must be set back at least one hundred (100) feet from all property lines.

159
160 (vii) Held Events must comply with the requirements of the Clay County Event
161 Ordinance where applicable.

162

- 163 (viii) RV sites may comprise no more than twenty (20) percent of the area of the overall
164 Rural Event Venue property.
- 165
- 166 (ix) Alcoholic beverages may be sold to event attendees for on-site consumption only
167 provided that a license therefor has been issued by the Florida Division of Alcoholic
168 Beverages and Tobacco, and that sales occur only between the hours of 7:00 a.m. and
169 12:00 a.m. Attendees may bring alcoholic beverages on-site if permitted by the
170 operator to be consumed on-site in connection with a specific event.
- 171
- 172 (x) Design and other standards for RV sites:
- 173 a. The density of camp sites in Rural Event Venue shall not exceed a maximum
174 density of twelve (12) RVs or twenty-four (24) tents per net acre.
- 175 b. The setback for all camp sites and permanent structures from all public road
176 rights-of-way and the parcel boundary shall be a minimum one hundred (100)
177 feet.
- 178 c. Access. Each RV site shall abut on at least one internal road within the
179 boundaries of the Rural Event Venue, and access to the RV site shall be only from
180 such an internal road.
- 181 d. Tent camping may also be permitted on individual RV sites.
- 182 e. There shall be a stabilized pad on the site for parking of the RV.
- 183 f. Setbacks (for individual sites): RVs, seating, fire rings and all other accessory
184 facilities and equipment shall be set back at least five (5) feet from the internal
185 access road.
- 186 g. Each recreational vehicle site shall contain a minimum five-foot vegetative buffer
187 along its side perimeter. The vegetative buffer shall contain evergreen shrubs
188 that will attain, and be maintained at, a minimum height of 48 inches. The
189 shrubs shall be a minimum of 30" at planting and in staggered rows with the
190 adjacent recreation vehicle site's shrubs so as to form an opaque
191 screen. Additionally, the buffer shall include a minimum of one 2" canopy
192 tree. The remainder of the required buffer area shall be landscaped with turf
193 grass or other ground cover.
- 194 h. RV Appurtenances and accessory structures. Temporary appurtenances, such
195 as cabanas and awnings, may be erected on a RV site as long as such
196 appurtenances do not intrude into a designated buffer area or the internal access
197 road setback or violate state standards.
- 198
- 199 (xi) Cabin site standards:
- 200 a. Each cabin site or group of cabins shall have access to an internal road within the
201 boundaries of the Rural Event Venue, and access to the site shall be only from
202 such an internal road.
- 203 b. Cabins shall not exceed a maximum of 5,000 square feet each in size.

- 204 c. Cabins seating, fire rings and all other accessory facilities and equipment shall be
205 set back at least five (5) feet from the internal access road.
206
207 (xii) Tent Site Standards
208 a. Tent sites should be clustered away from RV sites to minimize noise and visual
209 impacts.
210 b. Each tent site shall have access to an internal road within the boundaries of the
211 Rural Event Venue, and access to the site shall be only from such an internal
212 road.
213 c. Tents, seating, fire rings and all other accessory facilities and equipment shall be
214 set back at least five (5) feet from the internal access road.
215
216 (xiii) No RV, cabin, or tent shall be considered to be a permanent resident, and occupancy
217 shall be limited to 180 consecutive days , and no more than 200 days in any one year.
218
219 (xiv) Adequate sewage treatment, permitted by the appropriate entity, will be provided for
220 the uses within the Rural Event Venue.
221
222 (xv) All internal roads shall be designed and constructed to support emergency services
223 apparatus.
224
225 (xvi) The provisions of Sec. 15-5 of the Clay County Code shall not apply to artificially
226 amplified sound or noise or to percussive sound or noise, both as defined in said Sec.
227 15-5, coming from the property on Thursdays between the hours of 5 p.m. to 10 p.m.,
228 on Fridays and/or Saturdays between the hours of 9:00 a.m. to 11:00 p.m. and/or on
229 Sundays between the hours of 10 a.m. to 5 p.m.
230
231 (xvii) RV sites may be platted. If RV site are platted, all applicable requirements for platting
232 of a major subdivision shall be complied with.
233
234 (xviii) The Rural Event Venue conditional use does not apply to bonafide agritourism
235 activities as defined in Florida Statutes Section 570.86
236

237 **Recommendation**
238

239 Staff recommends adoption of the proposed LDC text change as set forth above.

Sec. 15-5. Disturbing the peace.

- (a) *Definitions.* As used in this section and unless the context clearly requires otherwise, the terms and phrases defined in section 15-20 of this Code shall have the meanings therein ascribed, and the following terms and phrases shall have the meanings herein ascribed:
- (1) *Alcoholic beverage establishment* shall mean a place, business or other establishment holding a nontemporary license for the consumption of alcoholic beverages thereon.
 - (2) *Artificially amplified sound or noise* shall mean any of the following:
 - a. Any sound or noise caused by or for which the intensity is increased through the use or operation of any electronic sound amplifying device.
 - b. And any sound or noise caused by or produced through the use or operation of any media player, radio device or sound producing instrument.
 - (3) *Completely enclosed* with respect to the passenger compartment of a motor vehicle shall mean completely and entirely enclosed in glass, fiberglass, metal and other rigid materials with all windows completely closed, all doors securely shut and all removable tops latched in place.
 - (4) *Dog* shall mean any single dog or group or pack of dogs.
 - (5) *Farm operation* shall mean a farm operation as defined in Section 823.14, Florida Statutes (2000).
 - (6) *Intermittently* shall mean occurring on any three (3) distinct occasions, with the second and third such occasions being separated from the first and second such occasions, respectively, by intervals of not less than one (1) minute in duration.
 - (7) *Keep* and all tenses, participles, gerunds, infinitives and other forms and derivations thereof shall mean keep, house, board, control or maintain and all corresponding tenses, participles, gerunds, infinitives and other forms and derivations thereof.
 - (8) *Media player* shall mean any electronic device used in whole or in part for the playing, production or reproduction of any sound or noise from any form of recorded medium or digital data.
 - (9) *Motor vehicle* shall mean a motor vehicle as defined in Section 316.003(21), Florida Statutes (2000), that is powered or propelled by an internal combustion engine.
 - (10) *Muffler* shall mean an internal combustion engine's muffling device that for purposes of engine noise abatement functions at least as effectively as the original equipment installed by the manufacturer.
 - (11) *Nonresidential property* shall mean a parcel of real property developed, improved or used primarily for nonresidential activities and purposes.
 - (12) *Percussion instrument* shall mean any musical instrument, including, but not limited to, any drum, cymbal, gong, chime, bell, tambourine, triangle, glockenspiel, xylophone, piano, or maraca, from which sound is produced by the striking, rubbing or scraping of one (1) object with another or by being shaken.
 - (13) *Percussive sound or noise* shall mean any sound or noise caused by the use of a percussion instrument, whether amplified or unamplified.
 - (14) *Premises* shall mean the curtilage of and all improvements on a parcel of real property, and shall include any leasehold interest.
 - (15) *Racing vehicle* shall mean an unmuffled motor vehicle used or operated or designed or intended to be used or operated in professional or amateur motor vehicle racing competition.

-
- (16) *Radio device* shall mean any radio, television or other electronic device that receives transmissions of electromagnetic signals and converts the same to sound.
- (17) *Residence* shall mean a permanent structure used or intended to be used primarily for nontemporary single-family or multifamily dwelling purposes.
- (18) *Sound producing instrument* shall mean any electronic device for the production of any sound or noise through the direct playing, manipulation, activation, use or operation thereof, including, but not limited to, any electric or electronic musical instrument, but excluding any alarm, doorbell, chime, pager, telephone or cellular phone, and any warning or emergency signal device such as a siren, yelper, beeper, chime, horn or bell when utilized for its intended purpose.
- (19) *Uninterruptedly* shall mean occurring without any noticeable cessation.
- (20) *Unmuffled motor vehicle* shall mean a motor vehicle lacking a muffler.
- (b) *Barking dogs.*
- (1) *Prohibition in general.* It shall be unlawful and a violation of this subsection for a person to keep a dog that by barking, howling, baying or whining shall utter any sound that shall disturb the peace, quiet and repose of any other person of reasonable and ordinary sensibilities.
- (2) *Prohibition in particular.* It shall be unlawful and a violation of this subsection for a person to keep on any premises a dog that has uttered any sound by barking, howling, baying or whining, whether uninterruptedly or intermittently, during any period of five (5) consecutive minutes that is heard or capable of being heard by a person of ordinary hearing ability at any boundary line of such premises.
- (3) *Responsibilities of owners and leaseholders.* Any owner in possession or holder of a leasehold interest of any premises upon which any violation of this subsection is alleged to have occurred, and the on-premises manager or agent of such owner or holder, shall be deemed to be the keeper of the dog that is alleged to have been the cause of the violation.
- (c) *Artificially amplified sound or noise.*
- (1) *Prohibition in general.* It shall be unlawful and a violation of this subsection for a person to make or cause or to permit if within his or her control the making or causing of any artificially amplified sound or noise of a continuous duration which shall disturb the peace, quiet and repose of any other person of reasonable and ordinary sensibilities.
- (2) *Prohibition in particular.* It shall be unlawful and a violation of this subsection for a person on any premises to make or cause or to permit if within his or her control the making or causing of any artificially amplified sound or noise, whether uninterruptedly or intermittently, during any period of five (5) consecutive minutes that is heard or capable of being heard from within an occupied residence not the residence of such person by a person of ordinary hearing ability; provided, the provisions of this paragraph (2) shall not apply to artificially amplified sound or noise coming from the premises of an alcoholic beverage establishment between the hours of 7:00 a.m. and 12:00 a.m.
- (3) *Prohibition as to alcoholic beverage establishment.* It shall be unlawful and a violation of this subsection for a person on the premises of any alcoholic beverage establishment to make or cause or to permit if within his or her control the making or causing of any artificially amplified sound or noise between the hours of 12:00 a.m. and 7:00 a.m. that is heard or capable of being heard by a person of ordinary hearing ability at any boundary line of such premises.
- (4) *Prohibition as to vehicle.* It shall be unlawful and a violation of this subsection for a person operating a motor vehicle upon any public or private road or right-of-way to use or operate or to permit to be used or operated within or upon such motor vehicle any media player, radio device or sound producing instrument that produces any sound or noise that is heard by a person of ordinary hearing ability

within the completely enclosed passenger compartment of any other motor vehicle operated upon any public or private road or right-of-way.

- (5) *Responsibilities of owners and leaseholders.* Any owner in possession or holder of a leasehold interest of any premises upon which any violation of this subsection is alleged to have occurred, and the on-premises manager or agent of such owner or holder, shall be deemed to be exercising control under this subsection in the permitting of the making or causing of any artificially amplified sound or noise, unless any third-party invitee or licensee is directly responsible for the making or causing thereof, and the exerciser of control has made all reasonable and lawful attempts to abate the sound or noise, and, if necessary, to remove the third party from the premises by summoning the appropriate law enforcement agency, if necessary; provided, however, that such manager or agent of such owner or holder shall not be responsible for the actions of any trespassers.

(d) *Unmuffled motor vehicles.*

- (1) *Unmuffled motor vehicle prohibition.* It shall be unlawful and a violation of this subsection for a person to use or operate an unmuffled motor vehicle.
- (2) *Racing vehicle prohibition.* At any time that a racing vehicle is located on a public or private road or right-of-way, or on a residentially developed lot or parcel of land, or on a lot or parcel of land immediately adjacent to a residentially developed lot or parcel of land, it shall be unlawful and a violation of this subsection for a person to use or operate such racing vehicle, or to run or to permit, suffer or cause to be run the engine of such racing vehicle.

(e) *Percussive sound.*

- (1) *Prohibition in general.* It shall be unlawful and a violation of this subsection for a person to make or cause or to permit if within his or her control the making or causing of any percussive sound or noise of a continuous duration which shall disturb the peace, quiet and repose of any other person of reasonable and ordinary sensibilities.
- (2) *Prohibition in particular.* It shall be unlawful and a violation of this subsection for a person on any premises to make or cause or to permit if within his or her control the making or causing of any percussive sound or noise, whether uninterruptedly or intermittently, during any period of five (5) consecutive minutes that is heard or capable of being heard from within an occupied residence not the residence of such person by a person of ordinary hearing ability; provided, the provisions of this paragraph (2) shall not apply to percussive sound or noise coming from the premises of an alcoholic beverage establishment between the hours of 7:00 a.m. and 12:00 a.m.
- (3) *Prohibition as to alcoholic beverage establishment.* It shall be unlawful and a violation of this subsection for a person on the premises of any alcoholic beverage establishment to make or cause or to permit if within his or her control the making or causing of any percussive sound or noise between the hours of 12:00 a.m. and 7:00 a.m. that is heard or capable of being heard by a person of ordinary hearing ability at any boundary line of such premises.
- (4) *Responsibilities of owners and leaseholders.* Any owner in possession or holder of a leasehold interest of any premises upon which any violation of this subsection is alleged to have occurred, and the on-premises manager or agent of such owner or holder, shall be deemed to be exercising control under this subsection in the permitting of the making or causing of any percussive sound or noise, unless any third-party invitee or licensee is directly responsible for the making or causing thereof, and the exerciser of control has made all reasonable and lawful attempts to abate the sound or noise, and, if necessary, to remove the third party from the premises by summoning the appropriate law enforcement agency, if necessary; provided, however, that such manager or agent of such owner or holder shall not be responsible for the actions of any trespassers.

(f) *Exceptions.*

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- (1) *As to dogs.* The provisions of subsection (b) shall not apply to the following:
- a. *Law enforcement and hunting.* The barking, howling, baying or whining of a dog utilized and engaged in law enforcement activities or under the direct supervision and control of the keeper thereof while lawfully engaged in a hunting activity or exhibition.
 - b. *Supervision.* The barking, howling, baying or whining of a dog while outside of any enclosed and habitable structure and under the direct supervision and control of the keeper thereof if such keeper immediately and effectively abates such barking, howling, baying or whining. An enclosed and habitable structure does not include a dog house or a dog run.
 - c. *Board-operated facility.* The barking, howling, baying or whining of a dog kept at any facility operated by the board for animal control purposes.
 - d. *Farm operation.* The barking, howling, baying or whining of a dog kept on any premises actually used in connection with a bona fide farm operation.
 - e. *Security dog.* With respect to any dog kept for security purposes on the premises of any nonresidential property, the barking, howling, baying or whining thereof in direct response to such dog's detection of a person who has entered or attempted to enter such premises during any period of time that such premises are unattended, so long as such barking, howling, baying or whining has abated within a period of five (5) minutes immediately following the departure of the person so entering or attempting to enter such premises.
 - f. *Commercial kennel.* The barking, howling, baying or whining of a dog kept on any premises actually used in connection with a bona fide commercial kennel lawfully operating as a nonconforming or conditional use therefor under the zoning provisions of the county's land development regulations applicable thereto.
- (2) *As to artificially amplified sound.* The provisions of subsection (c) shall not apply to the following:
- a. *Government property.* Artificially amplified sound or noise caused or made on premises owned or leased by any governmental entity if caused or made in connection with any activity or event occurring thereon with the express permission of such governmental entity through its authorized agents.
 - b. *Official business.* Artificially amplified sound or noise caused or made by an officer, employee, contractor or agent of any public or private utility, emergency services provider or governmental entity in the performance of his or her official duties.
- (3) *As to vehicles.* The provisions of subsection (d) shall not apply to the following:
- a. *Repair.* The use or operation of an unmuffled motor vehicle between the hours of 7:00 a.m. and 9:00 p.m. while being repaired or serviced at a commercial, governmental or institutional automotive repair facility.
 - b. *Delivery for repair.* The use or operation of an unmuffled motor vehicle other than a racing vehicle while being delivered to a commercial, governmental or institutional automotive repair facility for muffler repair work.
 - c. *Racing event.* The use or operation of a racing vehicle while engaged in a professional or amateur sanctioned, competitive sports event for which an admission or entry fee is charged, in practice or time trials for and at the site of such event, or in preparation for such event, practice or time trials at the site of such event.
 - d. *Grace period.* The use or operation of an unmuffled motor vehicle other than a racing vehicle within a period of seventy-two (72) hours immediately following the failure of its muffler to

function so as to abate engine noise at least as effectively as the original equipment installed by the manufacturer.

- e. *Manufacturer testing.* The use or operation of a motor vehicle in connection with engineering, design or equipment testing activities by or on behalf of the manufacturer thereof.
 - f. *Certain equipment.* The use or operation of any construction or agricultural equipment either on a job site or while traveling on any public or private road or right-of-way.
- (g) *Nonavailability of certain defenses.* The following circumstances shall not give rise to or constitute a defense to the prosecution of a violation of this section as a misdemeanor under subsection (i) or as a civil infraction under subsection (j):
- (1) *Nonownership of dog.* The keeper of the dog that is alleged to have been the cause of any violation of subsection (b) is not the owner thereof.
 - (2) *Absence as to dog.* The keeper of the dog that is alleged to have been the cause of any violation of subsection (b) was absent from the place of the alleged violation during the violation.
 - (3) *Absence as to artificially amplified sound or noise.* The owner or leaseholder of the premises or the on-premises manager or agent of such owner or leaseholder of the premises under subsection (c)(5) was absent from the place of an alleged violation of subsection (c)(2) or (c)(3) during the violation.
 - (4) *Nonownership of vehicle.* The operator of the motor vehicle or racing vehicle that is alleged to have been the cause of any violation of subsection (d) is not the owner thereof.
 - (5) *Absence as to percussive sound or noise.* The owner or leaseholder of the premises or the on-premises manager or agent of such owner or leaseholder of the premises under subsection (e)(4) was absent from the place of an alleged violation of subsection (e)(2) or (e)(3) during the violation.
- (h) *Multiple dogs.* If more than one (1) dog is kept at the same premises upon which any violation of subsection (b) is alleged to have occurred, proof of which dog or dogs were the cause of the violation shall not be required nor shall any evidence distinguishing one (1) dog from another in the causation of the violation be deemed relevant in the prosecution of a violation of this section as a misdemeanor under subsection (i) or as a civil infraction under subsection (j).
- (i) *Violation prosecuted as misdemeanor.* A person committing a violation under this section that would be deemed a habitual violation as defined in section 15-20 of this Code if charged as a civil infraction shall be guilty of an offense that, pursuant to Section 125.69, Florida Statutes (2000), and any successor thereto, shall be prosecuted in the same manner as misdemeanors are prosecuted, and upon conviction, shall be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the county jail, not to exceed sixty (60) days, or by both such fine and imprisonment, if such violation and the second violation by which such violation would be deemed a habitual violation are committed within a period of one hundred eighty (180) days following the commission of the prior violation applicable to such second violation.
- (j) *Violation prosecuted as civil infraction.* The provisions of section 15-20 of this Code may be used to enforce subsection (b)(1), (b)(2), (c)(1), (c)(2), (c)(3), (c)(4), (d)(1), (d)(2), (e)(1), (e)(2) or (e)(3) as an nonexclusive alternative to enforcement by any other means authorized by law. The violation of subsection (b)(2) on the premises of a residence or the violation of subsection (b)(1), (c)(1), (c)(2), (c)(4), (e)(1) or (e)(2) shall constitute a civil infraction that, for purposes of section 15-20 of this Code and the civil penalties provided thereunder, is designated as a category 1 civil infraction for an initial violation, as a category 3 civil infraction for a second violation, and as a category 6 civil infraction for a habitual violation. The violation of subsection (b)(2) on the premises of nonresidential property or the violation of subsection (c)(3), (d)(1), (d)(2) or (e)(3) shall constitute a civil infraction that, for purposes of section 15-20 of this Code and the civil penalties provided thereunder, is designated as a category 1 civil infraction for an initial violation, as a category 6 civil infraction for a second violation, and as a category 10 civil infraction for a habitual violation.

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- (k) *Nuisance.* Any person who has committed or is responsible for the commission or causing of a violation under this section that constitutes a habitual violation as defined in section 15-20 of this Code shall be deemed guilty of maintaining a nuisance within the meaning of Section 823.05, Florida Statutes (2000), if such habitual violation is committed within a period of one hundred eighty (180) days following the commission of the first of the predicate violations therefor. Such nuisance, the premises upon which the same is maintained and the person responsible for causing the same shall be subject to abatement and injunction as provided in Sections 60.05 and 60.06, Florida Statutes (2000).
- (l) *Applicability.* The provisions of this section shall be applicable throughout the unincorporated area of the county.

(Ord. No. 88-19, §§ 1-10, 2-23-88; Ord. No. 2001-37, §§ 1, 3, 7-10-01; Ord. No. 2001-63, § 1, 12-11-01; Ord. No. 2009-40, § 1, 10-13-09; Ord. No. 2010-1, § 1, 1-26-10)

Editor's note(s)—Section 3 of Ord. No. 2001-37, adopted July 10, 2001, further provided that subsection (e)(1)f. shall be repealed effective October 1, 2001.

Cross reference(s)—Animals and fowl, Ch. 4, nuisances, Ch. 14.

Perimeter Buffer "B" – Within a perimeter buffer classified as Type "B", required screening shall consist of the following:

1. Evergreen plants which, at the time of planting, shall be six feet in height and provide an overall screening opacity of eighty percent; or,
2. A masonry wall six feet in height, architecturally finished on all sides, and if a block wall, painted on all sides; or,
3. A solid wooden fence six feet in height, finished side out; or,
4. A berm in combination with subparagraphs 1, 2 or 3 to achieve a minimum height of six feet and eighty percent opacity at the time of installation; and,
5. A row of evergreen canopy trees which are not less than ten feet high at the time of planting, a minimum of two-inch caliper, spaced not more than thirty feet apart, and planted within ten feet of the property line.
6. Turf grass, low growing evergreen plants or evergreen ground cover planted over the remaining balance of the buffer.
7. In lieu of the requirements of 1 through 6 above, an undisturbed wooded area, having an opacity of 85% during all seasons and a minimum width of fifty feet, may be permitted with the zoning director's approval.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County
Commissioners

DATE: 9/16/2024

FROM: Courtney
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Development Agreement - ▫ North Fork 20241004 Final	Agreement/Contract	10/4/2024	Development_Agreement - _North_Fork_20241004_Final.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	10/2/2024 - 5:38 PM	Item Pushed to Agenda

DEVELOPMENT AGREEMENT

(North Fork Property)

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into on this ___ day of October, 2024, by and between **NORTH FORK LAND HOLDINGS, LLC**, a Florida limited liability company (“**North Fork**”), and **CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “**County**”).

A. North Fork is the owner of certain real property located in the Branan Field area of unincorporated Clay County, Florida described as Clay County Property Appraiser Nos. 11-05-24-005987-001-00, 10-05-24-005955-760-00, 03-05-24-005928-000-00, and 02-05-24-005926-000-00 and as further described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**North Fork Property**”).

B. The North Fork Property includes approximately 248.3 acres, comprised of land designated Branan Field PUD (“**BFPUD**”) zoning and Branan Field Rural Suburbs (“**BF RS**”) (as to 209.7 acres) and Branan Field Primary Conservation Network (“**BFPCN**”) (as to 38.6 acres) on the Branan Field Future Land Use Map (“**FLUM**”), and in the Clay County Land Development Code.

C. North Fork submitted Development Review Submittal DEV_PLN824-00057 for a project known as “North Fork Campground” (the “**DRS**”).

D. As a condition of the approval of the DRS, the County required certain agreements from North Fork regarding on-site and off-site improvements and modifications.

E. North Fork desires to enter into this Agreement to provide its agreement to provide such on-site and off-site improvements and modifications.

M. This Agreement is consistent with the Clay County Comprehensive Plan (the “**Comprehensive Plan**”), and the Clay County Land Development Code (the “**Code**”), as well as other applicable law, and serves a public purpose.

N. The County has determined that the requirements of Article X of the Land Development Code have been met in that:

- i. The County has adopted a local Comprehensive Plan that is in compliance.
- ii. The proposed development of the North Fork Property is consistent with the Comprehensive Plan, including the Future Land Use Map.

iii. This Agreement constitutes a binding commitment on the part of North Fork, its successors and assigns, to develop the North Fork Property consistent with the Comprehensive Plan and applicable provisions of the Code.

iv. This Agreement strengthens the public infrastructure planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and reduces the costs of development.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Findings of Fact.** The Recitals set forth above are true and correct and are incorporated herein by reference as Findings of Fact.

2. **Purpose and Intent.** North Fork and the County desire to enter into this Agreement to address their respective responsibilities for on-site and off-site improvements and modifications related to the North Fork Campground development in order to fulfill the conditions placed on approval of the DRS.

3. **Paving of Sunrise Farms Road.** North Fork agrees to pay \$550,000 (the “**Paving Payment**”) to the County to pave that road known as Sunrise Farms Road from its easterly terminus at Long Bay Road to the finished pavement at Country Meadows Drive, which payment shall be made within 6 months of the Effective Date (the “**Payment Deadline**”). Notwithstanding, North Fork shall have the right to extend the Payment Deadline for 6 months upon notice and approval by the County, with the County’s approval not to be unreasonably withheld, conditioned, or delayed. The County shall cause the paving as provided in this paragraph to be completed within 6 months of receipt of the Paving Payment by the County (the “**Paving Deadline**”). If the paving is not complete by the Paving Deadline, the County shall have the right to extend the Paving Deadline for 6 months upon notice and approval by North Fork, with North Fork’s approval not to be unreasonably withheld, conditioned, or delayed. If the paving is unable to be accomplished by the County, the Paving Payment shall be refunded to North Fork. If the payment is refunded, the County and North Fork agree to cooperate to cause the paving to be approved and completed. Notwithstanding anything to the contrary herein, Sunrise Farms Road shall be paved prior to North Fork utilizing the Rural Event Venue Conditional Use, including but not limited to North Fork commencing development of the North Fork Property in accordance with the DRS.

4. **Reduction of Stormwater Pond.** The North Fork Property is currently partially developed with a stormwater pond (the “**Pond**”) pursuant to that certain St. Johns River Water Management District Permit Number 112778-3 (the “**SJRWMD Permit**”) and approved by the County pursuant to application IMS #RES_SP-202000009 (the “**Subdivision Application**”). The Pond is currently permitted for up to approximately fifty-two (52) acres in size. North Fork agrees, notwithstanding any rights in the SJRWMD Permit or the Subdivision Approval, the Pond will be constructed to be no larger than twenty-five (25) acres in total size. North Fork shall be solely responsible to ensure that all changes to the Pond are in accordance with the SJRWMD Permit.

5. **Hauling of Materials.** North Fork continues excavation of the Pond as permitted under the SJRWMD Permit and Subdivision Application approval. In the course of such excavation, North Fork hauls materials excavated from the North Fork Property. North Fork agrees to cease hauling materials upon recording of the final plat for the phased development contemplated in the DRS or within eighteen (18) months of the Effective Date, whichever date is earlier.

6. **County Obligations.** The County recognizes North Fork's contributions as agreed herein and agrees that, based upon same, this Agreement satisfies the conditions placed on the DRS approval regarding the matters set forth in Sections 3, 4, and 5.

7. **Authority and Duration.** This Agreement is made and granted pursuant to Article X of the Land Development Code and the Ordinance and is effective through the completion of all obligations set forth in Sections 3, 4, and 5 hereof, and any extension of this Agreement. Notwithstanding the terms of this Agreement, DRS approval, which is granted for a period of three years under the Code, shall not be extended. Further, if paving of Sunrise Farms Road has not occurred as set forth in Section 3 by the time DRS approval expires, then this Agreement shall terminate, all obligations set forth herein shall expire, and North Fork shall not be entitled to operate under the Rural Event Venue Conditional Use without application required by the Code.

8. **Amendment, Extension of Agreement.** The duration of this Agreement or any obligation of North Fork thereunder may be extended by the County.

If state or federal laws are enacted after the execution of this Agreement that are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as necessary to comply with the relevant State or federal laws. The duration of this Agreement may be extended by the County upon Board approval.

9. **Necessity to Obtain Permits.** North Fork acknowledges its obligation to obtain all necessary federal, state and other local development permits (not mentioned herein) for development of the North Fork Property. The failure of this Agreement to address any particular permit, condition, term or restriction applicable to development of the North Fork Property shall not relieve North Fork or any successors or assigns of the necessity of complying with federal, state and other local permitting requirements, conditions, terms or restrictions as may be applicable.

10. **Agreement Consistent with Comprehensive Plan.** The County hereby acknowledges and agrees that (i) the North Fork Development is consistent with Florida Statutes and with the County's Comprehensive Plan and Land Development Code, and (ii) that the County's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan.

11. **Remedies.** If any party hereto fails to carry out any of its covenants or obligations contained herein, all parties shall be entitled to all remedies available at law or in equity, including the remedies of specific performance and all forms of injunctive relief. Notwithstanding anything to the contrary herein, North Fork's obligations set forth herein are expressly required if North Fork is utilizing the Rural Event Venue Conditional Use, including but not limited to North Fork commencing development of the North Fork Property in accordance with the DRS.

In addition to other remedies, the County may halt approval of additional plats, construction plans, or any permitting, including but not limited to building permits, plumbing permits, or electrical permits, within the North Fork Property until and unless North Fork complies with the terms and conditions of Sections 3, 4, and 5 hereof.

12. **Binding Effect.** The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. When North Fork is used in this Agreement, it includes North Fork, the current owner of the North Fork Property, and any successors and assigns owning any rights to the North Fork Property, which successors and assigns will jointly and severally assume all the North Fork obligations set out in the Agreement unless the obligations have been fully discharged or North Fork has assigned such obligations to one or more successors in interest in title to the North Fork Property, in which case North Fork shall be released from such obligations. Payments or credits due to North Fork by the County pursuant to the terms of this Agreement will be disbursed or assigned to North Fork, its successors and assigns in ownership of the North Fork Property.

13. **Applicable Law: Jurisdiction and Venue.** This Agreement and the rights and obligations of the County and North Fork under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida (2024). Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Clay County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the North Fork Development contemplated by this Agreement shall not relieve North Fork or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions. Notwithstanding the foregoing, the interests of each party may be mortgaged in connection with a mortgage of any portion of the North Fork Property.

14. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

15. **Exhibits.** All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated into this Agreement by reference.

16. **Captions or Paragraph Headings.** Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision of this Agreement.

17. **Counterparts.** This Agreement may be executed in counterparts, each constituting a duplicate original; such counterparts shall constitute one and the same Agreement.

18. **Effective Date and Recordation.** This Agreement shall be recorded by North Fork within fourteen (14) days of the execution by all parties and shall become effective upon recording in the Public Records of Clay County (the “**Effective Date**”).

19. **Amendment.** This Agreement may be amended, cancelled or revoked upon agreement of the parties.

20. **Further Assurances.** Each party to this Agreement agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the County, the parties declare their intention to cooperate with each other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

21. **Notices.** Any notices or reports required by this Development Agreement shall be sent to the following:

For the County: County Manager
Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, Florida 32043

With copy to: County Attorney
Clay County
P.O. Box 1366
477 Houston Street
Green Cove Springs, Florida 32043

For North Fork: North Fork Land Holdings, LLC
395 St. Marks Pond Blvd.
St. Augustine, FL 32095
Attn: Paul Laubacker
Email: plaubacker@bhs-llc.com

With copy to: Ansbacher Law
8818 Goodbys Executive Dr.
Jacksonville, FL 32217
Attn: Zachary Roth
Email: Zachary.roth@ansbacher.net

22. **Miscellaneous Provisions:**

a. This Agreement and any Exhibits made a part of this Agreement constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties.

b. This Agreement is made for the sole benefit and protection of the parties (their successors and assigns), and no other persons shall have any right of action under this Agreement.

c. All covenants, agreements, representations and warranties made in this Agreement shall be deemed to be material and relied on by each party to this Agreement.

d. If the performance by either party or of any of its construction development obligations hereunder is delayed by acts of God, inclement weather, natural disaster, terrorist activity, health epidemics, pandemic strikes, labor disputes, war, civil commotion, accidents, industry-wide shortages of, or inability to obtain, labor or materials or any other event or condition beyond the reasonable control of such party (“**Force Majeure**”), then the party affected shall notify the other party in writing of the specific obligation delayed, and the duration of the delay, and the deadline for completion of such obligation shall be extended by a like number of days; provided such delay shall not exceed one hundred eighty (180) days. Financial matters and payments, and performance of obligations of the parties not related to performing development work or making payments for the North Fork Property pursuant to this Agreement shall not be the subject of Force Majeure.

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

[Signature pages follow]

Signed, sealed and delivered
in the presence of:

CLAY COUNTY, FLORIDA, a
political subdivision of the State of Florida

Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Print Name _____
Address: _____

ATTEST:

Tara S. Green
Clay County Clerk of Court and
Comptroller
Ex Officio Clerk to the Board

STATE OF FLORIDA

COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2024, by _____, as _____ of **Clay County**, a political subdivision of the State of Florida, on behalf of said political subdivision. He/She is personally known to me, or has produced _____ as identification and (did/did not) take an oath.

Print Name: _____
Notary Public, State of Florida

My Commission Expires: _____
Commission Number: _____

Signed, sealed and delivered
in the presence of:

North Fork Land Holdings, LLC, a Florida
limited liability company

Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Print Name _____
Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2024, by _____, as _____, of North Fork Land Holdings, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ as identification and (did/did not) take an oath.

Print Name: _____
Notary Public, State of Florida

My Commission Expires: _____
Commission Number: _____

EXHIBIT "A"

Legal Description of North Fork Property

A parcel of land consisting of a portion of Section 2, 3, 10 and 11, Township 5 South, Range 24 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the Northwest corner of Lot 1, Paradise Acres, according to plat thereof recorded in Plat Book 8, page 58 of the public records of said county; thence North 89°42'15" West, on a Westerly projection of the North line of said Paradise Acres, 250.00 feet to the Point of Beginning; thence South 89°42'15" East, 50.0 feet; thence North 12°27'13" East, 101.57 feet; thence South 73°34'52" East, 323.36 feet to the Southwesterly line of Lazy Acres Road (also known as Starling Road); thence on said Southwesterly line, South 17°55'30" East, 10.0 feet to the North line of said Paradise Acres; thence on said North line, South 89°42'15" East, 355.45 feet to the East line of said Paradise Acres; thence on said East line South 00°23'00" West, 618.58 feet to the Northeasterly line of said Lazy Acres Road; thence on the boundaries of said Lazy Acres Road run the following 12 courses: (1) South 45°22'15" East, 32.85 feet; (2) South 43°10'50" East, 106.02 feet; (3) Southeasterly along the arc of a curve concave Southwesterly and having a radius of 50.0 feet, an arc distance of 86.73 feet, said arc being subtended by a chord bearing distance of South 33°59'30" East, 76.26 feet; (4) South 37°25'00" East, 305.00 feet; (5) Southeasterly along the arc of a curve concave Northeasterly and having a radius of 149.06 feet, an arc distance of 167.15 feet, said arc being subtended by a chord bearing and distance of South 69°32'30" East, 158.53; (6) North 78°20'00" East, 28.37 feet; (7) Northeasterly along the arc of a curve concave Northwesterly and having a radius of 543.0 feet, and arc distance of 199.02 feet, said arc being subtended by a chord bearing and distance of North 67°50'00" East, 197.91 feet; (8) North 57°20'00" East, 183.91 feet; (9) Northeasterly along the arc of a curve concave Southeasterly and having a radius of 984.93 feet, an arc distance of 252.12 feet, said arc being subtended by a chord bearing a distance of North 64°40'00" East, 251.44; (10) North 72°00'00" East, 153.66 feet; (11) Northeasterly along the arc of a curve concave Northwesterly and having a radius of 208.73 feet, an arc distance of 262.30 feet, said arc being subtended by a chord bearing and distance of North 36°00'00" East, 245.38 feet; (12) North 00°00'00" West, 913.71 feet to the North line of said Section 11; thence on said North line South 89°58'08" West, 649.42 feet; thence North 00°14'40" West, 1522.63 feet; thence North 89°51'50" West, 3,817 feet, more or less, to the waters of the North Fork of Black Creek; thence Southwesterly, Southerly and Southeasterly along said waters 6,857 feet, more or less, to a point that bears South 12°27'13" West, 534 feet, more or less from the point beginning; thence North 12°27'13" seconds East, 534 feet, more or less to the Point of Beginning.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County Commissioners

DATE: 9/13/2024

FROM: Mike Brown, Zoning Chief

SUBJECT: Land Development Code Change to amend the required standards for Rock Crushing; Rock or Sand Storage Yards; and Stone Cutting Conditional Use.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The applicant is requesting an amendment to the required standards for the Rock Crushing; Rock or Sand Storage Yards; and Stone Cutting conditional use to remove the requirement that central sewer and water must be available. Rock Crushing; Rock or Sand Storage; and Stone Cutting is only allowed as a conditional use in IB Heavy Industrial zoning district. There are two areas in the County where IB zoning is presently located; one area is south of Green Cove Springs primarily along U.S. 17 and the second area is along U.S. 301 from CR 218 north to the county line. Both of these areas lack central water and sewer service, The limited availability of central utilities to these existing IB areas restricts the ability to locate/develop businesses that require central sewer and water as a condition of approval. There are other opportunities for providing adequate water supply besides central water for the processing of product and for dust suppression at these type facilities.

Is Funding Required (Yes/No):
No

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

N/A

Sole Source (Yes/No):
No

Advanced Payment (Yes/No):
No

Planning Requirements:

Public Hearing Required (Yes\No):

Yes

Hearing Type: First Public Hearing

Initiated By: Applicant

Text amendment to the LDC amending allowed uses requires two (2) hearing with the Board of County Commisisoners

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Ordinance ZON 24-0017	Ordinance	10/2/2024	Ordinance__ZON-24-0017_ada.pdf
▢ Staff Memo ZON 24-0017	Backup Material	10/2/2024	Staff_Memo_ZON_24-0017_Draft.docx- ada.pdf
▢ Map Showing IB Zoning Disrictsada	Backup Material	10/2/2024	IB_Zone_Parcel_Map_8_version2ada.pdf
▢ Application ZON 24-0017	Backup Material	10/2/2024	Concrete_Recycling_Yard_Application- 2ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	10/2/2024 - 5:42 PM	Item Pushed to Agenda

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, BEING THE CODIFICATION OF ORDINANCE NO. 93-16, AS SUBSEQUENTLY AMENDED, AND COMPRISING THE ZONING AND LAND USE PROVISIONS, BY AMENDING SECTION 3-5(BK), THE CONDITIONAL USE FOR ROCK CRUSHING; ROCK OR SAND STORAGE YARDS; AND STONE CUTTING, TO DELETE SUBSECTION (2) CONCERNING THE REQUIREMENT THAT CENTRAL SEWER AND WATER MUST BE AVAILABLE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board adopted Ordinance 93-16, as amended, which created Article III of the Clay County Land Development Code being the Zoning and Land Use Development Regulations; and,

WHEREAS, the Board desires to amend certain provisions in Article III, Section 3-5(bk). of the Clay County Land Development Code, as provided for below.

Be it ordained by the Board of County Commissioners of Clay County that:

Section 1. As used in Section 2, the term “Article III” shall mean and refer to Article III of the Clay County Land Development Code, being the codification of Ordinance 93-16, as subsequently amended, and comprising the Zoning and Land Use Land Development Regulations.

Section 2. Section 3-5(bk), Article III is hereby amended as follows:

Sec. 3-5 (bk) Rock Crushing; Rock or Sand Storage Yards; and Stone Cutting.

(1) Must be at least five hundred (500) feet from any residential district.

(2) ~~Central sewer and water must be available.~~ At the time central sewer and water is made available to the site, the use will be required to connect to the central utilities.

Section 3. If any section, phrase, sentence or portion of the ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This Ordinance shall take effect as provided by Florida general law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of October, 2024.

ATTEST

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

BY: _____
Jim Renninger, Its Chairman



Staff Report Land Development Code Text Amendment ZON 24-0017

Applicant: Crystal Bui, Riverstone Construction

Introduction

This is an application by Crystal Bui, owner of Riverstone Construction, to amend Article III, Sec. 3-5 (bk) Rock Crushing, Rock or Storage Yards; and Stone Cutting conditional use of the Land Development Code.

Description

The applicant is requesting an amendment to the required standards for the Rock Crushing; Rock or Sand Storage Yards; and Stone Cutting conditional use to remove the requirement that central sewer and water must be available. Rock Crushing; Rock or Sand Storage; and Stone Cutting is only allowed as a conditional use in IB Heavy Industrial zoning district. There are two areas in the County where IB zoning is presently located; one area is south of Green Cove Springs primarily along U.S. 17 and the second area is along U.S. 301 from CR 218 north to the county line. Both of these areas lack central water and sewer service, although certain area south of the City of Green Cove Springs can obtain central sewer and water from the City. The limited availability of central utilities to these existing IB areas restricts the ability to locate/develop businesses that require central sewer and water as a condition of approval. There are other opportunities for providing adequate water supply besides central water for the processing of product and for dust suppression at these type facilities.

The applicant is seeking to located a rock crushing/recycling facility on heavy industrial zoned property in the area of S.R. 100 and CR 218. There are no central utilities in this area of the County. The requested change to the Land Development Code would allow for the location of rock crushing/recycling facility at the location.

Proposed Text Changes to Sec. 3-5(bk)

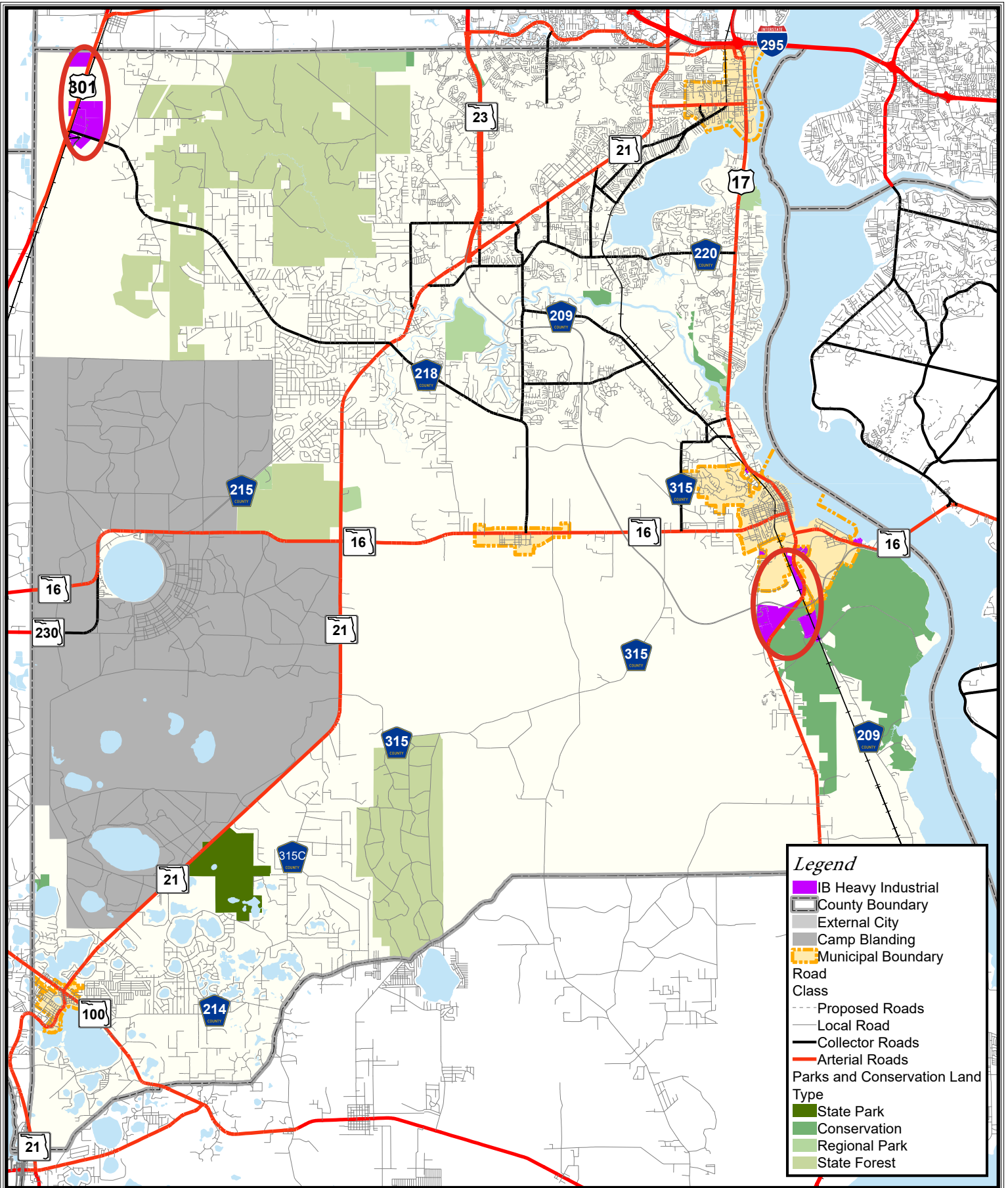
(bk) *Rock Crushing; Rock or Sand Storage Yards; and Stone Cutting.*

(1) Must be at least five hundred (500) feet from any residential district.

~~(2) Central sewer and water must be available.~~

Recommendation

Staff recommends approval of proposed change to Section 3-5(bk) to remove the requirement that central sewer and water be available for Rock Crushing; Rock or Sand Storage Yards; and Stone Cutting conditional use.



Legend

- IB Heavy Industrial
- County Boundary
- External City
- Camp Blanding
- Municipal Boundary
- Road Class
 - Proposed Roads
 - Local Road
 - Collector Roads
 - Arterial Roads
- Parks and Conservation Land Type
 - State Park
 - Conservation
 - Regional Park
 - State Forest



0 0.5 1 2 3 4 5 Miles

This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.

File Name: IB_Zone_Parcel_Map_8.5x11

Parcel with IB Zoning Clay County, Florida



Created By: GIS Department
Map Prepared: 9/20/2024



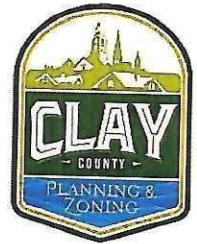
Department of Economic and Development Services

Planning & Zoning Division

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

Phone: (904) 284-6300

www.claycountygov.com



ZONING CODE TEXT AMENDMENT APPLICATION

Applicant/ Property Owner's Name: <u>Crystal Bui</u>		
Address: <u>6510 Columbia Park Dr.</u> <u>Suite 105</u>		
City: <u>Jacksonville</u>	State: <u>FL</u>	Zip Code: <u>32258</u>
Phone: <u>904-674-2051</u>	Email: <u>cbui@riverstoneconst.com</u>	

Text amendment Information

Property Information (if applicable)

Parcel Identification Number: <u>17-04-23-000120-005-01</u>		
Address: <u>County Road 218</u>		
City: <u>Jacksonville</u>	State: <u>FL</u>	Zip Code: <u>32234</u>
Number of Acres: <u>16.88 Acres</u>	Current Zoning: <u>Heavy Industrial</u>	Current Land Use: <u>None</u>
Property Will be Used as:	<u>Concrete Crushing/ Recycling Facility</u>	

Required Attachments

Deed Survey Site Plan Copy of Current Text Copy of Proposed Amendment

Written Statement: A complete narrative describing the purpose and intent of the proposed amendment, why the amendment is sought, How the proposed amendment is consistent with, or carries out the intent and purpose of, the Clay County Comprehensive Plan, and why it is in the public interest to consider the amendment. All other circumstances, factors, and reasons' that the applicant offers to justify approval of the request.

The amendment to the plot of land is sought to enable the establishment and facilitate the operations of a concrete recycling yard. With the desire to make a difference in the environment, we plan to open a facility for demolition companies and individuals to drop off excess materials to our facility. We accept concrete, clean fill, and topsoil in our facility. All acceptable material will be separated and processed following the Lean Six Sigma standards. By crushing and recycling concrete and demolition materials, we keep heavy, non-compactable rubble out of the waste stream and reduce airspace in the landfill, which helps reduce unnecessary waste and promotes a clean environment. The recycled material will be re-used by construction companies and FDOT projects for roads and freeways which will save volumes of money and natural resources. The success of the facility setup will create between twelve (12) to 15 (fifteen) local jobs.

Furthermore, I am a woman and a minority in business. I own a civil construction company called Riverstone Construction in the South Jacksonville area. At Riverstone Construction, we focus on site development projects for all military branches, and we employ multiple veterans on our team. Our plan with the recycling yard is to continue to enhance our environment and to support veterans while giving back to our military community.

Application Certification

I, hereby certify that all answers to the questions in this application and all information contained in the material attached to and made a part of this application, are accurate and true to the best of my knowledge and belief.

I also attest by my signature that all required information for this text amendment application is completed and duly attached in the prescribed order. Furthermore, if the package is found to be lacking the above requirements, I understand that the application will be returned for correct information. I hereby acknowledge that the zoning requested is my choice and have reviewed and agreed to all conditions listed in this application and the requirements in Article(s) I, III, and XII of the Clay County Code.

Owner's Signature:

Crystal Bui

Date: *6/25/24*

Printed Name:

Crystal Bui

The rest of this space is intentionally left blank



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ CAB Recruitment Letter	Cover Memo	10/2/2024	CAB_Recruitment_Letter_8_1_24_(002)-1ada.pdf
▢ Nomination Designee Appointment Form	Cover Memo	10/2/2024	Nomination_Designee_Appointment_Formada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	10/2/2024 - 5:38 PM	Item Pushed to Agenda



FLORIDA DEPARTMENT OF JUVENILE JUSTICE

Ron DeSantis, Governor

Eric S. Hall, Secretary

August 19, 2024

Dear Statutorily Required Representative:

Florida law requires the establishment of a Juvenile Justice Circuit Advisory Board (CAB) in each judicial circuit. The CAB will work with the circuit chief probation officer to use data to inform policy and practice, which improves the juvenile justice continuum.

In addition, Florida law provides the framework for the development of each CAB to ensure the board effectively represents the respective community. The CAB cannot fully represent the community they serve unless the statutory obligations for representation have been met. Furthermore, Florida law mandates the membership of each CAB to be comprised of the following:

- State attorney, or designee
- Public defender, or designee
- Chief judge, or designee
- County sheriff(s), or designee
- Police chief(s), or designee
- Health services
- Faith community
- Business community
- Department of Children and Families
- District school superintendent(s), or designee
- County workforce organizations
- County commissioner(s), or designee
- Juvenile justice involved youth
- Parent or family of juvenile justice involved youth
- Representatives from the community

Finally, the Department, in conjunction with the Juvenile Justice Circuit Advisory Board requires that each statutory representative serve on the CAB to assist in the statutory requirements and ensure quality services for youth.

A Membership Nomination/Designee Appointment Form is enclosed to assist in the membership process. Please complete the form and submit, along with any supporting documentation, to Chief Probation Officer, Christopher Massey, Circuit Advisory Board Chair at christopher.massey@fldjj.gov. Please note, if you appoint a designee, the designee becomes the member of the board, with all rights associated. The Department requests that a single

2737 Centerview Drive • Tallahassee, Florida 32399-3100 • (850) 488-1850
<http://www.djj.state.fl.us>

The mission of the Department of Juvenile Justice is to increase public safety by reducing juvenile delinquency through effective prevention, intervention and treatment services that strengthen families and turn around the lives of troubled youth.

designee be appointed to attend quarterly meetings throughout the year to allow for productive discussion at the meetings.

If you have any further questions, please contact Chief Probation Officer, Christopher Massey, at 904-219-2190 or christopher.massey@fldjj.gov .

Thank you for your dedication and commitment to serving the youth of Florida as a representative on your Juvenile Justice Circuit Advisory Board.

Sincerely,

Eric S. Hall, Ed.D.

Cc: Timothy Niermann, Deputy Secretary
Heather DiGiacomo, Chief of Staff
Sonny Peacock, Assistant Secretary of Probation & Community
Intervention



FLORIDA DEPARTMENT OF JUVENILE JUSTICE

CIRCUIT 4 ADVISORY BOARD

Membership Nomination/ Designee Appointment Form

Nominated Member/Designee:

Name:		County:	
Address:		City:	Zip Code:
Phone:		Email address:	
Current Role:		Place of Employment:	

Stakeholder/Group Representing:

<input type="checkbox"/> State Attorney	<input type="checkbox"/> Juvenile Justice Involved Youth
<input type="checkbox"/> Public Defender	<input type="checkbox"/> Parent/Family of Juvenile Justice Involved youth
<input type="checkbox"/> Chief Judge	<input type="checkbox"/> Business Community
<input type="checkbox"/> Department of Children and Families	Business name: _____
<input type="checkbox"/> Sheriff - County: _____	<input type="checkbox"/> County Commissioner – County: _____
<input type="checkbox"/> Police Chief - County: _____	<input type="checkbox"/> Faith Community
Agency: _____	<input type="checkbox"/> Health Services
<input type="checkbox"/> School Superintendent-	<input type="checkbox"/> Community Representative
District: _____	<input type="checkbox"/> Workforce Organization

Please provide a brief professional biography (150 words or less) or attach a resume.

For membership nomination:

By signing this document, you indicate your desire to be nominated as a member of the Circuit Advisory Board.

Signature of Statutory Representative

Date

For designee appointment:

By signing this document, you have agreed to have the individual named above to serve as the _____ designee for the __ Circuit Advisory Board.

Signature of Statutory Representative

Date

Chief Probation Officer:

[] Approved [] Declined

Signature

Date



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 8 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Bid Opening Tabulations for October 1, 2024:

A. RFB No. 23/24-140, Moody Avenue Emergency Repair

B. RFB No. 23/24-079, General Engineering Consulting Services for Planning and Design of
SUN Trail along Old Jennings Road and Long Bay Road

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Letters of Documentation

ATTACHMENTS:

Description	Type	Upload Date	File Name
<input type="checkbox"/> Bid Tab	Cover Memo	10/2/2024	Bid_Tab_10.080.2024_Agendaada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	10/2/2024 - 5:38 PM	Item Pushed to Agenda

BID TABULATION FORM

RFQ: 23/24-079

Date: 10/1/2024

**General Engineering Consulting Services for Planning and
Design of SUN Trail along Old Jennings Road and Long Bay**

Proj: Road

Time Open: 9:05 AM

Ad: Clay Today, August 29, 2024

Time Close: 9:08 AM

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Addendum	Base Bid Total
1	Baker Consulting & Engineering, LLC	Yes	To Be Determined
2	Connelly & Wicker, LLC	Yes	To Be Determined
3	England-Thims & Miller Inc.	Yes	To Be Determined
4	GAI Consultants, Inc.	Yes	To Be Determined
5	Matthews Design Group, LLC	Yes	To Be Determined
6	North Florida Professional Services, Inc.	Yes	To Be Determined
7	WGI, Inc.	Yes	To Be Determined
8			
9			
10			
11			
12			

BID TABULATION FORM

Bid: 23/24-140

Date:

10/01/2024

Proj: **Moody Avenue Emergency Repairs**

Time Open:

9:00 AM

Ad: Clay Today, September 20, 2024

Time Close:

9:05 AM

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder		Bid Bond	Base Bid Total	Alternate Bid Total
1	CGC, Inc.	Yes	\$ 2,591,747.00	\$ 2,563,858.00
2	DB Civil Construction, LLC		No Bid	
3	Hubbard Construction Company	Yes	\$ 2,528,000.00	\$ 2,406,600.00
4	JB Coxwell Contracting, Inc.	Yes	\$ 1,855,344.00	\$ 1,771,775.00
5	Kirby Development, Inc.	Yes	\$ 827,602.21	\$ 787,161.19
6	Superior Construction Company Southeast, LLC	Yes	\$ 1,707,800.00	\$ 1,735,800.00
7				
8				
9				
10				
11				
12				