



**BOARD OF COUNTY COMMISSIONERS  
MEETING AGENDA**

April 8, 2025  
Administration Building,  
4th Floor, BCC Meeting Room, 477 Houston  
Street,  
Green Cove Springs, FL 32043  
4:00 PM

---

**INVOCATION**

Commissioner Compere

**PLEDGE**

Senior Chief Edward Stamer, USN (Ret.)

**CALL TO ORDER**

**ROLL CALL**

**PET ADOPTIONS**

**PROCLAMATIONS/RESOLUTIONS**

1. Water Conservation Month (April 2025)
2. National Public Safety Telecommunicators Week (April 13-19, 2025)

**DECLARATIONS**

3. National Work Zone Safety Awareness Week (April 21-25, 2025)

**CONSTITUTIONAL OFFICERS**

**APPROVAL OF MINUTES**

4. Board of County Commissioners Meeting Minutes March 25, 2025.

**PUBLIC COMMENTS**

**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. State Highway Lighting Maintenance and Compensation Agreement for FDOT FY 25/26 (R. Smith)

Approval of the State Highway Lighting Maintenance and Compensation Agreement No. 2020/2021-219, Work Order No. 4, for FDOT FY 25/26 in the amount of \$244,218.78. This is in regard to the Master Agreement which provides compensation to the County for providing state highway street light maintenance within the County.

**Funding Source (Revenue):**

Transportation Trust Fund - St Grant - Other Transportation

7. Edward Byrne Memorial Justice Assistance Grant (JAG) Award Agreement with Florida Department of Law Enforcement (FDLE) Re: Drug Reduction and Enforcement Initiative, FY2023; Federal Award (K. Corcoran)

A) Acceptance of the Edward Byrne Memorial Justice Assistance Grant (JAG) Award Agreement with the Florida Department of Law Enforcement (FDLE) Re: 6N212 Drug Reduction and Enforcement Initiative, FY2023; Federal Award No.: 15PBJA-23-GG-02972-MUMU, in the amount of \$63,591.00.

B) Approval of the accompanying Budget Resolution.

**Funding Source Revenue:**

Sheriff Countywide Fund - All Grants Organization - FY23 JAG DREI Drug Reduction and Enforcement Initiatives Grant-FY23 JAG-DREI - Federal Grants-Public Safety

8. Agreement and Sole Source with I-CON Systems for the replacement of Sanitary Fixtures at the Clay County Jail (T. Saunders)

A) Approval of Agreement with I-CON System for the replacement of Sanitary Fixtures for Clay County Jail in the amount of \$339,861.00. All work is to be completed 24 weeks from the Notice to Proceed.

B) Approval of Sole Source.

**Funding Source:**

Sheriff - Countywide Fund - Buildings - Jail/Law Enforcement - Jail - Sinks and Toilets Upgrades - Buildings

9. Grant Agreement with the State of Florida Department of Environmental Protection for Funding of the Clay County Adaptation Plan Project (M. Covey)

A) Approval of the Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for Funding of the Clay County Adaptation Plan Project in the amount of \$199,997.00. This is a cost reimbursable grant and requires all deliverables to be completed by March 31, 2027.

B) Approval of the accompanying Budget Resolution.

**Funding Source (Revenue):**

General Fund-All Grants Organization / Resilient Florida Adaption Plan Grant / Resilient Florida Adaption Plan-Professional Services

10. Request to use alternative procedure to notice public hearings for the consideration of potential purchase and sale agreement for the purchase of real property (C. Risinger)

Approval to use alternative procedure to notice public hearings for the consideration of potential purchase and sale agreement for the purchase of real property for the purpose of additional parking for the Tax Collector's office in Keystone Heights.

11. Mitigation Purchase Agreement for Spencer Industrial Drive Project (R. Smith)

Approval of Mitigation Bank Credit Reservation and Purchase Option Agreement with Sundew Mitigation Bank, LLC in the amount of \$177,000 for the purchase of required mitigation credits for the Spencer Industrial Drive Project.

**Funding Source:**

Capital Improvement Plan Projects Fund - Non-Capital Improvement Element - Spencer Industrial Complex - Infrastructure

**DISCUSSION/UPDATES**

12. Progress Report on the Bonded Transportation Program and Other Capital Projects (Capital Projects Team)

**OLD BUSINESS**

13. Resolution of Support for the State of Florida Department of Government Efficiency

**NEW BUSINESS**

14. Bid No. 24/25-027, Green Cove Springs Fuel Island Canopy Repair (K. Smith)

Approval to post Notice of Intent to Award Bid No. 24/25-027 Green Cove Springs Fuel Island Canopy Repair to Advantage Contracting Group, Inc. in the amount of \$71,400.00 (Base Bid). Approval of award

will be effective after the 72-hour protest period has expired. Final Completion shall be achieved no later than thirty (30) days from Notice to Proceed

**Funding Source:**

General Fund - Fleet / Fuel Management - Infrastructure

15. Substance Use Disorder Recovery Complex (E. Dendor / W. Sams / C. Singleton)
  - a) Substance Use Disorder Recover Center discussion and update regarding identifying a new site for the Center due to challenges with previous identified Bear Run Parcel.
  - b) Approval to utilize alternative procedures to notice public hearing for the consideration of potential purchase and sale agreement for the purchase of real property in connection with the Substance Use Disorder Center.
16. Elevate Florida Program (T. Devin)

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

17. Public Hearing on MT Medical Florida, LLC's Application for Renewal of a Certificate of Public Convenience and Necessity for Ambulance Service (J. Boree)
18. Public Hearing to consider transmittal of COMP 25-0008. (S. Olsen)

This application is a proposed text amendment to the 2040 Comprehensive Plan. The application would make changes to CFE Policy 1.1.1 and CFE Policy 1.1.13 with respect to the Clay County Water Supply Facilities Work Plan.
19. Public Hearing to consider transmittal of COMP 25-0007. (B. Carson)

This application is a Text Amendment to FLU Policy 1.9.6 to remove land use classification specific language.

**LETTERS FOR ACTION**

20. Discussion of Appointment to the Tourist Development Council

Staff was notified on March 18, 2025 that the Green Cove Springs City Council members appointed Thomas M. Smith to represent the City on the Tourist Development Council. Mr. Smith would fill the remaining term previously held by Steven Kelley which is set to expire on May 20, 2025 and then would commence a new term of four years which will expire in 2029.
21. Letter of Support for the Northeast Florida Builders Association

**LETTERS OF DOCUMENTATION**

22. Bid Opening Tabulations (K. Smith)



Bid Opening Tabulations for March 21, 2025:

- A. RFB No. 24/25-027, Green Cove Springs Fuel Island Canopy Repair
- B. RFQ No. 24/25-051, Development of a Comprehensive Safety Action Plan for Safe Streets for All

Bid Opening Tabulation for April 1, 2025:

- A. RFQ No. 24/25-052, Professional Architectural Services for the Oakleaf Library

**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, April 8 4:00 PM

TO:                      DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

---

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	3/26/2025 - 11:56 AM	Item Pushed to Agenda



Agenda Item  
Clay County Board of County Commissioners

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

TO: Clay County  
Board of County  
Commissioners

DATE:

FROM:

SUBJECT:

AGENDA ITEM  
TYPE:

---

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	3/26/2025 - 11:57 AM	Item Pushed to Agenda



Agenda Item  
Clay County Board of County Commissioners

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

TO:                      DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

---

ATTACHMENTS:

Description	Type	Upload Date	File Name
<input type="checkbox"/> Water Conservation Month	Cover Memo	4/2/2025	2025_Water_Conservation_Month_Proclamation.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	3/27/2025 - 2:56 PM	Item Pushed to Agenda

**WHEREAS**, Florida is home to one of the largest and most vital freshwater aquifers in the United States, the Floridan Aquifer, which provides drinking water to millions of Floridians and supports the agricultural, industrial, and ecological needs of our state; and

**WHEREAS**, Clay County, along with the rest of Florida, is deeply dependent on the Floridan Aquifer for its water supply, and the long-term sustainability of this vital resource requires responsible stewardship and careful management; and

**WHEREAS**, excessive and wasteful water use can lead to detrimental consequences, such as lowered water levels, saltwater intrusion, and reduced availability of water for future generations; and

**WHEREAS**, irrigation is often the biggest use of water, and for the 2025 Water Conservation Month theme: "**Irrigation System Evaluations**", we focus on efficient irrigation design, programming, and maintenance to conserve water and encourage all citizens, businesses, and organizations to evaluate their irrigation systems for potential efficiency enhancements; and

**WHEREAS**, April 2025 marks the 27<sup>th</sup> observance of Water Conservation Month, providing an opportunity to coordinate with the St. Johns, River Management District, the Clay Soil and Water Conservation District, and the Clay County Utility Authority to raise awareness in our community about the concrete actions needed to conserve water, both indoors and outdoors, to protect the Floridan Aquifer and our shared water resources.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Clay County, Florida, does hereby proclaim the month of April 2025 as

**WATER CONSERVATION MONTH IN CLAY COUNTY**

**BE IT FURTHER RESOLVED**, that the residents, businesses, and organizations of Clay County are urged to take steps to reduce water consumption, whether by fixing leaks, using water-efficient appliances, minimizing outdoor water use, or implementing other water-saving practices, as we all work together to protect our water resources for the future.

**DULY ADOPTED** by the Board of County Commissioners, Clay County, Florida, this 8th day of April 2025.

**ATTEST:**

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

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

\_\_\_\_\_  
Betsy Condon, Chairman

\_\_\_\_\_  
Kristen Burke, DC, Vice Chairman

\_\_\_\_\_  
John Sgromolo

\_\_\_\_\_  
Alexandra Compere

\_\_\_\_\_  
Jim Renninger



Agenda Item  
Clay County Board of County Commissioners

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

TO:                      DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

---

ATTACHMENTS:

Description	Type	Upload Date	File Name
National Public Safety Telecommunicators Week	Cover Memo	4/2/2025	2025_Public_Safety_Telecommunicators_Week_Proclamation.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	3/27/2025 - 2:56 PM	Item Pushed to Agenda

**WHEREAS**, Public Safety Telecommunicators serve as the first point of contact for individuals in crisis, providing life-saving assistance through the efficient and accurate dispatch of emergency services, while demonstrating professionalism, compassion, and commitment to the welfare of the community; and

**WHEREAS**, the work of the emergency telecommunicators includes answering emergency calls, dispatching police, fire, and emergency medical services, managing radio communications, and coordinating essential resources during emergencies, all of which require expertise, quick decision-making, and a calm presence under pressure; and

**WHEREAS**, Public Safety Telecommunicators in the Emergency Communications Centers of the Clay County Sheriff’s Office, Clay County Fire Rescue, Green Cove Springs Police Department, and the Orange Park Police Department play a vital role in protecting the health, safety, and well-being of our citizens and first responders; and

**WHEREAS**, in 2024, the four Emergency Communications Centers in Clay County answered more than 320,000 calls for service, with over 106,000 of those calls being for 911 emergencies; and

**WHEREAS**, the dedication and tireless efforts of Public Safety Telecommunicators often go unrecognized, yet they are essential to the success of our first responders and emergency services, and their service is crucial to ensuring the safety of Clay County’s residents and visitors; and

**WHEREAS**, the week of April 13-19, 2025, has been designated as Public Safety Telecommunicators Week to honor and express our gratitude to these dedicated individuals who work tirelessly behind the scenes to ensure the safety and security of our community.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Clay County, Florida, does hereby proclaim April 13-19, 2025, as

**PUBLIC SAFETY TELECOMMUNICATORS’ WEEK**

in Clay County, and encourages all residents to recognize and celebrate the dedicated telecommunicators who serve with professionalism, commitment, and compassion.

**DULY ADOPTED** by the Board of County Commissioners, Clay County, Florida, this 8th day of April 2025.

**ATTEST:**

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

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

\_\_\_\_\_  
Betsy Condon, Chairman

\_\_\_\_\_  
Kristen Burke, DC, Vice Chairman

\_\_\_\_\_  
John Sgromolo

\_\_\_\_\_  
Alexandra Compere

\_\_\_\_\_  
Jim Renninger



Agenda Item  
Clay County Board of County Commissioners

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

TO: DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

---

ATTACHMENTS:

Description	Type	Upload Date	File Name
National Work Zone Safety Awareness Week	Cover Memo	4/2/2025	2025_Work_Zone_Safety_Awareness_Week_Declaration.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	3/27/2025 - 2:56 PM	Item Pushed to Agenda





# DECLARATION

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

## WORK ZONE SAFETY AWARENESS WEEK

**WHEREAS**, Work Zone Safety Awareness Week, recognized nationally each spring, aims to raise awareness about the risks and safety measures associated with work zones and to encourage everyone to exercise greater caution when traveling through work zones in our communities; and

**WHEREAS**, work zones are often active and dynamic environments where both workers and drivers are at risk, and awareness and caution are necessary to prevent accidents, injuries, and fatalities; and

**WHEREAS**, the 2025 Work Zone Safety Awareness Week theme, “**Respect the zone so we all get home,**” highlights the deadly dangers of inattention at highway work areas and encourages drivers to slow down, stay focused, and use extra caution approaching and passing through a roadway work zone; and

**WHEREAS**, the Clay County Board of County Commissioners recognizes the importance of educating the public and raising awareness about the critical need to prioritize safety in construction zones to help protect not only construction workers but also the traveling public and all individuals who utilize Clay County’s roadways.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners of Clay County, Florida, does hereby declare the week of April 21-25, 2025, as

## WORK ZONE SAFETY AWARENESS WEEK IN CLAY COUNTY

and in so doing, encourages everyone to do their part in keeping our roadways safe for motorists and workers by staying alert in construction zones.



Agenda Item  
Clay County Board of County Commissioners

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

TO:                      DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

---

ATTACHMENTS:

Description	Type	Upload Date	File Name
Board of County Commissioners Meeting Minutes March 25, 2025	Backup Material	4/2/2025	Board_of_County_Commissioners_Meeting_Minutes_and_Attachments_March__25__2025.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	3/26/2025 - 11:57 AM	Item Pushed to Agenda



## **BOARD OF COUNTY COMMISSIONERS MEETING MINUTES**

March 25, 2025

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

### **INVOCATION**

Commissioner John Sgromolo, District 1, gave the Invocation.

### **PLEDGE**

Retired United States Navy Avionics Master Chief Arvid Nelson led the Pledge of Allegiance.

Chairman Betsy Condon said we are so honored to have Clay County's 2024 Veteran of the Year - Avionics Master Chief Arvid Nelson II, leading us in the Pledge of Allegiance today. Master Chief Nelson served for 26 years in the US Navy before retiring in September of 1990. He served in locations including Milton, Florida – Kingsville, Texas - San Diego, California - Cavite City, Republic of Philippines – Keflavik, Iceland – Millington, Tennessee, and Jacksonville, Florida. Master Chief Nelson is a Decorated Veteran whose unit was awarded the Navy Expeditionary Medal - three Meritorious Unit Commendations and two Battle Efficiency Ribbons. His awards include two Navy Commendation Medals - a Naval Achievement Medal - five Good Conduct Medals - a National Defense Medal, and four Sea Service Ribbons. He joined the Navy after two years of college and spent 12 months in Electronics School after Boot Camp. During his service, he learned to either follow the rules or change them, to treat people as you would want to be treated, always to do your best, to be honest and faithful, and to have fun. Master Chief Nelson's favorite Service memories were his Maiden Cruise (Vietnam) on the USS Midway with an angled flight deck - and a tour with the Navy Hurricane Hunters (VW 4) and Keflavik, Iceland. However, the best part of his military experience was marrying his wife Linda on boot leave and sharing his navy career with her. Master Chief Nelson is a Middleburg resident and has been a volunteer with CCSO, Orange Park Community Theater, The Veterans Clinic in Middleburg, Florida, Waste Not -Want Not, and as a tax aide since his retirement from the military.

Master Chief Nelson spoke about his career in the military, his family, his love for Clay County, and volunteering. Master Chief Nelson also thanked the Board for the invitation to lead the Pledge of Allegiance.

## **CALL TO ORDER**

Chairman Betsy Condon called the meeting to order at 4:12 pm.

## **ROLL CALL**

**Present:** Commissioner District 4 Betsy Condon, Chairman  
Commissioner District 5 Dr. Kristen T. Burke, Vice-Chairman  
Commissioner District 1 John Sgromolo  
Commissioner District 3 Jim Renninger

**Absent:** Commissioner District 2 Alexandra Compere

**Staff Present:** County Manager Howard Wanamaker  
County Attorney Courtney K. Grimm  
Commission Auditor Heather Boucher

## **PET ADOPTIONS**

Teresa Capo, Executive Assistant, presented a PowerPoint presentation of pets available for adoption - Bo (dog) - Bear (dog) - Rubix (cat) - Vinnie (cat). Ozzy (Dog) is also pictured and is currently looking for a foster home. If you are interested in adopting a pet, contact [clayadoptions@claycountygov.com](mailto:clayadoptions@claycountygov.com) or call (904) 269-6342. If you are interested, please contact [clayfosters@claycountygov.com](mailto:clayfosters@claycountygov.com). If you are interested in helping our furry friends but cannot take one home, please look at our Amazon wish list at Amazon.com. We always need items for our foster kittens and shelter animals. See Attachment A.

## **PROCLAMATIONS/RESOLUTIONS**

### **1. National Vietnam War Veterans Day (March 29, 2025)**

*VW Veterans Proclamation can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 25, 2025, beginning at 15:25 and ending at 33:45](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCCAgenda/March%2025,2025,beginning%20at%2015:25%20and%20ending%20at%2033:45). Below is a summary of the discussion and vote.*

Chairman Betsy Condon said that National Vietnam War Veterans Day is commemorated each year on March 29th in honor of the three million Americans who served during the Vietnam War and to pay our respect to over 58,000 men and women who lost their lives during the Vietnam War to preserve the freedom of the Vietnamese people. Chairman Condon also said Clay County is proudly partnering with the TAPS Committee and our local Vietnam Veterans of America in hosting the March 29, 2025 - Vietnam Veterans Day Ceremony at 10:00 AM at the Taps Monument in Green Cove Springs to recognize - honor and thank our Vietnam Veterans and their families for their service and sacrifice.

**Present for the Proclamation:**

- Commissioner Jim Renninger - US Navy
- David Treffinger - Army Specialist
- William "Bill" Byrns - US Air Force - VV of America Chapter 1059
- Aaron "Gary" Newman - US Navy - Founder of the TAPS Monument
- Gregory Walsh - US Navy
- John Ruark - US Navy
- Mitch Maxson - US Navy
- Anthony Mann - US Army
- Bruce Gilpin - US Navy
- Ansil Lewis - US Marine Corp
- Paulo Osorio - US Navy
- Tina Pham - Founder and President of the Asian Chamber of North Florida
- Tracy Pham - Treasure of the Asian Chamber of North Florida
- Jason Pham - Advisor of the Asian Chamber of North Florida

Commissioner John Sgromolo read the Proclamation for National Vietnam War Veterans Day - on March 29, 2025.

Commissioner Jim Renninger made a motion for approval of the Proclamation, seconded by Vice-Chairman Kristen Burke, which carried 4-0.

Army Specialist Treffinger introduced the individuals mentioned above, expressed his gratitude to the Board for the recognition, and noted that there are still 1,573 missing and unaccounted for in Vietnam.

Mr. Newman spoke about his honor to walk among so many veterans and first responders, his military service, and his continued service to veterans, and he thanked the Board for the recognition.

Mr. Burns expressed his appreciation to the Board and spoke about his military service. He said March 28 would mark the day 50 years ago he was released and set free, and he thanked other veterans and those who still serve.

Ms. Tina Pham also thanked the Board for the honor of attending. She spoke about her family's history during the Vietnam War, how they connected with the Vietnam Veterans, and how they honor and appreciate them all. Ms. Pham also invited everyone to the free event for a 50-Year Commemoration for the Vietnam War Veterans - April 28, 2025, at the Vystar Arena.

Commissioner Jim Renninger spoke about military service members being sent to a conflict in a foreign country and then coming home to a conflict, serving bravely not only on the battlefield by the men but also by the families.

Mr. Treffinger also recognized Mary Ann Newman, Diana Gilpin and Joann Burns.

## 2. Recognition of the 152nd anniversary of Mt. Zion AME Church

*Mt. Zion Proclamation can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 25, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/March%2025,%202025), beginning at 34:47 and ending at 40:50. Below is a summary of the discussion and vote.*

Chairman Betsy Condon said this year, Mount Zion African Methodist Episcopal Church is celebrating its 152<sup>nd</sup> anniversary. We have a Proclamation in honor of this historic and cherished institution in Green Cove Springs, and some special guests are here to help us celebrate this anniversary.

### **Present for the Proclamation:**

- Reverend George L. Reed Jr. Pastor
- Linda Bartley - Retired Educator and Lifetime Member of Mt. Zion
- Sandra Person - Sarah Catherine - Muldrow's Women's Missionary Society Leader

Vice-Chairman Kristen Burke read the Proclamation to recognize the 152nd Anniversary of the Mt. Zion AME Church.

Commissioner John Sgromolo made a motion for approval of the Proclamation, seconded by Commissioner Jim Renninger, which carried 4-0.

Reverend Reed thanked the Board and community leaders for the recognition. Reverend Reed introduced the ladies present as mentioned above and invited everyone to the celebration of the 152nd Anniversary of Mt Zion on Sunday, March 30, 2025. One of the greatest honors is to be a servant, as Christ demonstrated to us.

## **CONSTITUTIONAL OFFICERS**

*Constitutional Officer can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 25, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/March%2025,%202025), beginning at 41:27 and ending at 58:53. Below is a summary of the discussion.*

Chairman Betsy Condon recognized Clay County Property Appraiser - Tracy Drake for his attendance at the Value Adjustment Board Meeting and extended his regards to the Commission and County Manager.

Tara S. Green, Clerk of Court and Comptroller, requested Mr. Nick Miller, Inspector General of Clay County Clerk and Comptroller's Office, to introduce himself to the Board.

Nick Miller, Clay County Clerk of Court and Comptroller - Chief Audit Executive and Inspector General, addressed the Board to provide an overview of his career and experience and provided details and information on future projects. Mr. Miller expressed

his gratitude for the opportunity and is looking forward to working with everyone.

Chairman Betsy Condon spoke about information received from the Executive Office of the Governor - Department of Government Efficiency, with a response that was due at the office by the beginning of April. See Attachment B.

Tara S. Green, Clerk of Court and Comptroller, addressed the Board to provide details and information regarding the response submitted by the Clay County Clerk and Comptroller's Office. See Attachment C.

Chairman Betsy Condon continued the conversation regarding the request received and spoke about DOGE at the county level. See Attachment B.

Chairman Betsy Condon recognized Undersheriff Ron Lendvay and thanked him for his attendance. She also requested that the Commission Auditor, Heather Boucher, be the DOGE representative for the county and provide any necessary information to the Board.

There was continued clarification, questions, and discussions regarding DOGE, audits performed by Clay County Clerk of Court and Comptroller and the partnership with BoCC, information in relation to CCSO -immigration, compliance, etc., resolution and the positive side of having DOGE outline all projects.

Following all discussions, Howard Wanamaker, County Manager, noted that there was a current technical issue; however, staff is working to resolve it and get the live feedback up.

### **APPROVAL OF MINUTES**

#### **3. Board of County Commissioners Meeting Minutes March 11, 2025.**

Vice-Chairman Kristen Burke made a motion for approval of the March 11, 2025, BoCC Meeting Minutes, seconded by Commissioner Jim Renninger, which carried 4-0.

### **PUBLIC COMMENTS**

*Public Comment can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 25, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/March%2025), beginning at 59:16 and ending at 1:03:01. Below is a summary of the discussion.*

Chairman Betsy Condon opened the floor for public comment at 4:59 pm.

Richard Klinzman, 1985 Timucua Trail, Middleburg, Florida, addressed the Board to express his concerns regarding the growth and traffic in the county.

Hearing no other comments, Chairman Betsy Conon closed public comment at 5:03 pm.

## **CONSENT AGENDA**

### **4. 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.

### **5. Bid No. 24/25-034, Intersection Improvements at CR 220 at Canova Road and County Road 220 at East West Parkway (K. Smith)**

Approval to reject Bids received for Bid No. 24/25-034, Intersection Improvements at CR 220 at Canova Road and County Road 220 at East West Parkway. Both Bids received are over budget.

Staff will immediately re-evaluate the Project to determine the best method to procure the necessary services needed to complete the Project.

#### **Funding Source:**

Capital Improvement Plan (CIP) Projects Fund - Non Capital  
Improvement Element - CR220 Resurfacing Restoration - Infrastructure

### **6. Bid No. 24/25-040 Elevator Repair, Inspections, and Maintenance (K. Smith)**

Approval to award Bid No. 24/25-040 Elevator Repair, Inspections, and Maintenance to Mowrey Elevator Company of Florida, Inc. at the annual cost of \$25,200.00 as well as the additional fees listed for emergency repair services and percent markup on repair parts. Approval of award will be effective after the 72-hour protest period has expired.

#### **Funding Source:**

Various

### **7. Bid No. 24/25-043, Spencer Industrial Drive & CR 218 Improvements (K. Smith)**

A) Approval of Budget Resolution in the amount of \$1,947,971.00

B) Approval to post Notice of Intent to Award Bid No. 24/25-043, Spencer Industrial Drive & CR 218 Improvements to DB Civil Construction, LLC in the amount of \$4,998,513.00 (Base Bid).

Approval of award will be effective after the 72-hour protest period has expired.



Substantial Completion shall be accomplished within 215 days from Notice to Proceed. Final Completion shall be accomplished within 260 days from Notice to Proceed.

**Funding Source:**

Capital Improvement Plan Projects Fund - All Grants Organization - Spencer Industrial Complex - Florida Job Growth - Spencer Industrial Complex - Infrastructure

Capital Improvement Plan Projects Fund - Non Capital Improvement Element - Spencer Industrial Complex - Infrastructure

8. Bid No. 24/25-047, Fire Station 14 Kitchen Remodel (K. Smith)  
Approval to post Notice of Intent to Award Bid No. 24/25-047, Fire Station 14 Kitchen Remodel to Ladson Construction Company, LLC. in the amount of \$220,372.00.  
Approval of award will be effective after the 72-hour protest period has expired.

Substantial Completion shall be achieved no later than 135 days from execution of Agreement. Final Completion shall be achieved no later than 180 days from execution of Agreement.

**Funding Source:**

General Fund / Fire Control MSTU - Rescue Services / Fire Control MSTU - Fire Station 14 - Kitchen Renovation - Buildings

9. Agreement for Broker Services for Property and Casualty Insurance with Risk Management Associates, Inc. (B. DiMaio)  
Approval of the Agreement for Broker Services for Property and Casualty Insurance with Risk Management Associates, Inc. beginning on the effective date and continuing for a period of three (3) years with the option to renew two (2) additional one-year periods.

**Funding Source:**

General Fund-Risk Management-Insurance

10. Agreement for Comprehensive Plan Writing and Updating Services for Emergency Management with Megapod Networking, LLC(T. Devin)  
Approval of the Agreement for Comprehensive Plan Writing and Updating Services for Emergency Management with Megapod Networking, LLC beginning on the effective date through March 31, 2028. Task Orders will be issued based upon budget and priority.

**Funding Source(s):**

General Fund - Emergency Management - Emergency Management Plans - Rewrite Develop and Update - Professional Services

General Fund - All Grants Organization - FY2024 EMPA Grant - FY24-25 EMPA - Professional Services

General Fund - All Grants Organization - EMPG 2024-2025 - EMPG 2024-2025 - Professional Services

11. First Renewal and Amendment to Agreement No.2021/2022-98 for Professional Architectural Services for Public Safety Facilities with Dasher Hurst Architects, P.A. (C. Josi)

Approval of the First Renewal and Amendment to Agreement No.2021/2022-98 for Professional Architectural Services for Public Safety Facilities with Dasher Hurst Architects, P.A. for an additional one-year term beginning on February 8, 2025 through February 7, 2026 including the amended fee schedule attached as Attachment 1.

**Funding Source:**

Various

12. Agreement for Comprehensive Road Data Software with Urban SDK, Inc. (D. Hane)

A) Approval of the Agreement for Comprehensive Road Data Software with Urban SDK, Inc. in the amount of \$39,641.91 for the initial one-year term.

B) Approval of Advanced Payment for year one (1) subscription and support fees in the amount of \$39,641.91 and all annual subscription/support fees.

**Funding Source:**

General Fund-MIS-Software Subscription

13. Acceptance for Final Re-Plat for Recording - Dufresne Cove Replat (District 1, Comm. Sgromolo)(R. Smith)

The Staff has reviewed and recommends that the Board accept and approve the final replat of Dufresne Cove for recording.

14. Acceptance for Final Re-Plat for Recording -Creighton Pointe (District 1, Comm. Sgromolo)(R. Smith)

The Staff has reviewed and recommends that the Board accept and approve the final replat of Creighton Pointe for recording.

15. Acceptance for Final Re-Plat for Recording -Victorian Princess (District 1, Comm. Sgromolo)(R. Smith)  
The Staff has reviewed and recommends that the Board accept and approve the final replat of the Victorian Princess for recording.
16. Satisfaction of Mortgage for Gambardella and Satisfaction of Mortgage for Gorman
17. Donation of Surplus Property to Baptist Health for its Simulation Learning Center (C. Leroy/C. Grimm)
18. Donation of Surplus Property (vehicles) to the Florida National Guard Counterdrug Program - MCTFT (Multi-jurisdictional Counterdrug Task Force Training) for training purposes, along with the required Resolution for the same (C. Grimm)
19. Approval of Purchase Agreement for Purchase of Permanent Easement for Drainage for BTP Project #6A - CR 315 (Maryland to US 17) and authorization for County Manager to execute all documents necessary to close the acquisition (C. Grimm/E. Dendor)

*Consent Agenda can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 25, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/March%2025,2025), beginning at 2:39:07 and ending at 2:41:51. Below is a summary of the discussion and vote.*

Courtney Grimm, County Attorney, addressed the Board to provide details and information regarding item 4 - Finance Business - CCSO Surplus Inventory List and the request for four of the vehicles to be pulled from the list to be utilized by Public Safety.

**Identified by Asset Numbers:**

- 1266
- 1262
- 1921
- 1922

Item 4 was pulled to be voted on separately.

Commissioner Jim Renninger made a motion for approval of the Consent Agenda except item 4 - Finance Business, seconded by John Sgromolo, which carried 4-0.

Chairman Betsy Condon provided an overview of the staff's request regarding item 4.

Following the discussion, Vice-Chairman Kristen Burke made a motion for approval of the staff's request as stated, seconded by Commissioner John Sgromolo, which carried

4-0.

## **OLD BUSINESS**

20. Pine Ridge Plantation CDD's request related to vacation of Isle of Pines Circle right-of-way (C. Grimm)

*CDD Discussion can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 25, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/March%2025), beginning at 2:41:53 and ending at 2:44:51. Below is a summary of the discussion.*

Chairman Betsy Condon opened the floor to discuss and provide an overview of the Pine Ridge CDD request to vacate Isle of Pines Circle ROW as indicated above. The item was on a previous agenda, and clarification is needed to ensure that the Board is still in agreement to move forward.

There were comments and discussions regarding the removal of debris, the location of the debris, and the removal of debris by the county.

Chairman Condon also mentioned the request to have a sidewalk and curbing placed.

There were questions, discussions, and clarification regarding debris, the cost of the sidewalk/curb, the budget, and any concerns or need to change the previous vote.

There was no motion to change the previous vote.

## **NEW BUSINESS**

21. Bid No. 24/25-006, Sheriff's Office Middleburg Substation Replacement of Exterior Doors (K. Smith)

Approval to post Notice of Intent to Award Bid No. 24/25-006 Sheriff's Office Middleburg Substation Replacement of Exterior Doors to Modern Effect, LLC in the amount of \$24,807.92. Approval of award will be effective after the 72-hour protest period has expired.

After review, it has been determined that awarding to Modern Effect, LLC is in the County's best interest. Modern Effect, LLC has verified all materials, labor, permitting, and other requirements outlined in the Scope of Work. They have demonstrated a clear understanding of the Sheriff's Office's expectations to complete the Project.

Final Completion shall be achieved no later than 60 days from Notice to Proceed.

### **Funding Source:**

Law Enforcement MSTU Fund - Buildings Jail-Law Enforcement MSTU  
- Buildings

*BID 24-25-006 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 25, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/March%2025,%202025), beginning at 2:44:54 and ending at 2:47:25 . Below is a summary of the discussion and vote.*

Karen Smith, Director of Administrative and Contractual Services, addressed the Board to provide the details and information for BID Number 24/25-006, as indicated above.

There were questions and discussions regarding the material to be used for the new doors.

Vice-Chairman Kristen Burke made a motion for approval, seconded by Commissioner Jim Renninger, which carried 4-0.

22. Bid No. 24/25-056, Pavement Maintenance and Rehabilitation Services Countywide (K. Smith)

Approval to post Notice of Intent to Award Bid No. 24/25-056, Pavement Maintenance and Rehabilitation Services Countywide to Asphalt Paving Systems, Inc. at the unit costs provided in the Bid submittal. Approval of award will be effective after the 72-hour protest period has expired.

After review, it has been determined that awarding to Asphalt Paving Systems, Inc. is in the County's best interest due to the satisfactory quality and competitiveness of their bid, limited market competition, urgent timelines requiring immediate action, and the established trust with the Contractor.

**Funding Source:**

Capital Improvement Plan (CIP) Projects Fund - Non Capital  
Improvement Element - Road Improvements - Infrastructure

*BID 24/25-056 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 25, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/March%2025,%202025), beginning at 2:47:30 and ending at 2:48:47. Below is a summary of the discussion and vote.*

Karen Smith, Director of Administrative and Contractual Services, addressed the Board to provide the details and information for BID Number 24/25-056 as indicated above.

There were comments regarding the implementation by other counties and their satisfaction.

Commissioner Jim Renninger made a motion for approval, seconded by Vice-Chairman Kristen Burke, which carried 4-0.

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

23. Public Hearing to Consider COMP 24-0016 and ZON 24-0019. (District 5, Comm. Burke) (J.Bryla)

A. COMP 24-0016

This application is a FLUM Amendment to change 1.72 acres from Agricultural (AG) to Industrial (IND)

B. ZON 24-0019

This application is a Rezoning to change from Agricultural District (AG) to Heavy Industrial District (IB).

*Public Hearing Items 23-27 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC) Agenda/March 25, 2025, beginning at 1:03:05 and ending at 2:24:42. Below is a summary of the discussion and vote.*

***All those wishing to speak during the public hearings were sworn in.***

Jenni Bryla, Zoning Chief, presented a PowerPoint presentation to provide details and information regarding the public hearings to consider Items 23, 24, 25, 26, and 27 as indicated for each item. See Attachment D.

Chairman Betsy Condon opened the floor for the public hearing at 5:12 pm.

Van Bert Royal, Agent for the Applicant, addressed the Board to provide more details and information for the requested change and provided a handout for reference. See Attachment E.

There were questions and discussion regarding the intended use of the property, Live Local Act, and having a developers agreement.

Michael Boike, CR209 South resident, addressed the Board in opposition of the requested change.

Michael Fluent, 153 Williams Park Road, Green Cove Springs, Florida addressed the Board to express his concerns with the requested change.

Patricia Ross, 5243 County County Road 209, Green Cove Springs, Florida, addressed the Board to express concerns with the requested change.

Mr. Royal addressed comments and concerns expressed during the public hearing.

Hearing no other comments, Chairman Betsy Condon closed the public hearing at 5:42 pm.

There were questions and discussions regarding road issues, needed improvements,

estimated costs - widened and resurface, utilities, votes and concerns by CAC and Planning Commission, any compatible issues, application submission for all items, timeline and funding for the widening, restrictions for the roadway, contingency for road improvements, traffic study,

Commissioner Jim Renninger made a motion for approval of COMP-24-0016 with a traffic study, road improvements - CR226, developer agreement, seconded by Commissioner John Sgromolo. There were additional discussions regarding restrictions/contingency. Following the discussion the motion was withdrawn with more discussion to address concerns regarding the developer agreement, traffic study and continuance of all items.

Vice-Chairman Kristen Burke made a motion for a continuance of items 23 through 27. Discussion continued regarding traffic study process and the applicants willingness to continue. Commissioner Jim Renninger seconded the motion, which carried 4-0.

24. Public Hearing to consider COMP 24-0017 and ZON 24-0023. (District 5, Comm. Burke) (J.Bryla)

A. COMP 24-0017

This application is a FLUM Amendment to change 41.75 acres Agricultural Residential (AR) to Industrial (IND).

B. ZON 24-0023

This application is a rezoning to change from Agricultural Residential District (AR) to Heavy Industrial (IB).

All discussions, presentation, and vote for item 24 were had during item 23.

25. Public Hearing to consider COMP 24-0018 and ZON 24-0024. (District 5, Comm. Burke) (J.Bryla)

A. COMP 24-0018

This application is a FLUM Amendment to change 32.78999 acres from Agricultural Residential (AR) to Industrial (IND).

B. ZON 24-0024

This Application is a Rezoning to change from Agricultural District (AG) to Heavy Industrial District (IB).

All discussions, presentation, and vote for item 25 were had during item 23.

26. Public Hearing to consider COMP 24-0020 and ZON 24-0026.( District 5, Comm. Burke)(J. Bryla)

A. COMP 24-0020

This application is a FLUM Amendment to change 8.9 acres from Agriculture (AG) to Industrial (IND).

B. ZON 24-0026

This application is a Rezoning to change from Agricultural District (AG) to Heavy Industrial District (IB).

All discussions, presentation, and vote for item 26 were had during item 23.

27. Public Hearing to consider COMP 25-0003 and ZON 25-0002.( District 5, Comm. Burke)(J. Bryla)

A. COMP 25-0003

This is a privately initiated application for a FLUM Amendment to change 1 acre from Agricultural (AG) to Industrial (IND).

B. ZON 25-0002

This application is a Rezoning to change from Agricultural District (AG) to Heavy Industrial District (IB).

28. Public Hearing to consider COMP 25-0001 and ZON 24-0036 (District 4, Comm. Condon) ( J. Bryla)

A. COMP 25-0001

This application is a FLUM Amendment to change 7.87 acres from Commercial (COM) to Rural Residential (RR).

B. ZON 24-0036

This application is a Rezoning to change from Shopping Center District (BSC) to Agricultural/Residential District (AR).

*Public Hearing for item 28 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 25, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/March%2025,2025), beginning at 2:24:42 and ending at 2:29:18. Below is a summary of the discussion and vote.*

Jenni Bryla, Zoning Chief, presented a PowerPoint presentation to provide details and information regarding the public hearing to consider COMP-25-0001 and ZON-24-0036, as indicated above. See Attachment F.

There were questions and discussions regarding structures on the property and intended use.

Chairman Betsy Condon opened the floor for the public hearing at 6:28 pm.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 6:28 pm.

Commissioner Jim Renninger made a motion for approval of COMP-25-0001, seconded by Vice-Chairman Kristen Burke, which carried 4-0.



Commissioner John Sgromolo made a motion for approval of ZON-24-0036, seconded by Commissioner Jim Renninger, which carried 4-0.

29. Final Public Hearing to consider Adoption of COMP 24-0019 (EAR Amendments) (D. Selig)

The State of Florida requires all local governments to evaluate and update their Comprehensive Plans every 7 years. This process is known as the Evaluation and Appraisal Report (EAR). (*Section 163.3191 F.S.*) This staff report summarizes the outcome of Staff's evaluation of the current comprehensive plan based on the State's guidelines and the comments supplied by the State of Florida in its review.

*Public Hearing for item 29 can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC) Agenda/March 25, 2025, beginning at 2:29:19 and ending at 2:39:05. Below is a summary of the discussion and vote.*

Dodie Selig, Chief Planner, presented a PowerPoint presentation to provide details and information regarding the final public hearing to consider COMP-24-0019. See Attachment G.

Chairman Betsy Condon opened the floor for the public hearing at 6:38 pm.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 6:38 pm.

Commissioner Jim Renninger made a motion for approval, seconded by Vice-Chairman Kristen Burke, which carried 4-0.

**LETTERS FOR ACTION**

30. Discussion of Re-Appointment to the Lake Asbury/Penney Farms Citizens Advisory Committee

Helena Cormier submitted an application for re-appointment.

*Lake Asbury/Penney Farms CAC can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC) Agenda/March 25, 2025, beginning at 2:54:51 and ending at 2:49:21. Below is a summary of the discussion and vote.*

Chairman Betsy Condon opened the floor to discuss the re-appointment to the Lake Asbury/Penney Farms Citizens Advisory Committee as indicated above.

Commissioner Jim Renninger made a motion for approval to reappoint Helana Cormier, seconded by Vice-Chairman Kristen Burke, which carried 4-0.

31. Acceptance of Resignation from the Springs Citizens Advisory Committee

Duston Dean has submitted his resignation from the Springs CAC.

*Springs CAC can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 25, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/March%2025,%202025), beginning at 2:49:22 and ending at 2:50:17. Below is a summary of the discussion and vote.*

Chairman Betsy Condon opened the floor to discuss the resignation letter received for the Springs CAC, as indicated above.

There were questions and discussions regarding the number of board members and the ability to have a quorum.

Vice-Chairman Kristen Burke made a motion for approval of the resignation letter from Duston Dean, seconded by Commissioner John Sgromolo, which carried 4-0.

32. Discussion of Appointment to the Clay County Historic Preservation Board

Kathy Kass has submitted an application to fill the District 3 vacancy.

*HPB can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 25, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/March%2025,%202025), beginning at 2:50:18 and ending at 2:50:42. Below is a summary of the discussion and vote.*

Chairman Betsy Condon opened the floor to discuss the appointment to the Historic Preservation Board as indicated above.

Commissioner Jim Renninger made a motion for approval to appoint Kath Kass, seconded by Commissioner John Sgromolo, which carried 4-0.

**LETTERS OF DOCUMENTATION**

33. Bid Opening Tabulations (K. Smith)

Bid Opening Tabulation for March 7, 2025:

- A. RFB No. 24/25-006, Sheriff's Office Middleburg Substation Replacement of Exterior Doors
- B. RFB No. 24/25-047, Fire Station 14 Kitchen Remodel

Bid Opening Tabulation for March 11, 2025:

- A. RFB No. 24/25-043, Spencer Industrial Drive & CR 218 Improvements

Chairman Betsy Condon acknowledged the Letters of Documentation.

**PUBLIC COMMENTS**

*Public Comment can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 25, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/March%2025), beginning at 2:50:52 and ending at 2:53:02. Below is a summary of the discussion.*

Chairman Betsy Condon opened the floor for public comment at 6:51 pm.

Helana Cormier 2839 Woodbridge Crossing Court, Green Cove Springs, Florida, addressed the Board to express her appreciation and gratitude.

Hearing no other comments, Chairman Betsy Conon closed public comment at 6:53 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/March 25, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/March%2025), beginning at 2:53:06 and ending at 2:53:48. Below is a summary of the discussion.*

Courtney Grimm, County Attorney, addressed the Board to provide an update on the court proceedings regarding the Fleming Island Preserve matter. The developer/builder has retained counsel, and the hearing is scheduled for April 1, 2025. The Special Magistrate has a period of time to enter their recommendation, and that will come before the Board once it has been received.

### **COUNTY MANAGER**

*Comments can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/March 25, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/March%2025), beginning at 2:53:54 and ending at 2:54:44. Below is a summary of the discussion.*

Howard Wanamaker, County Manager, addressed the Board to provide details and information for the list provided for potential sites for the new safety complex and requested consensus on the recommendation from staff for site number one (1). See Attachment H.

Following all discussions, the Board agreed to move forward with site one.

### **COMMISSIONERS' COMMENTS**

*Commissioners Comments can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC- Agenda/March 25, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC-20Agenda/March%2025), beginning at 2:54:48 and ending at 3:08:26. Below is a*

*summary of the discussion.*

Vice-Chairman Kristen Burke spoke about attending the Salute to Service event and commended staff and all those involved for their work organizing the event. Vice-Chairman Burke spoke about the road improvements in her district and asked for continued patience when driving in the area and to watch out for the construction workers.

Commissioner John Sgromolo spoke about attending/participating in the Sheriff's Net meeting that was held on March 13, 2025, at the Sacred Heart Church. Commissioner Sgromolo mentioned the construction on Highway 17 and thanked everyone for their patience and is looking forward to the completion of the project. Commissioner Sgromolo talked about the Salute to Service event and mentioned those in attendance and/or who were recognized. Commissioner Sgromolo mentioned one of his favorite events - the Clay County Fair that opens in nine (9) days, and he is looking forward to attending.

Commissioner Jim Renninger mentioned the Salute to Service event and wanted to find a way to have better communication/advertising to get better attendance. Commissioner Renninger spoke about attending the Small County Coalition in Tallahassee with County Manager Wanamaker and mentioned the takeaways and information received from the meeting. Commissioner Renninger spoke about the boating accident in Jacksonville, Florida, and encouraged everyone to be safe.

Chairman Betsy Condon thanked her fellow commissioner for filling in for her while she was away. Chairman Condon spoke about being in Tallahassee and the importance of advocacy and the local government. Chairman Condon provided details and information about testifying in front of a committee regarding Bill 1304 - Solar in Agricultural Zoning and the importance of that bill. Chairman Condon also spoke about the honor of attending World County Days. Chairman Condon recognized CFO - Jimmy Patronis for naming the State Unclaimed Property Vault for Walter Graham and gave an overview of Mr. Graham's family. Chairman Condon then recognized Robert Vonn - an outstanding Clay County employee who is retiring on March 31, 2025 - and extended her gratitude for his service of 31 years to the county in the Public Works Department and well wishes for his next journey.

Hearing no further business, Chairman Betsy Condon adjourned the meeting at 7:06 pm.

Attest:

---

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

---

Chairman or Vice-Chairman

### **Acronym Definitions**

AME – African Methodist Episcopal  
BoCC- Board of County Commissioners  
BTP – Bonded Transportation Program  
CAC – Citizens Advisory Committee  
CCSO – Clay County Sheriff’s Office  
CDD – Community Development District  
CR – County Road  
DOGE – Department of Government Efficiency  
EOC – Emergency Operations Center  
FY – Fiscal Year  
NAS – Naval Air Station  
OMB – Office of Management and Budget  
ROW – Right-of-Way  
US – United States  
VV – Vietnam Veterans  
ZON – Rezone

# **Attachment**

## **“A”**

# **Pet Adoptions**



# Bo

**ANIMAL ID:** A0056627813

**SEX:** Neutered Male

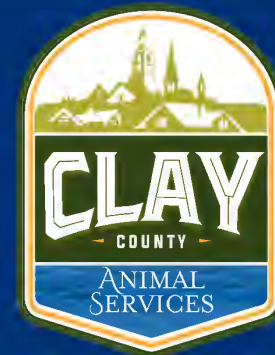
**BREED:** Mixed Breed, 1 year old, 58 pounds  
Heartworm Negative

**LOCATION:** Clay County Animal Services

**ABOUT:** Bo may have been on an impromptu hiking adventure in the woods, but he's ready to trade survival mode for belly rubs and a forever home. This 1 year old spunky pup was found by some friendly hikers, and now he's looking for his next great adventure-with YOU! Whether it's hitting the trails, playing zoomies in the yard or flopping down for a well-earned snooze, he's always up for a good time. If Bo sounds like an adventure buddy you need, he is waiting for you.



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



# Bear

**ANIMAL ID:** A0055761935

**SEX:** Neutered Male

**BREED:** 1 year old; 81 pounds; Heartworm Negative

**LOCATION:** CCAS Main Shelter in Green Cove Springs

**ABOUT:** This 1.5-year-old cuddle bug is ready to fill your home with love and joy! Bear loves his stuffies, is a treat connoisseur, and takes snacks with impeccable manners. He's mastered "sit," enjoys long walks, the beach and is always up for snuggles.

Bear is best in a home without cats, but he's sure to bring endless affection and playful energy to the right family. Ready for a lovable, loyal companion? Bear's your guy!

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





# Rubix

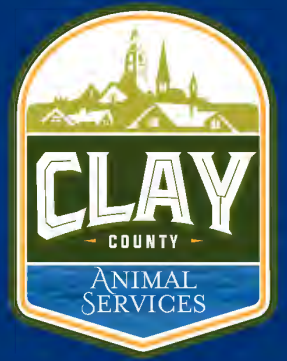
**ANIMAL ID:** A005850961

**SEX:** Neutered Male

**BREED:** Domestic Shorthair, 1year old; 9 pounds

**LOCATION:** CCAS Main Shelter in Green Cove Springs

**ABOUT:** Meet Rubix! This sweet, boy is full of curiosity and loves to explore. He's playful, affectionate, and definitely a fan of the spotlight — especially when it comes to photos! Always ready for a close-up, Rubix is a natural when it comes to being the center of attention. If you're looking for a loving, photogenic companion with a big heart, Rubix is the perfect match!



[claycountygov.com/adopt](https://claycountygov.com/adopt)



# Vinnie

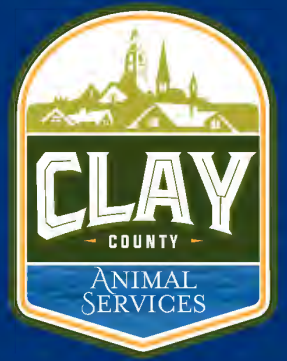
**ANIMAL ID:** A0058045230

**SEX:** Neutered Male

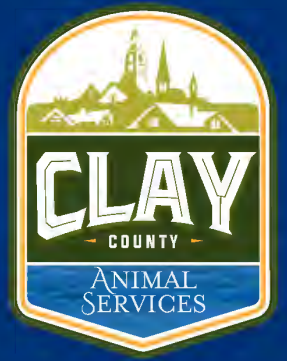
**BREED:** Domestic Short Hair, 2 years old; 7 pounds

**LOCATION:** CCAS Main Shelter in Green Cove Springs

**ABOUT:** Meet Vinnie, His lovely markings make him stand out, but it's his regal presence and gentle nature that truly make him special. Vinnie is calm, friendly, and always up for a cuddle. If you're looking for a sweet companion with a touch of class, Vinnie might just be the perfect addition to your family.



[claycountygov.com/adopt](https://claycountygov.com/adopt)



## Ready to Meet Your New Best Friend?

Our adoptable animals are waiting to add some extra love and fun to your life. From wagging tails to purring kitties, we've got the perfect companion just for you. 🐕 🐱  
Want to see who's available? Head over to our website and meet our adorable crew looking for their forever homes.

Got questions? Drop us a line at  
**[Clayadoptions@claycountygov.com](mailto:Clayadoptions@claycountygov.com)** and let's chat!  
Don't wait! Your new best friend is just a click away! 🏠 💖

*\*Pictured, Ozzy A00580353 who is also looking for a home.*



# **[claycountygov.com/adopt](http://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 the shelter animals.

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

**[claycountygov.com/adopt](https://claycountygov.com/adopt)**

**Attachment**  
**“B”**  
**Letter from Governor**  
**BoCC Response**  
**Resolution Example**



RON DESANTIS  
GOVERNOR

STATE OF FLORIDA  
**Office of the Governor**

THE CAPITOL  
TALLAHASSEE, FLORIDA 32399-0001

[www.flgov.com](http://www.flgov.com)  
850-717-9418



March 18, 2025

Delivered Electronically

**Subject: EOG DOGE Efforts & Inquiry Regarding Financial Condition Under Section 218.503, Florida Statutes**

Dear County Official,

Pursuant to Executive Order 25-44, the **Executive Office of the Governor** has established an **EOG DOGE Team** which will use advanced technology to identify, review, and report on unnecessary spending within county and municipal governments and recommend legislative reforms to promote efficiency, maximize productivity, and eliminate waste in state and local government. These efforts are focused on ensuring fiscal responsibility throughout Florida.

In addition to assessing your county's publicly available information over the coming weeks and months, the EOG DOGE Team is also assessing compliance with the financial management requirements set forth in **section 218.503, Florida Statutes**. This provision outlines the circumstances under which a local governmental entity is deemed to be in financial emergency or distress, triggering necessary corrective actions.

To fulfill our oversight role, and in accordance with article IV, section 1(a) of the Florida Constitution, we respectfully request confirmation as to whether your county has encountered any instances of financial emergency or distress, including those listed in section 218.503(1), Florida Statutes, such as:

1. **Failure to pay short-term loans or obligations when due** as a result of lack of funds.
2. **Failure to make debt service payments on bonds, loans, or other debt instruments when due.**
3. **Failure to timely pay uncontested claims from creditors** for more than 90 days due to lack of funds.
4. **Failure to transfer taxes, social security contributions, or retirement plan contributions** as required by law.
5. **An unreserved or total fund balance deficit in the general fund or any major operating fund** that persists for two consecutive years.

County Official  
March 18, 2025  
Page Two

If your county has encountered any of these conditions since State Fiscal Year 2018-19, or anticipates potential financial distress in the next six months, please provide a written response in keeping with your obligations under section 218.503(2)-(3), Florida Statutes, detailing the specific circumstances, any corrective actions taken, a point of contact, and any additional information relevant to compliance with statutory financial obligations.

**Please submit your response to [eogdoge@laspbs.state.fl.us](mailto:eogdoge@laspbs.state.fl.us) no later than April 8, 2025** to ensure timely review and, if necessary, assistance from state authorities. If we do not receive a response from you within 45 days, it will be presumed that your county is in possible statutory violation and in need of assistance. If you have any questions or require further clarification, please contact [eogdoge@laspbs.state.fl.us](mailto:eogdoge@laspbs.state.fl.us).

We appreciate your cooperation in maintaining the fiscal integrity of local governmental operations.

Sincerely,

EOG DOGE Team

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 25-44 (Ensuring Government Efficiency)

**WHEREAS**, state and local governments should be efficient, effective, transparent, and responsive and should be held accountable for achieving these goals; and

**WHEREAS**, fiscal accountability is necessary to ensure good government and to minimize financial burdens on the taxpayer; and

**WHEREAS**, all levels of government should continue to work to eliminate unnecessary and inappropriate spending; and

**WHEREAS**, the State of Florida has a strong record of responsible fiscal management and stewardship; and

**WHEREAS**, in addition to balancing the budget each year, my Administration has consistently strived toward streamlining government; and

**WHEREAS**, for example, the Fiscal Year 2024-2025 "Focus on Florida's Future" Budget saved Florida taxpayers \$3.5 billion; and

**WHEREAS**, Florida has paid down 41% of the State's total historic tax-supported debt since 2019; and

**WHEREAS**, Florida's debt per capita is estimated to have decreased by 54% from \$1,457 in Fiscal Year 2010-2011 to \$664 in Fiscal Year 2023-2024; and

**WHEREAS**, the State has maintained a triple-A credit rating, has one of the lowest tax burdens in the country, and has increased rainy-day reserves by over \$9.4 billion; and



**WHEREAS**, my Administration's proposed Fiscal Year 2025-2026 "Focus on Fiscal Responsibility" Budget will lower spending even further, saving Florida taxpayers \$3 billion compared to the current year budget; and

**WHEREAS**, the proposed Fiscal Year 2025-2026 budget eliminates over 740 state government positions, recommends \$2.2 billion in tax relief, and requires a thorough review of federal grant funding received and expended in the State; and

**WHEREAS**, Florida has the lowest ratio of state government workers to population; and

**WHEREAS**, because of Florida's low regulatory footprint, Florida has consistently been ranked one of the top states in which to conduct business; and

**WHEREAS**, notwithstanding Florida's history of prudent fiscal management relative to many states in the country, the State should nevertheless endeavor to explore opportunities for even better stewardship of state and local resources; and

**WHEREAS**, for example, the Trump Administration has created the Department of Government Efficiency ("DOGE") to employ innovative technology to identify and eliminate unnecessary and oftentimes frivolous spending, to maximize governmental efficiency and productivity, and to reform the federal workforce; and

**WHEREAS**, the State of Florida should leverage cutting edge technology to identify further spending reductions and reforms in state agencies, university bureaucracies, and local governments that have increased their spending, to include identifying and returning unnecessary federal grant funding.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. There shall be established within the Office of Policy and Budget in the Executive Office of the Governor (EOG) an EOG DOGE Team. The EOG DOGE Team shall be responsible for (1) ensuring compliance with this Executive Order; (2) using publicly available information to identify and report unnecessary spending within county and municipal governments; (3) coordinating with the Board of Governors of the State University System of Florida and the State Board of Education to identify and eliminate unnecessary spending, programs, courses, staff, and any other inefficiencies within the State University System and the Florida College System; and (4) recommending legislative reforms to promote efficiency, maximize productivity, and eliminate waste in state and local government. The EOG DOGE Team shall report any legislative recommendations to the Governor, the Chief Financial Officer, the President of the Senate, and the Speaker of the House of Representatives no later than September 30, 2025.

Section 2. Each state agency shall establish an Agency DOGE Team that shall be responsible for (1) utilizing advanced technology, such as artificial intelligence, as part of ongoing efforts to identify and eliminate unnecessary spending, programs, or contracts within the agency; (2) identifying any pending or funded federal grant awards that are inconsistent with the policies of this State and should be returned to the American taxpayer in furtherance of the President's DOGE efforts; and (3) recommending administrative or legislative reforms to promote efficiency, maximize productivity, and eliminate waste in state and local government, including recommendations to leverage modern technology and to eliminate the duplication of services, reduce fees, and cut overhead. Each Agency DOGE Team shall report its progress on the foregoing responsibilities to the EOG DOGE Team on a monthly basis until this Executive Order expires.

Section 3. The Board of Governors of the State University System of Florida and the State Board of Education shall collaborate with the EOG DOGE Team to identify and eliminate unnecessary spending, programs, courses, staff, and any other inefficiencies within the State University System and the Florida College System.

Section 4. This Executive Order shall be implemented in accordance with state and federal law and with existing staff and funding. To the maximum extent possible, agencies should employ the most innovative technology feasible to carry out the responsibilities assigned in this Executive Order.

Section 5. This Executive Order is effective immediately and shall expire on March 31, 2026.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 24th day of February, 2025.

  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

ATTEST:

  
\_\_\_\_\_  
SECRETARY OF STATE

RECEIVED  
FEB 25 2025  
TALLAHASSEE  
FLORIDA



**Board of County  
Commissioners**

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

Area Code: 904  
Phone: 284-6352

Fax: 278-4731

**County Manager**  
Howard Wanamaker

**Commissioners:**  
John Sgromolo  
District 1

Alexandra Compere  
District 2

Jim Renninger  
District 3

Betsy Condon  
District 4

Kristen Burke, DC  
District 5

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



March 25, 2025

Office of the Governor  
Executive Office of the Governor-Department of Government Efficiency  
State of Florida  
400 S. Monroe Street  
Tallahassee, FL 32399

**Subject: Response to Executive Office of the Governor (EOG)-  
Department of Government Efficiency (DOGE) Inquiry**

Dear EOG-DOGE Team,

On behalf of the Clay County Board of County Commissioners, we are writing in response to your letter dated March 18, 2025, regarding the inquiry into the County's financial condition under Section 218.503, Florida Statutes.

As requested, we consulted with the Clay County Clerk of Court and Comptroller, the Honorable Tara S. Green, who serves as the Chief Financial Officer for the County. She has provided a formal response dated March 20, 2025, which we have reviewed and attached. According to her response, there have been no instances in Clay County that would constitute a financial emergency or distress under any of the criteria listed in Section 218.503(1), Florida Statutes.

Specifically:

- No failures to pay short-term obligations due to lack of funds.
- No failures to make debt service payments when due.
- No uncontested creditor claims unpaid for more than 90 days.
- No failures to transfer legally required contributions.
- No fund balance deficits in the general fund or other major operating funds persisting for two consecutive years.

In addition, the Independent Auditors' Report performed by James Moore & Co. for year ended September 30, 2023, states the County's financial statements are presented in accordance with accounting principles generally accepted in the United States of America and the County's financial position is presented fairly in all material respects. Please find their opening letter attached; the full report is available on the Clay County Clerk of Court and Comptroller website at [clayclerk.com](http://clayclerk.com).

Clay County fully supports the efforts of the EOG-DOGE to promote financial transparency, early identification of fiscal distress, and the overall health of local government finances. We welcome the opportunity to collaborate with



your team and are committed to participating in efforts that strengthen financial accountability and sustainability across Florida's local governments.

We trust this provides the information your office requested. If you require any additional information or further documentation, please feel free to contact me at [Betsy.Condon@claycountygov.com](mailto:Betsy.Condon@claycountygov.com).

Sincerely,

Betsy Condon, Chair  
Clay County Board of County Commissioners

Cc: Howard Wanamaker, Clay County Manager  
Tara Green, Clay County Clerk of Court and Comptroller  
Senator Jennifer Bradley via E-mail  
Representative Sam Garrison via E-mail  
Representative Judson Sapp via E-mail

Enc.: Letter from the Honorable Tara S. Green, Clay County Clerk of Court and Comptroller  
Letter from James Moore & Co., Independent Auditors



**RESOLUTION NO. 2025-\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, SUPPORTING EXECUTIVE ORDER 25-44, ENTITLED *ENSURING GOVERNMENT EFFICIENCY, AND COLLABORATION WITH THE GOVERNMENTAL EFFICIENCY TEAM (“EOG DOGE”) WITH IDENTIFYING UNNECESSARY LOCAL GOVERNMENT SPENDING, CREATING EFFICIENCIES, AND SAVING TAXPAYER DOLLARS; AND PROVIDING FOR AN EFFECTIVE DATE.***

**WHEREAS**, on February 24, 2025, Governor DeSantis signed Executive Order 25-44, *Ensuring Government Efficiency*; and

**WHEREAS**, the Executive Order establishes within the Office of Policy and Budget in the Executive Office of the Governor a Department of Governmental Efficiency Team (“EOG DOGE Team”); and

**WHEREAS**, the EOG DOGE Team is responsible for assisting local governments in identifying unnecessary spending, eliminating waste, and saving taxpayers money; and

**WHEREAS**, to best serve the people of Florida, local governments should, in partnership and assistance of EOG DOGE, actively participate in a comprehensive review conducted jointly by the EOG DOGE Team and local government to identify and eliminate unnecessary and inappropriate spending; and

**WHEREAS**, the Lake County Board of County Commissioners hereby finds it in the best interests of the residents of Lake County to work in partnership with the EOG DOGE Team on the County’s fiscal and efficiency review.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lake County, Florida:

**Section 1. Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

**Section 2. Support.** The Lake County Board of County Commissioners (Board) supports efforts identifying unnecessary spending, creating efficiencies, and saving taxpayer dollars. The Board supports identifying and working to eliminate unnecessary programs, misaligned grants, and redundant contracts within the County, including those which may be inconsistent with regulations of the State.

**Section 3. Good Faith Partnership.** The Board desires to work in good faith with the EOG DOGE Team to facilitate their mission and to conduct a comprehensive review of the County’s budget and operations. Through this partnership, the Board will grant the EOG DOGE Team access to the necessary records and any physical premises to review documents and data which may assist the County in identifying efficiencies. The Board will recommend administrative or policy reforms to promote efficiency and maximize productivity within local government.



**DRAFT Local Government Resolution**

WHEREAS, on February 24, 2025, Governor DeSantis signed Executive Order 25-44, Ensuring Government Efficiency;

WHEREAS, the Executive Order establishes within the Office of Policy and Budget in the Executive Office of the Governor a Department of Governmental Efficiency Team ("EOG DOGE Team");

WHEREAS, the EOG DOGE Team is responsible for ~~helping~~ assisting local governments ~~to in~~ identifying unnecessary spending, eliminating waste, and saving taxpayers money; and

WHEREAS, to best serve the people of Florida, local governments should in partnership ~~and assistance with of~~ EOG DOGE actively participate in a comprehensive review conducted jointly by the EOG DOGE Team and local government to identify and eliminate unnecessary and inappropriate spending, NOW, THEREFORE,

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

Section 1. The \_\_\_\_\_ County Board of County Commissioners (Board) supports efforts ~~to identifying~~ unnecessary spending, ~~create~~ creating efficiencies, and ~~save~~ saving taxpayer dollars.

Section 2. In a good faith effort to facilitate the mission of the EOG DOGE Team, the Board will ~~work in collaboration~~ collaborate with the EOG DOGE Team to conduct a comprehensive review of the County's budget and operations.

Section 3. Through this partnership, the Board will grant the EOG DOGE Team access to ~~the~~ necessary records and any physical premises to review documents and data which may assist the County in identifying efficiencies.

Section 4. The Board supports identifying and working to eliminate unnecessary spending, unnecessary programs, mis-aligned grants, and redundant contracts within the County, including those which may be inconsistent with the regulations of this State.

Section 5. The Board will work in good faith with the EOG DOGE Team to recommend administrative or policy reforms to promote efficiency and maximize productivity within local government.

Section 6. The Board directs the County Manager and County Staff to be available and support EOG DOGE Team requests and to provide any necessary access and requested information to the EOG DOGE Team.

Section 7. The Board appoints the [County Administrator] to serve as the point of contact for all EOG DOGE Team-related inquiries.

# **Attachment**

**“C”**

## **Response from Clay County Clerk of Court and Comptroller**



**TARA S. GREEN, CLAY COUNTY CLERK OF COURT AND COMPTROLLER**

825 N Orange Ave, PO Box 698, Green Cove Springs, FL 32043 / (904) 269-6302 / [info@clayclerk.com](mailto:info@clayclerk.com) / [clayclerk.com](http://clayclerk.com)

March 20, 2025

Electronically to [howard.wanamker@claycounty.gov](mailto:howard.wanamker@claycounty.gov)  
Howard Wanamaker, County Manager

Electronically to [betsy.condon@claycounty.gov](mailto:betsy.condon@claycounty.gov)  
Betsy Condon, Board of County Commissioners, Chair

Clay County, FL  
Green Cove Springs, FL 32043

Dear County Manager Wanamaker and Chair Condon,

In response to the letter from the EOG DOGE team dated March 18, 2025 with subject: EOG DOGE Efforts & Inquiry Regarding Financial Condition Under Section 218.503, Florida Statutes, the Clay County Clerk of Court and Comptroller is providing the following responses to the letter.

The request was for confirmation as to whether Clay County has encountered any instances of financial emergency or distress, including those listed in section 218.503(1), Florida Statutes. These are our responses:

1. **Failure to pay short-term loans or obligations when due** as a result of lack of funds.

**Response:** To our knowledge, no instances have occurred.

2. **Failure to make debt service payments on bonds, loans, or other debt instruments** when due.

**Response:** To our knowledge, no instances have occurred.

3. **Failure to timely pay uncontested claims from creditors** for more than 90 days due to lack of funds.

**Response:** To our knowledge, no instances have occurred.

4. **Failure to transfer taxes, social security contributions, or retirement plan contributions** as required by law.

**Response:** To our knowledge, no instances have occurred.

5. **An unreserved or total fund balance deficit in the general fund or any major operating fund that persists for two consecutive years.**

**Response:** To our knowledge, no instances have occurred.

If you need any further information, please let us know and we will supply it expeditiously.

Sincerely,

A handwritten signature in black ink, appearing to read "Tara S. Green". The signature is fluid and cursive, with the first name "Tara" being the most prominent part.

Tara S. Green  
Clay County Clerk of Court and Comptroller

**Attachment**  
**“D”**  
**Items 23 - 27**

# **Small Scale Comprehensive Plan Future Land Use Map Amendment & Rezoning:**

COMP 24-0016  
& ZON 24-0019

COMP 24-0017  
& ZON 24-0023

COMP 24-0018  
& ZON 24-0024

COMP 24-0020  
& ZON 24-0026

COMP 25-0003  
ZON 25-0002

**Board of County Commissioners**

March 25, 2025



# Application Information

Agent: Kelly Hartwig (Cypress Management & Design LLC.), Bert Royal

Location: Southwest corner of the intersection at County Rd 226 and County Rd 209 S.

Planning District: **Springs District**

Commission District: **5 Commissioner Burke**

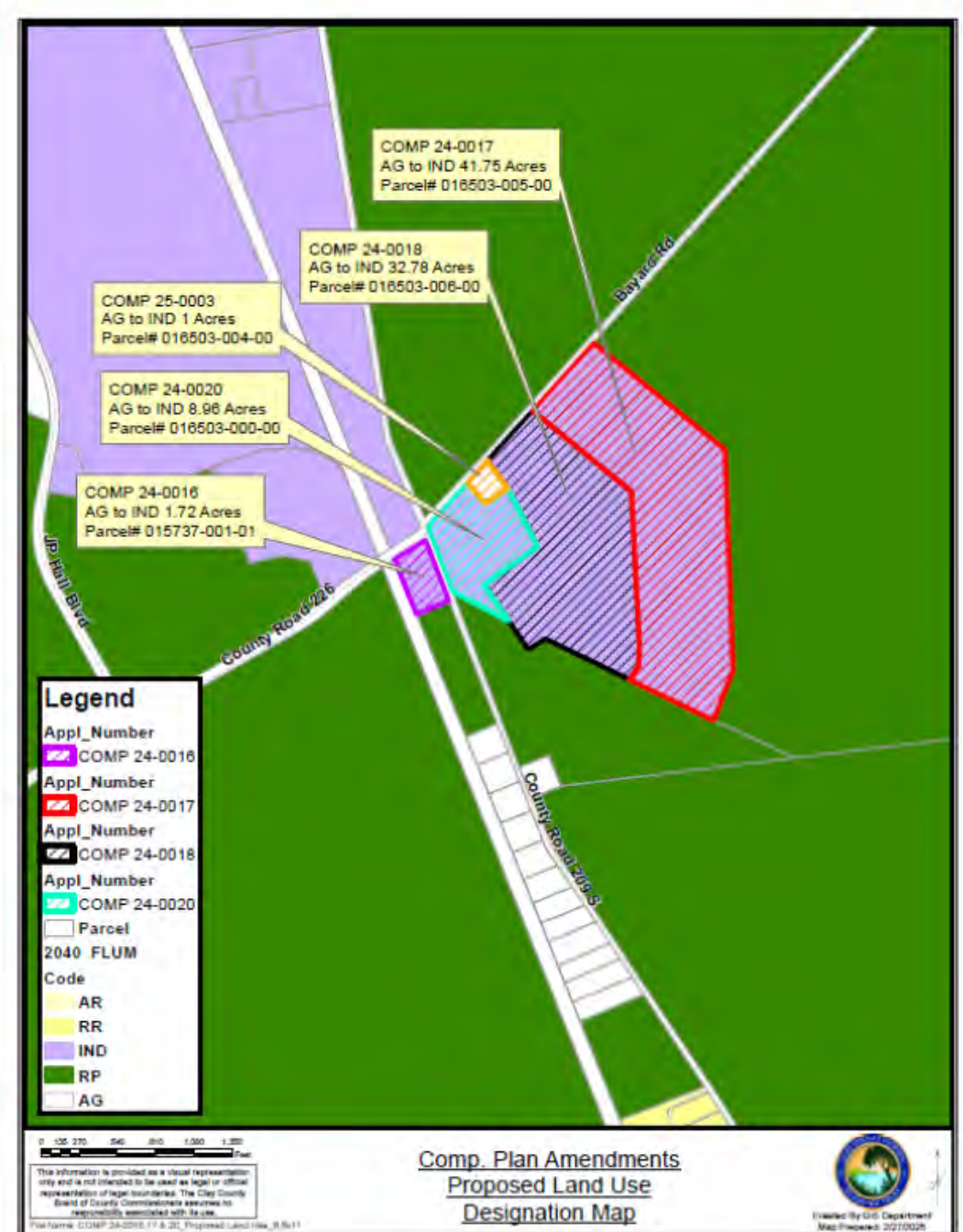
Parcels: 1.72 acre parcel, 32.79 acre parcel, 41.75 acre parcel (heard by the Planning Commission on October 22, 2024) and 8.96 acres and one acre **Total being requested 86.22 acres**

- COMP 24-0016, COMP 24-0020 & COMP 25-0003 would change the Future Land Use (FLU) designation from AG(Agricultural) to IND (Industrial).
- COMP 24-0017 & COMP 24-0018 would change the Future Land Use (FLU) designation from AR(Agricultural/Residential) to IND (Industrial).
- ZON 24-0019, ZON 24-0023 & ZON 24-0024 24-0018, ZON 24-0026 and ZON 25-0002 . would change the zoning from AG (Agricultural) to IB (Heavy Industrial).





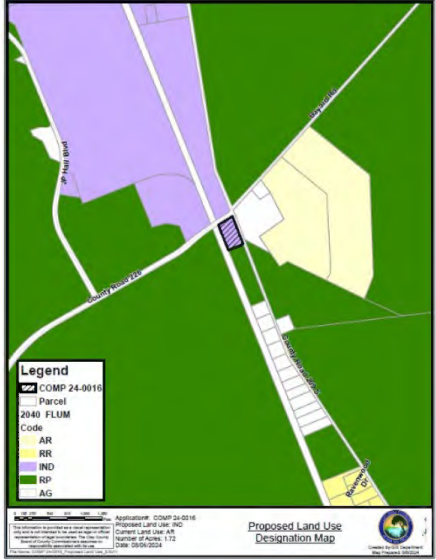
Parcel Map



Comp. Plan Amendments  
Proposed Land Use  
Designation Map



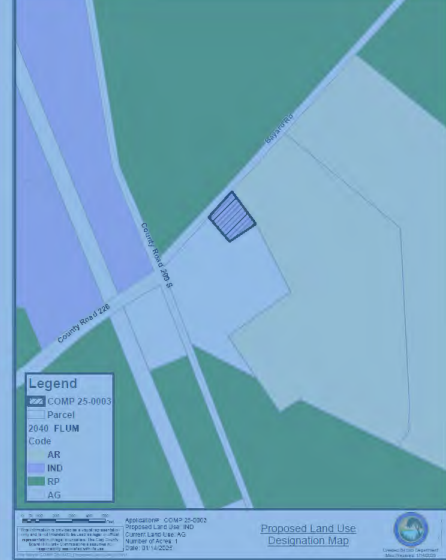
# Comprehensive Plan Amendment Cases



COMP 24-0016  
 ZON 24-0019  
 Changing from AG  
 (Agriculture) to IND  
 (Industrial) 1.72 ac  
**Planning Commission  
 recommended denial  
 6-0**



COMP 24-0020  
 ZON 24-0026  
 Changing from AG  
 (Agriculture) to IND  
 (Industrial) 8.96 ac



COMP 25-0003  
 ZON 25-0002  
 Changing from AG  
 (Agriculture) to IND  
 (Industrial) 1 ac



COMP 24-0018  
 COMP 24-0024  
 Changing from AR  
 (Agriculture/  
 Residential) to IND  
 (Industrial) 32.79 ac

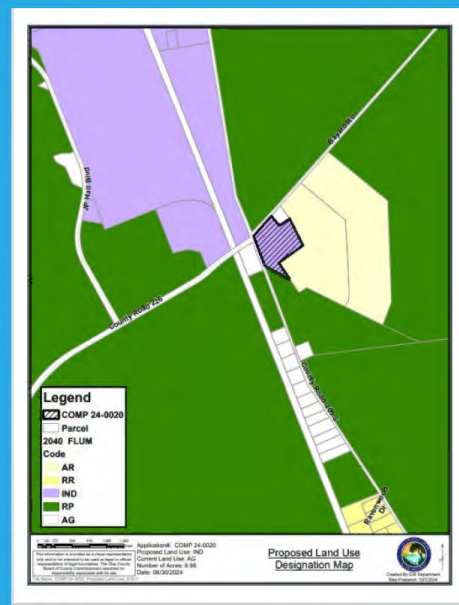


COMP 24-0017  
 COMP 24-0023  
 Changing from AR  
 (Agriculture/Residential)  
 to IND (Industrial) 41.75 ac

# Comprehensive Plan Amendment Cases



COMP 24-0016  
ZON 24-0019  
Changing from AG  
(Agriculture) to IND  
(Industrial) 1.72 ac  
**Planning Commission  
recommended denial  
6-0**



COMP 24-0020  
ZON 24-0026  
Changing from AG  
(Agriculture) to IND  
(Industrial) 8.96 ac  
**Planning Commission  
recommended approval  
4-3**



COMP 25-0003  
ZON 25-0002  
Changing from AG  
(Agriculture) to IND  
(Industrial) 1 ac

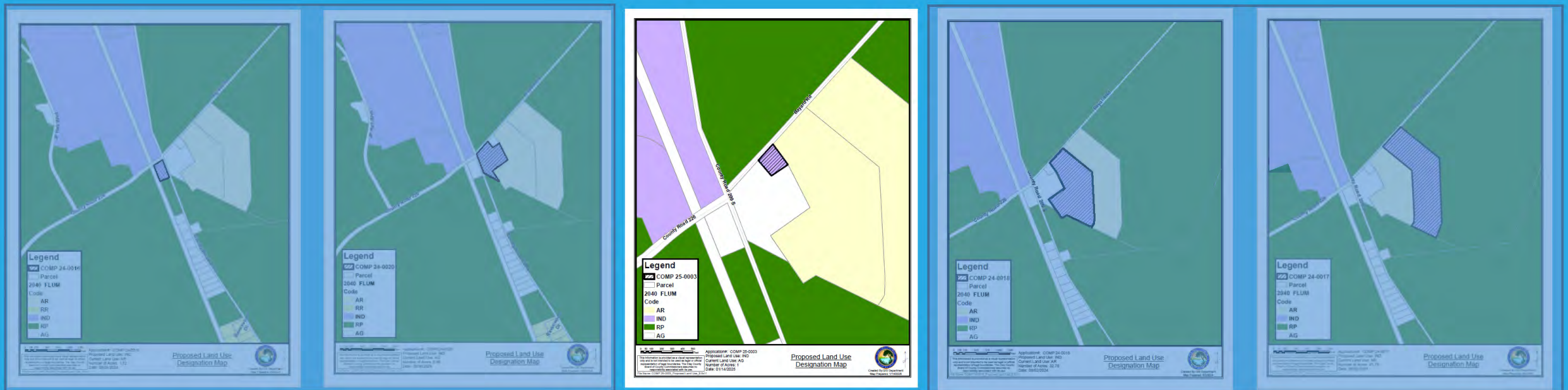


COMP 24-0018  
COMP 24-0024  
Changing from AR  
(Agriculture/  
Residential) to IND  
(Industrial) 32.79 ac



COMP 24-0017  
COMP 24-0023  
Changing from AR  
(Agriculture/Residential)  
to IND (Industrial) 41.75 ac

# Comprehensive Plan Amendment Cases



COMP 24-0016  
ZON 24-0019  
Changing from AG  
(Agriculture) to IND  
(Industrial) 1.72 ac  
**Planning Commission  
recommended denial  
6-0**

COMP 24-0020  
ZON 24-0026  
Changing from AG  
(Agriculture) to IND  
(Industrial) 8.96 ac  
**Planning Commission  
recommended approval  
4-3**

COMP 25-0003  
ZON 25-0002  
Changing from AG  
(Agriculture) to IND  
(Industrial) 1 ac  
**Planning Commission  
recommended approval  
4-3**

COMP 24-0018  
COMP 24-0024  
Changing from AR  
(Agriculture/  
Residential) to IND  
(Industrial) 32.79 ac

COMP 24-0017  
COMP 24-0023  
Changing from AR  
(Agriculture/Residential)  
to IND (Industrial) 41.75 ac



# Comprehensive Plan Amendment Cases



COMP 24-0016  
ZON 24-0019  
Changing from AG  
(Agriculture) to IND  
(Industrial) 1.72 ac  
**Planning Commission  
recommended denial  
6-0**



COMP 24-0020  
ZON 24-0026  
Changing from AG  
(Agriculture) to IND  
(Industrial) 8.96 ac  
**Planning Commission  
recommended approval  
4-3**



COMP 25-0003  
ZON 25-0002  
Changing from AG  
(Agriculture) to IND  
(Industrial) 1 ac  
**Planning Commission  
recommended approval  
4-3**



COMP 24-0018  
COMP 24-0024  
Changing from AR  
(Agriculture/  
Residential) to IND  
(Industrial) 32.79 ac  
**Planning Commission  
recommended denial  
6-0**



COMP 24-0017  
COMP 24-0023  
Changing from AR  
(Agriculture/Residential)  
to IND (Industrial) 41.75 ac

# Comprehensive Plan Amendment Cases



COMP 24-0016

Changing from AG  
(Agriculture) to IND  
(Industrial) 1.72 ac  
**Planning Commission  
recommended denial  
6-0**



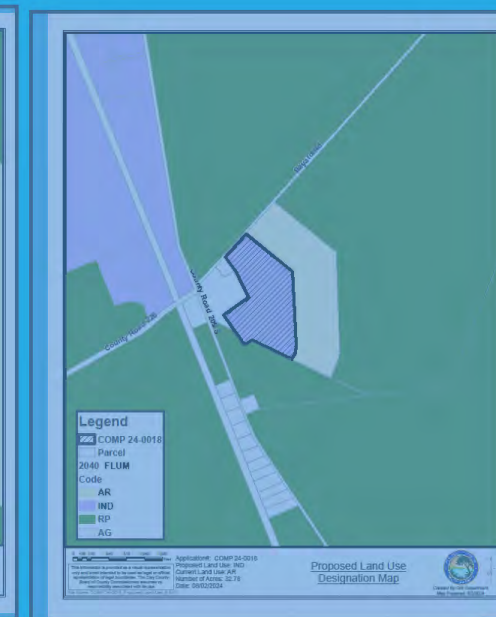
COMP 24-0020

Changing from AG  
(Agriculture) to IND  
(Industrial) 8.96 ac  
**Planning Commission  
recommended approval  
4-3**



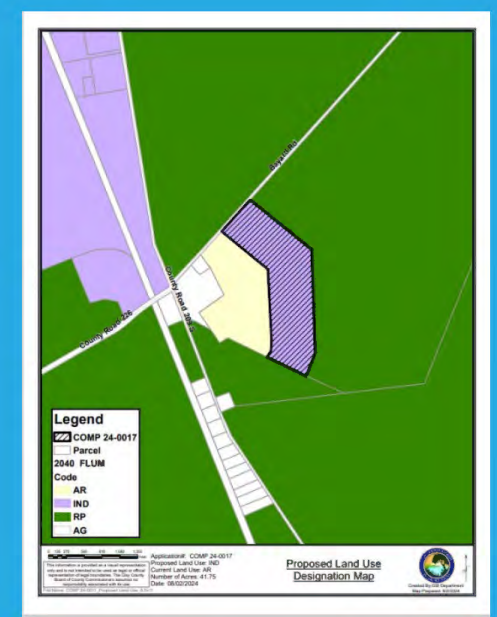
COMP 25-0003

Changing from AG  
(Agriculture) to IND  
(Industrial) 1 ac  
**Planning Commission  
recommended approval  
4-3**



COMP 24-0018

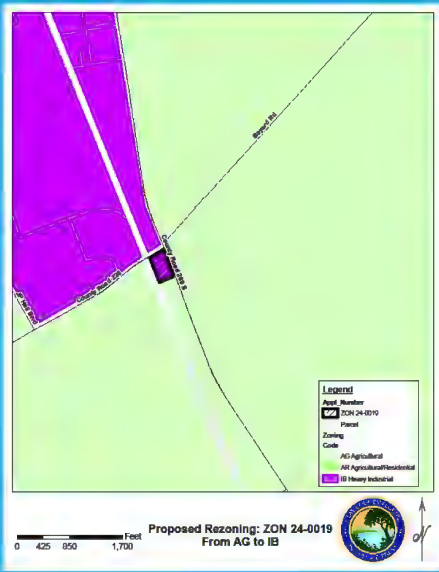
Changing from AR  
(Agriculture/  
Residential) to IND  
(Industrial) 32.79 ac  
**Planning Commission  
recommended denial  
6-0**



COMP 24-0017

Changing from AR  
(Agriculture/Residential)  
to IND (Industrial) 41.75 ac  
**Planning Commission  
recommended denial  
6-0**

# Zoning Atlas Amendments



ZON 24-0019  
Changing from AG  
(Agriculture) to IB  
(Heavy Industrial)  
1.72 ac, CAC  
recommended  
**Approval 4-0**,  
Planning Commission  
recommended  
**Denial 6-0**



ZON 24-0026  
Changing from AG  
(Agriculture) to IB  
(Heavy Industrial) 8.96  
ac, CAC recommended  
**Approval 5-0**,  
Planning Commission  
recommended  
**Approval 4-3**



ZON 25-0002  
Changing from AG  
(Agriculture) to IB (Heavy  
Industrial) 1.0 ac, CAC  
recommended  
**Approval 5-0**,  
Planning Commission  
recommended **Approval**  
**4-3**



ZON 24-0024  
Changing from AG  
(Agriculture) to IB  
(Heavy Industrial)  
32.78 ac, CAC  
recommended  
**Approval 4-0**,  
Planning  
Commission  
recommended  
**Denial 6-0**



ZON 24-0023  
Changing from AG  
(Agriculture) to IB  
(Heavy Industrial)  
41.75 ac, CAC  
recommended  
**Approval 4-0**,  
Planning  
Commission  
recommended  
**Denial 6-0**



# Zoning Atlas Amendments

ZON 24-0019

Changing from AG  
(Agriculture) to IB  
(Heavy Industrial)

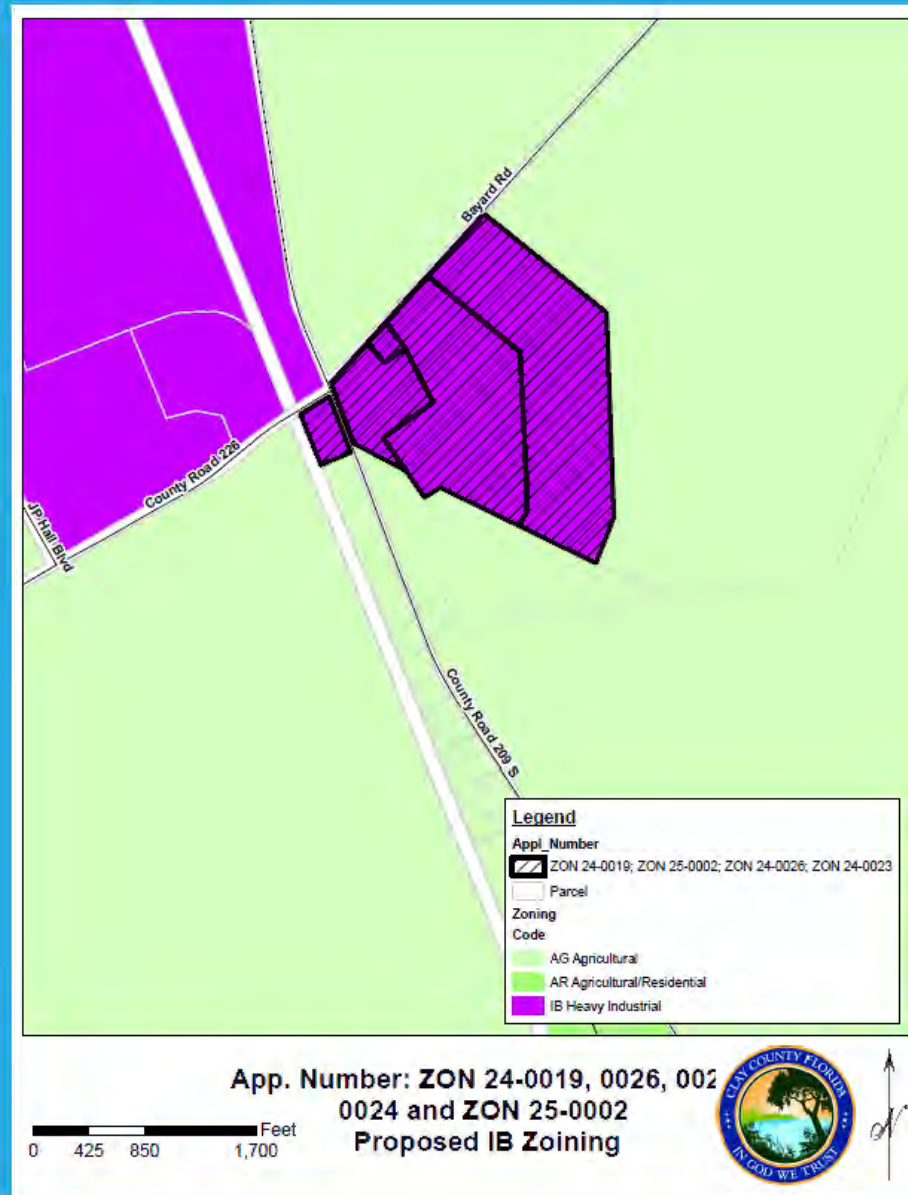
1.72 ac, CAC  
recommended

**Approval 4-0,**  
Planning Commission  
recommended  
**Denial 6-0**

ZON 24-0026

Changing from AG  
(Agriculture) to IB  
(Heavy Industrial) 8.96  
ac, CAC recommended

**Approval 5-0,**  
Planning Commission  
recommended  
**Approval 4-3**



ZON 25-0002

Changing from AG  
(Agriculture) to IB (Heavy  
Industrial) 1.0 ac, CAC  
recommended

**Approval 5-0,**  
Planning Commission  
recommended **Approval  
4-3**

ZON 24-0024

Changing from AG  
(Agriculture) to IB  
(Heavy Industrial)

32.78 ac, CAC  
recommended

**Approval 4-0,**  
Planning  
Commission  
recommended  
**Denial 6-0**

ZON 24-0023

Changing from AG  
(Agriculture) to IB  
(Heavy Industrial)  
41.75 ac, CAC  
recommended

**Approval 4-0,**  
Planning  
Commission  
recommended  
**Denial 6-0**

## Zoning changes proposed for 86.22+ acres

Allows for uses typically identified with industrial lands

Buffer requirements for lands adjacent to agriculture or passive recreation shall be a 30/C buffer which requires a six foot masonry wall and a row of evergreen trees which are at least 10' tall at time of planting.

Residential Uses are only permitted as a conditional use, and must serve only the owner, operator or security employee of the principal use. The Applicant is willing to put the condition of "No Residential Uses" in a Development Agreement.



# PUBLIC NOTIFICATION – 350’ BUFFER



016503-005-00	LEMEN WILLIAM T III TRUSTEE &
016503-006-00	LEMEN WILLIAM T III TRUSTEE &
016503-002-00	St.Johns River Water Managemen
016503-001-00	St.Johns River Water Managemen
015737-001-03	St.Johns River Water Managemen
016510-001-00	St.Johns River Water Managemen



## Project Description

No site specific development is proposed at this time.

## Recommendations

- COMP 24-0016

- & ZON 24-0019

Based on the staff report findings, Staff has determined that the criteria for the rezoning have been met and recommends **approval**.

- COMP 24-0018

- & ZON 24-0023

Based on the staff report findings, Staff has determined that the criteria for the rezoning have been met and recommends **approval**.

- COMP 24-0017

- & ZON 24-0024

Based on the staff report findings, Staff has determined that the criteria for the rezoning have been met and recommends **approval**.

## Project Description

No site specific development is proposed at this time.

## Recommendations

- COMP 24-0020

- & ZON 24-0026

Based on the staff report findings, Staff has determined that the criteria for the rezoning have been met and recommends **approval**.

- COMP 25-0003

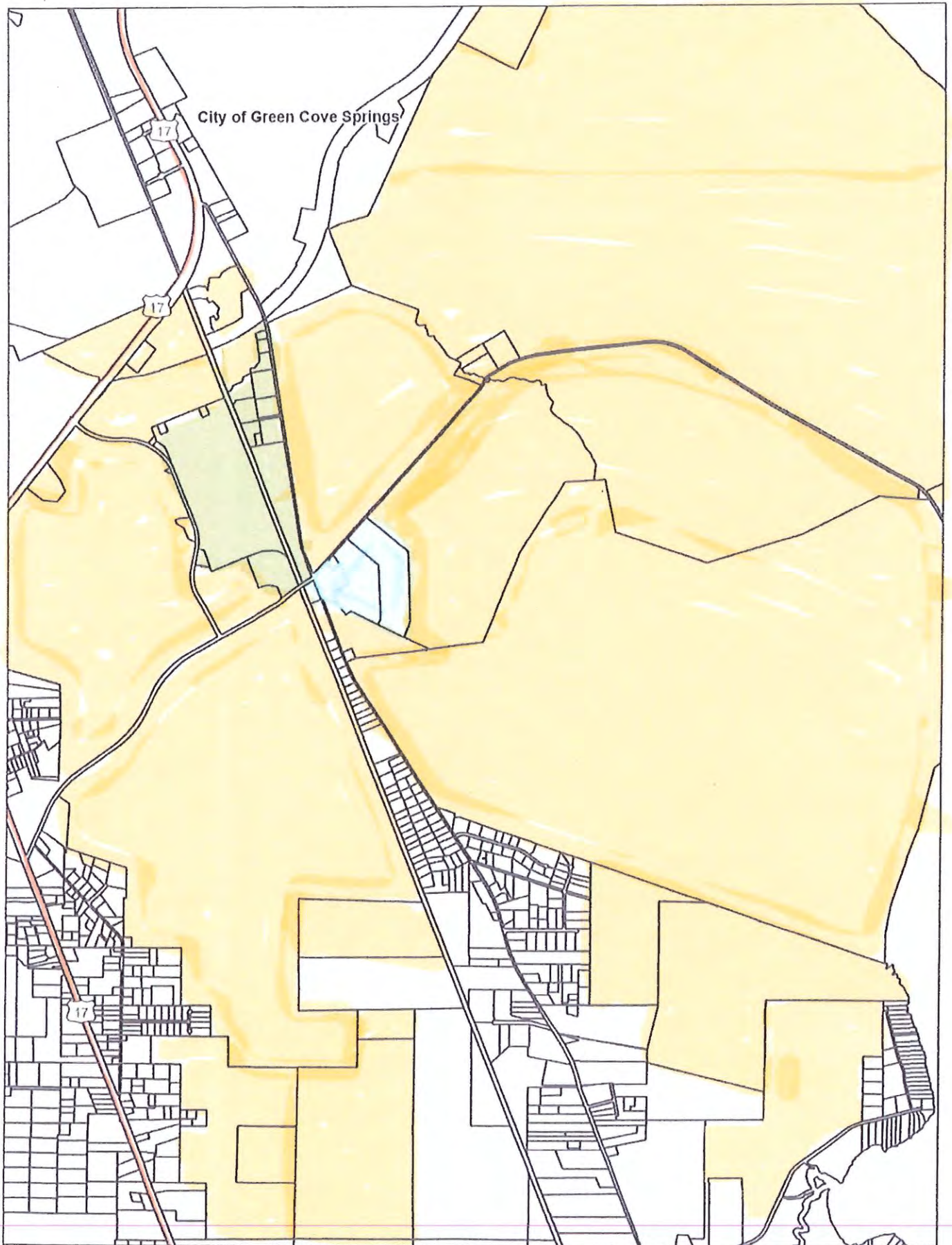
- & ZON 25-0002

Based on the staff report findings, Staff has determined that the criteria for the rezoning have been met and recommends **approval**.

Once again the Springs CAC heard all applications and recommended approval unanimously.

**Attachment**  
**“E”**  
**Applicant Info for**  
**Items 23 - 27**





1. This is a perfect place for a 75 acre industrial park
2. Residents on 209 will NEVER be slowed down by a vehicle from the park except maybe just before getting to US 17.
3. No car, truck (pick-up or semi) will ever need to go down CR209 when leaving the site. No resident will ever have to pass or be passed by one of these vehicles. In Green Cove Springs we have dealt with trash trucks and garbage trucks on CR 315 and CR 15-a for years and it has been the entire county's refuse. By and large without complaint. I understand no one wants industrial property near them but this is not near them. This impacts a small portion of their commute. Nothing like County Road 209 north.
4. The only cars or trucks going to this site that will impact traffic on 209 will be residents that may be employed by the many jobs being offered at the site, but no one else.
5. No new house will ever be constructed that will be impacted by this project. The project is surrounded by 12000 acres that will never be developed! (Can't hardly say that about any other piece of property in the county).
6. Peters Creek Industrial Park, Governors Park Industrial Parks and further development on 15-a will significantly impact traffic both on SR 16 (2 lane road) 315 (2 lane road) and 15-a (2 lane road) and they are well sited in their locations. But not as good as this one. This development is over 3 miles from Williams Park Road. A 3 mile radius from Peters Creek Industrial Park takes in all of Saratoga Springs, half of Governors Park and 4 existing schools. A 3 mile radius of Governors Park takes in all of Governors Park, The Rookery and 3 existing schools and 2 to be developed.
7. NO traffic from this development will EVER go through a school zone before it reaches any of several major arteries.
8. At best there will be a stop sign at the intersection of 209 and CR 226. There will be no through traffic created by the development, the traffic from this developments only intersection might be CR 226 and JP Hall Industrial Parkway

9. There is already 300 acres of industrially zoned property adjacent to this site, which was well conceived when it was originally done and remains a solid park with new growth underway.
10. A park was mentioned at the planning and zoning meeting for the property. There is 12,000 acres of accessible park land that surrounds this 75 acres. The impact of this small piece of land compared to the greenway that has now been provided .0067 is negligible. Where can you put it with so little impact.
11. Any drainage issues will be addressed by proper permitting so that the runoff goes where it is supposed to go and approved by St Johns Water Management District

**Attachment**  
**“F”**  
**COMP-25-0001**  
**ZON-24-0036**



# Small Scale Comprehensive Plan Future Land Use Map

Amendment:

COMP 25-0001

Rezoning Application:

ZON 24-0036

Board of County Commissioners  
March 25, 2025





## Application Information

Applicant: Natividad Santos  
Location: Blanding Blvd/State Road 21- Middleburg  
Planning District: Middleburg-Clay Hill  
Commission District: 4 Commissioner Condon  
Parcels: 35-05-24-006699-944-00

- COMP 25-0001 would change the Future Land Use designation of one parcel from Commercial(COM) to Rural Residential (RR)
- A companion Rezoning application (ZON 24-0036) requests a change from BSC (Shopping Center District) to AR (Agricultural/Residential)



## BACKGROUND

A 7.87 acre parcel with Commercial Land Use and BSC zoning

The land use amendment would change the 7.87 ac. tract from COM to RR.

The zoning map amendment would change the tract from BSC to AR.

The parcel has approx. 530 feet of frontage on Hwy. 17 Blanding Blvd.

The property to the north has a future land use designation of Commercial with AR zoning and is currently vacant. The owner of the northern parcel has come in for a pre-application conference to change the land use consistent with this amendment.

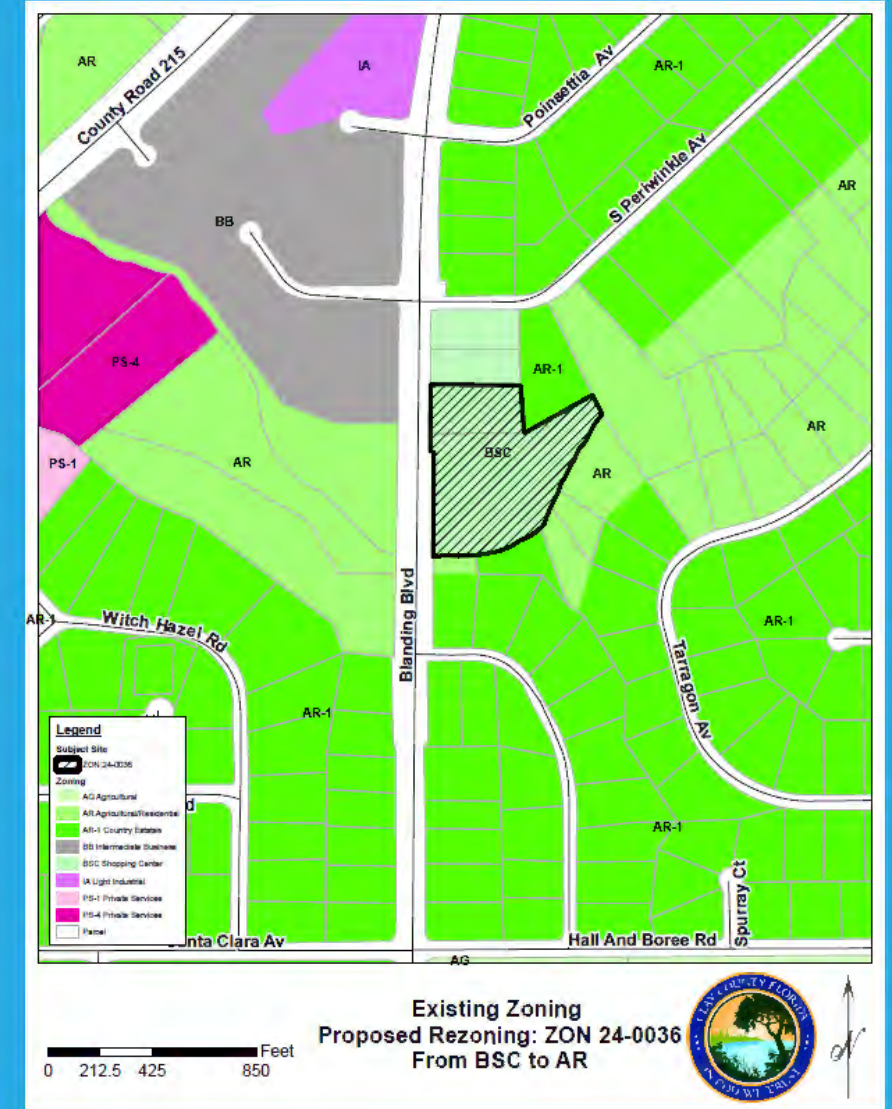
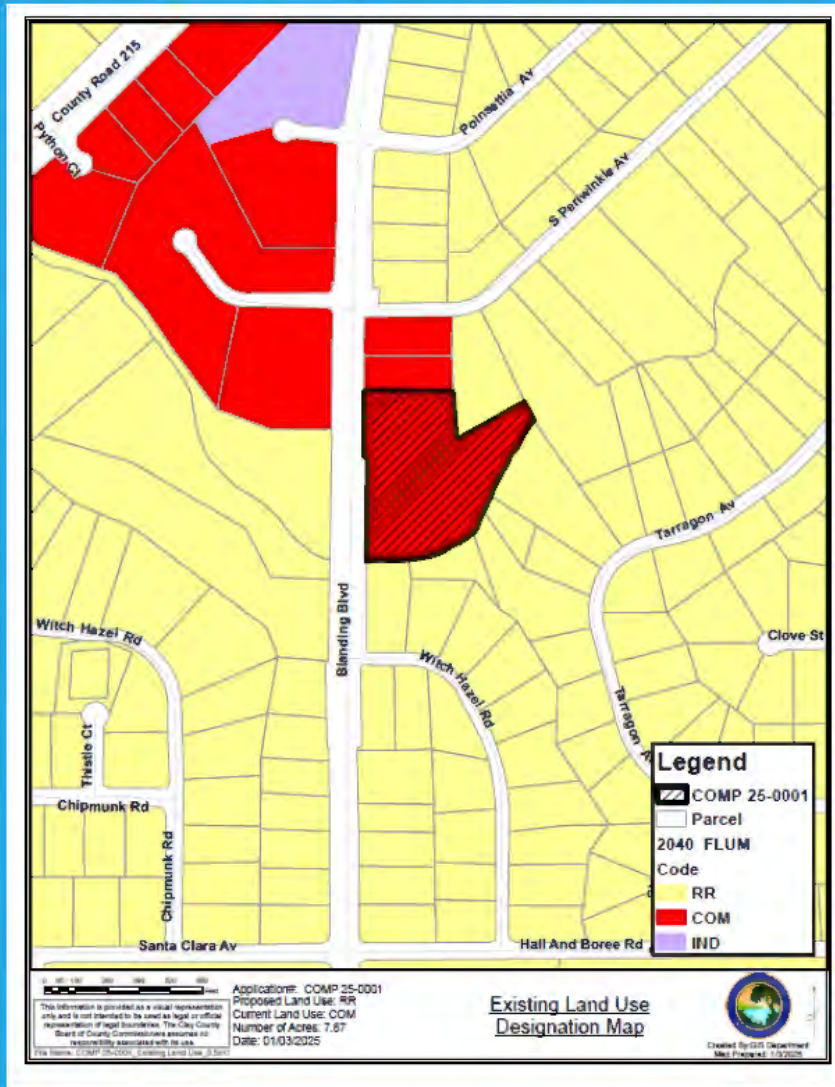
South is property zoned AR with RR Future Land Use.

West across Blanding Blvd is RR and undeveloped property with Commercial future land use to the north west.

East of the subject parcel is land that is designated RR on the future land use map and is zoned AR and AR-1 with residential development.

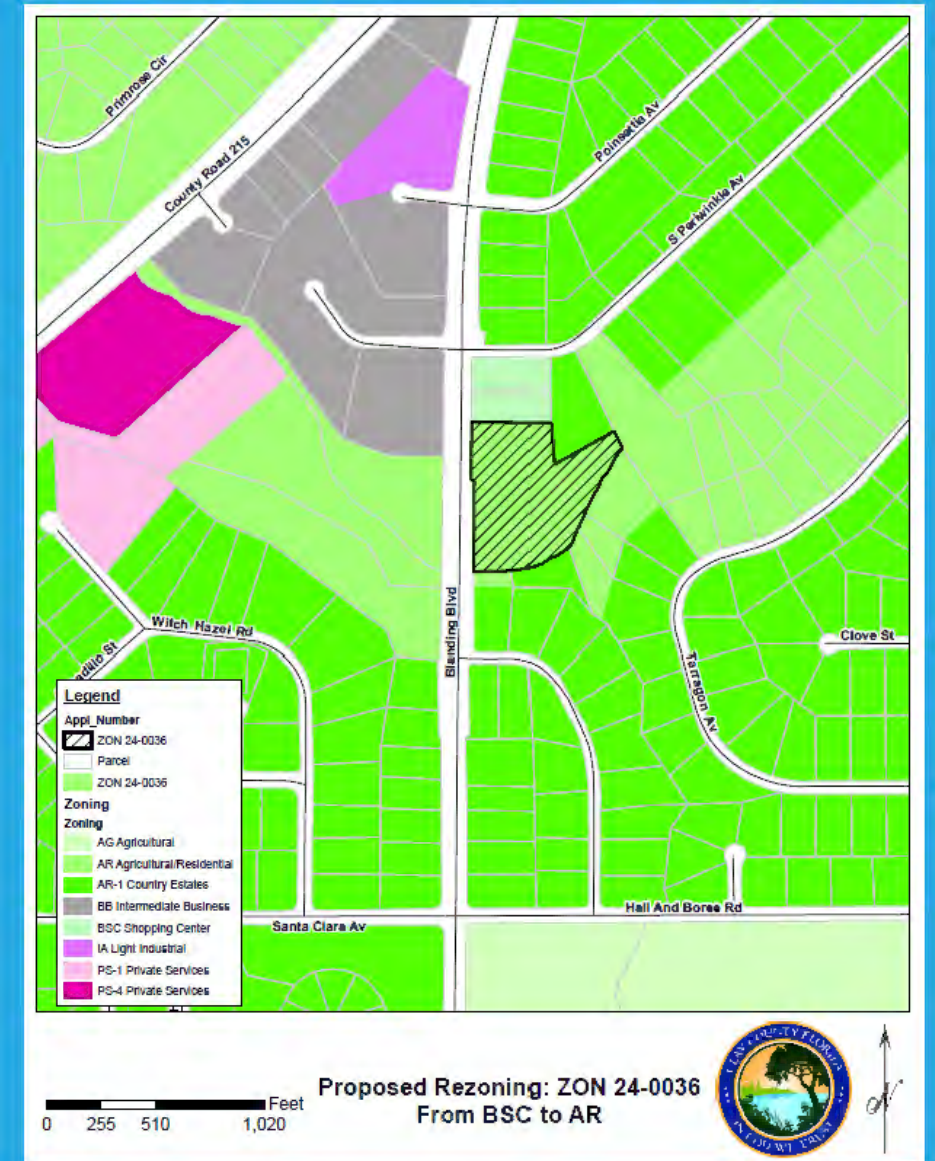
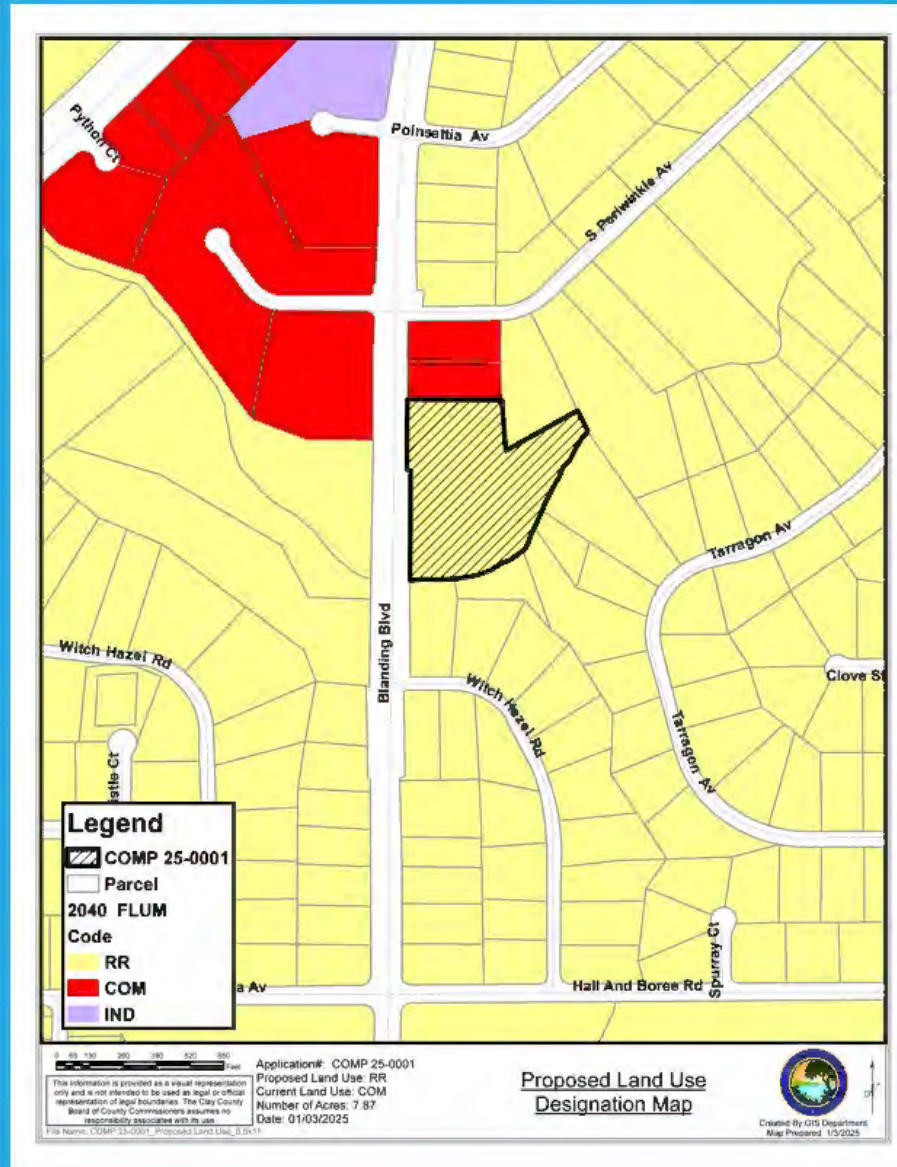
The proposed land use amendment and companion zoning change are being requested to facilitate the development of a single family residence.

# LAND USE & ZONING EXISTING





# LAND USE & ZONING PROPOSED



## Recommendations

The Middleburg / Clay Hill CAC met on February 18, 2025 to hear the items and made a recommendation of **Approval** for both items 7-0.

### COMP 25-0001:

Staff finds that the application is consistent with the Comprehensive Plan have been met and recommends **Approval** of COMP 25-0002.

### ZON 24-0036:

Staff finds that the application is consistent with the intent of the Land Development Code and therefore recommends **Approval** of ZON 24-0036.

The Planning Commission heard both items at their public hearing on March 4, 2025 and provided a recommendation of **Approval**. 7-0

**Attachment**  
**“G”**  
**COMP-24-0019**

# Evaluation and Appraisal Report (EAR) Amendment: COMP 24-0019

Board of County Commissioners  
March 25, 2025





# Comprehensive Plan Update Process

The State of Florida requires all local governments to evaluate and update their Comprehensive Plans every 7 years. This process, known as the Evaluation and Appraisal Report (EAR), requires 2 public hearings.

The first hearing was held on Sept. 16, 2024 and the EAR Amendment was then transmitted to the State for review.

The State issued its Objections, Recommendations and Comments (ORC) Report on November 15, 2024 and identified one objection.

The County has 180 days from November 15, 2024 (May 14, 2025) to either adopt, adopt with changes, or not adopt the proposed amendments. If approved, a copy of this amendment will be sent to the State within the required 10 days for its records.

# ORC Report - Background

In 2023, the State legislature passed House Bill 1379 related to pollutant load reduction and septic systems.

On June 11, 2024, the Board adopted 2 policies:

## CIE Policy 1.4.7

Requires the CIE to include a list of projects to achieve pollutant load reductions to meet the Total Max. Daily Load in the Lower St Johns River Basin Mgmt. Action Plan. If the current TMDL is being met, no projects shall be listed.

## CFE Policy 1.4.8

Requires a feasibility assessment of providing sanitary sewer services (for certain development circumstances) by July 1, 2024.

# ORC Report

The State (Florida Department of Environmental Protection) made mention of the requirement to include a list of projects necessary to achieve the pollutant load reductions in the BMAP.

## Response from the FDEP's consultants:

“The county is currently meeting its nutrient reduction obligations 100% and, therefore, additional projects are not required at this time.”

# ORC Report

FDEP raised one objection – that the requirement to submit a feasibility analysis was not met.

## Recommendation:

The County must address the requirement within the adopted CFE. The County should coordinate with FDEP and revise the amendment to include information required by Section 163.3177(6)(c) F.S. in the CFE along with any necessary improvements for the short term and long term as needed in the CIE.

## Response from the FDEP:

“The inclusion or adoption by reference of the analysis within the County’s general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element would satisfy the statutory requirement and adequately address our technical assistance comment on 24-03ER.”

# Changes Not Previously Viewed

The following changes were not included in the Transmittal amendments brought before the Board in September 2024:

- |  |   |
|--|---|
| ❖ Public Schools Element (Tables 1 and 2)        | Student Capacity FY 2024/25 to 2032/33  |
| ❖ Public Schools Element (Maps 1 and 2)          | Current and Proposed School Locations   |
| ❖ Transportation Element (Map 6)                 | Ports, Aviation and Rail Facilities Map |
| ❖ Capital Improvements Element (Tables 1 and 2)  | (Already approved by the Board)         |
| ❖ Capital Improvements Element (Tables 3 thru 6) | School District EFP data                |
| ❖ CFE Policy 1.4.8                               | Removed reference to 2024 deadline      |

# Changes not covered by this Amendment

- The textual changes proposed in this EAR Amendment do not affect any individual property.
- Likewise, the Future Land Use Map update will not change the future land use designation or increase the density of any property.
- The proposed map updates will change the date of all maps in order to be consistent with the new planning horizon of 2045 as required by State Statute.

# Recommendation

COMP 24-0019:

Staff recommends Adoption of COMP 24-0019.

# Comprehensive Plan Review

Staff have reviewed the current 2040 Comprehensive Plan and identified needed updates. These changes fall into two categories:

## **1. STATUTORY-BASED CHANGES**

Updates required due to changes in state law which have taken place since the last EAR update was done in 2017.

## **2. LOCAL NEED-BASED CHANGES**

Updates required in order to keep the Comprehensive Plan consistent with the Land Development Code and to reflect any changes needed to address local issues.



Year	Statutory Change	F.S. Section
2021	<b>Building Design Elements</b> Building design elements may not be applied to a single-family or two-family dwelling unless "the dwelling is located in a planned unit development [...] approved by the local governing body before July 1, 2023.	163.3202
2022	<b>Floating Solar Facilities</b> Requires a floating solar facility to be a permitted use in the appropriate land use categories. Requires land development regulations to promote expanded uses of floating solar facilities.	163.32051
2023	<b>Electrical Substations</b> New and existing electrical substations must be permitted in all land use categories and no size limitations can be enforced.	163.3177(5)(a)
2023	<b>New Planning Horizon</b> Requires the comprehensive plan to include two planning periods; one covering at least the first 10-year period occurring after the plan's adoption and one covering at least a 20-year period.	163.3177(5)(a)

# Population Projections for Clay County

## Total Population (including municipalities)

Year	Middleburg/ Clay Hill	Doctors Inlet/ Ridgewood	Gateway	Fleming Island	Springs	Penney Farms/ Lake Asbury	Keystone Heights	Total
2015	19,304	81,331	25,173	27,926	14,682	15,365	17,724	201,505
2020	18,325	85,998	24,716	27,960	17,440	26,166	17,639	218,245
2025	17,625	92,037	24,641	28,430	20,489	37,450	17,828	238,500
2030	16,601	96,427	24,116	28,384	23,178	48,101	17,693	254,500
2035	17,456	99,904	25,217	28,379	25,027	53,616	18,300	267,900
2040	18,025	101,724	25,903	27,895	26,470	58,278	18,604	276,900
2045	18,483	102,941	26,432	27,258	27,743	62,546	18,798	284,200

Sources: BEBR, Florida Population Studies, Vol. 57, Bulletin 198, January 2024 and the 2045 Northeast Regional Planning Model from the North Florida TPO. Municipality Estimates and projections by Shimberg Center for Housing Studies, based on 2010 and 2020 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida.

# Population Projections for Clay County

## Total Population (unincorporated county only)

Year	Middleburg/ Clay Hill	Doctors Inlet/ Ridgewood	Gateway *	Fleming Island	Springs*	Penney Farms/ Lake Asbury*	Keystone Heights*	Total
2015	19,304	81,331	16,537	27,926	6,518	14,591	16,344	182,551
2020	18,325	85,998	15,627	27,960	7,654	25,345	16,193	197,103
2025	17,625	92,037	15,308	28,430	9,392	36,595	16,350	215,737
2030	16,601	96,427	14,556	28,384	10,729	47,218	16,186	230,101
2035	17,456	99,904	15,534	28,379	11,386	52,716	16,780	242,156
2040	18,025	101,724	16,202	27,895	11,826	57,369	17,083	250,125
2045	18,483	102,941	16,725	27,258	12,214	61,629	17,279	256,528

Sources: BEBR, Florida Population Studies, Vol. 57, Bulletin 198, January 2024 and the 2045 Northeast Regional Planning Model from the North Florida TPO. Municipality Estimates and projections by Shimberg Center for Housing Studies, based on 2010 and 2020 U.S. Census data and population projections by the Bureau of Economic and Business Research, University of Florida.

# Local Need-Based Changes

There are 2 types of local need-based changes.

Procedural changes which fall into the following general categories:

- Maps
- Reference citations
- Level of service standards
- Outdated requirements or dates
- Name or spelling errors
- Table footnotes

**Table 7 - FDOT and TPO 5-Year Transportation Improvement Program**

Facility	Project	Phase	Segment	2024-25	2025-26	2026-27	2027-28	2028-29
S.R. 21	Intersection Improvement	Multiple	S. of Wells Road to Duval County Line	\$11,097,585				

*Source: North Florida TPO, Transportation Improvement Program, FY 2025-2029, Adopted 6-13-2024*

# Local Need-Based Changes

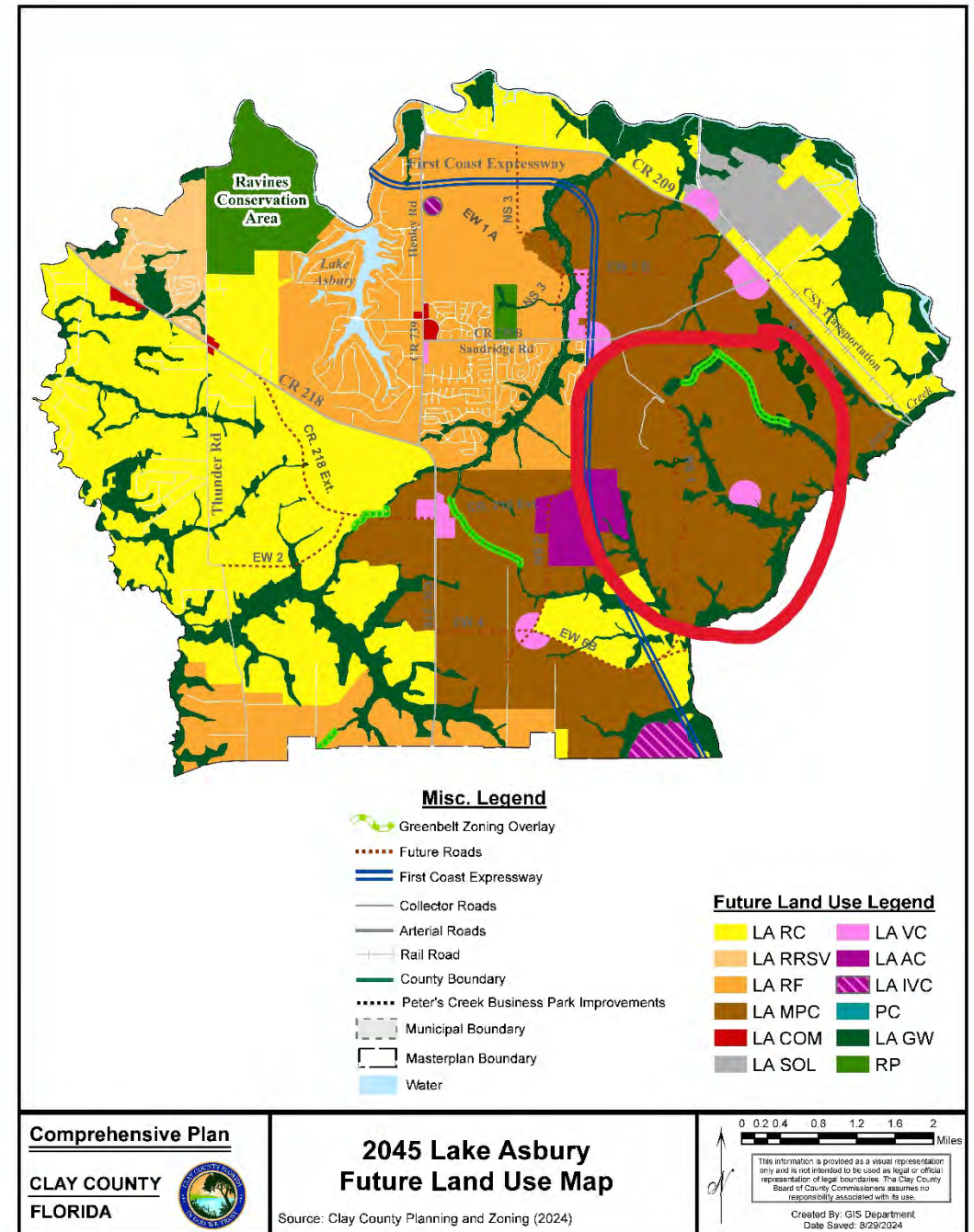
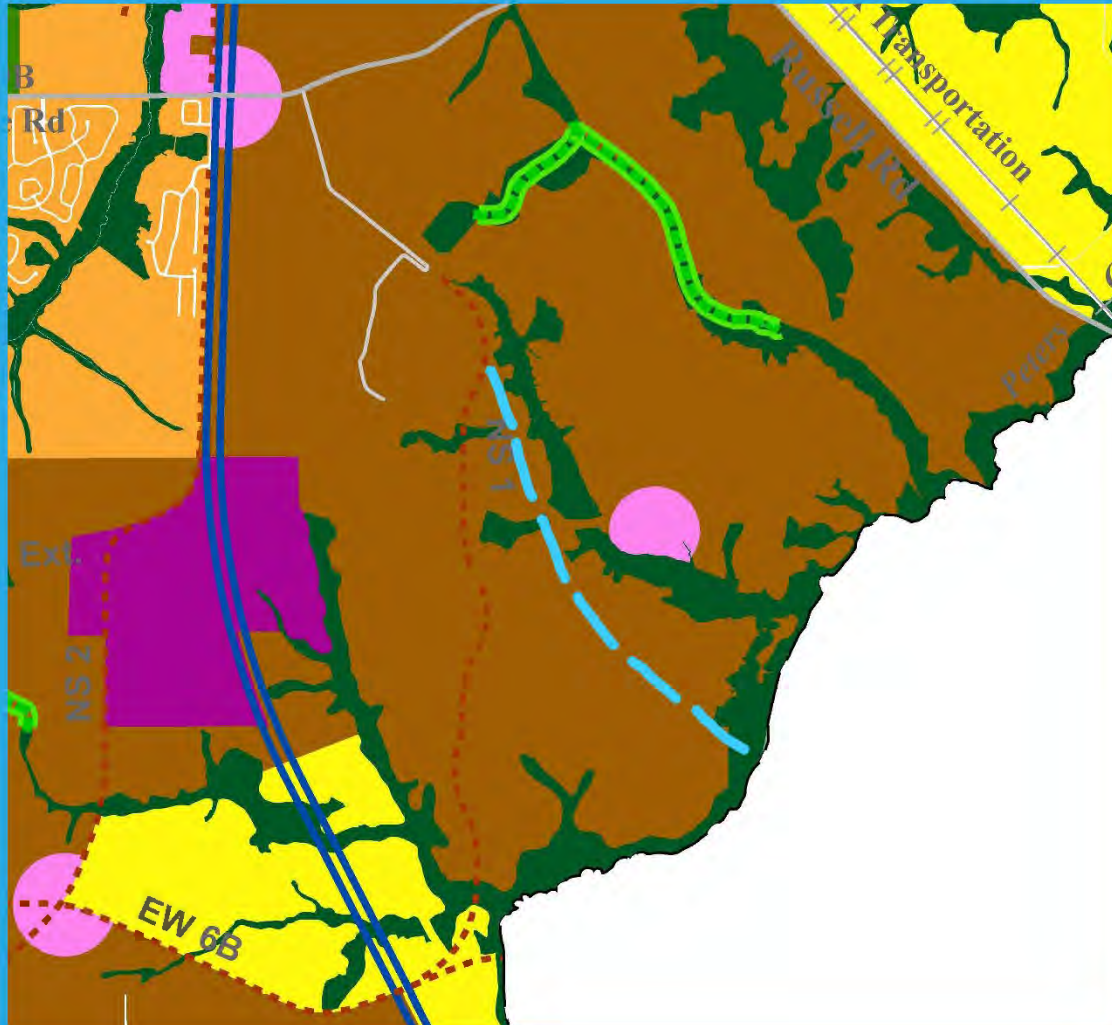
Other changes that are more substantive in nature. The purpose of which include:

- Correction of issues that have arisen based on omissions
- Correction of conflicts with other portions of the comprehensive plan
- Changes made to provide greater clarity of intent, purpose or measurement

## Other Areas of Change

Clarified that up to 20 lots may access a single access easement only for "existing" easements.	Added Rural Fringe and Urban Fringe to be consistent with the FLU table
Changed measurement of distance to nearest service from radius measurement to sidewalk or driving distance	Amended policy to provide monitoring for fiscal responsibility
Created a Business Park category	Added “gross” to density in BF-AC and BF-CC to be consistent with other BF FLU categories
Corrected a confusing reference to multiple development types.	created policy to address LA-COM land use category
Changed term to “priority review” for consistency	Standardized reference to Village Center and Interchange Village Center



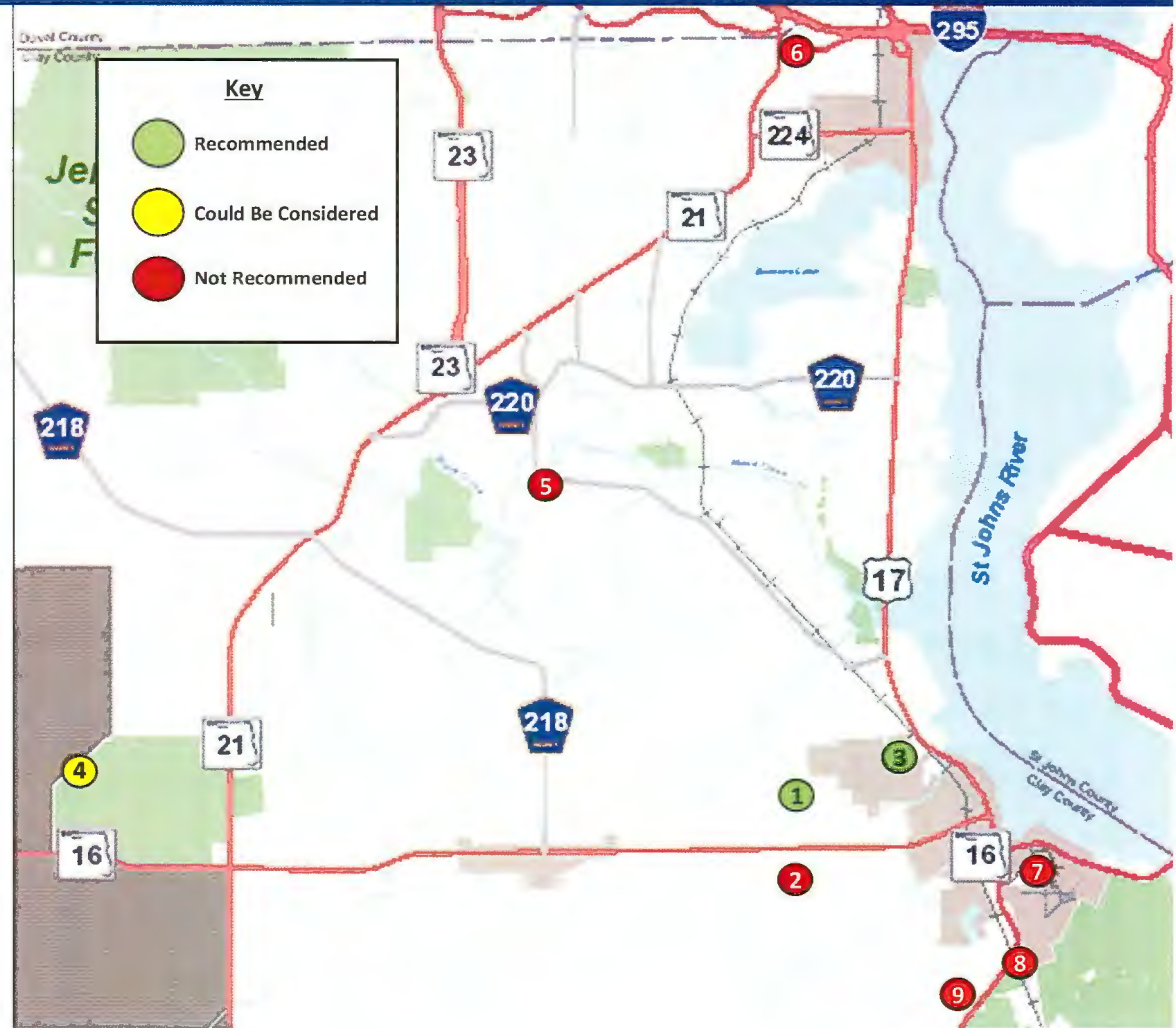




# **Attachment “H” Safety Complex Information**

# Potential Public Safety Complex Sites

- 1 Peter's Creek Industrial Park (~50 acres)  
Recommended – Meets Requirements
- 2 Fairgrounds (County ~80/Fair Assoc. ~57 - ~137 acres total)  
Not recommended due to Timeline
- 3 CR 315 Facilities/Park & Rec (~22 acres)  
Recommended – Meets Most Requirements
- 4 Outdoor Adventure Park (~110 acres)  
Could be considered – Limited Infrastructure
- 5 Fortress - Henley & Russel Rd (~19 acres)  
Not recommended due to Size
- 6 Repurposed Commercial (Former Sears - ~18 acres)  
Not recommended due to Location
- 7 Reynolds Park (TBD acres)  
Not recommended due to Timeline
- 8 Fortress – Hwy 17/CR 209 S (~32 acres)  
Not recommended due to Site Features
- 9 CR 15A/HWY 17 S (~44 acres)  
Not recommended due to Location





Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, April 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	3/26/2025 - 12:00 PM	Item Pushed to Agenda



Agenda Item  
Clay County Board of County Commissioners

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

TO: Board of County Commissioners

DATE:

FROM: Administrative and Contractual  
Services

**SUBJECT:**

Approval of the State Highway Lighting Maintenance and Compensation Agreement No. 2020/2021-219, Work Order No. 4, for FDOT FY 25/26 in the amount of \$244,218.78. This is in regard to the Master Agreement which provides compensation to the County for providing state highway street light maintenance within the County.

**Funding Source (Revenue):**

Transportation Trust Fund - St Grant - Other Transportation

**AGENDA ITEM TYPE:**

---

**BACKGROUND INFORMATION:**

Prior to the beginning of each FDOT fiscal year (i.e., prior to July 1), the County shall submit an amended Exhibit A or a Certification of No Change to FDOT which established the amount and percentage of lighting to be paid for the coming fiscal year. FDOT issues a Work Order confirming amount which requires approval by the County. The County receives one single payment per fiscal year for this service. This partnership has been in existence since 2003. Per the agreement, the unit rate for each light increases by 3% each fiscal year, this year being \$347.89 per unit, 702 units for a total of \$244,218.78 (further described in Exhibit A). FY 23/24 = 684 units.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted

(Yes/No/N/A):

**Yes**

**Funding Source (Revenue):**

Transportation Trust Fund - St Grant - Other Transportation

Sole Source (Yes/No):

**No**

Advanced Payment

(Yes/No):

**No**

Planning Requirements:

Public Hearing Required (Yes/No):

**No**

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description	Type	Upload Date	File Name
Contracts_FDOT ▢ Highway Lighting Agreement	Agreement/Contract	4/2/2025	ASO77_Highway_Lighting_Work_Order_and_Exhibit_A_2025-2026.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	4/2/2025 - 4:40 PM	Item Pushed to Agenda

**STATE HIGHWAY LIGHTING MAINTENANCE, AND COMPENSATION AGREEMENT WORK ORDER**

**Contract Number:** ASO77  
**Maintaining Agency:** Clay County  
**Financial Project No:** 414416-1-78-01  
**Fiscal Year:** 2025-2026

**1.0 PURPOSE**

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year **25/26** for the maintenance of highway lighting on the State Highway System as prescribed in the original agreement executed on July 30, 2021.

**2.0 COMPENSATION AND PAY PROCESSING**

For the satisfactory completion of all services detailed in the original agreement for the fiscal year beginning July 1, 2025, and ending June 30, 2026, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of **\$244,218.78**. The basis of compensation is as described in Exhibit A.

The MAINTAINING AGENCY shall invoice the DEPARTMENT for services rendered at the end of the fiscal year in a format acceptable to the DEPARTMENT.

**3.0 AUTHORIZATION**

This Work Order for **Clay County** will not be considered as authorized unless it is signed and returned by the MAINTAINING AGENCY to the DEPARTMENT, whereby the DEPARTMENT'S final signature is required to fully authorize compensation for services beginning July 1, 2025 and ending June 30, 2026.

**MAINTAINING AGENCY**

BY: (signature) \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Betsy Condon

Printed Title: Chairman

ATTEST:

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

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

BY: (signature) \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Jennifer Curls

Printed Title: District Two Maintenance Contracts Administrator

## EXHIBIT A

### STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

For Fiscal Year 2025-2026

#### 1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

#### 2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic forms are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**.

#### 3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

Type of Light	# of lights	LED or HPS	Unit rate	Total
High Mast				0.00
Standard	702	LED/HPS	347.89	244,218.78
Underdeck				0.00
Sign				0.00



# Florida Department of Transportation Highway Lighting Maintenance and Compensation Agreement Inventory

**ASO77**

**Clay County  
Engineering Director Richard Smith 904-541-5287**

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	LED or HPS
SR 21	Clay	CR 218	Brannan Field Rd	163	Standard	LED
SR 21	Clay	Brannan Field Rd	Bear Run Blvd	116	Standard	HPS
SR 21	Clay	Bear Run Blvd	Duval County Line	212	Standard	HPS
SR15	Clay	Doctors Inlet Bridge Orange Park City Limits	Creighton Rd	35	Standard	HPS
SR 15	Clay	CR220	Creighton Rd	158	Standard	LED
SR 16	Clay	Clay High School		4	Standard	LED
Kingsley	Clay	Bellair	Lowes	14	Standard	LED
TOTAL # OF LIGHTS BEING MAINTAINED:				702		



Agenda Item  
Clay County Board of County Commissioners

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

TO: Board of County Commissioners

DATE:

FROM: Administrative and Contractual  
Services

**SUBJECT:**

A) Acceptance of the Edward Byrne Memorial Justice Assistance Grant (JAG) Award Agreement with the Florida Department of Law Enforcement (FDLE) Re: 6N212 Drug Reduction and Enforcement Initiative, FY2023; Federal Award No.: 15PBJA-23-GG-02972-MUMU, in the amount of \$63,591.00.

B) Approval of the accompanying Budget Resolution.

Funding Source Revenue:

Sheriff Countywide Fund - All Grants Organization - FY23 JAG DREI Drug Reduction and Enforcement Initiatives Grant-FY23 JAG-DREI - Federal Grants-Public Safety

**AGENDA ITEM TYPE:**

---

**BACKGROUND INFORMATION:**

The Clay County Sheriff's Office applies for this grant each year. The Board previously gave authorization to apply for this grant at the June 25, 2024 Board meeting. This is a cost reimbursement grant with no match requirement. Award period is October 1, 2024 through September 30, 2025.

Grant funds will be allocated as follows:

Personnel \$58,591.00

Other than Salaries \$ 5,000.00

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted

(Yes/No/N/A):

**Yes**

**Funding Source Revenue:**

Sheriff Countywide Fund - All Grants Organization-FY23 JAG DREI Drug Reduction and Enforcement Initiatives Grant-FY23 JAG-DREI - Federal Grants Public Safety

**Account No:**

FD1002 - CC1233 - PRJ100820 - GR010185 - RC331200

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
▢ Contracts_JAG Memo	Cover Memo	4/2/2025	BCC_Memo_-FY_23_JAGC_6N212_(DREI)_Grant_Award_Acceptance.ADA.pdf
▢ Contracts_JAG Award Agreement	Resolution Letter	4/2/2025	FDLE_6N212_-_JAG_Federal_Award_-_Agreement.ADA.pdf
▢ Contracts_JAG Budget Res	Resolution Letter	4/2/2025	Resolution_-_FY_24-25_Sheriff_-_Countywide_Fund_FY23_JAG-DREI.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/2/2025 - 4:40 PM	Item Pushed to Agenda



**CLAY COUNTY SHERIFF'S OFFICE**  
**PROUDLY SERVING WITH HONOR AND COURAGE**  
**SHERIFF MICHELLE COOK**

**Date:** March 14, 2025  
**To:** Howard Wanamaker, County Manager  
**From:** Vicki Adams, Chief Financial Officer   
**Subject:** Acceptance of Grant Award: 6N212: FY 23 Edward Byrne Memorial Justice Assistance Grant (State) Solicitation - Drug Reduction and Enforcement Initiatives

**\*REQUESTED ACTION:** A Budget Amendment and the Chairman's acceptance of the 6N212: FY 23 Edward Byrne Memorial Justice Assistance Grant (State) Solicitation – Drug Reduction and Enforcement Initiative grant award. This is required by the Florida Department of Law Enforcement (FDLE) in order for CCSO to receive the grant funds in the amount of \$63,591. A Budget Amendment will be needed for the total grant award. The County Project Number is PRJ100820

**BACKGROUND:** On June 25, 2024, the full Board, as part of the Consent Agenda, reviewed and approved our request to apply for this grant along with several other grants that our agency was pursuing. This grant award will fund overtime costs for drug investigations and other expenses related to the Drug Reduction and Enforcement Initiatives project.

The performance period for this project is October 1, 2024 through September 30, 2025. We should be able to complete all grant activities by the end of the grant period. If any issues arise, we are allowed to request a no-cost extension by August 30<sup>th</sup>. All such requests are reviewed on a case-by-case basis for approval.

**FUNDING SOURCE:**

Revenue

Federal Grant - Public Safety	RC331200	\$63,591
-------------------------------	----------	----------

Appropriation

Personnel - C/O	SC516000	\$58,591
Other than Salaries	SC549900	\$ 5,000

**STAFF REVIEW COMMENTS:** With the approval of FDLE, changes have been made to the Award Contacts on page 8 of the Award Agreement. It has been updated to reflect CCSO Grant Administrator, Kathleen Corcoran, as the Recipient Grant Manager since CCSO is responsible for the day to day project activities and provides all the required reports. Megan Covey will be the Recipient Additional Point of Contact for the grant.

**ADVANCE PAYMENT REQUIRED:** NA

**SOLE SOURCE:** NA

**State of Florida  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, FL 32308**

**AWARD AGREEMENT**

**Recipient:** Clay County BOC

**Recipient SAM UEI:** HE97WJAYNQ69

**Award Number:** 6N212

**Award Period:** 10/01/2024 – 09/30/2025

**Award Title:** C-6N212 Drug Reduction and Enforcement Initiatives

**Federal Funds:** \$63,591.00

**Matching Funds:** \$0.00

**Total Funds:** \$63,591.00

**CFDA:** 16.738

**Federal Award Number:** 15PBJA-23-GG-02972-MUMU

**Federal Program:** Edward Byrne Memorial Justice Assistance Grant (JAG)

**Federal Awarding Agency:** U.S. Department of Justice (USDOJ)

**Pass-through Entity:** Florida Department of Law Enforcement (FDLE)

**Research & Development:** No

**Indirect Cost:** No

---

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and the Clay County BOC (herein referred to as “Recipient”);

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

**SCHEDULE OF APPENDICES**

Appendix A – Scope of Work  
Appendix B – Deliverables  
Appendix C – Approved Budget  
Appendix D – Award Contacts  
Appendix E – Special Conditions  
Appendix F – Standard Conditions

**PERFORMANCE REPORTING**

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15<sup>th</sup>; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15<sup>th</sup>.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

## **FINANCIAL REPORTING**

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30<sup>th</sup>; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30<sup>th</sup>.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

## Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

**Modifications to this page, including strikeovers, whiteout, etc. are not permitted.**

**Award ID:** 6N212  
**Award Title:** C-6N212 Drug Reduction and Enforcement Initiatives  
**Award Period:** 10/01/2024 – 09/30/2025

### Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: Cody Menacof, Bureau Chief

### Recipient Clay County BOC

**The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.**

By signing below, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

### Recipient Chief Official

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: Betsy Condon, Chairman, Clay County Board of County Commissioners

### Recipient Chief Official Designee

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

### Additional Recipient Signatures (optional)

**If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: Tara S. Green, Clay County Clerk of Court and Comptroller Ex Officio Clerk to the Board

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_



## Appendix A - Scope of Work

Award Number: 6N212  
Recipient: Clay County BOC  
Award Title: C-6N212 Drug Reduction and Enforcement Initiatives  
Award Period: 10/01/2024 - 09/30/2025

---

### **Problem Identification**

Clay County continues to deal with challenges due to increased levels of sophistication among drug dealers and drug users. Drugs in the county have had negative impacts on the community, effecting crime rate, health, economic, family, and social consequences. The Clay County Sheriff's Office (CCSO) Narcotics Unit is the lead implementing agency for all task for operations within Clay County. Being able to fund the task force helps the task force have greater success in reducing crime levels within the community. The CCSO Narcotics Unit along with law enforcement officers with the Green Cove Springs Police Department (GCSPD) and Orange Park Police Department (OPPD), handle day-to-day drug investigations that have an immediate impact on the quality of life for the citizens of Clay County. To address the growing problem of drug activity and other crimes associated with drug activity, the CCSO Narcotics Unit has implemented different strategic enforcement plans and partnered with local, state, and federal law enforcement agencies to enhance information sharing, fugitive tracking, drug investigations and drug interdiction programs that have allowed the agency to successfully target mid to upper-level drug dealers and the trafficking of major quantities of illegal drugs.

This is a continuation of FY22/23 C-8C109 and FY23/24 C-R7113. During FY23/24, detectives performed numerous covert buys and search warrants resulting in the seizure of narcotics, currency, and vehicles. The Narcotics Unit generated 219 new cases, and 128 cases were cleared by arrest, where 11,584 grams of marijuana, 9,107 grams of cocaine, 2,805 grams of meth, and 7,848 grams of fentanyl were seized during the award period.

### **Scope of Work**

Clay County will use grant funds for overtime cost and fringe benefits for the Clay County Sheriff's Office and Green Cove Springs Police Department, as well as Simunition (SIMS) Bolts for the Orange Park Police Department. The amount of time required to establish contacts with drug dealers and the extensive investigative time involved in covert operations, investigations and arrests make drug enforcement one of the most expensive operations for law enforcement. Overtime costs are not only necessary, but essential, to the success of drug investigation operations in combating the current drug trends and drug-related crimes. Currently, the budgets for the CCSO and GCSPD do not pay for all the overtime costs associated with drug investigations. The use of SIMS bolts will allow officers to conduct realistic force-on-force training exercises, improving officers' readiness, safety, and tactical proficiency in high-risk scenarios commonly encountered during narcotics operations.

## Appendix B - Deliverables

Award Number: 6N212  
Recipient: Clay County BOC  
Award Title: C-6N212 Drug Reduction and Enforcement Initiatives  
Award Period: 10/01/2024 - 09/30/2025

---

Total payments for all deliverables will not exceed the maximum grant award amount.

<b>Deliverable 1</b>	Recipient will use federal grant funds to pay overtime costs and fringe benefits, to include Social Security/Medicare and Special Risk Retirement, FICA, and Retirement for detectives.
Minimum Performance Criteria:	Completion of progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered through the submission of the payment request.
Financial Consequences:	This is a cost reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$58,591.00
<b>Deliverable 2</b>	Recipient will use federal grant funds to procure Simunition (SIMS) Bolts.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$5,000.00

## Appendix C - Approved Budget

Award Number:	6N212		
Recipient:	Clay County BOC		
Award Title:	C-6N212 Drug Reduction and Enforcement Initiatives		
Award Period:	10/01/2024-09/30/2025		
Award Amount:	\$63,591.00	\$0.00	\$63,591.00
	Grant Funded	Match	Total

### Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

#### A. Personnel

Item Name	Description	Grant Funded	Match	Total
Clay County Sheriff's Office - Detectives	Funds will be used to pay for overtime and straight-time at approximately 795.9815 hours of overtime x average of \$47.94 per hour = \$38,159.36.	\$38,159.36	\$0.00	\$38,159.36
Green Cove Springs Police Department - Detectives	Funds will be used to pay for overtime and straight-time at approximately 84.7676 hours of overtime x average of \$42.00 per hour = \$3,560.24.	\$3,560.24	\$0.00	\$3,560.24
<b>A. Personnel Subtotal:</b>				<b>\$41,719.60</b>

#### B. Fringe Benefits

Item Name	Description	Grant Funded	Match	Total
Clay County Sheriff's Office - Detectives	Fringe benefits includes including Social Security/Medicare and Special Risk Retirement contributions. FICA (7.65%) = approximately \$2,919.19 and Retirement (32.79%) = approximately \$12,512.45.	\$15,431.64	\$0.00	\$15,431.64
Green Cove Springs Police Department - Detectives	Fringe benefits include Special Risk Retirement and Social Security/Medicare contributions. FICA (7.65%) = approximately \$272.36 and Retirement (32.79%) = approximately \$1,167.40.	\$1,439.76	\$0.00	\$1,439.76
<b>B. Fringe Benefits Subtotal:</b>				<b>\$16,871.40</b>

#### E. Supplies

Item Name	Description	Grant Funded	Match	Total
Simunition (SIMS)	Twelve Simunition bolts (SIMS) @	\$5,000.00	\$0.00	\$5,000.00

Bolts approximately \$416.67/each for the Orange  
Park Police Department 12 x \$416.67 =  
\$5,000.

---

**E. Supplies Subtotal: \$5,000.00**

---

## Appendix D: Award Contacts

Award Number: 6N212  
Recipient: Clay County BOC  
Award Title: C-6N212 Drug Reduction and Enforcement Initiatives  
Award Period: 10/01/2024 - 09/30/2025

---

### Recipient Grant Manager (GM)

**Name:** Kathleen Corcoran  
**Title:** Grants Administrator  
**Address:** 901 N. Orange Ave  
Green Cove Springs, FL 32043-2527  
**Phone:** 904-529-6038  
**Email:** kcorcoran@claysheriff.com

### Recipient Chief Official (CO)

**Name:** Betsy Condon  
**Title:** Chairman  
**Address:** 477 Houston Street  
Green Cove Springs, FL 32043-2438  
**Phone:** 904-269-6385  
**Email:** Betsy.Condon@claycountygov.com

### Recipient Chief Financial Officer (CFO)

**Name:** Debbie Sileo  
**Title:** Director, Office of Management and Budget  
**Address:** 477 Houston Street  
Green Cove Springs, FL  
**Phone:** 904-278-3609  
**Email:** Debbie.Sileo@claycountygov.com

### Recipient Additional Point of Contact (POC)

**Name:** Megan Covey  
**Title:** Grant Director  
**Phone:** 904-295-4151  
**Email:** [Megan.Covey@claycountygov.com](mailto:Megan.Covey@claycountygov.com)

## Appendix E: Special Conditions

Award Number: 6N212  
Recipient: Clay County BOC  
Award Title: C-6N212 Drug Reduction and Enforcement Initiatives  
Award Period: 10/01/2024 - 09/30/2025

---

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0009 At the time of application, the Recipient indicated grant funds would be used to purchase items for a separate governmental entity (Clay County Sheriff's Office will utilize funds on behalf of Orange Park Police Department). Within 30 days of the receipt of payment and transfer of equipment to the Orange Park Police Department, the Recipient must submit a Grant-Funded Item Transfer Form to the Office of Criminal Justice Grants and maintain records of the transfer in accordance with records retention requirements.
- S0034 At the time of application, the Recipient indicated activities under this award may result in program generated income (PGI). All revenues generated during the award's project period must be reported to the Office of Criminal Justice Grants as soon as they are earned. Prior to expending these funds, the Recipient must submit a PGI Spending Request form to OCJG for approval. PGI Expenditure reports must be submitted to OCJG for reconciliation as soon as the funds are expended. Supporting documentation including invoices, proof of payment, and accounting ledgers must be provided to OCJG at monitoring. Any unexpended PGI remaining at the end of the federal award period must be refunded to OCJG for transmittal to the Bureau of Justice Assistance.
- S0060 At the time of application, the Recipient had not submitted a current EEO Plan Approval Letter to the Office of Criminal Justice Grants. The Recipient must provide a current EEO Plan Approval Letter to the Office of Criminal Justice Grants at monitoring.
- W0075 WITHHOLDING OF FUNDS: Prior to the drawdown of funds for task force activities, the Recipient must submit current, valid BJA Task Force Training certificates for each task force member listed on the roster to the Office of Criminal Justice Grants within 90 days of award. Certificates for (1) Executive Leadership, (2) Task Force Commander Leadership and Management, (3) Safeguarding Privacy, Civil Rights, and Civil Liberties in Task Force Operations, and (4) Criminal Intelligence Systems Operating Policies must be completed and renewed every four years. The training can be accessed at <https://www.centf.org/CTFLI/>.
- S0076 Federal award conditions require the completion of task force training every four years. Upon review of submitted training certificates, the following task force member certificates were noted as expired: Stivers. The Recipient must submit current copies of the course completion certificate(s) for the task force members provided above to the Office of Criminal Justice Grants within 90 days of award.
- S0077 Federal award conditions require the completion of task force training every four years. Upon review of submitted training certificates, it was noted the following task force member certificates will expire within the next six months: Johnson, Jett, Huddleston, Houldson, Vazquez, Tomlinson, Stivers, Miller, and Mendez. The Recipient must submit current copies of the course completion certificate(s) for the task force members provided above to the Office of Criminal Justice Grants within 90 days of

recertification.

- S0078 This award requests funding for task force activities. Any modifications to the task force roster must be submitted to the Office of Criminal Justice Grants within 90 days of the modification.
- S0079 This award requests funding for task force activities. Any new task force members added to the roster must complete the following BJA Task Force Training courses: (1) Executive Leadership, (2) Task Force Commander Leadership and Management, (3) Safeguarding Privacy, Civil Rights, and Civil Liberties in Task Force Operations, and (4) Criminal Intelligence Systems Operating Policies. These courses may be accessed at <https://www.centf.org/CTFLI/>. Copies of the completed training certificates must be submitted to the Office of Criminal Justice Grants within 90 days.
- S0087 A project risk assessment completed at the time of application review determined this project is LOW-RISK. However, the project requests funds for salaries, overtime, and/or fringe benefits. Full backup documentation for salaries, overtime, and fringe benefit expenditures must accompany the first and last payment requests submitted to OCJG for approval. Backup documentation related to all other expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
- W0092 **WITHHOLDING OF FUNDS:** The project period for this award starts 10/01/2024. Prior to the drawdown of funds, the Recipient must submit all quarterly performance reports due since the start date of the award period.



## Appendix F – FY2023 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

### GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide  
<https://www.ojp.gov/doj-financial-guide-2022>

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)  
Subpart A, Definitions  
Subparts B-D, Administrative Requirements  
Subpart E, Cost Principles  
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: <https://www.ecfr.gov/>  
2 C.F.R. § 175.105(b), Award Term for Trafficking in Persons  
28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations  
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace  
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:  
Title 34, U.S. Code, Crime Control and Law Enforcement  
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information  
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:  
<https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf> and <https://files.floridados.gov/media/706718/g2-june-2023.pdf>

State of Florida Statutes:  
Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons  
Chapter 119, Fla. Stat., Public Records  
Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure  
Section 215.97, Fla. Stat. Florida Single Audit Act  
Section 215.971, Fla. Stat., Agreements funded with federal or state assistance  
Section 215.985, Fla. Stat., Transparency in government spending  
Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

### DEFINITIONS

**Award agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

**Disallowed costs** means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

**Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also the definitions of *capital assets*, *computing devices*, *general purpose equipment*, *information technology systems*, *special purpose equipment*, and *supplies* in 2 C.F.R. § 200.1.

**Fiscal Agent** refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

**Improper payment** means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

**Micro-purchase** means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

**Modified Total Direct Cost (MTDC)** means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

**Non-Federal entity** is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Non-federal pass-through entity** is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

**Performance goal** means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

**Period of performance** means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

**Protected Personally Identifiable Information (PII)** means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

**Questioned cost** means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

**Subaward** is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a

beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Recipient** means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

**Supplies** means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

**For PSN: Task Forces** are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

## SECTION I: TERMS AND CONDITIONS

**1.0 Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

**2.0 Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

**3.0 Supplanting** - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

**4.0 Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

- 5.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

- 6.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.
- 7.0 Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.
- 8.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.
- 9.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 10.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 11.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 12.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 13.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 14.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 15.0 General Appropriations Restrictions** - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 16.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the

employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

**17.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:

- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

**18.0 Personally Identifiable Information Breaches** - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards** - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment>, and are incorporated by reference here.

**20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards** - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

## SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.
- 3.0 Equal Employment Opportunity Program (EEO)** - The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.

Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 4.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.
- 5.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 6.0 Title II of the Americans with Disabilities Act of 1990** - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and the DOJ implementing

regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of disability both in employment and in the delivery of services, including provision to provide reasonable accommodations.

- 7.0 Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services.
- 8.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.
- 9.0 Omnibus Crime Control and Safe Streets Act of 1968** – Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.
- 10.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit [www.lep.gov](http://www.lep.gov).
- 11.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
- 12.0 Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at [info@fdle.state.fl.us](mailto:info@fdle.state.fl.us). Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, Northwest, Washington, D.C. 20531, or at <https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint>.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us>.

- 13.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 14.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 15.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that their employees, applicants, or clients may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 16.0 Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

### SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and

account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

#### **SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS**

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.



All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

- 10.0 Verification and updating of Recipient Grant Manager contact information** - The recipient must verify its Recipient Grant Manager (GM) contact information in AmpliFund, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the OCJG grant manager within thirty days of the change.

## SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any

assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide and 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.
- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$1,000,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

## SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://www.ojp.gov/doj-guide-to-procurement-procedures>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide and 2 C.F.R. Part 200, Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards. If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN**, if recipient uses funds under this award to purchase body armor, the recipient is strongly

encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.

- 8.0 Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 10.0 Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

**Documentation** - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

- 11.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

**Requirements for Contractors of Recipients** - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (<https://www.ojp.gov/doj-financial-guide-2022>); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

**Approval of Consultant Contracts** - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of

individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

- 12.0 FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.
- 13.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 15.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at [www.ojp.gov/funding/ojptrainingguidingprinciples.htm](http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm).
- 16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide and 2 C.F.R. 200.315.

**Written, Visual, or Audio Publications** - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

*"This project was supported by [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics]. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."*

**Websites** - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

*"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."*

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.



**Patents** - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

## **18.0 Information Technology Projects**

**Criminal Intelligence Systems** - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

**State IT Point of Contact** - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

**Interstate Connectivity** - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 19.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at [https://www.cisa.gov/sites/default/files/2023-04/fy23\\_safecom\\_guidance.pdf](https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf).

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

**20.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

**22.0 Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) -- Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

**23.0 Non-Disclosure Agreements** - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

**24.0 Whistleblower Protections** - An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

**25.0 Confidential Funds and Confidential Funds Certificate** - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.



Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

- 26.0 For JAG: Task Force Training Requirement** - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

- 27.0 For NCHIP & NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

## **SECTION VII: ADDITIONAL REQUIREMENTS**

- 1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 2.0 National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

- 4.0 Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- 5.0 Disclosures**
- Conflict of Interest** – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).
- No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.
- Violations of Criminal Law** - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.
- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).
- 11.0 Forensic Genealogy Testing** - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.
- 12.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 13.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

**14.0 Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

**15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements** - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

**16.0 Employment Eligibility Verification for Hiring Under This Award** - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

**17.0 Determination of Suitability to Interact with Minors** - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

**18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.

- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 19.0 Safe Policing and Law Enforcement** - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.
- 20.0 For JAG: Extreme Risk Protection Programs** - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
- 21.0 For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.
- 22.0 For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.
- 23.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 24.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 25.0 For RSAT:** Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.
- 26.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 27.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 28.0 For NCHIP & NARIP: Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.
- 29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

**30.0 For NCHIP & NARIP: Firearm and Background Checks** - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

## CLAY COUNTY RESOLUTION NO. 2024/2025-

**WHEREAS**, the following revenue from the U. S. Department of Justice (USDOJ), Florida Department of Law Enforcement (FDLE), Edward Byrne Memorial Justice Assistance Grant (JAG), Drug Reduction and Enforcement Initiatives 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 for overtime costs associated with drug investigations and other expenses related to the Drug Reduction and Enforcement Initiatives Project.

**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:		\$	54,932,163
Additions to Sheriff – Countywide Fund (FD1002)			
Sheriff – Countywide Fund / All Grants Organization / FY23 JAG – DREI – Drug Reduction and Enforcement Initiatives Grant / FY23 JAG-DREI / Federal Grants – Public Safety	FD1002-CC1233- PRJ100820- GR010185-RC331200	\$	63,591
Amended Total Revenue		\$	54,995,754

### APPROPRIATION

Prior Fund Total:		\$	54,932,163
Additions to Sheriff – Countywide Fund (FD1002)			
Sheriff – Countywide Fund / All Grants Organization / FY23 JAG – DREI – Drug Reduction and Enforcement Initiatives Grant / FY23 JAG-DREI / Personnel Services – Constitutional Officer	FD1002-CC1233- PRJ100820- GR010185-SC516000	\$	58,591

Sheriff – Countywide Fund / All Grants Organization / FY23 JAG – DREI – Drug Reduction and Enforcement Initiatives Grant / FY23 JAG-DREI / Expense Other Than Salaries – Constitutional Officers	FD1002-CC1233- PRJ100820- GR010185-SC549900	\$	5,000
Amended Total Appropriation			\$ 54,995,754

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida, this 8th day of April, 2025.

Board of County Commissioners Clay  
County, Florida

---

Betsy Condon, 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, April 8 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and Contractual  
Services

**SUBJECT:**

A) Approval of Agreement with I-CON System for the replacement of Sanitary Fixtures for Clay County Jail in the amount of \$339,861.00. All work is to be completed 24 weeks from the Notice to Proceed.

B) Approval of Sole Source.

**Funding Source:**

Sheriff - Countywide Fund - Buildings - Jail/Law Enforcement - Jail - Sinks and Toilets Upgrades - Buildings

**AGENDA ITEM TYPE:**

---

**BACKGROUND INFORMATION:**

The Board approved the installation of thirty-nine (39) high-security stainless steel toilets on September 22, 2020, to replace porcelain toilets and align with existing I-CON toilets. On April 27, 2021, the Board also approved the installation of flush valves for existing toilets and the replacement of shower fixtures in the jail. To maintain consistency, compatibility, and operational efficiency, it is essential to continue using I-CON. Standardizing all sanitary fixtures across the facility will streamline maintenance. Additional Sole Source Information is attached. As required by policy, a Sole Source notice has been posted on the County Website.

The current upgrade will include replacing thirty-eight (38) old battery-powered flush valves with new, more reliable AC-powered flush valves. Six older lavatory valves will also be replaced with new, easy-to-use AC-powered valves. Additionally, new stainless steel multi-station sinks will be installed. For easier maintenance, a tablet and wireless network equipment will be provided to manage the system. To support the new equipment, ICS will connect AC power from existing circuits to the new controllers and set up the communication system. A UPS system (battery backup) will also be installed to prevent power issues, particularly during generator switchovers.

The Contractor shall reach Substantial Completion within 24 weeks from the Notice to Proceed.

**Is Funding Required (Yes/No):**

Yes

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

Yes

Yes

**Account No.**

FD1002 - CC1152 - PRJ100817 - SC562000

**Funding:**

Sheriff - Countywide Fund - Buildings - Jail / Law Enforcement - Jail - Sinks and Toilets Upgrades - Buildings

Sole Source (Yes\No):

Yes

Advanced Payment

(Yes\No):

No

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

N/A

**ATTACHMENTS:**

Description	Type	Upload Date	File Name
Contracts_Intell Cons System Jail	Agreement/Contract	4/3/2025	Jail_I-Con_Plumbing_Retrofit.ADA.pdf
Sole Source - Packet	Backup Material	4/3/2025	SS_2425-064_Single_Sole_Source_Purchase - _Sanitary_Fixtures_for_the_Clay_County_Jail.ADA.pdf

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/2/2025 - 4:40 PM	Item Pushed to Agenda

**AGREEMENT FOR CLAY COUNTY JAIL I-CON PLUMBING RETROFIT**

This Agreement for Clay County Jail I-Con Plumbing Retrofit (“Agreement”) is entered into this \_\_\_\_ day of April, 2025 (“Effective Date”) between Intelligent Conservation Systems, Inc., a Florida Profit Corporation (“Contractor”), and Clay County, a political subdivision of the State of Florida (the “County”).

**RECITALS**

**WHEREAS**, the I-CON system is a plumbing solution designed to conserve water, reduce maintenance costs, and enhance security by allowing correctional staff to regulate inmate access to water and prevent plumbing abuse; and

**WHEREAS**, on September 22, 2020, the Clay County Board of County Commissioners (the “Board”) approved the sole source purchase and installation of thirty-nine (39) high-security I-CON stainless steel toilets to replace the remaining porcelain toilets and align with the existing I-CON toilets at the Clay County Jail; and

**WHEREAS**, on April 27, 2021, the Board approved the sole source purchase and installation of I-CON flush valves for existing toilets and the replacement of shower fixtures at the Clay County Jail; and

**WHEREAS**, to maintain consistency, compatibility, and operational efficiency at the Clay County Jail, it is essential to continue using the I-CON system and products; and

**WHEREAS**, the Contractor is an I-CON certified installer; and

**WHEREAS**, the County solicited a quote from the Contractor to perform certain repairs and upgrades to the plumbing system at the Clay County Jail, including, but not limited to, replacing 38 old battery-powered flush valves with new, more reliable AC-powered flush valves, replacing 6 older lavatory valves with new, easy-to-use AC-powered valves, installing new I-CON stainless steel multi-station sinks, installing I-CON Envisage Water Management Consoles, providing a tablet and wireless network equipment to manage the system, connecting AC power from existing circuits to the new controllers and setting up the communication system, and installing a UPS system (battery backup) to prevent power issues; and

**WHEREAS**, the Contractor responded to the solicitation with a proposal to offer the requested services which is attached hereto as **Attachment A** (“Contractor’s Proposal”); and

**WHEREAS**, the Contractor is licensed and qualified to provide the services under this Agreement; and

**WHEREAS**, on March 25, 2025, the Board approved the sole source purchase and installation work for the Clay County Jail I-Con plumbing retrofit as described in **Attachment A**; and

**WHEREAS**, the parties desire to enter into this Agreement, and the Contractor desires to provide the requested services to the County subject to the terms and conditions contained 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. THE PROJECT**

(a) The Contractor shall furnish and deliver all material and equipment and perform all the work and labor required to perform the I-Con plumbing retrofit on the 2<sup>nd</sup> and 3<sup>rd</sup> floors at the Clay County Jail located at 901 N Orange Ave, Green Cove Springs, FL 32043 in accordance with this Agreement and the Contractor's Proposal (the "Project").

(b) For purposes of the Project, the County Representative shall be Howard Wanamaker, County Manager, and the Project Manager shall be Tony Saunders with the Clay County Sheriff's Office, or designee.

## **SECTION 2. SCOPE OF WORK**

(a) The scope of work to be performed and provided by the Contractor for the Project is set forth in the Contractor's Proposal attached hereto as **Attachment A** and incorporated herein. The term "Work" means the scope of work to be provided and services rendered, whether completed or partially completed, or labor, supplies, materials, equipment and the like constructed, delivered or installed under this Agreement.

(b) In providing the Work, the Contractor must:

1. Be familiar with the Work, deadlines, requirements, and the conditions under which the Work is to be completed.
2. Coordinate work days and hours with the Project Manager.
3. Meet with the Project Manager as arranged by the parties to review the status of the Work and overall performance.
4. Perform and complete all necessary inspections for the Project and coordinate such inspections with the Project Manager.
5. Conduct business in a manner that reflects favorably at all times on the Work and the goodwill and reputation of the County.

(c) Punch List and Retainage. Promptly upon the achievement of Substantial Completion of the Project, the Contractor shall submit written notice thereof to the Project Manager. Within 10 days following the service of such notice or as otherwise agreed to by the parties, the Contractor

and the Project Manager shall meet to inspect the Project for the purpose of developing and reviewing a single written list of items and the estimated cost to complete each item on the list required to render the Project complete, satisfactory, and acceptable in accordance with Section 218.735(7), Florida Statutes (“Punch List”). Within 5 days following the meeting, the County will prepare and deliver the finalized Punch List to the Contractor. Upon such delivery, the Contractor shall have no less than 30 calendar days, or as otherwise agreed to by the parties, to complete the items identified therein. The failure to include any corrective work or pending items not yet completed on the Punch List does not alter the responsibility of the Contractor to complete all of the Work under the Agreement. All items that require correction under the Agreement which are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor.

(d) In entering into this Agreement, the Contractor represents that it now has or will secure all equipment and personnel required to perform the Work under this Agreement. The Contractor shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Work pursuant to the requirements of this Agreement. The Contractor shall ensure that the personnel assigned to perform the Work comply with the terms of this Agreement, have current licenses and permits required to perform the Work, and are fully qualified and capable to perform their assigned tasks. Upon request, the Contractor shall submit in writing to the Project Manager the names of key personnel assigned to the Project.

(e) The Contractor shall perform the Work using the degree of care and skill ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same or similar geographic area and in compliance with all applicable laws (“Standard of Care”).

(f) In performance of the Work, the Contractor acknowledges that it is bound by and shall comply with and require its subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws, statutes, and regulations, as they may be modified from time to time, or any new laws that may be established during the term of the Agreement, that are applicable to the Work performed under this Agreement. Any reference in this Agreement to a particular law, statute, rule, or regulation in no way implies that no other law, statute, rule, or regulation applies. Any violation of these laws, statutes, rules, or 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.

(g) The parties agree that the County shall retain the absolute right to eliminate any or all Work associated with the Project without penalty or liability for any claims for unearned or future anticipated overhead or profits related to Contractor’s unperformed Work at the time of elimination.

(h) The County may conduct performance evaluations at any time during performance of the Work or soon after the completion of any Work to ensure compliance with the Agreement. One or more evaluations may be conducted solely at the discretion of the County.

### **SECTION 3.                    ADDITIONAL WORK AND FEES**

(a) If the County identifies or the Contractor recommends any additional work, materials, or services to be provided by the Contractor that are not covered under the Agreement but are beneficial to the County, such additional work, materials, or services, including scope, timing, and fees must be mutually agreeable between the County and the Contractor and authorized in writing by the County.

### **SECTION 4.                    TERM AND TIMELY PERFORMANCE**

(a) The parties hereto mutually understand and agree that time is of the essence in the performance and completion of the Project. The Contractor agrees to timely perform all Work as provided for in this Agreement.

(b) The Contractor shall achieve Substantial Completion of the Project within 24 weeks from issuance of the Notice to Proceed (“Substantial Completion Date”). As used herein, Substantial Completion shall mean the achievement of beneficial use of the Project. The Contractor shall achieve Final Completion of the Project no less than 30 calendar days after the delivery of the Punch List by the County to the Contractor as described in Section 2 (c) or as otherwise agreed to by the parties (“Final Completion Date”). As used herein, Final Completion shall mean when all Work has been completed and the Contractor has fulfilled all contractual obligations under this Agreement, including the Punch List items, final inspections, and completion of the items addressed under final payment. The completion dates may be extended only upon subsequent written agreement of the parties.

(c) The failure of the Contractor to meet the completion dates specified in this Agreement shall not, in and of itself, constitute a termination of this Agreement, unless such failure is accompanied by a termination notice issued in accordance with the terms herein. This Agreement shall remain in full force and effect, and the Contractor shall remain obligated to complete the Work, subject to any applicable remedies available to the County for such delay, unless an extension of time is expressly agreed to in writing by the County.

### **SECTION 5.                    PAYMENT FOR WORK**

(a) The County agrees to pay the Contractor for the Work performed for the Project in accordance with the terms of this Agreement in the **total lump sum amount of \$339,861.00** (“Contract Price”).

(b) The Contract Price includes the Work described in Attachment A to be performed by the Contractor and its subcontractors, and is inclusive of travel, overtime, man-hours, materials, equipment, supplies, labor, overhead, profit, costs, and any other expenses associated with the Contractor’s performance of the Work to complete the Project in accordance with this Agreement.

(c) Payments are to be made by the County to the Contractor upon presentation of an Invoice submitted to the County on a monthly basis in accordance with Section 6.

## **SECTION 6. PAYMENT PROCEDURES**

(a) As used in this Section, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller’s office (“Paying Agent”) by Email at [invoices@clayclerk.com](mailto: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 for payment of a proper invoice within 25 business days after the date the Invoice is stamped as received.

(b) The Contractor shall submit an Invoice to the Paying Agent no more than once per month based on the amount of the Work done or completed. All partial Invoices/estimates and payments shall be subject to correction when submitted, and/or, in the subsequent estimates and payments, and the final estimate and payment.

(c) The amount of the monthly payment shall be the total value of the Work rendered for the Project to the date of the Invoice, less an amount retained, less requests previously submitted and payments made, and in no event shall payment exceed the Contract Price unless otherwise modified upon executed approval of a Change Order and written agreement of the parties. The amount retained shall be determined in accordance with Section 218.735, Florida Statutes, as follows:

1. The County may withhold from each monthly and/or progress payment due to be made to the Contractor under the Agreement an amount not to exceed 5 percent of said payment as retainage.
2. Within 20 business days after the Punch List is created, the Contractor may submit a payment request for the contract balance that includes all retainage previously withheld by the County less an amount equal to 150 percent of the estimated cost to complete the items on the Punch List.
3. Upon completion of all items on the Punch List, the Contractor may submit a payment request for the amount withheld by the County in accordance with subsection 2 above. If a good faith dispute exists as to whether one or more items identified on the Punch List have been completed pursuant to the Agreement, the County may continue to withhold up to 150 percent of the total costs to complete such items.

(d) 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, if applicable.
4. The period of the Work covered by the Invoice.
5. The total amount of payment requested, the total amount previously requested, and the total amount paid to date.
6. Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Work 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.

(e) Upon receipt of an Invoice submitted under this Section, 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 Work as delivered, installed, or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent and/or Project Manager determines that the Invoice does not conform with the applicable requirements of this Agreement or that the Work within the scope of the Invoice has not been properly delivered, installed, or performed in full accordance with this Agreement, the Paying Agent and/or Project Manager shall notify the Contractor in writing within 20 business days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. If an Invoice is rejected by the County as set forth herein and the Contractor submits an Invoice that corrects the deficiency, the corrected Invoice must be paid or rejected within 10 business days after the date the corrected Invoice is stamped as received.

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

(g) 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 concerning payment of an Invoice remains unresolved within 30 calendar days following the Submittal Date, then the Project Manager shall schedule a meeting between the Contractor's representative and the Project Manager with the County Manager, to be held no later than 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support

thereof. The County Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Project Manager.

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

(i) Final Payment. Subsequent to completion of the Work and prior to final payment, final accounting of the total amount of all payments shall be provided by the Contractor. Utilizing the final accounting of costs and the Contractor's records as needed, the County shall, within a reasonable time, conduct a review of all costs presented. The amount of final payment is to be made subject to the County agreeing with the final accounting of cost and payment of Work of the Contractor. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection. The County retains the right to recover damages for the recovery of defective or deficient Work not discovered by County at the time of final inspection. It is understood and agreed to by the parties that final payment is not due and payable and the County shall not be obligated to remit final payment under the Agreement until the following items have been completed and/or submitted to and approved by the County in proper form and substance:

1. Final accounting addressed above;
2. Completion of any punch list generated from final inspection;
3. Final acceptance by the County of the Project;
4. As-Built plans (if applicable);
5. Releases of Liens or equivalent proof of payments to subcontractors and suppliers;
6. Contractor's warranty and any warranties from third parties; and
7. Certificate of Final Payment.

(j) It is agreed and understood that the acceptance of the final payment by the Contractor shall constitute a full and complete release of the County from any and all claims or demands against the County or any of its officers, principals, employees, members or agents arising out of or by reason of any Work done or material furnished under this Agreement, unless a claim was previously and properly filed by the Contractor against the County.

## **SECTION 7. CHANGE ORDERS**

(a) As used herein, a “Change Order” means a written change, amendment, or modification to the Agreement that must be approved by the County in writing. Change Orders shall be used when necessary to clarify the Work, to provide for a change in the Work, to provide for an adjustment to the Contract Price, to provide for a time extension, to settle contract claims, to provide for unforeseen circumstances, and to make the Project functionally operational in accordance with the intent of the Agreement. Prior to requesting approval of a Change Order, the Contractor shall review the costs of any proposals and negotiate in good faith with any affected subcontractors in order to advise the County of the validity and reasonableness of such Change Order request. The Change Order shall set forth the prices or amount to be agreed upon and/or the amount of time to be granted for an extension and any other pertinent information. No work or services covered by a Change Order shall be performed nor payment made unless the County has executed an approval of the Change Order. If such authorization is not previously given, the Contractor hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim. Approved Change Orders will be made a part of this Agreement by a written amendment.

(b) Change Orders must set forth the basis for the change or requested adjustment supported by sufficient substantiating data to permit evaluation by the County. Additionally, if a Change Order requests a time extension, the Change Order must set forth the circumstances justifying a time extension supported by sufficient substantiating data to permit evaluation by the County. Change Orders shall not be used for time extensions requested by the Contractor under circumstances or conditions attributable to the Contractor.

## **SECTION 8. INSURANCE AND BONDS**

(a) The Contractor shall maintain throughout the term of this Agreement and completion of any Work and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

### **1. Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$50,000 each occurrence for Damage to Rented Premises
- \$5,000 Medical Expenses (any one person)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

- Workers Compensation      Statutory limits
- Employers Liability      \$100,000 Each Accident  
   \$500,000 Disease Policy  
   \$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work.

4. Umbrella/Excess Insurance

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, the Contractor may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Prior to commencement of the Work, the Contractor must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability, shall name **"Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear"** as **"Additional Insureds."** The coverage shall contain no special limitation on the scope of protection afforded

to the County, its employees, agents, officials, boards, and commissions. The certificates 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 certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates 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.

(e) The certificates 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 the Contractor 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, the Contractor 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, the Contractor agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

(g) The Contractor agrees to furnish a sufficient and satisfactory Performance Bond and Payment Bond in the sum of not less than 100% of the Contract Price as security for the faithful performance and payment of all of the Contractor’s obligations under the Agreement. These Bonds shall remain in effect until one year after the date when final payment hereunder becomes due, except as provided otherwise by laws or regulations, or by specific provisions of the Agreement. All Bonds shall be in compliance with, and in the form prescribed by, Section 255.05, Florida Statutes. Within ten (10) business days following the Effective Date of this Agreement, and prior to the Contractor commencing any Work, the Contractor shall cause the Bonds required herein to be recorded in the public records of the County with the Clay County Clerk of Court and Comptroller at the Contractor’s sole expense, and shall deliver a certified copy of the recorded Bonds to the County’s Purchasing Department. Performance and Payment Bonds must be increased in accordance with any Change Order increases on the Project.

(i) In addition to all other rights and remedies which the County may have under this Agreement, under the Bonds, and under applicable principles of law or equity, the County shall have the right to recover the full amount of the Bond(s) in the event the Contractor shall at any time abandon any of the Work, or otherwise default in its performance obligations under this Agreement, regardless of whether the default occurs prior to, on or after the Final Completion Date. The provisions of the sentence immediately preceding are supplemental to all other rights and remedies of the County arising under this Agreement, under the Bonds, and under applicable

principles of law or equity, and shall not be deemed to be or construed as any limitation on or in derogation of the same, with the exception that the County may not be reimbursed more than once for the same claim.

## **SECTION 9. INDEMNIFICATION; SOVEREIGN IMMUNITY**

(a) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

(b) The County does not agree to and shall not indemnify the Contractor or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

(c) The provisions in this Section shall survive the termination or expiration of this Agreement.

## **SECTION 10. DEFAULT AND TERMINATION**

(a) Default by Contractor. If the Contractor breaches any covenant made by it hereunder; fails to satisfactorily perform any condition, provision, or obligation of this Agreement; fails to make progress so as to endanger performance under the terms and conditions of this Agreement; fails to perform or begin Work on time or as directed by the Project Manager; fails to comply with the project schedule and/or deadlines; fails to perform the Work with sufficient and/or properly skilled workmen or with sufficient materials or equipment; performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Work, or fails to resume Work which has been discontinued within a reasonable time after notice to do so; fails to make payment to subcontractors or suppliers in accordance with the Agreement or in accordance with the respective agreements between the Contractor and the subcontractors or suppliers; 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 Work under the terms of this Agreement, the County may consider the Contractor to be in default and may assert a default claim by giving the Contractor a written notice of default. Except for a default by the Contractor for failing to comply with applicable laws, rules, and regulations, which must be cured immediately, the Contractor shall have 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.

(b) Upon the failure or inability of the Contractor to cure the default, as set forth in (a), the County may at its discretion exercise any one of the following remedies, either concurrently or consecutively:

1. Terminate the Agreement for cause.
2. Begin an appropriate legal or equitable action to enforce performance of this Agreement.
3. Withhold or suspend payment of all or any part of a request for payment.
4. Exercise any corrective or remedial actions, to include, but not be limited to:
  - i. Request additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance.
  - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected.
  - iii. Advise the Contractor to suspend, discontinue, or refrain from incurring costs for any activities or Services.
5. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not preclude the County from pursuing any other remedies in this Agreement or provided at law or in equity.

(c) 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's sureties 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. In the event the County terminates the Agreement, in whole or in part, because of default by Contractor, the County may procure goods, services, materials, and/or work similar to those terminated, and the Contractor shall be liable for any damages, costs, and any other expenses incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of the Contractor), the rights and obligations of the parties shall be those as provided in the provision for Termination for Convenience.

(d) 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 Work satisfactorily performed up to receipt of the notice of termination, together with any retainage withheld, and thereafter until the date of termination, the Contractor shall be paid only for such Work as is specifically authorized in writing by the County.

(e) Unless directed differently in the notice of termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontractor agreements



related to the terminated work and shall transfer all services/work in progress, completed work, and other materials related to the terminated work to the County.

(f) 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.

(g) 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 Work performed.

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

## **SECTION 11. AUTHORITY TO SUSPEND WORK**

(a) The County Representative and/or Project Manager shall have the authority to suspend the Work, wholly or in part, for such period or periods as may be deemed necessary, due to unsuitable weather, conditions which are considered unfavorable for the prosecution of the Work, or if the County is prevented or enjoined from proceeding with the Work either before or after the start of any Work by reason of any litigation or other reason beyond the control of the County. In the event of any such suspension, the Contractor shall not be entitled to make or assert a claim for damage by reason of said delay, but time for completion of the Project will be extended to such reasonable time as the County may determine and will be set forth in writing. The Contractor shall be paid for all Work rendered up to the date of suspension and for all Work so rendered after cessation of the suspension and resumption of the Work. The suspension or delay of Work, regardless of whether caused by the actions or inactions of the County, does not give rise to any claim by the Contractor against the County.

## **SECTION 12. SAFEGUARDS, PRESERVATION OF PROPERTY, AND FAILURE TO RESTORE DAMAGED PROPERTY**

(a) The Contractor shall maintain a safe and secure worksite for the duration of the Work. The Contractor shall maintain all areas in a neat and presentable condition. The Contractor shall also maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the Work to include establishing barricades, fencing, or any other

means necessary to protect the public during the Work and secure all equipment, tools, and related materials.

(b) The Contractor shall preserve from damage all property, including, but not limited to, structures, vehicles, utilities, roads, sidewalks, curbs and gutters, driveways, trees, and shrubbery, etc. along the line of the Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the scope of work. This applies to public and private property. If property is damaged by reason of the Contractor's Work on or around such property, then the Contractor shall be held responsible for repairing or replacing such property at its expense to the satisfaction of the County prior to the County's final acceptance of the Project. When adjacent property is affected or endangered by any Work done under this Agreement, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property.

(c) In case of failure on the part of the Contractor to repair and/or replace such property, or to make good such damage, the County Representative and/or Project Manager may upon five days' notice, proceed to repair, rebuild or otherwise restore such property, as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due to the Contractor under the Agreement.

(d) Should the County have any expenses incurred due to the Contractor not restoring the damaged property, any appropriate labor, material, and/or equipment use or rental to restore such damaged property to its original condition will be deducted from the final Invoice prior to payment being made by the County to the Contractor.

(e) Nothing in this Section shall prevent the Contractor from receiving proper compensation for the removal, damage or replacement of any public or private property as long as such work is authorized by the County Representative and/or Project Manager, provided that such property has not been damaged as a result from the performance of the Work or through fault of the Contractor, its employees or agents.

### **SECTION 13. AUDIT OF CONTRACTOR'S RECORDS**

(a) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Contractor and any of its subcontractors shall maintain all books, documents, papers, financial/accounting records and other evidence pertaining to costs incurred in the performance of the Work, and the Contractor must make the records available upon request.

(b) 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.

(c) Failure of the Contractor or any of its subcontractors to comply with these requirements may result in disqualification or suspension from quoting and bidding on future

projects/contracts or disapproval as a subcontractor at the option of the County.

(d) The Contractor must require that each of its subcontractors will provide access to the subcontractor's records pertaining to the Work upon request by the County.

#### **SECTION 14. TAXES**

(a) 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 15. 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.

#### **SECTION 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.

#### **SECTION 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 Section is a material breach of the Agreement, and the County shall have the option of terminating this Agreement at its discretion.

#### **SECTION 18. HUMAN TRAFFICKING ATTESTATION**

(a) In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, 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.

#### **SECTION 19. NOTICE**

(a) All notices given under this Agreement (excluding day-to-day communication in the administration 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, or (3) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

If to Contractor:

Intelligent Conservation Systems, Inc.  
3110 Camp Road  
Oviedo, FL 32765  
Attention: Mike Campbell

If to the County:

Clay County  
P.O. Box 1366  
477 Houston Street  
Green Cove Springs, FL 32043  
Attention: County Manager

Copy to: Tony Saunders, Project Manager  
Clay County Sheriff's Office  
901 N. Orange Avenue  
Green Cove Springs, FL 32043

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.

## **SECTION 20. 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 Work 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 Work. 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 Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

(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 contract 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](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

## **SECTION 21. SUBCONTRACTORS**

- (a) Subcontractors may be utilized by the Contractor for the Project. The Contractor shall provide the names of all subcontractors performing any Work associated with the Project to the Project Manager.
- (b) Any subcontractor utilized by the Contractor shall be supervised and compensated by the Contractor.
- (c) The Contractor shall be fully responsible to the County for the (i) acts and omissions (ii) satisfactory performance and (iii) timeliness of Work of its subcontractors and of persons directly or indirectly employed by them.
- (d) The Contractor shall cause appropriate provisions under this Agreement to be inserted in all subcontractor agreements relative to the Work giving the Contractor the same powers that the County may exercise over the Contractor under any provision of this Agreement.
- (e) Nothing in the Agreement shall be construed as providing any subcontractor with any rights or remedies against the County or any of its employees, principals, officers, or agents for nonpayment or otherwise.

## **SECTION 22. WARRANTIES AND REPRESENTATIONS**

- (a) The Contractor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. The Contractor has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its Work, services, duties and obligations under this Agreement. The Contractor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its work, services, duties and obligations under this Agreement.
- (b) The Contractor shall provide a one (1) year ICS labor warranty and a two (2) year I-CON parts warranty, which includes all consumables.

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

(d) Any warranty provided by the Contractor or for which the Contractor is responsible is limited only by such terms and conditions as may be expressly stated in the warranty document and the Agreement. Nothing herein shall diminish any original manufacturer's warranties.

## **SECTION 23. WASTE AND HAZARDOUS MATERIAL DISPOSAL**

(a) The Contractor shall make all arrangements necessary to accomplish off-site disposal of all debris or waste generated by the Work at no additional cost to the County, and in accordance with federal, state, and local laws and ordinances.

## **SECTION 24. 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.



## **SECTION 25. NON-DISCRIMINATION**

(a) The Contractor 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.

(b) The Contractor 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 26. 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.

## **SECTION 27. INDEPENDENT CONTRACTOR**

(a) The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

## **SECTION 28. NO ASSIGNMENT**

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

## **SECTION 29. 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 or such documents against either party to this Agreement.

## **SECTION 30. 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.

### **SECTION 31. 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 or Invoices forwarded by the Contractor to the County.

### **SECTION 32. 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.

### **SECTION 33. 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.

### **SECTION 34. GOVERNING LAW AND VENUE**

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

### **SECTION 35. 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.

## **SECTION 36. 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.

## **SECTION 37. 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.

## **SECTION 38. HEADINGS**

(a) 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 39. 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.

## **SECTION 40. ATTACHMENTS**

(a) The Attachments listed in the Agreement are expressly 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.

## **SECTION 41. ENTIRE AGREEMENT**

(a) This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

## **SECTION 42. 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.

**INTELLIGENT CONSERVATION SYSTEMS,  
INC.**

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

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

Print Title: \_\_\_\_\_

**CLAY COUNTY, a political subdivision of the  
State of Florida**

By: \_\_\_\_\_  
Betsy Condon  
Its Chairman

ATTEST:

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

F:\Contract\Facilities\Jail\Jail I-Con Plumbing Retrofit.doc

# ATTACHMENT A

Clay County Jail  
901 N Orange Ave, Green Cove Springs, FL 32043  
Re: Clay County Jail I-CON Plumbing Retrofit

April 1st, 2025

Dear Adam Phillips,

In this letter, you will find a Scope of Work outlining the proposed repairs and upgrades to the facility. The below scope is based on the information you and Nick Bruns from I-CON have provided us.

- Replace (38) existing battery I-CON TruTouch flush valves with new AC powered TruTouch flush valves with quick connect solenoids.

- Existing battery valves to be replaced are located below:

Area	Qty
A1	6
D1	8
D2	8
G1	2
G2	6
H1	6
H2	2

- Existing body, downtube, and sensor will remain in place. Existing battery powered solenoid cap will be replaced with a new AC operated solenoid cap.
- Replace (6) existing pneumatic lavatory valves with new AC powered single temperature lavatory valves with quick connect solenoids in A1.
- Provide a Handheld Tablet, Wireless Network Interface, and Wired Network Interface for Maintenance.
- Install I-CON stainless steel multi-station lavatories and I-CON electronic lavatory valves. Areas exceeding 4 lavatory basins will receive multiple stations. Fixtures to be located in following areas:

Total Lav Basins	Area	Single	Dual	Triple	Quad
0	A1				
0	A2 (Visitation Remodel)				
8	D1				2
8	D2				2
2	G1		1		
6	G2		1		1
6	H1		1		1
2	H2		1		
<b>32</b>	<b>Totals</b>		<b>4</b>		<b>6</b>

- Install I-CON Envisage Water Management Consoles. Each Envisage System will be independent, communication system to be hybrid wired/wireless design, and controls the following areas:
  - 1 CPU controlling A1, A2, and B Pods.
  - 1 CPU controlling E and F Pods.
- ICS to install all necessary AC electrical power from the existing 20A circuits to the I-CON controllers, and communication backbone to support the I-CON System.
- ICS to install 1 double conversion lithium UPS with line conditioning to supply the 1 existing transformer in E. It is believed the existing generator blows the current fuse when the switchgear is transferred. While this UPS and Line Conditioner can't guarantee a solution, we at ICS have never encountered a facility where this product has not solved reasonable power quality issues.

The total project package price for this project is **\$339,861**. This proposal includes materials, plumbing installation, daily on-site project management, facility turnover parts (attic stock), bond, O & M documentation, material removal, a standard 1-year ICS labor warranty (per ICS Warranty Statement), and a 2-year I-CON parts warranty which includes all consumables (per I-CON Warranty Statement).



The goal of Intelligent Conservation Systems is to provide a turnkey savings product which is customized to each facility and budget. We are in constant pursuit of addressing every facility's needs to help conserve the County's fiscal, as well as natural resources. If there are any questions, please feel free to contact me at (407) 388-5915. I look forward to working with you and your team at Clay County Jail.

Sincerely,

Mike Campbell  
Intelligent Conservation Systems, Inc.  
3110 Camp Rd. Oviedo FL, 32765  
E-mail: [Mike.Campbell@ics.green](mailto:Mike.Campbell@ics.green)  
Cell: 407-388-5915





Clarifications and Disclaimers:

1. Acceptance and use of ICS Proposal/Documentation constitutes an agreement to include the Proposal and the following qualifications in any subcontract or purchase order as an attachment to the scope of work.
2. From the Notice to Proceed (NTP), substantial completion is estimated at 24 weeks. This schedule includes the facility audit, custom stainless steel design and fabrication, communication addressing, mapping per the Clay County facility layout, and turnkey installation.
3. Items not specially identified to be retrofitted or replaced are figured to remain in place.
4. Upstream and downstream infrastructure components are expected to be in functional condition prior to start of construction. These items include, but are not limited to, shutoff valves, water filtration, water treatment, pumps, heaters, pressure regulating valves, mixing valves, angle stops, piping, supports, insulation, fixture jets, or drainage. Repair or replacement by ICS would be at additional cost.
5. The customer will identify isolation valves prior to construction, and valves are expected to be in working order. Defective valves are the customer's responsibility to repair or replace.
6. We exclude costs associated with concealed conditions, which are any unobvious conditions not disclosed visually during the walk-through or in written bid documents.
7. This proposal is based on facility provided information as to suitable electrical availability, stability, and emergency capacity to operate electrical equipment according to NEC.
8. This proposal is based on reasonable access to a quantity of fixtures sufficient to maintain the anticipated schedule. We estimate this as contiguous accessibility to a minimum of 20 fixtures or cells, chases and associated plumbing components per day per crew. A minimum of two full-time dedicated escorts with necessary keys will be required for our scope, allowing two independent crews to perform the work. No costs for escorts have been included in this proposal. This proposal is also based on secured tool and material storage inside the facility, sufficient for at least one week of work.
9. For new fixtures (if applicable), siliconized caulking will be used. For correctional facilities, single part pick resistant security sealant will be used inside cells. Due to hardening cure times of caulking and sealants, users may need to be kept away from newly sealed areas.
10. When new fixtures are installed, waste flanges shall be reused. We include up to 5% flange repair. Additional flange repair, flange replacement, or carrier repair shall be at additional cost.
11. This proposal does not include painting or tile work. Based on experience, the facility is better suited to perform and manage this work (if needed). We strive to specify fixtures with fitment characteristics that reduce the need for finish touch-up.
12. Significant upstream scopes of work, shutdowns and maintenance are recommended to be performed prior to the water fixture retrofit scope, so as to not affect or damage new work which may be affected by upstream contaminants or conditions.
13. Fixture condition and water quality can affect performance and functionality regardless of retrofit equipment selected. ICS is not responsible for pre-existing conditions or drainage obstructions, nor prior assessment of fixture condition or water quality.
14. ICS assumes ownership and responsibility for the removal and disposal of all construction related materials, recycling, and removed facility equipment, other than hazardous materials such as lead or asbestos. The facility is responsible for any hazardous material abatement prior to the installation of this ECM.
15. Warranties are mostly one year from owner acceptance, but no longer than 90 days from substantial construction completion of the water fixture installation scope. Warranty labor is included for all workmanship related claims. Claims for material defects are per each manufacturer and generally do not include labor or shipping to the manufacturer. I-CON electronics and valving will receive a two year warranty.
16. Excessive work delays caused by the customer in excess of two hours per day, will be charged to the customer at prevailing wage per hour x all hours of delay x the number ICS employees and subcontract employees delayed compensating for unanticipated lost time.
17. All pricing in this proposal is valid for 150 days from the date of this proposal. Not all options may be combined or can stand alone. Pricing breakdowns are for informational purposes only and may not be severable. Contact ICS for final pricing configurations.



18. This project scope includes only the number of fixtures that are detailed in this proposal. If additional fixtures are identified to be added to the scope, a change order will be required.
19. Unless specified otherwise, ICS includes certain attic stock (turnover spares) for valves, controllers, transformers, and standard consumable parts. Extra fixtures are generally not included.
20. When specified in the proposal, payment and performance bonds are included project costs.
21. Permit Fees are not anticipated for this project based on the "retrofit" nature of the scope and permissible in the category of maintenance, and no major modifications to infrastructure are being performed. Municipalities and jurisdictions may, however, impose permit fees after the fact. We have not included permit fees but would seek reimbursement at cost if required.
22. We reserve the ability to utilize all Code approved materials and methods. Should the facility have a preference or prohibition which has a significant cost affect, that premium will result in a change order.

# CLAY COUNTY, FLORIDA

## Single/Sole Source Request

Supplier: I-Con \_\_\_\_\_


Goods/Services: Jail toilet/sink upgrade


Estimated annual expenditure for the above goods or service: \$339,861

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (more than one entry may apply).

1. ☒ SINGLE/SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's written certification as to single/sole source.)
2. ☒ SINGLE/SOLE SOURCE REQUEST IS FOR THE ONLY REGIONAL DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors.)
3. ☒ THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Attach memorandum describing basis for this request.)
4. ☒ THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum describing basis for this request.)
5. ☒ THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for this request.)
6. ☐ NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SINGLE/SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that the vendor identified as the supplier of the goods or services described herein be authorized and approved as a single/sole source provider.

  
DEPARTMENT/DIVISION SIGNATURE

  
DEPT /DIV

\_\_\_\_\_  
COUNTY MANAGER SIGNATURE

\_\_\_\_\_  
DATE

*For any anticipated Single Source or Sole Source purchases in an amount equal to or greater than \$50,000, a Notice of Intent to Single/Sole Source shall be posted on the County's website for at least seven (7) Business Days. If it is determined after reviewing information received from prospective Vendors that the Goods or Services are available only from a Single/Sole Source, a Notice of Intended Decision to Enter a Single/Sole Source Purchase shall be posted and brought before the Finance and Audit Committee for a recommendation to the Board.*

(PURCHASING USE ONLY) SINGLE/SOLE SOURCE AUTHORIZATION

NOTICE OF INTENT DATE: \_\_\_\_\_

BCC APPROVAL DATE: \_\_\_\_\_



**OFFICE OF THE SHERIFF**  
Clay County, Florida  
Sheriff Michelle Cook  
Office Memorandum

**Date:** April 2, 2025  
**To:** Karen Smith, Purchasing Director  
**From:** Tony Saunders, Facilities Manager  
**Subject:** I-CON – Jail Plumbing Retrofit; Sanitary Fixtures

---

The Board approved the installation of thirty-nine (39) high-security stainless steel toilets on September 22, 2020, to replace the remaining porcelain toilets and align with the existing I-CON toilets. On April 27, 2021, the Board also approved the installation of flush valves for existing toilets and the replacement of shower fixtures in the Jail. To maintain consistency, compatibility, and operational efficiency, it is essential to continue using I-CON. Standardizing all sanitary fixtures across the facility will streamline maintenance. Transitioning to a different system would require significant retrofitting, leading to higher costs, extended downtime, and potential operational disruptions.

The current upgrade will include replacing thirty-eight (38) old battery-powered flush valves with new, more reliable AC-powered flush valves. Six older lavatory valves will also be replaced with new, easy-to-use AC-powered valves. Additionally, new stainless-steel multi-station sinks will be installed. For easier maintenance, a tablet and wireless network equipment will be provided to manage the system. To support the new equipment, ICS will connect AC power from existing circuits to the new controllers and set up the communication system. A UPS system (battery backup) will also be installed to prevent power issues, particularly during generator switchovers.

A handwritten signature in blue ink, reading "Tony Saunders".

"Proudly Serving with Honor and Courage"



1/5/2024

To Whom It May Concern:

This letter is to confirm that the "I-CON System" is a sole source product/system (the "Product"), manufactured, sold and distributed exclusively by I-CON Systems, Inc. ("I-CON"). No division of I-CON, nor any other company, makes a similar, equal or competing product. This Product must be purchased directly by institutions from I-CON at the address listed above.

There is no other like item or product available for purchase that would serve the same function or meet the same specifications as the Product. I-CON's Products (or any portion thereof) are currently protected by intellectual property rights, including, but not limited to, trademarks, patents and pending patents in the U.S. and internationally. Additionally, all or a portion of our Products are designed specifically to meet each facilities' needs and are customized accordingly.

If you desire additional information, don't hesitate to contact me at (407) 365-6241 at any time or please visit our website at [www.i-con.com](http://www.i-con.com). Thank you for your interest in our products.

Sincerely,



Shawn Bush  
President and CEO  
I-CON Systems, Inc.



Clay County Jail  
901 N Orange Ave, Green Cove Springs, FL 32043  
Re: Clay County Jail I-CON Plumbing Retrofit

April 1st, 2025

Dear Adam Phillips,

In this letter, you will find a Scope of Work outlining the proposed repairs and upgrades to the facility. The below scope is based on the information you and Nick Bruns from I-CON have provided us.

- Replace (38) existing battery I-CON TruTouch flush valves with new AC powered TruTouch flush valves with quick connect solenoids.

- Existing battery valves to be replaced are located below:

Area	Qty
A1	6
D1	8
D2	8
G1	2
G2	6
H1	6
H2	2

- Existing body, downtube, and sensor will remain in place. Existing battery powered solenoid cap will be replaced with a new AC operated solenoid cap.
- Replace (6) existing pneumatic lavatory valves with new AC powered single temperature lavatory valves with quick connect solenoids in A1.
- Provide a Handheld Tablet, Wireless Network Interface, and Wired Network Interface for Maintenance.
- Install I-CON stainless steel multi-station lavatories and I-CON electronic lavatory valves. Areas exceeding 4 lavatory basins will receive multiple stations. Fixtures to be located in following areas:

Total Lav Basins	Area	Single	Dual	Triple	Quad
0	A1				
0	A2 (Visitation Remodel)				
8	D1				2
8	D2				2
2	G1		1		
6	G2		1		1
6	H1		1		1
2	H2		1		
32	Totals		4		6

- Install I-CON Envisage Water Management Consoles. Each Envisage System will be independent, communication system to be hybrid wired/wireless design, and controls the following areas:
  - 1 CPU controlling A1, A2, and B Pods.
  - 1 CPU controlling E and F Pods.
- ICS to install all necessary AC electrical power from the existing 20A circuits to the I-CON controllers, and communication backbone to support the I-CON System.
- ICS to install 1 double conversion lithium UPS with line conditioning to supply the 1 existing transformer in E. It is believed the existing generator blows the current fuse when the switchgear is transferred. While this UPS and Line Conditioner can't guarantee a solution, we at ICS have never encountered a facility where this product has not solved reasonable power quality issues.

The total project package price for this project is **\$339,861**. This proposal includes materials, plumbing installation, daily on-site project management, facility turnover parts (attic stock), bond, O & M documentation, material removal, a standard 1-year ICS labor warranty (per ICS Warranty Statement), and a 2-year I-CON parts warranty which includes all consumables (per I-CON Warranty Statement).



The goal of Intelligent Conservation Systems is to provide a turnkey savings product which is customized to each facility and budget. We are in constant pursuit of addressing every facility's needs to help conserve the County's fiscal, as well as natural resources. If there are any questions, please feel free to contact me at (407) 388-5915. I look forward to working with you and your team at Clay County Jail.

Sincerely,

Mike Campbell  
Intelligent Conservation Systems, Inc.  
3110 Camp Rd. Oviedo FL, 32765  
E-mail: [Mike.Campbell@ics.green](mailto:Mike.Campbell@ics.green)  
Cell: 407-388-5915





Clarifications and Disclaimers:

1. Acceptance and use of ICS Proposal/Documentation constitutes an agreement to include the Proposal and the following qualifications in any subcontract or purchase order as an attachment to the scope of work.
2. From the Notice to Proceed (NTP), substantial completion is estimated at 24 weeks. This schedule includes the facility audit, custom stainless steel design and fabrication, communication addressing, mapping per the Clay County facility layout, and turnkey installation.
3. Items not specially identified to be retrofitted or replaced are figured to remain in place.
4. Upstream and downstream infrastructure components are expected to be in functional condition prior to start of construction. These items include, but are not limited to, shutoff valves, water filtration, water treatment, pumps, heaters, pressure regulating valves, mixing valves, angle stops, piping, supports, insulation, fixture jets, or drainage. Repair or replacement by ICS would be at additional cost.
5. The customer will identify isolation valves prior to construction, and valves are expected to be in working order. Defective valves are the customer's responsibility to repair or replace.
6. We exclude costs associated with concealed conditions, which are any unobvious conditions not disclosed visually during the walk-through or in written bid documents.
7. This proposal is based on facility provided information as to suitable electrical availability, stability, and emergency capacity to operate electrical equipment according to NEC.
8. This proposal is based on reasonable access to a quantity of fixtures sufficient to maintain the anticipated schedule. We estimate this as contiguous accessibility to a minimum of 20 fixtures or cells, chases and associated plumbing components per day per crew. A minimum of two full-time dedicated escorts with necessary keys will be required for our scope, allowing two independent crews to perform the work. No costs for escorts have been included in this proposal. This proposal is also based on secured tool and material storage inside the facility, sufficient for at least one week of work.
9. For new fixtures (if applicable), siliconized caulking will be used. For correctional facilities, single part pick resistant security sealant will be used inside cells. Due to hardening cure times of caulking and sealants, users may need to be kept away from newly sealed areas.
10. When new fixtures are installed, waste flanges shall be reused. We include up to 5% flange repair. Additional flange repair, flange replacement, or carrier repair shall be at additional cost.
11. This proposal does not include painting or tile work. Based on experience, the facility is better suited to perform and manage this work (if needed). We strive to specify fixtures with fitment characteristics that reduce the need for finish touch-up.
12. Significant upstream scopes of work, shutdowns and maintenance are recommended to be performed prior to the water fixture retrofit scope, so as to not affect or damage new work which may be affected by upstream contaminants or conditions.
13. Fixture condition and water quality can affect performance and functionality regardless of retrofit equipment selected. ICS is not responsible for pre-existing conditions or drainage obstructions, nor prior assessment of fixture condition or water quality.
14. ICS assumes ownership and responsibility for the removal and disposal of all construction related materials, recycling, and removed facility equipment, other than hazardous materials such as lead or asbestos. The facility is responsible for any hazardous material abatement prior to the installation of this ECM.
15. Warranties are mostly one year from owner acceptance, but no longer than 90 days from substantial construction completion of the water fixture installation scope. Warranty labor is included for all workmanship related claims. Claims for material defects are per each manufacturer and generally do not include labor or shipping to the manufacturer. I-CON electronics and valving will receive a two year warranty.
16. Excessive work delays caused by the customer in excess of two hours per day, will be charged to the customer at prevailing wage per hour x all hours of delay x the number ICS employees and subcontract employees delayed compensating for unanticipated lost time.
17. All pricing in this proposal is valid for 150 days from the date of this proposal. Not all options may be combined or can stand alone. Pricing breakdowns are for informational purposes only and may not be severable. Contact ICS for final pricing configurations.



18. This project scope includes only the number of fixtures that are detailed in this proposal. If additional fixtures are identified to be added to the scope, a change order will be required.
19. Unless specified otherwise, ICS includes certain attic stock (turnover spares) for valves, controllers, transformers, and standard consumable parts. Extra fixtures are generally not included.
20. When specified in the proposal, payment and performance bonds are included project costs.
21. Permit Fees are not anticipated for this project based on the "retrofit" nature of the scope and permissible in the category of maintenance, and no major modifications to infrastructure are being performed. Municipalities and jurisdictions may, however, impose permit fees after the fact. We have not included permit fees but would seek reimbursement at cost if required.
22. We reserve the ability to utilize all Code approved materials and methods. Should the facility have a preference or prohibition which has a significant cost affect, that premium will result in a change order.



Agenda Item  
Clay County Board of County Commissioners

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

TO: Board of County Commissioners

DATE:

FROM: Administrative and Contractual  
Services

**SUBJECT:**

A) Approval of the Grant Agreement with the State of Florida Department of Environmental Protection (FDEP) for Funding of the Clay County Adaptation Plan Project in the amount of \$199,997.00. This is a cost reimbursable grant and requires all deliverables to be completed by March 31, 2027.

B) Approval of the accompanying Budget Resolution.

**Funding Source (Revenue):**

General Fund-All Grants Organization / Resilient Florida Adaption Plan Grant / Resilient Florida Adaption Plan-Professional Services

**AGENDA ITEM TYPE:**

---

**BACKGROUND INFORMATION:**

Grant funding is for the County to complete the Adaptation Plan Project to include a Plan consistent with the Florida Adaptation Guidebook that will include a list of prioritized projects that is developed from the results of a vulnerability assessment and lays out specific adaptation goals and strategies for a community to use as a planning guide. These plans often incorporate social and economic factors along with flood risks, to create a holistic, actionable plan for building a community's resilience.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted

(Yes/No/N/A):

**No**

**Funding Source (Revenue):**

General Fund - All Grants Organization / Resilient Florida Adaption Plan Grant / Resilient Florida Adaption Plan - Professional Services

**Account No:**

FD1000 - CC1233 - PRJ100822 - GR010187 - SC531000

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
<input type="checkbox"/> Contracts_FDEP Adaptation Plan Grant	Backup Material	4/2/2025	FDEP_Grant_-_25PLN30_-_Clay_County_Adaptation_Plan_-_For_Executionada.pdf
<input type="checkbox"/> Contracts_Bud Res Adapt Plan	Backup Material	4/3/2025	040825_Resolution_-_FY_24-25_General_Fund_FL_DEP_Clay_County_Adaption_Plan.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	4/2/2025 - 4:41 PM	Item Pushed to Agenda



<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF**, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

**Clay County**

**GRANTEE**

Grantee Name

By

(Authorized Signature)

Date Signed

**Betsy Condon, Chairman, Clay County Board of County Commissioners**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By

Secretary or Designee

Date Signed

**Alex Reed, Director of the Office of Resilience and Coastal Protection**

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

---

ORCP Additional Signatures

---

---

DEP Grant Manager, George Begley

---

DEP QC Reviewer, Stephanie Link

---

Grantee may add additional signatures below, if needed.

---



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
  - (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
  - (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**Attachment 1**

1 of 14

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

#### **Attachment 1**

2 of 14

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
  - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
  - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
  - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
  - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
  - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

## **Attachment 1**

3 of 14

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

#### **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

#### **Attachment 1**

4 of 14

- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
  - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
  - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
  - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
  - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
  - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

#### **Attachment 1**

5 of 14



that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

## **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

## **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

#### **Attachment 1**

7 of 14



arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

#### **20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

#### **21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

#### **Attachment 1**

8 of 14

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, 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 Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where**

**there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. 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;
- b. 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
- c. 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.

## **25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
  - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
  - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

## **26. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

### **Attachment 1**

10 of 14

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

## **27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

## **28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## **29. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

## **Attachment 1**

11 of 14

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

### **30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

### **31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

### **32. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

### **33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

## **Attachment 1**

12 of 14



is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Disclosure of Gifts from Foreign Sources.**

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

**41. Food Commodities.**

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

**42. Anti-human Trafficking.**

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

**43. Iron and Steel for Public Works Projects.**

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

**44. Complete and Accurate information.**

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

**45. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 25PLN30**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Clay County Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

**Attachment 2**

2 of 3

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

**16. Additional Terms.**

None.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 25PLN30**

**ATTACHMENT 3**

**PROJECT TITLE:** Clay County Adaptation Plan

**PROJECT LOCATION:** The Project is located within Clay County, Florida.

**PROJECT DESCRIPTION:**

The Clay County Board of County Commissioners (Grantee) will complete the Clay County Adaptation Plan Project (Project) to include an Adaptation Plan (AP) consistent with the Florida Adaptation Guidebook. The Project will include public outreach and stakeholder engagement.

**TASKS AND DELIVERABLES:**

**Task 1: Kick Off Meeting**

**Description:** The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The Grantee will prepare the agenda, draft project schedule, presentation, and other meeting materials as necessary.

**Deliverables:** The Grantee will provide the following:

- **1.1:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

**Task 2: Steering Committee Meetings**

**Description:** The purpose of steering committee meetings is to oversee and assist a project from the management level. Steering committees may assist by reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, assist in identifying available data and resources, identify relevant assets, and recommend focus areas for public input. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process. The Grantee should coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process.

**Deliverables:** The Grantee will provide the following:

- **2.1:** For each meeting, the agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, steering committee input, and outcomes.

**Task 3: Public Outreach Meeting**

**Description:** The Grantee will conduct a public outreach meeting during the initial development of the AP. The purpose of the meeting is to distribute results of the Vulnerability Assessment and allow the public to provide input during the initial planning stages, to include input on preferred methodologies and existing geographic, social, structural, and environmental conditions. Additionally, the Grantee will conduct exercises to encourage the public to prioritize the critical assets in preparation for the development of adaptation strategies and project development. The Grantee will prepare any desired social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- **3.1:** The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

#### **Task 4: Draft Adaptation Needs and Strategies**

**Description:** The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

**Deliverables:** The Grantee will provide the following:

- **4.1:** A draft AP.

#### **Task 5: Community Prioritization of Adaptation Needs**

**Description:** The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- **5.1:** The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

#### **Task 6: Final Adaptation Plan**

**Description:** The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

**Deliverables:** The Grantee will provide the following:

- **6.1:** A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

#### **Task 7 Public Presentation**

**Description:** The Grantee will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- **7.1:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the “Conduct Steering Committee Meetings” and “Peril of Flood Compliance” tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department’s Grant Manager prior to submitting any subsequent deliverables. The Department’s Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement’s Date of Expiration, and in coordination with the Department’s Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement’s Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement’s Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee’s full or partial completion of a task’s deliverable(s) and acceptance by the Department’s Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required

DEP Agreement No.: 25PLN30

Page 3 of 4

Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	\$10,000	\$0	\$10,000	7/1/2024	12/31/2025
2	Steering Committee Meetings	\$25,000	\$0	\$25,000	7/1/2024	3/31/2027
3	Public Outreach Meeting	\$10,000	\$0	\$10,000	7/1/2024	6/30/2026
4	Draft Adaptation Needs and Strategies	\$50,000	\$0	\$50,000	7/1/2024	9/30/2026
5	Community Prioritization of Adaptation Needs	\$15,000	\$0	\$15,000	7/1/2024	12/31/2026
6	Final Adaptation Plan	\$79,997	\$0	\$79,997	7/1/2024	3/31/2027
7	Public Presentation	\$10,000	\$0	\$10,000	7/1/2024	3/31/2027
Total:		<b>\$199,997</b>	<b>\$0</b>	<b>\$199,997</b>		



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

**Attachment 5**

1 of 6

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5**

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

# EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B		CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

Attachment 5, Exhibit 1  
5 of 6

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	24/25	37.098	Resilient Florida Programs	199,997.00 140078
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$199,997.00
-------------	--------------

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

**General**

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov).
2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.
3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) upon completion of the project, which may be after the Agreement's Date of Expiration.
7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

### **Implementation Grants**

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

### **Grants Funded with American Rescue Plan Act (ARPA) Funds**

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT A  
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT C  
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**EXHIBIT F**  
**DEP AGREEMENT NO. 25PLN30**  
**CLAY COUNTY ADAPTATION PLAN**

**Clay County**

**Final Project Report**



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

## **Part I. Executive Summary**

## **Part II. Methodology**

## **Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

## **Part IV. Further Recommendations**

### **Instructions for completing Exhibit F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.





Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM  
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 25PLN30

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

**I have read and understand the terms of this release.**

Owner signature: \_\_\_\_\_ Date: \_\_\_\_\_

Photo/video/audio/artwork/recording  
file name(s): \_\_\_\_\_

Location of photo/video/audio  
recording/artwork: \_\_\_\_\_

Name of person accepting Work submission \_\_\_\_\_

Exhibit G, DEP Agreement #: 25PLN30

11/19/2021

Page 1 of 1

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: **25PLN30**

Project Title: **Clay County Adaptation Plan**

Grantee: **Clay County**

---

Subcontractor: \_\_\_\_\_

*Note: Submit separate Exhibit H Certification for each additional subcontractor.*

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

---

Grantee's Grant Manager Signature

---

Print Name

---

Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT I  
VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST**

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist**, for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

## CLAY COUNTY RESOLUTION NO. 2024/2025-

**WHEREAS**, the following revenue from the State of Florida Department of Environmental Protection 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 complete an Adaption Plan (AP) based on the earlier Resilient Florida Flood Vulnerability Study.

**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:		\$	175,422,448
Additions to General Fund (FD1000)			
General Fund / All Grants Organization / Resilient Florida Adaption Plan Grant / Resilient Florida Adaption Plan / State Grants – Physical Environment	FD1000-CC1233- PRJ100822- GR010187-RC334300	\$	199,997
Amended Total Revenue		\$	175,622,445

### APPROPRIATION

Prior Fund Total:		\$	175,422,448
Additions to General Fund (FD1000)			
General Fund / All Grants Organization / Resilient Florida Adaption Plan Grant / Resilient Florida Adaption Plan / Professional Services	FD1000-CC1233- PRJ100822- GR010187-SC531000	\$	199,997
Amended Total Appropriation		\$	175,622,445

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida, this 8th day of April, 2025.

Board of County Commissioners Clay  
County, Florida

---

Betsy Condon, 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, April 8 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Caleb Risinger, Real Estate  
Acquisitions Manager

SUBJECT: Approval to use alternative procedure to notice public hearings for the consideration of potential purchase and sale agreement for the purchase of real property for the purpose of additional parking for the Tax Collector's office in Keystone Heights.

AGENDA ITEM TYPE:

---

**BACKGROUND INFORMATION:**

The property is located off NE Commerce Circle, adjacent to county-owned land that houses the Keystone Heights Tax Collector and Senior Center. This approval is necessary for staff to begin speaking to property owner and gathering addition information about the property for the possibility to purchase. Any further action will be brought back to the Board for consideration and approval.

**Planning Requirements:**

**Public Hearing Required (Yes\No):**

**No**

**Hearing Type:**

**Initiated By:**

N/A

**ATTACHMENTS:**

Description	Type	Upload Date	File Name
Request for Alt Cover Memo		4/3/2025	Memo__KH_lot_ivo_Tax_Collector.ADA.pdf

**REVIEWERS:**

Department	Reviewer	Action	Date	Comments
------------	----------	--------	------	----------

Administrative  
and  
Contractual  
Services

Streeper, Lisa    Approved

4/2/2025 - 4:41 PM

Item Pushed to  
Agenda





## Real Estate Acquisitions

PO Box 1366  
Green Cove Springs, FL  
32043

Area Code: 904  
Phone: 529-3857

**County Manager**  
Howard Wanamaker

### Commissioners:

John Sgromolo  
District 1

Alexandra Compere  
District 2

Jim Renninger  
District 3

Betsy Condon  
District 4

Kristen Burke, DC  
District 5

**claycountygov.com**



April 8, 2025

## **MEMORANDUM**

TO: Board of County Commissioners

FROM: Caleb Risinger, Real Estate and Land Conservation Manager

RE: Approval to use alternative procedure to notice public hearings for the consideration of potential purchase and sale agreement for real property in order to provide additional parking for the tax collector facility in Keystone Heights

Property:  
20-08-23-002189-008-01

Section 125.355, Florida Statutes, governs the procedure a County government must follow in order to purchase real property. The process requires a thirty-day notice published prior to the board meeting where the Board will consider entry into a real estate purchase agreement. The statute gives local governments the option to adopt an alternative method of advertising its intent to enter into a purchase and sale agreement if it does not need to keep offers for purchase confidential. The County adopted an ordinance codified at Section 2-175 of the Clay County Code which simplifies the process as follows:

### **Sec. 2-175. - Procedure and alternative procedure for approval of real property purchase agreements.**

(a) Unless the board of county commissioners shall give direction as provided in subsection (b) that the alternative procedures provided in subsection (c) be observed in connection with the county's proposed acquisition by purchase of a specifically identified parcel or parcels of real property, the procedures provided in Section 125.355, Florida Statutes, shall be observed for all proposed acquisitions by purchase of real property by the county.

(b) At the direction given by a super majority of the quorum of the board of county commissioners at any regular or special meeting thereof with respect to any specifically identified parcel or parcels of real property, the alternative procedures provided in subsection (c) shall be observed for the proposed purchase by the county of such specifically identified parcel or parcels of real property.

(c) Upon the giving by the board of county commissioners of the direction as provided in subsection (b) with respect to any specifically identified parcel or parcels of real property, any and all written appraisals procured or received by the county related to such specifically identified parcel or parcels of real property prior to or following the giving of such direction, and any and all written offers and counteroffers made or received by the county related to such specifically identified parcel or parcels of real property prior to

or following such direction shall be available for immediate public disclosure and shall not be exempt from the provisions of Section 119.07(1), Florida Statutes. Upon the giving by the board of county commissioners of the direction as provided in subsection (b) with respect to any specifically identified parcel or parcels of real property, said board shall be authorized at any subsequent regular or special meeting thereof to enter into any agreement or agreements for the purchase of such specifically identified parcel or parcels of real property upon such terms and conditions as said board shall deem appropriate without the procurement or receipt of any appraisal related thereto following a public hearing preceded by the publication at least five (5) days prior thereto of notice of said board's intent to consider the same. Such notice shall appear in a newspaper of general circulation within the county that is published on at least a weekly basis.

The use of the alternative procedure significantly decreases the notice period before which a purchase and sale agreement can be considered by the Board from 30 days to 5 days published notice. In order to use the alternative procedure, all appraisals for the property which have been received by the County must be made available to the public as soon as the Board approves the use of the shortened notice period.

It is important to note that the Board is not being asked to approve any purchase today. If a real estate purchase and sale agreement is negotiated, it will be brought back to the Board for consideration at a public hearing at a subsequent meeting.

Approval by the Board by a supermajority vote is requested to approve the use of the alternative method for any purchase and sale agreement for the specified parcel.





Agenda Item  
Clay County Board of County Commissioners

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

TO: Board of County Commissioners

DATE:

FROM: Purchasing Department

**SUBJECT:**

Approval of Mitigation Bank Credit Reservation and Purchase Option Agreement with Sundew Mitigation Bank, LLC in the amount of \$177,000 for the purchase of required mitigation credits for the Spencer Industrial Drive Project.

Funding Source:

Capital Improvement Plan Projects Fund - Non-Capital Improvement Element - Spencer Industrial Complex - Infrastructure

**AGENDA ITEM TYPE:**

---

**BACKGROUND INFORMATION:**

The purchase of mitigation credits will be used to offset wetland impacts pertaining to permit number 228248-1 issued by the St. Johns River Water Management District and permit number SAJ-2024-05043-JRP issued by the U.S. Army Corps of Engineers for the Spencer Industrial Drive Project.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted

(Yes\No\N/A):

**Yes**

Funding Source:

Capital Improvement Plan Projects Fund - Non-Capital Improvement Element -Spencer Industrial Complex - Infrastructure

Account No:

FD3003 - CC1232 - PRJ100561 - SC563000

Sole Source (Yes/No):

**No**

Advanced Payment

(Yes/No):

**No**

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Agreement_Sundewmitigation	Agreement/Contract	4/7/2025	Agreement_Sundewmitigation.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	4/4/2025 - 11:51 AM	Item Pushed to Agenda

SUNDEW MITIGATION BANK  
CREDIT RESERVATION AND PURCHASE OPTION AGREEMENT

Sundew Mitigation Bank, LLC, the Owner of the Sundew Mitigation Bank (hereinafter "Seller") does hereby reserve and set aside for future assignment for the sole benefit of Clay County, a political subdivision of the State of Florida (hereinafter "Buyer") 2.36 herbaceous mitigation credits off Seller's St. Johns River Water Management District ledger and 0.21 WRAP mitigation credits off Seller's U.S. Army Corps of Engineers ledger (collectively, the "Credits") from its Sundew Mitigation Bank.

**Buyer's Representations:** The Buyer represents and warrants to Seller that these Credits are to be used to offset wetland impacts pertaining to permit number 228248-1 issued by the St Johns River Water Management District and permit number SAJ-2024-05043-JRP by the U.S. Army Corps of Engineers for a development known as Spencer Industrial Drive and County Road 218 Improvements Clay County, FL (the "Project"). It is the sole responsibility of the Buyer to assure that the Credits hereby purchased are sufficient to offset the specific proposed wetland impacts for the Project.

**Purchase of Option:** The total purchase price for the Credits is \$ 177,000 ("Credit Price"), which is based on a price of \$ 75,000 per credit.

**The Final Exercise Date:** Notwithstanding any position in the Option Agreement to the contrary, the full amount of the Credit Price shall be due on or before April 16<sup>th</sup>, 2025.

In the event Buyer shall fail to make full payment of the Credit Price by the Final Exercise Date, Buyer can no longer exercise this Option and Seller may retain all payments received by Seller.

**Remedies:** If the purchase of the Credits is not consummated on account of Buyer's failure to make timely payment or Buyer's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain all payments received as full and complete liquidated damages for such default of Buyer, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer: (i) for specific performance of this Agreement, or (ii) to recover the balance of the Credit Price. In the event Seller defaults Buyer shall have the right to seek a return of the Option Payment Amount.

**Assignment:** This Agreement is not assignable by the Buyer. Seller in Seller's sole and absolute discretion, may consent to an assignment to an affiliate of the Buyer. For purposes of this paragraph, an affiliated entity of Buyer shall include any entity that is controlled by Buyer or under common control with Buyer, whether by reason of ownership interests, management or contractual relationship, with the intention that such common control shall continue indefinitely. Upon such assignment, Buyer shall remain fully liable hereunder to Seller to assure the affiliated entity performs all of its obligations hereunder. In the event of the sale of the property by the Buyer, the credits will be transferred to the purchaser.

**Repurchase Option:** Upon payment in full for the Credits by Buyer and the assignment of the same to Buyer and/or the Project, the same shall become the property of the Buyer and, to the extent not utilized by the Buyer for the Project, the Buyer shall be free to sell, assign or transfer any excess Credits not needed by Buyer, to any person or entity as it may determine; provided, however, Buyer shall first provide the Seller written notice giving Seller a ten (10) day period from the date of delivery of the notice to purchase such Credits. Seller shall notify Buyer in writing within said ten (10) day period whether or not it elects to purchase the Credits. If Seller elects to purchase all or some of the Credits, the closing of the sale of the Credits from Buyer to Seller shall occur within ten (10) days from the date Seller notifies Buyer of its intention to purchase the Credits. The purchase price for the Credits shall be \$ 75,000 per credit. If Seller does not elect to purchase said Credits, then this Repurchase Option shall terminate, and Buyer shall be free to dispose of said excess Credits in any manner it may determine. Seller agrees to cooperate with Buyer, without cost or expense to Seller, upon Buyer's reasonable request, including, without limitation, execution of documents as are reasonably necessary, to allow Buyer to sell, assign or transfer such excess credits. This covenant to re-offer the Credits to the Seller shall continue indefinitely.

**Public Records:** The Seller acknowledges the Buyer'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 Seller acknowledges that the Buyer 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. The Seller will comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement. A request to inspect or copy public records relating to the Agreement must be made directly to the Buyer.

**IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

**Corrections:** If requested by Seller, the Buyer agrees to cooperate fully and in a timely manner to assist Seller in correcting errors and/or omissions which may exist in this Agreement, the

reservation letter, allocation letter or other related documents, when correction is deemed by the Seller to be desirable or necessary.

All payments shall be made to: TGC Sundew/Nochaway, LLC, and delivered to: 480 S US 17 San Mateo, FL 32187. *Upon receipt of the fully executed credit reservation and purchase agreement, Seller will send a Notice of Credit Reservation to the Buyer. Upon receipt of the full payment of Credit Price Amount, Seller will send a Notice of Credit Allocation to the Buyer.* Notice for any party may be at the address set forth herein.

FOR BUYER:

FOR SELLER:

**Clay County, a Political Subdivision of the State of Florida**

**Sundew Mitigation Bank, LLC**

By: \_\_\_\_\_  
Betsy Condon  
Its Chairman

By: Ernest Hale  
Ernest Hale  
As Its Manager

Address: Administration Building  
477 Houston Street  
Green Cove Springs, FL 32043

Date: 4/4/25,  
(The "Date of this Option Agreement")

Phone: 904-284-6388  
(Required)

ATTEST:

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





Agenda Item  
Clay County Board of County Commissioners

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

TO: DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

---

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Project Highlights 4.4.25	Backup Material	4/4/2025	Project_Highlights_4.4.25.ADA.pdf
▢ Projects List for 4.8.25 BCC Meeting	Backup Material	4/4/2025	Projects_List_for_4.8.25_BCC_Meeting.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	4/2/2025 - 4:41 PM	Item Pushed to Agenda



Personnel and Benefits  
Division

Physical Address:  
477 Houston Street,  
Green Cove Springs,  
Florida 32043

Mailing Address:  
P. O. Box 1366,  
Green Cove Springs,  
Florida 32043

Phone: 904-278-4719  
904-529-4719

**County Manager**  
Howard Wanamaker

**Commissioners:**

John Sgromolo  
District 1

Alexandra Compere  
District 2

Jim Renninger  
District 3

Betsy Condon  
District 4

Kristen Burke, DC  
District 5

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



April 4, 2025

To: Clay County Board of County Commissioners

From: Ed Dendor, Director of Capital Projects  
Richard Smith, Engineering Director  
Eric Pope, Public Works Director  
Justin Pierce, Parks and Recreation Division Director  
Gene Price, Facilities Operations and Maintenance Division Director

## Project Updates- Highlights

### Capital Projects

- PRJ100357 Fire Station 22
  - Project Brief: The Project consists of constructing a new Fire Station off of CR 220 and Arena Rd. This is a P3 project with Fortress.
  - Current Status:
    - 90% IRC has been approved through IRC.
    - Waiting on SJRMD comments, and offsite signal design so Fortress can submit final signed and sealed plans which will then go through the development review process.
    - Finalizing comprehensive agreement with Fortress which will be going to the board for approval.
  - Challenges:
    - Satisfying all requirements by SJRWMD to receive district permit.
- PRJ100210 Animal Services Building
  - Project Brief: The project consists of constructing a +/-32,000 sqft 1-story Animal Services Shelter and Care Facility. The complex will be placed on property owned by the County located at 2511 County Road 220, Middleburg.
  - Current Status:
    - Construction- SJRWMD permit approved 3/24/25. The BLDG permit approved 3/31/25.
    - Groundbreaking event scheduled between May-June.
  - Challenges:
    - Currently on schedule/ no current challenges.

### **Public Works**

- All PW Projects in relation to this meeting are complete. No projects to report at this time.

### **Parks & Recreation**

- Foxmeadow Tennis Courts: Fence installation is completed. Surfacing and installation of tennis equipment is underway and project is on track to be completed by May 2<sup>nd</sup>.
- Oakleaf Playground: Equipment is scheduled to arrive onsite Friday April 11<sup>th</sup>. Expected installation date to begin April 28<sup>th</sup> weather pending.

### **Facilities**

- PRJ100302 Fairgrounds – FDACS Livestock Pavilion Infrastructure – We are working with the awarded contractor to mobilize after the Clay County Fair to begin work reshaping the retention pond and bringing in a new electric service to support the increased demand. This project will help establish the required infrastructure for future projects at our Fairgrounds.
- PRJ100475 – Tax Collector Office Keystone Heights – The awarded contractor has mobilized on site to begin the renovation of a county facility to support the operations of the Clay County Tax Collector Office in Keystone Heights. This project is scheduled to be completed in late fall and the Tax Collector Office will message when they intend on opening for business at this location.

### **Engineering**

- Work continues on Phase 1 and Phase 2 of the CR 220 widening and bridge replacement project. The first bridge piles were driven last week, and the old bridge will be removed in the upcoming weeks. Please continue to drive carefully through the construction zone and respect the construction workers.
- The Notice to Proceed was issued on April 1, 2025 to Besch & Smith Contractors to begin work on Live Oak Lane. Expect construction traffic in the area as the 345-day project to pave Live Oak Lane and install a SUN Trail from Old Jennings Road to the Jennings State Forest FWC entrance commences.

## Project Updates

Project	Project Description	Project Current Phase
PRJ100677 2nd Floor Office Remodel	To have space remodeled to accommodate current and future growth	Design > Design
PRJ100684 2nd Set of Bunker Gear	To provide second set of bunker gear.	Procurement/Delivery > Procurement/Delivery
PRJ100558 4th Floor and Entry Design and Renovation	This project covers costs associated with design and reno of the 4th floor entrance	Design > Design (10/24/2023 - 04/04/2025)
PRJ100611 Administration Building - 3rd and 4th Floor Renovation		Scope > Scope
PRJ100689 Aging True - Green Cove Springs HVAC	Replace 20 ton unit	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100753 Aging True - Green Cove Springs Office Renovations	Project to renovate office space within the Green Cove Springs Aging True building to accommodate space for Community Services and Veteran Services	Construction/Delivery > Construction/Delivery
PRJ100690 Aging True - Green Cove Springs Pressure Cleaning	Pressure clean building	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100707 Aging True - Keystone Heights Bathroom Renovation	Renovate bathrooms	Scope > Scope
PRJ100709 Aging True - Keystone Heights Gutter Replacement	Replace gutters	Construction/Delivery > Construction/Delivery
PRJ100775 Aging True - Keystone Heights Parking Lot	To repave parking lot at the Keystone Heights branch for Aging True. Getting reduced costs to pave at the same time as the Tax Collector Building renovations/parking lot project.	Construction/Delivery > Construction/Delivery
PRJ100776 Aging True - Middleburg Building Siding	This project covers the siding replacement at the Middleburg Senior Center Building	Construction/Delivery > Construction/Delivery
PRJ100706 Aging True - Orange Park Flooring	Replace vinyl flooring	Scope > Scope
PRJ100708 Aging True - Orange Park Fountain Upgrade	Upgrade water fountain	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100705 Aging True - Orange Park Parking Lot Lights	Replace exterior lights in parking lot	Scope > Scope
PRJ100554 Air Conditioning - Ducts - Controls - Old Side	This project covers costs associated with the air conditioning and ducts at the court house	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100781 Ambulance Billing Office Renovations	Renovation of the the old dental building to house the Ambulance Billing staff	Construction/Delivery > Construction/Delivery
PRJ100693 Amenity Sunshades	Installation of shade structures over various playground equipment, bleachers, and park amenities.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100477 Americans with Disabilities (ADA) Plan	This project covers the ADA Plan	Construction/Delivery > Construction/Delivery
PRJ100210 Animal Services Building	The Project shall consist of the construction of Clay County Animal Services Shelter and Care Facility ("Shelter"), which shall include, but not be limited to, kennels, offices, and medical space for veterinarian services. The Shelter will be placed on property owned by the County located at 2511 County Road 220, Middleburg, Florida 32068. The size of the Shelter is estimated to be between 28,000 and 32,000 square feet.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100540 Athletic Fields Safety Netting	This project covers Athletic Fields Safety Netting	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
PRJ100478 Black Creek Bike Trail	This project covers Black Creek Bike Trail	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100696 Bleacher and Bench Replacement	Replacement and standardization of bleachers and benches at various diamond fields	Scope > Scope
PRJ100625 Boat Ramp Storm Damage Repairs	This project is associated with boat ramp storm damage repair tasks.	Design > Design
PRJ100479 Bridge 710027 CR 220\Knight Boxx	This project is related to bridge maintenance and repairs.	Scope > Scope
PRJ100480 Bridge 710048 Old Carter Road	This project is related to bridge maintenance and repairs.	Scope > Scope
PRJ100481 Bridge 710053 North Chickory Ave	This project covers repairs and maintenance to the bridge located on N Chickory Ave	Scope > Scope
PRJ100482 Bridge 714056 CR209 North Haven Rd	This project is related to bridge maintenance and repairs.	Scope > Scope

## Project Updates

PRJ100685 Brush Truck Conversions	To purchase skid packs and specialized equipment to convert old rescue units or one ton or larger pickup trucks into wild land response vehicles.	Scope > Scope (10/01/2024 - 09/30/2025)
PRJ100387 Building Department Building	items related to the new building department building	Construction/Delivery > Construction/Delivery (11/15/2024 - 11/07/2025)
PRJ100675 Building Maintenance Equipment Storage	Storage facility to house equipment to increase longevity of the equipment	Scope > Scope
PRJ100366 Burn Building	This project will cover the cost of securing/building a burn building. These buildings are used in training Clay County Fire Rescue members.	Design > Design
PRJ100483 CAD Implementation	This covers the CAD Implementation project.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100485 Camera System Upgrades - Environmental Services	This project covers camera systems upgrades at the environmental services areas.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100721 Camp Chowenwaw Amphitheater	Demolition and installation of new amphitheater for events and programs	Scope > Scope (10/01/2025 - 09/30/2026)
PRJ100486 Camp Chow Board Walk Repairs	This project covers the Camp Chow Board Walk Repairs	Scope > Scope
PRJ100487 Camp Chow Building Repairs	This project covers building improvements at Camp Chow	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100488 Camp Chow Roadway Improvements	This project covers roadway improvements at Camp Chow	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100489 Camp Chow Septic Tank Stabilization	This project covers the Camp Chow Septic Tank Stabilization	Scope > Scope
PRJ100491 Carl Pugh Drainage	This covers projects related to the Carl Pugh Drainage project	Pre-Design > Pre-Design
PRJ100609 CCSO Building 500 Build Out	This project covers the CCSO Build Out of Building 500 on Town Center Blvd in Fleming Island.	Design > Design (05/15/2024 - 08/11/2025)
PRJ100187 Cheswick Oaks Avenue Extension		Scope > Scope (10/01/2025 - 09/30/2026)
PRJ100670 Chiller Coil Replacement at EOC	This project covers costs associated with replacing the chiller coil at the EOC	Construction/Delivery > Construction/Delivery
PRJ100674 Clay County Archives Renovation	Design services to be used by Grants to request funding of renovations	Scope > Scope
PRJ100399 Clay County Flooding Vulnerability Assessment	This project includes flooding vulnerability assessment tied to the ARPA Storm water Study	Construction/Delivery > Construction/Delivery
PRJ100560 Clay County Greenways Expansion	This project code covers the Clay County Greenways expansion project.	Pre-Construction/Procurement > Pre-Construction/Procurement (12/26/2024 - 02/11/2025)
PRJ100492 College Drive Initiative (CDI) Charrette	This is related to the College Drive Initiative projects.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100194 College Resurfacing Restoration And Rehabilitation CR220 To SR21	This project covers the RRR on College Drive from SR 21 to CR 220	Construction/Delivery > Construction/Delivery
PRJ100676 County Building Analysis	To have subject matter experts evaluate current conditions of County buildings to determine future planned projects.	Scope > Scope
PRJ100199 CR209 - CR315 B - Sandridge	Upgrades to CR 209 from Peters Creek to Sandridge	Construction/Delivery > Construction/Delivery
PRJ100196 CR209 - US17 To CR315 B	This project covers the conversion to 4 lanes of CR 209 from Peters Creek S to US 17	Construction/Delivery > Construction/Delivery
PRJ100186 CR218 Extension	This project involves the extension of CR218 in Clay County- Cathedral Oaks	Scope > Scope (03/01/2025 - 09/30/2025)
PRJ100147 CR218 Wide Pinetree Cosmo	This projects provides roadway, utility relocation, and drainage design and construction (and other miscellaneous work) on CR 218 from Cosmos Avenue to Pine Tree Lane in Middleburg, Florida	Construction/Delivery > Construction/Delivery
PRJ100201 CR220 Baxley To Henley	Upgrades to CR220 - Baxley Rd. to west of Henley Rd.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100171 CR220 - Henley Road To Knight Boxx	This projects included improvements on CR220 - Henley Road To Knight Boxx	Construction/Delivery > Construction/Delivery (01/20/2025 - 08/13/2026)
PRJ100221 CR220 - Quadrant Intersection	This project covers the CR220 - Quadrant Intersection	Construction/Delivery > Construction/Delivery (12/18/2024 - 03/08/2026)
PRJ100197 CR220 Resurfacing Restoration And Rehabilitation Swim Pen Creek	This projects cover the RRR of CR 220 from Swimming Pen Creek to US 17	Pre-Construction/Procurement > Pre-Construction/Procurement (01/02/2025 - 03/11/2025)

## Project Updates

PRJ100212 CR220 - SR21 To Henley	This project covers the upgrades to CR 220 from SR 21 to Henley Rd	Construction/Delivery > Construction/Delivery (12/18/2024 - 03/08/2026)
PRJ100493 Doctors Lake Site Improvements	This project covers the site improvements for Doctors Lake.	Design > Design
PRJ100802 Drain Field - Fire Station 23		Construction/Delivery > Construction/Delivery (12/19/2024 - 03/20/2025)
PRJ100799 Drainage - Breckenridge Drive	ARPA drainage project for Breckenridge Drive	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100812 Drainage - Capella Road	Underdrain improvement in ARPA for Capella Road	Construction/Delivery > Construction/Delivery
PRJ100811 Drainage - Halperns Way	Drainage repair project in ARPA for Halperns Way	Construction/Delivery > Construction/Delivery
PRJ100773 Drainage - Laurel Drive	ARPA drainage project for Laurel Dr	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100801 Drainage - Loch Rane Boulevard	Loch Rane Blvd drainage CIPP project	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100798 Drainage - Marquois Drive	ARPA drainage project for Marquois Drive	Construction/Delivery > Construction/Delivery
PRJ100494 Drainage Oakleaf Sports Complex	This project covers Drainage Oakleaf Sports Complex	Design > Design
PRJ100771 Drainage - Richard Lee Street	ARPA drainage project for Richard Lee St	Construction/Delivery > Construction/Delivery (01/06/2025 - 04/06/2025)
PRJ100772 Drainage - Robin Road	ARPA drainage project for Robin Road	Construction/Delivery > Construction/Delivery (01/02/2025 - 03/03/2025)
PRJ100576 Drainage - Storm Water	This project is a placeholder for various storm water drainage improvements and maintenance projects throughout the	Scope > Scope (10/01/2025 - 09/30/2026)
PRJ100774 Drainage - Timberline Drive	ARPA drainage project for Timberline Dr	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100498 Emergency Management Overhang	This project covers tasks related to the emergency management overhang located at the EOC	Design > Design
PRJ100733 Emergency Management Plans - Rewrite Develop and Update	For expenses/purchases needed to meet the appropriate qualifications in acquiring the Emergency Management Accreditation Program status to increase FEMA reimbursement percentages.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100500 Environmental Center Compactors		Scope > Scope
PRJ100519 Exterior Building Sealant	This project covers costs associated with the exterior building sealant	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100692 Exterior Painting of Emergency Operations Center (EOC)	Cleaning and painting of the exterior of the EOC including concrete fence in and out.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100501 Extrication Equipment	This project covers the purchasing of extraction equipment related to public safety.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100284 Fairgrounds Events Center	This projects covers infrastructure improvements for the Clay County Fairgrounds	Design > Design
PRJ100302 Fairgrounds - FDACS Livestock Pavilion Infrastructure	This project covers the infrastructure for the livestock pavilion.	Pre-Construction/Procurement > Pre-Construction/Procurement (11/14/2024 - 01/14/2025)
PRJ100173 Fairgrounds Sewer Improvements	This project covers the improvements at the Clay County Fairgrounds, including but not limited to, sewer and water improvements.	Design > Design
PRJ100203 First Coast Connector CR315 To First Coast Expressway	Construction of the First Coast Connector CR315 To First Coast Expressway	Construction/Delivery > Construction/Delivery
PRJ100202 First Coast Connector From US17 To CR315	Construction of the FCC from Maryland Ave. to US17	Pre-Construction/Procurement > Pre-Construction/Procurement (09/30/2024 - 09/30/2024)
PRJ100450 FEMA Hazard Mitigation - Indigo Branch Drainage - Design	This project covers FEMA Hazard Mitigation - Indigo Branch Drainage - Design	Design > Design
PRJ100503 Fire Master Plan	This project covers the cost associated with a master fire plan	Construction/Delivery > Construction/Delivery
PRJ100507 Fire Rescue Storage Sheds	This project covers costs associated with the purchasing of storage sheds for Fire Rescue	Scope > Scope
PRJ100563 Fire Station 1 - Branan Field	This project covers the tasks associated with Fire Station 1	Design > Design
PRJ100687 Fire Station 13 Front Room Renovation	To renovate large front room to create new bunk room and storage.	Scope > Scope
PRJ100615 Fire Station 14 - Kitchen Renovation	This covers tasks associated with the fire state 14 kitchen renovation project.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100651 Fire Station 14 - Parking Lot Paving	This project covers the parking lot paving of FS 14	Post-Construction/Delivery > Post-Construction/Delivery

## Project Updates

PRJ100285 Fire Station 15 - Lake Asbury	This project is to cover the design and construction of fire station 15 in the Lake Asbury area of Clay County.	Pre-Design > Pre-Design
PRJ100686 Fire Station 17 Shower Addition	To add additional shower capacity for six person fire station.	Scope > Scope
PRJ100614 Fire Station 18 - Bathroom Remodel	This project covers costs associated with remodel of the bathroom at fire station 18	Construction/Delivery > Construction/Delivery
PRJ100810 Fire Station 18 Front Parking Lot Replacement	This project covers the demolition and reconstruction of the FS 18 parking lot, including, the striping of the parking lot and the Parking lot & Apparatus apron	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100744 Fire Station 18 HVAC Replacement	to replace and upgrade the HVAC system at station 18	Construction/Delivery > Construction/Delivery
PRJ100357 Fire Station 22 - Fleming Island	This project is to cover the design and construction of Fire Station 22 in the Fleming Island area of Clay County.	Design > Design
PRJ100286 Fire Station 24 - Virginia Village	Project shall consist of the design and construction of the new Clay County Fire Station 24, located at the intersection of Sweat Road and CR 226. The total area of Fire Station 24 will be approximately 13,000 square feet.	Design > Design
PRJ100754 Flashing Beacon Speed Indicators	This project covers purchase and installation of flashing beacon speed indicators	Scope > Scope
PRJ100510 Fleming Island Library HVAC	This project covers the Fleming Island Library HVAC system.	Construction/Delivery > Construction/Delivery
PRJ100720 Fleming Island Library Parking Lot	Resurface and stripe the existing Fleming Island Library parking lot.	Scope > Scope
PRJ100621 Flock Cameras - Parks & Recreation	Placeholder to cover flock cameras for various parks throughout the county	Procurement/Delivery > Procurement/Delivery (10/01/2024 - 09/30/2025)
PRJ100342 Flood Mitigation Assistance (FMA) 4055 Lazy Acres Rd	This project covers the Flood Mitigation projects being completed at Lazy Acres	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100502 Floor and Counter Replacements - Administration Building	This project covers costs associated with the floor and counter replacements in the admin building	Construction/Delivery > Construction/Delivery
PRJ100511 Fox Meadow Playground	This project covers the purchase and installation of the fox meadow playground	Construction/Delivery > Construction/Delivery (06/28/2024 - 08/31/2025)
PRJ100504 Front Elevators Modernization - Administration Building	This project covers costs associated with the modernization of the front elevators at the admin building	Construction/Delivery > Construction/Delivery (12/13/2024 - 05/09/2025)
PRJ100678 Godbold Building Renovations and CCUA Transition	Building upgrades included kitchen for educational classes	Design > Design
PRJ100512 Godbold Building Repairs	This project covers costs associated with the repairs to the Godbold Building.	Scope > Scope
PRJ100779 Governors Creek Boathouse Storage	This project covers the costs associated with the Governors Creek Boathouse Storage.	Construction/Delivery > Construction/Delivery (02/10/2025 - 04/11/2025)
PRJ100514 Green Cove Springs Fuel Station	This project covers costs associated with the Green Cove Springs Fuel Station	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100755 Green Cove Springs Library Roof	Roof replacement for the Green Cove Springs Library	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100602 Greenway Expansion	Design, Construction, and CEI of Clay County Greenway Expansion from Live Oak Lane, to Jennings State Forest. This will include parking areas, restroom facilities, trails, and other associated needs.- PLACEHOLDER	Pre-Construction/Procurement > Pre-Construction/Procurement (12/26/2024 - 02/11/2025)
PRJ100365 Greenway Trail	This project includes the Design of trail from Live Oak LN to Jennings Park	Pre-Construction/Procurement > Pre-Construction/Procurement (12/26/2024 - 02/11/2025)
PRJ100407 Greenway Trail Construction Grant (FDOT)	This project includes paving Live Oak Lane, parking areas, restroom facilities, trails	Pre-Construction/Procurement > Pre-Construction/Procurement (12/26/2024 - 02/11/2025)
PRJ100297 Greenwood Drainage Improvements	Greenwood Drainage Improvements	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100767 Gun Range Office	This project covers costs associated with the Gun Range	Scope > Scope
PRJ100623 Gun Range - Road Monument Sign	This project covers costs associated with a road monument sign for the Gun Range	Design > Design (11/26/2024 - 05/25/2025)
PRJ100593 Gun Range - Shed	This project covers the shed at the gun range	Design > Design (11/25/2024 - 05/13/2025)
PRJ100622 Gun Range - Shooting Lane Grade Work & Gutters	This project covers shooting lane grade work at the Clay County Gun Range as well as other shooting lane activities.	Design > Design (11/26/2024 - 05/25/2025)



## Project Updates

PRJ100334 Health Department Buildings Renovations-ARPA	Clay County Health Department provides a range of services to the community. Some services are free, or based on a sliding scale fee.	Construction/Delivery > Construction/Delivery
PRJ100752 Historic Courthouse Roof Replacement	This covers the roof replacement of the Historic Courthouse in Green Cove Springs.	Design > Design
PRJ100296 Homestead Road Drainage - Tanglewood	Homestead Road Drainage - Tanglewood	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100636 Hunter Douglas Playground	This project covers costs associated with the playground at Hunter Douglas Park	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100497 HVAC - Administration Building	This project covers costs associated with the Administration Building HVAC system	Construction/Delivery > Construction/Delivery
PRJ100551 HVAC - Agriculture Agent	This project covers costs associated with HVAC unit at the agricultural agent facility	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100631 Island Forest Basketball Court Demolition and Rebuild		Post-Construction/Delivery > Post-Construction/Delivery
PRJ100331 Jail 2nd and 3rd Floor Renovations	Project shall consist of the design and construction of renovations to the Clay County Jail to provide secure inmate housing space and maximize the number of additional inmate beds for the Clay County Jail. The Project shall include the renovation of existing spaces into dormitories to provide immediate relief for additional housing. Services includes design Services and post-design Services during the construction of the Project. The design Services shall be performed by the Consultant at an accelerated pace within 3 months in accordance with Consultant's Proposal.  *Services will be paid using ARPA Funds	Design > Design (01/15/2025 - 05/07/2025)
PRJ100803 Judicial Facility Master Plan	To create a plan for current and future Courthouse needs.	Construction/Delivery > Construction/Delivery
PRJ100291 Keystone Heights Lakes Projects	This project is a supportive project related to restoring the lake levels in Keystone Heights.	Scope > Scope (10/01/2024 - 09/30/2025)
PRJ100294 Knight Boxx and CR220 Drainage Improvements	Knight Boxx and CR220 Drainage Improvements	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100717 Lake Brooklyn Site Improvements	Site plan and construction to include parking, and amenity improvements to Lake Brooklyn Park and boat ramp.	Scope > Scope
PRJ100718 Lake Geneva Site Improvements	Design and construction to include parking improvements and restroom to Lake Geneva boat ramp.	Pre-Design > Pre-Design
PRJ100414 LAP - CR220 Intersection Improvements - Lakeshore Dr. to Old Hard Rd.	This project includes CR220 Intersection Improvements - Lakeshore Dr. to Old Hard Rd.	Construction/Delivery > Construction/Delivery
PRJ100306 LAP Project Management - Intersection Design CR220		Post-Construction/Delivery > Post-Construction/Delivery
PRJ100305 LAP Project Management - Sidewalk CR218	This projects covers the installation of sidewalks from Clay Hill Elementary to Taylor Road along County Road 218.	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100732 Leachate System Improvements	This project covers the Leachate System Improvements tied to Environmental Services	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100559 Live Oak Construction	This project covers live oak construction projects	Pre-Construction/Procurement > Pre-Construction/Procurement (12/26/2024 - 02/11/2025)
PRJ100441 Network Security Upgrades	This project covers Cyber Security Enhancements	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100766 Main St. Park Expansion & Boat Ramp Upgrades	This project covers costs associated with the Main street park and boat ramp expansion and upgrades	Scope > Scope
PRJ100472 Middleburg Colored School Grant	Middleburg Colored School Funds will be used to hire a historic preservation architect to conduct a historic structure report.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100778 Middleburg Substation Doors	Replacement doors for substation	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100671 Middleburg Substation Lift Station	Design and construction of lift station for Sheriff's Office Middleburg substation.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100223 Mobility Project - NS3 and EW1 Project 8		Scope > Scope (10/01/2024 - 09/30/2025)

## Project Updates

PRJ100520 Mobile Command Post Refurbish	This project covers costs associated with the refurbishment of the mobile command post.	Scope > Scope
PRJ100522 Mobile Radio Tower	Placeholder for tower maintenance	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100819 Moccasin Slough Classroom		Pre-Design > Pre-Design
PRJ100391 Moccasin Slough Tower Boardwalk	Moccasin Slough is located off of Highway 17. This 255-acre park invites you to explore the trails, one fitness trail, a playground and a covered pavillion.	Design > Design
PRJ100524 Monument Signs	PLACEHOLDER-This projects serves as a placeholder for various monument signs within the county	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100790 Moody Avenue Emergency Repair		Post-Construction/Delivery > Post-Construction/Delivery
PRJ100711 Moody Park Playground Remodel	Replacement of playground unit, drainage system and pour in place surface due to age.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100612 Multi-Agency Storage Warehouse		Scope > Scope
PRJ100464 Multi Factor Authentication Implementation		Construction/Delivery > Construction/Delivery
PRJ100471 National Fitness Campaign Grant 2023	National Fitness Campaign Grant Purchase, install and launch outdoor Fitness Court.	Pre-Design > Pre-Design
PRJ100355 Neptune Park Phase II	This phase include a new ball field, parking expansion, storage and a playground.	Construction/Delivery > Construction/Delivery
PRJ100209 Oakleaf / Eagle Landing Signal	This project includes the Oakleaf / Eagle Landing Signal	Construction/Delivery > Construction/Delivery
PRJ100526 Oakleaf Library	This project covers costs associated with the new library in Oakleaf	Pre-Design > Pre-Design
PRJ100527 Oakleaf Playground	This project covers the oakleaf playground	Construction/Delivery > Construction/Delivery
PRJ100745 Office Space Conversion/Remodel	Project to convert/remodel an existing space into offices	Scope > Scope
PRJ100669 Omega Park - CCUA Connection	This project covers the planning and design services for the Clay County Omega Park CCUA connection	Design > Design
PRJ100765 Omega Park - Lighting	This project covers costs associated with lighting at Omega Park	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100719 Orange Park Library Improvement Plan	Increase the size and capacity of the meeting room, including an ADA compliant kitchen, and increase the size and capacity of the storytime room.	Scope > Scope
PRJ100701 Park and Recreation Fencing	Various fencing replacements and installation at County	Scope > Scope (10/01/2024 - 09/30/2025)
PRJ100702 Park and Recreation Pressure Washing	Pressure washing services for park playgrounds, pavilions and courts.	Scope > Scope (10/01/2024 - 09/30/2025)
PRJ100698 Parks and Recreation Program Equipment	Various equipment and supplies for Parks and Recreations programs	Scope > Scope (10/01/2024 - 09/30/2025)
PRJ100697 Parks and Recreation Special Events Equipment	Various equipment and supplies for Parks and Recreation large scale events.	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
PRJ100703 Park and Recreation Tree Removal	Various tree and limb removal at County parks.	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
PRJ100424 Parks - Eagle Harbor - Drainage Improvements	This project includes drainage improvements at the Eagle Harbor park- DESIGN	Design > Design
PRJ100420 Parks - Island Forest Playground	This project includes a playground at Island Forest Park	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100426 Parks - Ronnie Van Zant - Dock Replacement & Erosion Control/Stabilization	The Ronnie Van Zant Memorial Park is a public memorial park located in Lake Asbury, Clay County, Florida. The park was built in memory of Ronnie Van Zant, vocalist of Southern rock group Lynyrd Skynyrd and is located off of Sandridge	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100646 Parks System Master Plan	This project covers the implementation of the Parks System Master Plan	Post-Construction/Delivery > Post-Construction/Delivery

## Project Updates

PRJ100423 Parks - Walter Odum Park - Drainage Improvements	This is for DESIGN. Walter Odum Community Park is a 6.5 acre facility that is leased to the Police Athletic League of Clay County, Inc. The PAL provides;  Youth Baseball Flag Football Youth Football Summer Basketball Youth Cheerleading	Construction/Delivery > Construction/Delivery
PRJ100712 Paul Armstrong Park Parking Expansion	<del>This project is to cover drainage improvements to the park</del> Improvements and parking expansion for park	Construction/Delivery > Construction/Delivery
PRJ100750 PCs - Laptops - Monitors	Continuing annual project to capture funds for purchase of County wide PC's, laptops and monitors as needed	Construction/Delivery > Construction/Delivery (10/01/2024 - 09/30/2025)
PRJ100413 Pedestrian Improvements on Evergreen Lane	This project cover the Design of Pedestrian Improvements on Evergreen Lane	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100532 Plantation Oaks Maintenance Shed	this project covers the Plantation Oaks Maintenance Shed	Scope > Scope
PRJ100716 Pond to Park	Designs and construction to include walking path around College Drive.	Scope > Scope (10/01/2025 - 09/30/2026)
PRJ100594 Portables	This project covers the portables at the gun range including the driveway installation to access designed ADA parking	Design > Design (11/26/2024 - 05/13/2025)
PRJ100682 Program and Space Analysis for Emergency Operations Center (EOC)	Program and space analysis to be completed for Emergency Management and the EOC.	Scope > Scope (10/01/2025 - 09/30/2026)
PRJ100552 Public Safety Training Relocation	This project covers costs associated with the relocation of Public Safety Training	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100783 Public Works Sleepy Hollow Trailer	To purchase a new office trailer for the Sleepy Hollow Pit site per approval at August LRP meeting	Scope > Scope
PRJ100282 Radar Road US17 to Town Center Boulevard	Extending Radar Road from US 17 to Town Center Blvd	Design > Design (07/26/2024 - 12/20/2024)
PRJ100544 Radio Tower Equipment Replacement	This project serves as a placeholder for radio tower equipment replacement and maintenance.	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
PRJ100756 Radio Tower - Sleepy Hollow	This project covers the construction of a new radio tower at Sleepy Hollow.	Construction/Delivery > Construction/Delivery (11/26/2024 - 06/30/2026)
PRJ100207 Radio Tower Upgrades	This project includes the upgrades to the following tower: Keystone.	Construction/Delivery > Construction/Delivery
PRJ100534 Regional Park	This project covers costs associated with the regional sports complex	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
PRJ100304 Regional Sports Complex	This project is for the design and construction of a multi-phase regional sports park for Clay County. T	Post-Construction/Delivery- Phase 1 > Post-Construction/Delivery- Phase 1
PRJ100722 Regional Sports Complex Property Fence	Property fence for the 250 acre Regional Sports Complex	Scope > Scope
PRJ100731 Regional Sports Complex Security Measures	To allocate funds for enhancing security for the sports	Scope > Scope
PRJ100535 Regional Sports Equipment	This project covers costs associated with the Regional Sports Equipment	Pre-Construction/Procurement > Pre-Construction/Procurement (10/01/2024 - 09/30/2025)
PRJ100536 Relocate Girl Scout Building	This project covers the costs associated with relocating the Girl Scout building at Camp Chow	Construction/Delivery > Construction/Delivery
PRJ100699 Remote Lighting System for Parks	Remote lighting system and software for ball fields and amenities.	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100538 Resurfacing Recreational Courts	Striping or restriping, painting or repainting, coating, sealing, or repairs to court surfaces and amenities. Demolition will be approved on a case-by-case basis.	Construction/Delivery > Construction/Delivery (10/01/2024 - 09/30/2025)
PRJ100713 Ronnie Van Zant Court Lighting	Lighting, of basketball, tennis, and pickleball courts	Scope > Scope
PRJ100727 Rosemary Hill HVAC Unit Upgrade	Upgrade to several components of the system to allow Facilities access for routine repairs and maintenance	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100800 Safe Streets and Roads for All FY2023		Pre-Construction/Procurement > Pre-Construction/Procurement

## Project Updates

PRJ100200 Sandridge - Henley - CR209	Upgrades to CR 739B from Henley Rd to West of CR 209	Construction/Delivery > Construction/Delivery
PRJ100549 Servers	This project covers costs associated with the county servers	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100330 Sidewalk - CR218 Clay Hill Elementary to Taylor Road	This projects covers the installation of sidewalks from Clay Hill Elementary to Taylor Road along County Road 218.	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100608 Sidewalk - Doctors Inlet Elementary School	This project covers costs associated with the sidewalk project at Doctors Inlet Elementary School	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100542 Sidewalk Repair Services	This project covers costs associated with various sidewalk repairs.	Construction/Delivery > Construction/Delivery (10/01/2024 - 09/30/2025)
PRJ100574 Sidewalks - Construction	This project code covers the construction of sidewalks throughout Clay County	Construction/Delivery > Construction/Delivery (10/01/2024 - 09/30/2025)
PRJ100726 Small Business Development Center (SBDC) - University of North Florida (UNF)	Continued funding from ARPA approved at the 4/9/24 BCC meeting	Scope > Scope
PRJ100743 Solid Waste Class I and C&D Building Improvements	for the design and construction improvements to the Class I and C&D buildings at Rosemary Hill	Scope > Scope
PRJ100292 Solid Waste Materials Recovery Facility Improvements	This project covers the upgrades to the solid waste materials recovery facility	Construction/Delivery > Construction/Delivery (02/04/2025 - 08/18/2025)
PRJ100742 Solid Waste Transfer Station	Project for the design and construction of a new transfer station at Rosemary Hill	Pre-Design > Pre-Design
PRJ100561 Spencer Industrial Complex	This project covers costs associated with spencer industrial complex	Pre-Construction/Procurement > Pre-Construction/Procurement (02/06/2025 - 03/25/2025)
PRJ100541 Sports Venues Scoreboards	This project covers Sports Venues Scoreboards	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100347 SR23/Frontage Trail Ridge	This project covers the SR 23 Frontage Road at Trail Ridge.	Pre-Design > Pre-Design
PRJ100190 Station 20 Green Cove Springs	This project is to design and construct Fire Station 20 in the Green Cove Springs area of Clay County.	Construction/Delivery > Construction/Delivery (09/30/2024 - 03/30/2025)
PRJ100368 Storm Water Infrastructure Study	Storm Water Infrastructure Study for Clay County	Construction/Delivery > Construction/Delivery (01/01/2025 - 06/30/2025)
PRJ100288 Storm Water Study	Clay County Storm Water Study	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100564 Substance Use Disorder Recovery Center	This project covers costs associated with SUD Recovery Center at the Bear Run Facility	Design > Design
PRJ100653 SUNTrail Long Bay - Old Jennings to Live Oak Lane	This project covers costs associated with SUNTrail Long Bay from Old Jennings to Live Oak Lane	Design > Design
PRJ100475 Tax Collector Office - Keystone Heights	This project covers the design and construction/updates for the tax collectors office in Keystone Heights.	Construction/Delivery > Construction/Delivery
PRJ100474 Tax Collector Office - Orange Park	This project covers the costs related to the tax collector office in Orange Park	Construction/Delivery > Construction/Delivery (02/17/2025 - 12/15/2025)
PRJ100637 Thunderbolt Park Playground		Post-Construction/Delivery > Post-Construction/Delivery
PRJ100668 Thunderbolt Park Well	This project covers costs associated with the well at Thunderbolt Park	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100546 Treehouse #1 Replacement	This project covers the Treehouse #1 Replacement designs	Design > Design (12/20/2024 - 07/05/2025)
PRJ100295 Tumbleweed Drive - Tanglewood Village Drainage	Tumbleweed Drive - Tanglewood Village Drainage	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100714 Twin Lakes Lighting and Parking Improvements	Lighting of pickleball court and parking improvement	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100673 Upgrade Cyber Security Platform	Hardware, software and professional services upgrades	Pre-Construction/Procurement > Pre-Construction/Procurement
PRJ100548 Vehicles for Special Response	This project covers costs associated with purchasing vehicles	Scope > Scope
PRJ100484 Video Storage and Camera System Upgrades - MIS	This project covers various Video Storage and Camera systems upgrades. Including, but not limited to, Cameras for the Libraries and Administration Building	Post-Construction/Delivery > Post-Construction/Delivery
PRJ100815 Washington Avenue Cross Drain	Washington Avenue at Little Black Creek cross drain project	Pre-Design > Pre-Design
PRJ100567 Way Free Clinic - Mobile Medical	This project covers costs associated with the mobile unit for the Way Free Medical Clinic.	Construction/Delivery > Construction/Delivery

## Project Updates

PRJ100680 Way Free Medical Clinic Demolition	demolition of the Way Free Medical Clinic building	Construction/Delivery > Construction/Delivery (01/29/2025 - 03/15/2025)
PRJ100715 W E Varnes Lighting and Parking Improvement	Lighting of pickleball court and parking improvement	Pre-Construction/Procurement > Pre-Construction/Procurement



Agenda Item  
Clay County Board of County Commissioners

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

TO:                      DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

---

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ EOG DOGE Resolution	Resolution Letter	4/4/2025	EOG_DOGE_Resolution.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/2/2025 - 4:42 PM	Item Pushed to Agenda

**RESOLUTION NO. 2024/2025 – \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, SUPPORTING EXECUTIVE ORDER 25-44 ENTITLED *ENSURING GOVERNMENT EFFICIENCY*, AND COLLABORATION WITH THE EXECUTIVE OFFICE OF THE GOVERNOR’S DEPARTMENT OF GOVERNMENTAL EFFICIENCY TEAM (“EOG DOGE TEAM”) WITH IDENTIFYING UNNECESSARY LOCAL GOVERNMENT SPENDING, CREATING EFFICIENCIES, AND SAVING TAXPAYER DOLLARS; AND PROVIDING AN EFFECTIVE DATE.**

Recitals

**WHEREAS**, on February 24, 2025, Governor DeSantis signed Executive Order 25-44, *Ensuring Government Efficiency*; and

**WHEREAS**, the Executive Order establishes within the Office of Policy and Budget in the Executive Office of the Governor a Department of Governmental Efficiency Team (“EOG DOGE Team”); and

**WHEREAS**, the EOG DOGE Team is responsible for assisting local governments in identifying unnecessary spending, eliminating waste, and saving taxpayers money; and

**WHEREAS**, to best serve the people of Florida, local governments should, in partnership with and assistance of the EOG DOGE Team, actively participate in a comprehensive review conducted jointly by the EOG DOGE Team and local government to identify and eliminate unnecessary and inappropriate spending; and

**WHEREAS**, the Clay County Board of County Commissioners hereby finds it in the best interests of the residents of Clay County to work in partnership with the EOG DOGE Team on the County’s fiscal and efficiency review.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Clay County, Florida:

Section 1. The Clay County Board of County Commissioners (Board) supports efforts identifying unnecessary spending, creating efficiencies, and saving taxpayer dollars. The Board supports identifying and working to eliminate unnecessary programs, misaligned grants, and redundant contracts within the County, including those which may be inconsistent with regulations of the State.

Section 2. Further, the Board desires to work in good faith with the EOG DOGE Team to facilitate their mission and to conduct a comprehensive review of the County’s budget and operations. Through this partnership, the Board will grant the EOG DOGE Team access to the



necessary records and any physical premises to review documents and data which may assist the County in identifying efficiencies. The Board will also recommend administrative or policy reforms to promote efficiency and maximize productivity within local governments.

Section 3. The Board directs the County Manager and County staff to be available and support the EOG DOGE Team requests and to provide any necessary access and requested information to the EOG DOGE Team. The Board hereby directs the County Manager to serve as the point of contact for all EOG DOGE Team-related inquiries.

Section 4. This Resolution shall take effect immediately upon its adoption.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida, this 8<sup>th</sup> day of April, 2025.

BOARD OF COUNTY COMMISSIONERS  
CLAY COUNTY, FLORIDA

By: \_\_\_\_\_  
Betsy Condon  
Its Chairman

ATTEST:

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



Agenda Item  
Clay County Board of County Commissioners

Clay County Administration Building  
Tuesday, April 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 No. 24/25-027 Green Cove Springs Fuel Island Canopy Repair to Advantage Contracting Group, Inc. in the amount of \$71,400.00 (Base Bid). Approval of award will be effective after the 72-hour protest period has expired. Final Completion shall be achieved no later than thirty (30) days from Notice to Proceed

**Funding Source:**

General Fund - Fleet / Fuel Management - Infrastructure

**AGENDA ITEM TYPE:**

---

**BACKGROUND INFORMATION:**

The County requested Bids from qualified Contractors to perform specified repairs to the Fuel Island Canopy at 5 Esplanade Avenue, located in Green Cove Springs. The Base Bid includes the installation of columns to stabilize the existing structure and gutters for redirecting stormwater drainage. The new columns will enhance the strength of the current steel beams, ensuring compliance with load-bearing codes to support the existing canopy. Final Completion shall be achieved no later than thirty (30) days from Notice to Proceed.

After review, it has been determined that awarding the project to Advantage Contracting Group, Inc. is in the County's best interest. The vulnerability of the canopy to high winds presents a significant risk, and any potential collapse could disrupt fueling operations and incur higher costs for structure removal. With approaching hurricane season, awarding the project to Advantage Contracting Group, Inc. is the most viable option to mitigate risk. The Facilities Department, Public Works, along with the Engineer of Record and Design Firm (PQH Group Design, Inc.) reviewed and approved this Bid award.

947 Suppliers were notified  
28 Suppliers downloaded the Request for Bids  
1 Bid was received

2 Contractors attended the Mandatory Pre-Bid Meeting

1 No Bid: (The scope was out of the Contractor's area of expertise for managing the risks accordingly)

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.

Is Funding Required (Yes/No):

**Yes**

If Yes, Was the item budgeted

(Yes/No/N/A):

**Yes**

**Funding Source:**

General Fund - Fleet / Fuel Management - Infrastructure

**Account Number:**

FD1000 - CC1206 - SC563000

Sole Source (Yes/No):

**No**

Advanced Payment

(Yes/No):

**No**

Planning Requirements:

Public Hearing Required (Yes/No):

**No**

Hearing Type:

Initiated By:

N/A

**ATTACHMENTS:**

Description	Type	Upload Date	File Name
<input type="checkbox"/> 24/25-027_Bid Backup	Backup Material	4/3/2025	24-25-027 - _Fuel_Bid_Backup.ADA.pdf

**REVIEWERS:**

Department Reviewer	Action	Date	Comments
Purchasing Streeper, Lisa	Approved	4/2/2025 - 4:42 PM	Item Pushed to Agenda



## BID RECOMMENDATION FORM

**TITLE:**

RFB 24/25-027, Green Cove Springs Fuel Island Canopy Repair

**DATE OF RECOMMENDATION:**

03/26/2025

**BIDDERS**

Advantage Contracting Group, Inc.

**BID TOTAL**

71,400.00 (Base Bid)

**FUNDING SOURCE:** FD1000 - CC1206 - 563000

General Fund / Fleet - Fuel Management / Infrastructure

**RECOMMENDATION:**

Public Works recommends Advantage Contracting Group, Inc.

**If only one Bid is received, state reason why accepted and not rebidding:**

After review, it has been determined that awarding the project to Advantage Contracting Group, Inc. is in the County's best interest. The vulnerability of the canopy to high winds presents a significant risk, and any potential collapse could disrupt fueling operations and incur higher costs for structure removal. Given the critical role of the canopy in the County's emergency response and the approaching hurricane season, awarding the project to Advantage Contracting Group, Inc. is the most viable option to mitigate these risks.

**Staff Assigned to Tabulate Bids and Make Recommendations:**

**NAME/TITLE:**

Public Works Director

**SIGNATURE:**

Eric J. Pope

Digitally signed by Eric J. Pope  
Date: 2025.04.01 13:57:49 -04'00'

March 27, 2025

Ms. Taylor Clever, PMP  
Construction Manager  
Department of Facilities  
Clay County Board of County Commissioners  
477 Houston Street  
PO Box 1366  
Green Cove Springs, Florida 32043

[Taylor.clever@claycountygov.com](mailto:Taylor.clever@claycountygov.com)

Phone: 904-315-7507

Re: Clay County Fuel Island Repair  
Bid: RFB 2425-006  
Consultant Recommendation Form

Dear Taylor:

PQH Group Design has reviewed the attached Response Document Report from Advantage Contracting Group for the above project bid. We are happy to provide the formal recommendation for the submitted bid. The submission appears to be in-line with the scope of work and within the range of the noted budget.

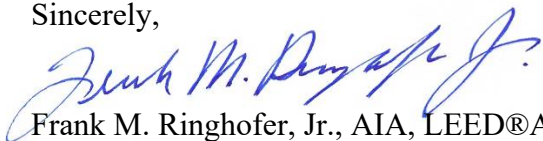
In reviewing Advantage's credentials and projects, they have completed in recent years, they appear to be capable of providing services to meet the needs of the project and Clay County. We recommend the project to be awarded to the Advantage Contracting Group.

Recommend the Base Bid Item  
Do not recommend

See attached list.  
Alternate No. 1

If you have any comments or wish to discuss further, please contact us.

Sincerely,



Frank M. Ringhofer, Jr., AIA, LEED®AP BD+C  
Senior Vice President

FMR:cbr:Clay County Fuel Island Bid Award.3.27.25

cc: Gene Price – Facilities Director – Clay County

## BID TABULATION FORM

Bid: 24/25-027

Date: March 21, 2025

Proj: Green Cove Springs Fuel Island Canopy Repair

Time Open: 9:02 a.m.

Ad: Clay Today, February 20, 2025

Time Close: 9:08 a.m.

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	Addendum	Base Bid Total	Alternate
1	Advantage Contracting Group, Inc.	✓	✓	\$71,400.00	\$22,500.00



Clay County  
Purchasing / Administrative and Contractual Services  
477 Houston Street, Green Cove Springs, FL 32043

**EVALUATION TABULATION**  
RFB No. 24/25-027  
Green Cove Springs Fuel Island Canopy Repair  
RESPONSE DEADLINE: March 20, 2025 at 4:00 pm

**SELECTED VENDOR TOTALS**

Vendor	Total
Advantage Contracting Group	\$71,400.00

**BASE BID: INSTALL COLUMNS, STABILIZATION, REDIRECTING STORM WATER DRAINAGE**

Base Bid: Install Columns, Stabilization, Redirecting Storm Water Drainage				Advantage Contracting Group
Selected	Line Item	Description	Unit of Measure	Unit Cost
X	1	General Conditions	Lump Sum	\$35,400.00
X	2	Selective Demolition	Lump Sum	\$2,500.00
X	3	Steel Columns	Lump Sum	\$10,000.00
X	4	Steel Beam Modifications	Lump Sum	\$17,000.00
X	5	Gutters and Downspouts for Redirecting Storm Water Drainage	Lump Sum	\$6,500.00
Total				\$71,400.00

**ALTERNATE 1: PAINT AND APPLICATION**

## EVALUATION TABULATION

RFB No. 24/25-027

Green Cove Springs Fuel Island Canopy Repair

---

Alternate 1: Paint and Application				Advantage Contracting Group
Selected	Line Item	Description	Unit of Measure	Unit Cost
	1	Paint and Application	Lump Sum	\$22,500.00
Total				\$0.00





Clay County  
Purchasing / Administrative and Contractual Services  
477 Houston Street, Green Cove Springs, FL 32043

---

**[ADVANTAGE CONTRACTING GROUP] RESPONSE DOCUMENT REPORT**

RFB No. 24/25-027

Green Cove Springs Fuel Island Canopy Repair

RESPONSE DEADLINE: March 20, 2025 at 4:00 pm

**Advantage Contracting Group Response**

**CONTACT INFORMATION**

**Company:**

Advantage Contracting Group

**Email:**

ryanw.acg@gmail.com

**Contact:**

Ryan Worthington

**Address:**

4200 COUNTY ROAD 218  
MIDDLEBURG, FL 32068

**Phone:**

N/A

**Website:**

N/A

**Submission Date:**

Mar 20, 2025 3:06 PM (Eastern Time)

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Mar 20, 2025 9:08 AM by Ryan Worthington*

## PRICE TABLES

### BASE BID: INSTALL COLUMNS, STABILIZATION, REDIRECTING STORM WATER DRAINAGE

Line Item	Description	Unit of Measure	Unit Cost
1	General Conditions	Lump Sum	\$35,400.00
2	Selective Demolition	Lump Sum	\$2,500.00
3	Steel Columns	Lump Sum	\$10,000.00
4	Steel Beam Modifications	Lump Sum	\$17,000.00
5	Gutters and Downspouts for Redirecting Storm Water Drainage	Lump Sum	\$6,500.00

### ALTERNATE 1: PAINT AND APPLICATION

Line Item	Description	Unit of Measure	Unit Cost
1	Paint and Application	Lump Sum	\$22,500.00

### 3. Scope of Work

#### 3.1 Purpose

The Clay County Board of County Commissioners (County) is seeking a qualified Contractor to perform specified repairs to the Fuel Island Canopy located at 5 Esplande Avenue ~ Green Cove Springs, Florida

#### 3.2 Mandatory Pre-Bid Meeting

A Mandatory Pre-Bid Meeting will be held on March 3, 2025 at 5 Esplande Avenue ~ Green Cove Springs, Florida with a start time of 10:00 a.m. Attendees from the public are required to sign in upon arrival, with the sign-in sheet provided by a Purchasing Department representative. Once the sign-in sheet has been collected, the Pre-Bid Meeting will officially commence. Please note that no additional attendees will be allowed to sign in or participate in the meeting after the sign-in sheet has been collected.

#### 3.3 Scope of Work

This project includes all associated work listed below, and shall be constructed per the plans and specifications attached. Columns shall be installed for stabilizing the current structure and gutters for redirecting storm water drainage. New columns will assist with strengthening the existing steel beams, following load bearing code(s) to support existing canopy. Plans (I) and Specifications (J) are located in the Attachments Section of this bid. The contractor is responsible for providing all necessary labor and materials, including any not explicitly stated in this scope of work, to ensure the successful completion of the project.

##### A. Base Bid: Install Columns; Stabilization

1. General Conditions
2. Selective Demolition
3. Steel Columns
4. Steel Beam Modifications
5. Gutters and Downspouts for redirecting storm water drainage

Alternate 1: Paint and application

#### 3.4 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.

#### 3.5 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.

### 3.6 Permit & Fees

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 and / or City permit is required, this project is not exempt from permit fees. Permit fees must be paid to the County and / or City 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](mailto:permits@claycountygov.com)

Website: <https://www.claycountygov.com/government/building>

For questions about City of Green Cove Springs permitting, please contact:

Phone: (904) 297-7500

Website: <https://www.greencovesprings.com/192/Building-Division>

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 shall be paid for by the County.

### 3.7 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.

### 3.8 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.

### **3.9 Contractor and Subcontractor Requirements**

1. The Contractor shall be licensed to perform all work listed in the Scope of Work provided.
2. Contractor shall obtain all permits to complete the project in accordance with the contract documents.
3. All work will be performed in accordance with the most applicable state and local regulations.
4. The Contractor shall own or have full access to the appropriate personnel and equipment to complete the project requested.
5. The County reserves the right to approve all subcontractors for this contract. If subcontractors are to be utilized, the subcontractors must possess an active and valid license issued by the Florida Department of Business and Professional Regulation in the appropriate category. Subcontractors may be added during the contract period only with PRIOR WRITTEN PERMISSION from the County, and only for reasonable cause, as judged by the County. Responsibility for the performance of the contract remains with the main Contractor exclusively.
6. 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.
7. Contractors must have been in business for a minimum of 5 years doing similar work.

### **3.10 Self-Performed Work**

The awarded Contractor is required to self-perform with its own workforce a minimum of forty-percent (40%) of the overall awarded Contract.

### **3.11 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.

### 3.12 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.

### 3.13 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.

### 3.14 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.

### **3.15 Warranty**

The Contractor shall provide a Warranty for all workmanship and materials for a period of two (2) years unless a longer manufacturer warranty / guarantee time is given or specified elsewhere in the plans and specifications associated with this bid.

### **3.16 Term**

Final completion must be obtained by thirty (30) days from the Notice to Proceed.

### **3.17 Liquidated Damages**

The Contractor shall be assessed Liquidated Damages (LD) of \$100.00 for each day past final completion date set by the contract.

### **3.18 Performance Evaluation**

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

### **3.19 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.

### **3.20 Value Engineering**

The County reserves the right to engage in value engineering discussions prior to the award of the RFB.

The County will give the lowest qualified Bidder the opportunity to determine if viable options exist to meet the budget threshold without substantially reducing the scope of the project as designed as solicited.

### **3.21 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.

## Project View Count

508

## Vendor Funnel

 Followers	13
 Downloaders	28
 Applicants	1
 No Bids	0
 Submissions	1

## Vendors

Vendor	Followed	Downloaded	Applied	No Bid	Submitted
Advantage Contracting Group <input type="checkbox"/> <i>ryanw.acg@gmail.com</i>	✓	✓	✓		✓
Clayton Co Consultants LLC <input type="checkbox"/> <i>kenneth.casimir@claytoncodesignbu</i>	✓	✓			
ConstructConnect <input type="checkbox"/> No Reviews <i>content@constructconnect.com</i>	✓	✓			
Construction Bid Source <i>tgephart@constructionbidsource.com</i>		✓			
DF Interactive LLC <i>david@davidfine.dev</i>		✓			
Dodge Data And Analytics <input type="checkbox"/> No <i>jayalakshmil@construction.com</i>		✓			
Dodgedocs <i>dodge.bidding@construction.com</i>		✓			
Elite Industrial Painting Inc <i>sawyer@eipainting.com</i>		✓			
Florida Surety Bonds, Inc. <input type="checkbox"/> No <i>kim@floridasuretybonds.com</i>	✓				



IT cube <i>akshaykhairnar1997@gmail.com</i>		✓			
JF Petroleum Group and JF Cons <i>tim.combs@jfpetrogroup.com</i>	✓	✓			
JT Ruby Contracting Inc <input type="button" value="No R"/> <i>jtrcontractingsvc@gmail.com</i>	✓	✓			
Keystone Custom Builders Inc <input type="button" value="No R"/> <i>contactkcbinc@gmail.com</i>	✓	✓			
Lincoln Surety Group <i>mark@lincolnsuretygroup.com</i>	✓	✓			
MAXXIM CONSTRUCTION AND <i>mcintyreryan@hotmail.com</i>	✓	✓			
Mark W Keels Construction, LLC <i>mwkeels@yahoo.com</i>	✓	✓			
Mid State Builders Exchange Inc <i>hugh@bxplanroom.com</i>	✓	✓			
None <i>martin.larinas@gmail.com</i>		✓			
North America Procurement Cour <i>notifications@napc.me</i>		✓			
PWXPress <input type="button" value="No Reviews"/> <i>bids@pwxpress.com</i>	✓	✓			
Prime Vendor Inc. <input type="button" value="No Reviews"/> <i>primevendor124@gmail.com</i>		✓			
RAB Secure Entry <i>mbell.ringabell@gmail.com</i>		✓			
RevStar Consulting <input type="button" value="No Review"/> <i>nastassia.barkouskaya@revstarcons</i>		✓			
Sauer Construction <input type="button" value="No Review"/> <i>ereichle@sauer-inc.com</i>		✓			
Source Management <input type="button" value="No Review"/> <i>sourcemanagement@deltek.com</i>	✓	✓			
VendorLink, LLC <input type="button" value="No Reviews"/>		✓			

<i>bids@evendorlink.com</i>					
Visual <i>visualbidaalerts@gmail.com</i>		✓			
Warden Construction Corp <i>tcrickmore@wardencc.com</i>	Nc	✓			
n/a <i>footbaall2000@gmail.com</i>		✓			



Mandatory Pre-Proposal Meeting  
RFB No. 24/25-027, Green Cove Springs Fuel Island Canopy Repair  
March 3, 2025, 10:00 a.m.

Company	First Name	Last Name	Phone Number	Email Address
Scorpio Co.	Shayne	Reynolds	(740) 442-0189	shayne@scorpio.co.com
ADVANTAGE Contracting Group	Richard	Vickery	(904) 591-7055	Vickery Services LLC @ gmail . com
			( )	ryanw. acg @ gmail . com
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	
			( )	



Agenda Item  
Clay County Board of County Commissioners

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

TO: Board of County Commissioners

DATE:

FROM:

SUBJECT:

- a) Substance Use Disorder Recover Center discussion and update regarding identifying a new site for the Center due to challenges with previous identified Bear Run Parcel.
- b) Approval to utilize alternative procedures to notice public hearing for the consideration of potential purchase and sale agreement for the purchase of real property in connection with the Substance Use Disorder Center.

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

Discussion and consideration related to use the Bear Run Blvd property vs. an alternative site for the Substance Use Disorder Recover Center.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ SUDBuilding_memo	Cover Memo	4/7/2025	SUDBuilding_memo.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/2/2025 - 4:43 PM	Item Pushed to Agenda



Click here to enter text.  
**Real Estate Acquisitions**

PO Box 1366  
Green Cove Springs, FL  
32043

Area Code: 904  
Phone: 529-3857

**County Manager**  
Howard Wanamaker

**Commissioners:**

John Sgromolo  
District 1

Alexandra Compere  
District 2

Jim Renninger  
District 3

Betsy Condon  
District 4

Kristen Burke, DC  
District 5

**claycountygov.com**



April 8, 2025

**MEMORANDUM**

TO: Board of County Commissioners

FROM: Caleb Risinger, Real Estate Acquisitions Manager

RE: Request to use alternative procedure to notice public hearings for the consideration of potential purchase and sale agreement for the purchase of real property in connection with the Substance Use Disorder Recovery Center.

Property:  
04-05-25-009001-001-01

Section 125.355, Florida Statutes, governs the procedure a County government must follow in order to purchase real property. The process requires a thirty-day notice published prior to the board meeting where the Board will consider entry into a real estate purchase agreement. The statute gives local governments the option to adopt an alternative method of advertising its intent to enter into a purchase and sale agreement if it does not need to keep offers for purchase confidential. The County adopted an ordinance codified at Section 2-175 of the Clay County Code which simplifies the process as follows:

**Sec. 2-175. - Procedure and alternative procedure for approval of real property purchase agreements.**

(a) Unless the board of county commissioners shall give direction as provided in subsection (b) that the alternative procedures provided in subsection (c) be observed in connection with the county's proposed acquisition by purchase of a specifically identified parcel or parcels of real property, the procedures provided in Section 125.355, Florida Statutes, shall be observed for all proposed acquisitions by purchase of real property by the county.

(b) At the direction given by a super majority of the quorum of the board of county commissioners at any regular or special meeting thereof with respect to any specifically identified parcel or parcels of real property, the alternative procedures provided in subsection (c) shall be observed for the proposed purchase by the county of such specifically identified parcel or parcels of real property.

(c) Upon the giving by the board of county commissioners of the direction as provided in subsection (b) with respect to any specifically

identified parcel or parcels of real property, any and all written appraisals procured or received by the county related to such specifically identified parcel or parcels of real property prior to or following the giving of such direction, and any and all written offers and counteroffers made or received by the county related to such specifically identified parcel or parcels of real property prior to or following such direction shall be available for immediate public disclosure and shall not be exempt from the provisions of Section 119.07(1), Florida Statutes. Upon the giving by the board of county commissioners of the direction as provided in subsection (b) with respect to any specifically identified parcel or parcels of real property, said board shall be authorized at any subsequent regular or special meeting thereof to enter into any agreement or agreements for the purchase of such specifically identified parcel or parcels of real property upon such terms and conditions as said board shall deem appropriate without the procurement or receipt of any appraisal related thereto following a public hearing preceded by the publication at least five (5) days prior thereto of notice of said board's intent to consider the same. Such notice shall appear in a newspaper of general circulation within the county that is published on at least a weekly basis.

The use of the alternative procedure significantly decreases the notice period before which a purchase and sale agreement can be considered by the Board from 30 days to 5 days published notice. In order to use the alternative procedure, all appraisals for the property which have been received by the County must be made available to the public as soon as the Board approves the use of the shortened notice period.

It is important to note that the Board is not being asked to approve any purchase today. If a real estate purchase and sale agreement is negotiated, it will be brought back to the Board for consideration at a public hearing at a subsequent meeting.

Approval by the Board by a supermajority vote is requested to approve the use of the alternative method for any purchase and sale agreement for the specified parcel.







Agenda Item  
Clay County Board of County Commissioners

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

TO:                      DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

---

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Elevate Florida Overview	Cover Memo	4/4/2025	Elevate_Florida_Overview.ADA.pdf
▢ Elevate Florida FAQs	Backup Material	4/4/2025	Elevate_Florida_FAQ_01-15-25.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/2/2025 - 4:43 PM	Item Pushed to Agenda

# Florida Division of Emergency Management Launches Statewide Residential Mitigation Program, Elevate Florida

CHARLOTTE COUNTY, Fla. (Feb. 7, 2025) – The Florida Division of Emergency Management has launched Elevate Florida, the state’s first residential mitigation program aimed at enhancing community resilience by protecting private residences from natural hazards.

The Elevate Florida application portal is now open. Residents can apply by creating an account and completing an application at <https://fdem-resmit.my.site.com/Elevate>.

Homeowners do not need to have experienced prior flooding or damage to be eligible. However, applications may be prioritized based on a history of loss. To qualify, property owners must:

- Be over the age of 18.
- Be a U.S. citizen, non-citizen national, or qualified alien.
- Be the legal owner of a residential property in Florida.
- Be able to contribute up to 25% of the project’s total cost. Property owners will be required to provide up to 25% of initial inspection costs before inspections are completed. Total project costs will vary based on factors such as project type, square footage, foundation and construction type, and required project activities. Approved property owners will receive a detailed breakdown of construction costs and will have time to decide whether to proceed with the next phase. The cost-share also includes relocation expenses during construction, with the program covering at least 75% of these costs.

Multi-family real estate such as duplexes, triplexes, condos, townhomes, semi-detached homes, apartments and manufactured homes may be eligible.

Eligible construction projects include:

- Structure elevation – Physically raising an existing structure.
- Mitigation reconstruction – The construction of an improved, elevated building on the same site where an existing building and/or foundation has been partially or completely demolished or destroyed. These activities result in the construction of code-compliant and hazard-resistant structures. Mitigation reconstruction is the alternative to elevation when the structure is not sound enough to elevate, as determined during application review.
- Acquisition/demolition – A structure is purchased from voluntary sellers and demolished, to be maintained by the local community as open space. The local community must agree to participate in this project type.
- Wind mitigation – Measures that reduce the risk of future wind damage to structures. This may include alterations to the roof, windows, doors, and other vulnerable components of structures. Wind mitigation is another alternative for homes that are not sound enough to elevate.



Program benefits include:

- Significant cost savings – Homeowners can save 75-100% on flood mitigation costs.
- Lower insurance premiums – Strengthened structures may qualify for reduced flood insurance rates.
- Increased property value – Improved flood resilience can enhance home value.
- Comprehensive support – Assistance from application through construction, including contractor services, temporary housing support, and Americans with Disabilities Act accommodations.

Residents are encouraged to take advantage of this opportunity to protect their homes. For more information or assistance with the application, visit the Contact Us page on the portal, email [info@elevatefl.org](mailto:info@elevatefl.org), or call the contact center from 7 a.m. to 7 p.m., Monday through Friday at 877-ELEV8FL (877-353-8835). For TTY services, dial 7-1-1.

## Elevate Florida: FDEM's Residential Mitigation Program

Important Notice: [Elevate Florida Application Deadline Approaching](#)

Attention all interested property owners! **Please be advised that applications will no longer be accepted after April 11, 2025, at 7:00 p.m. ET.** All draft applications that have not been submitted by the deadline will not be considered for funding. To access your draft application, log into your account, click on the Status tab at the top of your screen, and click on the tracking number hyperlink. Make sure to complete and click on the Submit button before the deadline to ensure your application is considered. Don't miss out on this opportunity—submit your application today!

Elevate Florida is a first-of-its-kind, groundbreaking statewide residential mitigation program. Led by the Florida Division of Emergency Management (FDEM), this program is designed to protect homes and communities by reducing damage caused by natural disasters like hurricanes and floods. Elevate Florida is designed to expedite the entire process and complete a resident's mitigation project.

The "Elevate Florida" residential mitigation program, aimed at protecting homes from natural hazards, officially launched on February 7, 2025.

Here's a more detailed breakdown:

**Launch Date:**

The Florida Division of Emergency Management (FDEM) launched Elevate Florida on February 7, 2025.

**Program Goal:**

This program aims to enhance community resilience by providing grants to property owners to elevate their homes and reduce the risk of damage from natural disasters.

**Application Portal:**

The application portal for Elevate Florida is now open.

**Accessibility:**

FDEM is offering assistance for individuals with limited computer access to complete applications through alternative methods.

**Contact Information:**

For more information, contact: Email: [info@elevatefl.org](mailto:info@elevatefl.org) | Phone: 877-353-8835



# Elevate Florida, FDEM's Residential Mitigation Program

## Frequently Asked Questions

Elevate Florida is Florida's first Statewide Residential Mitigation Program, implemented by the Florida Division of Emergency Management (FDEM). The goal of this program is to enhance community resilience by mitigating private residences against natural hazards. Please be aware that the program is in the final stages of development, and program components referenced below may be subject to change. If you have additional questions, please visit our [Elevate Florida webpage](#) or contact the [Residential Mitigation team](#).

### **FREQUENTLY ASKED QUESTIONS:**

#### ***When will the Elevate Florida application portal be open?***

The application portal is anticipated to open in the coming weeks. For those with limited computer access, assistance will be available to complete your application through other methods. FDEM will provide information about how and when to apply via email and on the website listed above. Subscribe to the [Elevate Florida Updates topic](#) on our website to receive email communications.

The Elevate Florida application portal will be separate from the systems used by local governments to apply to these programs. Residents **should not** create a FEMA GO, grants.gov, or sam.gov account.

#### ***Why should I apply to Elevate Florida and not go through my local government to apply?***

Elevate Florida is a Florida specific program, designed to significantly reduce the time it takes to apply and complete the project if awarded. Because homeowners are able to apply directly to the State (FDEM), some of the typical constraints are eliminated, allowing more residents to receive funding.

#### ***How is Elevate Florida different than the Hazard Mitigation Grant Program (HMGP) or Flood Mitigation Assistance (FMA)?***

FMA is a nationally competitive annual grant program which requires NFIP coverage prior to funding announcement. HMGP becomes available after a disaster declaration. Both FMA and HMGP are not available directly to residents and residents must apply through their local government. Under typical circumstances, the average time period from application submittal to construction is between 2-3 years.

Elevate Florida is a Florida specific program which enables homeowners to apply directly with the State for funding consideration. This program is expected to be an expedited process with an anticipated time period of 2-6 months from application to the start of construction for most homeowners.

#### ***Am I eligible to apply?***

More information regarding eligibility will be announced soon. Because Elevate Florida will utilize multiple funding sources, the program is accessible to a wide range of circumstances and homeowners. In general, an eligible participant must be over the age of 18, a U.S. citizen, the owner of the home, and a voluntary participant. Additionally, the structure must be owned by an individual or individuals, not a company. Structures which are owned by an LLC or other organization are not eligible to participate in Elevate Florida, and should reach out to their local government regarding other mitigation funding opportunities.

You do not need prior flooding history to be considered eligible for Elevate Florida. Structures in the Special Flood Hazard Area (SFHA) with no prior flooding history are encouraged to apply. Structures located out of the SFHA that have experienced flooding are also encouraged to apply. If available, information regarding prior flood history should be submitted as supporting documentation with the application. Identify your flood zone using [FDEM's Flood Map Service](#).

*Published 01/15/2025*



# Elevate Florida, FDEM's Residential Mitigation Program

## Frequently Asked Questions

### ***What grant program do I need to apply for?***

There will be one application for Elevate Florida, through the Elevate Florida application portal. FDEM is utilizing multiple FEMA grant programs to fund Elevate Florida. During review, the State will identify the most appropriate grant program for your project.

### ***What activities are ineligible under Elevate Florida?***

Each project type has different eligible and ineligible activities. In general, activities for purely aesthetic purposes are considered ineligible unless required by local ordinance or historical review findings. For Mitigation Reconstruction and Structure Elevation, work on auxiliary structures on the lot (detached garages, storage sheds etc.), are ineligible.

Second story conversion and first floor abandonment are not considered eligible techniques in Florida mitigation grant programs. This is due to a variety of factors, the most predominant being concerns regarding structural integrity during the conversion process and for the life of the structure. **Please keep in mind that this is not an exhaustive list.** Additional guidance regarding eligible and ineligible activities are coming soon.

### ***How much funding will my project be approved for?***

Each project's budget will be assessed during the application's review period. Each project must be found cost effective during the application review. Property owners who are approved for a grant will be advised of their required cost share percentage and amount during the pre-construction phase of the project.

### ***What is the difference between Structural Elevation and Mitigation Reconstruction?***

Structural Elevation is the physical raising of the existing structure out of the floodplain. Mitigation Reconstruction is the demolition of the existing structure, and construction of a new, code compliant structure within the footprint of the original home.

Mitigation Reconstruction is not considered an eligible project in the Coastal High Hazard Area (V flood zones), or in Regulatory Floodways. Identify your flood zone using [FDEM's Flood Map Service](#), or contact your local Floodplain Office for assistance. Additionally, the square footage of the newly constructed home must be no more than 10% greater than the original structure (not including breezeways, deck, garages, etc. unless situated on the original foundation system).

As part of the program, homes which have not been demolished or completely destroyed will undergo a structural integrity assessment. This assessment determines if the home is structurally sound enough to withstand the elevation. If the home is structurally sound, the home is ineligible for Mitigation Reconstruction and can only proceed as a Structural Elevation or Acquisition-Demolition through Elevate Florida.

### ***What can I do now to prepare for the application?***

The homeowner portion of the application consists of general information regarding your home, and completion of FEMA required forms. Homeowners can prepare by locating a copy of their NFIP declarations page if covered by flood insurance, locating an elevation certificate for the structure (if available), and gathering other information as specified on the [Elevate Florida webpage](#). Please keep in mind that even if the aforementioned are not available, you may still be eligible to participate in Elevate Florida and assistance will be provided to gather this documentation.

### ***Do I need an Elevation Certificate, soil studies, or engineering design completed to apply?***

No. As part of Elevate Florida, an elevation certificate, all required studies and assessments, and the design will be acquired on your behalf.

*Published 01/15/2025*



# Elevate Florida, FDEM's Residential Mitigation Program

## Frequently Asked Questions

### ***Am I required to have a National Flood Insurance Program (NFIP) flood insurance policy to apply?***

No, you do not need to have an active NFIP policy at the time of application. It is a FEMA requirement for structural elevation and mitigation reconstruction participants to obtain and maintain satisfactory NFIP coverage for the life of the structure following project closeout.

### ***Can I start construction ahead of grant approval?***

No, construction cannot begin until a project has been reviewed, approved, and finalized under a signed contract. Any work completed prior to grant approval is not reimbursable. Additionally, beginning construction related to the project's scope of work prior to approval will render the project ineligible.

### ***Can I work on my house while waiting for grant approval?***

Yes, as long as the work is not directly related to the scope of work for your proposed project.

### ***Is there additional financial assistance for the homeowner cost-share?***

There are no supplemental grant programs which offer assistance to cover the homeowner cost share for Elevate Florida.

Homeowners may be eligible to receive funding through NFIP if they qualify for Increased Cost of Compliance (ICC). ICC is not a grant program, but may be able to be used in conjunction with the Elevate Florida grant program or privately to assist in reducing out of pocket cost for eligible mitigation activities. ICC consists of a coverage up to \$30,000, which is a part of most standard flood insurance policies under the NFIP. As part of Elevate Florida, ICC funding may be used to cover some or all of the cost share for eligible homeowners.

### ***Will there be ADA accommodations?***

For homeowners with a permanent disability participating in Structural Elevation or Mitigation Reconstruction, a ramp or mechanical lift may be eligible as part of your project. Homeowners seeking accommodation as part of the grant program must submit documentation of a permanent disability for State review.

### ***Is temporary housing assistance available during construction?***

Yes, temporary housing assistance will be available while your structure is under construction. More information regarding assistance will be available following the launch of the application portal.

### ***Are secondary residences eligible to participate?***

Yes, secondary residences may be eligible to participate in Elevate Florida. Be aware that the program will prioritize primary residences, substantially damaged properties, and/or repetitive loss or severe repetitive loss properties, among other priorities.

### ***Will I need to hire a contractor for my elevation or mitigation reconstruction?***

No. Through Elevate Florida, the State will be providing contractors to provide turnkey construction services. This includes pre-construction activities, such as surveying and structural integrity assessments.

### ***Do I need a contractor's estimate to apply?***

No, you will not need an estimate for construction to apply for Elevate Florida.

Published 01/15/2025



Agenda Item  
Clay County Board of County Commissioners

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

TO: Board of County  
Commissioners

DATE: 2/19/2025

FROM: Courtney  
Grimm

SUBJECT:

AGENDA ITEM  
TYPE:

---

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ Fire Chief Memo	Cover Memo	4/4/2025	Fire_Chief_Memo_Medtrust_Renewal_2025.ADA.pdf
▣ Application	Backup Material	4/4/2025	Application.ADA.pdf
▣ Ambulance Presentation	Presentation	4/4/2025	Private_Ambulance_Presentation_22-23_23-24.ADA.pdf
▣ Medical Director Letter	Cover Memo	4/4/2025	MD1_signed_memo.ADA.pdf
▣ COPCN	Agreement/Contract	4/2/2025	COPCN_Certificate-Class_B_C_Dada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	4/2/2025 - 4:43 PM	Item Pushed to Agenda



## CLAY COUNTY FLORIDA

### Public Safety Department

#### Mailing Address:

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

#### Physical Address:

2519 State Road 16 West  
Green Cove Springs, FL  
32043

Area code: 904  
Phone: 284-7703  
Fax: 284-7144

#### County Manager

Howard Wanamaker

#### Commissioners:

John Sgromolo  
District 1

Alexandra Compere  
District 2

Jim Renninger  
District 3

Betsy Condon  
District 4

Kristen Burke, DC  
District 5

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



## Memorandum

TO: Clay County Board of County Commissioners

FROM: David E. Motes, Acting Fire Chief

DATE: April 2, 2025

SUBJECT: **Clay County Fire Rescue Review of the MT Medical Florida, LLC, Renewal Application for Class B, C and D Certificates of Public Convenience and Necessity for Emergency Medical Care and/or Transportation within Clay County**

**Issue:** Pursuant to Chapter 401, Florida Statutes, counties are responsible for the provision of emergency medical services to their citizens. Clay County has done so by promulgating Chapter 7.3 of the Clay County Ordinance Code by which it establishes standards for issuing certificates of public convenience and necessity (COPCNs) for emergency and nonemergency non-transport and transport prehospital services, advanced life support services (ALS), basic life support services (BLS), emergency inter-facility medical transport services, and nonemergency inter-facility medical transport.

On February 11, 2025, the Fire Rescue Department received a renewal application from MT Medical Florida LLC, requesting the renewal of Class B, C and D COPCNs for emergency medical care and/or transportation, or nonemergency transportation within Clay County. Class certificates applied for are consistent with the four private providers currently operating in Clay County and coverage of services are as follows:

*Class B:* certificates for private or municipal providers of ambulances to conduct emergency or nonemergency interfacility medical transport or transport services at the ALS or BLS level.

*Class C:* certificates for private or municipal providers of ambulances to conduct emergency or nonemergency interfacility medical transport or transport services requiring on-board clinical capabilities which may exceed those of a conventionally equipped and staffed ALS ambulance which services originate within the county pursuant to a physician's order.

*Class D:* certificates for private or municipal providers of ambulances to conduct emergency or nonemergency interfacility medical transport or transport services, interfacility neonatal transport and emergency or nonemergency organ/blood transport, including the transport of transplant teams or other emergency or nonemergency interfacility medical transport services at the ALS or BLS level between two (2) establishments licensed as hospitals pursuant to Chapter 395, Florida Statutes.

**Background:** Under Chapter 7.3 of the Clay County Ordinance Code, the Board specifically charges Clay County Fire Rescue with the responsibility of providing emergency and nonemergency prehospital advanced life support and basic life support non-transport and transport services within the County. It does so by managing the operation and locations of its 13 Rescue Units, not in a purely geographical centric model, but by insuring appropriate coverage through move ups and dynamic positioning of units to meet peak demands.

The applicant is requesting a renewal of the COPCN that they currently hold with Clay County. Approval of the renewed COPCN will allow continued coverage and continuity of care for patients served within the health care facilities within Clay County.

**Finding:**

**Application Review:** The Ordinance requires that when an application requesting the issuance of a COPCN is received, the Fire Chief is to conduct an investigation of the application in order to determine 1.) The public need for the proposed service in the geographical area requested, and 2.) Other pertinent facts which the Clay County Fire Rescue Department may deem relevant in determining the fitness of the applicant to receive a certificate.

This analysis is to be assisted by the County's Medical Director and the County's Office of Management and Budget (OMB) Director. The County's Medical Director is to review the applicant's standard operating policies and procedures and medical treatment protocols as well as equipment list to insure their full compatibility with Clay County Fire Rescue's existing response operation. Similarly, the County's OMB Director is charged with providing an analysis of the financial implications to the County if the COPCN application is approved, including what modifications would be necessary to the current County EMS operation. (Their reports, along with their respective endorsements or articulated concerns are attached for individual review and consideration.)

Subsequent to the referenced review of the MT Medical Florida, LLC, application by the Fire Chief, it is found that it is complete and in order.

**General Analysis of the Application:**

MT Medical Florida, LLC, is considered to be fully competent and proficient, and as such is judged to be financially, administratively and operationally capable of assuming the certificate required services to Clay County if the COPCN renewal request is granted.

The applicant understands their position of acting as a force multiplier for the County's emergent needs thereby allowing the Department's emergency response program more resiliency.

**BCC Recommendation:**

In accordance with Section 7.3-7 of the Ordinance, the Board shall make its finding one of the following:

- 1.) That a certificate is necessary to protect health, safety, and welfare of the citizens of the County and it shall be issued, subject to any conditions and/or limitations,
- 2.) That a certificate be denied.

DEM/dem





1734 Kinglesy Avenue, Unit 3  
OrangePark, FL 32073  
www.ridemedtrust.com  
Office (904) 518-3701

Friday, February 7, 2025

Deputy Chief Jason Boree  
Clay County Fire & Rescue  
2519 SR 16 West  
Green Cove Springs, Florida 32043

Chief Boree:

Please accept this letter, and the supporting documentation provided, as the Certificate of Public Convenience and Need application for MT Medical Florida LLC, D/B/A MedTrust "MedTrust".

**Pursuant to Section 7.3-4 of the ordinance:** MedTrust is reapplying for a Class B, C, & D certificate to provide ambulance service within Clay County, Florida.

**Pursuant to Section 7.3-5 (1) of the ordinance:**

Corporate Address:	MT Medical Florida LLC.  PO BOX 451159, Omaha NE, 68145-6159
Regional Headquarters:	MedTrust 6820 Southpoint Parkway Ste 3 Jacksonville, FL 32216

**Name & Addresses of Officers & Directors**

Name	Address	Position
Ed Matteson	131 Lawndale Blvd Frankfort IL, 60425	President
Adam Reis	357 Ledge Rd Seekonk, MA 02771	Senior Regional Director
Courtney Lust	70 Wineberry Ln, Saint Augustine FL, 32092	Regional Manager

**Pursuant to Section 7.3-5 (2) of the ordinance:**

MedTrust desires to continue to serve interfacility transport needs throughout Clay County, Florida. There continues to be needed MedTrust services to meet interfacility transportation needs in Clay County.



1734 Kingsley Avenue, Unit 3  
OrangePark, FL 32073  
www.ridemedtrust.com  
Office (904) 518-3701

Renewing our COPCN will reduce wait times and improve both customer service and patient care through additional resources available for transport & free-market competition. We have remained a professional Medical Transport provider in the County, and with your recommendation will continue to be so.

**Pursuant to Section 7.3-5 (3) of the ordinance:**

MedTrust already owns 19 ambulances in Florida that is licensed at both the BLS and ALS levels. A schedule of owned vehicles is attached to this application.

MedTrust will continue to operate 2-units operating twenty-four hours per day in accordance with Section 7.3-5(3) of the ordinance. Units operate from Kingsley Blvd location and the Baptist Freestanding in Oakleaf. MedTrust currently operates an additional 12-units operating various schedules to include 2 twenty-four hours per day from our Jacksonville Southpoint location as well as many other units on various locations throughout the area.

A copy of MedTrust's insurance certificate is attached as evidence of compliance with Section 7.3-5(3) b

A copy of MedTrust's Affidavit of Solvency is attached to this application as evidence of compliance with Section 7.3-5(3) c

**Pursuant to Section 7.3-5 (4) of the ordinance:**

MedTrust asks that the Certificate of Public Convenience will be renewed. We currently lease 1734 Kingsley Avenue, Unit 3, Orange Park FL, 32073.

**Pursuant to Section 7.3-5(5) of the ordinance:**

MedTrust's application for state licensure is attached as well as a copy of our Florida EMS license.

The most recent staff roster in a format consistent with Florida requirements is also attached.



1734 Kinglesy Avenue, Unit 3  
OrangePark, FL 32073  
[www.ridemedtrust.com](http://www.ridemedtrust.com)  
Office (904) 518-3701

**Pursuant to Section 7.3-5(6) of the ordinance:**

Dr. Eric Brittian  
6820 Southpoint Parkway, Suite 3  
Jacksonville, Florida 32246  
ME139006

**The Remaining Balance of this sheet is intentionally left blank.**





1734 Kinglesy Avenue, Unit 3  
OrangePark, FL 32073  
www.ridemedtrust.com  
Office (904) 518-3701

**Pursuant to Section 7.3-5(7) of the ordinance:**

MedTrust communicates with it's units primarily with an MDT application delivered to the units by an assigned cellular device. This allows the crew to be dispatched on calls, mark themselves at the various stages of the call (en route, on scene, transporting, etc.) and it be directly recorded in our computer aided dispatch system without human intervention. Each unit is also assigned cell phone for telephone communications with our dispatch center and the hospitals/facilities. Each MedTrust ambulance is also equipped with Verizon Network Fleet functioning as an automatic vehicle locator system. Each MedTrust ambulance has a VHF/UHF radio in both the front and back of the units; programed to the following frequencies/talk groups. (a copy of MedTrust's FCC license is attached)

Med Channel	RX Frequency	Tx Frequency	Talk Group	Med Channel	RX Frequency	Tx Frequency	Talk Group
WOLFSONS	463.0125	468.0125	136.5	MED 6 DUVAL	463.125	468.125	146.2
ORANGE PARK	463.0125	468.0125	167.9	BAPT. SOUTH	463.1375	468.1375	173.8
MED 2 NASU	463.025	468.025	136.7	BAPT. CLAY	463.1375	468.1375	173.8
MED 2 ST JOHN	463.025	468.025	167.9	BAPT TOWN CNTR	463.1375	468.1375	173.8
MEM. ATLANTIC	463.050	468.050	186.2	NAS JAX	463.150	468.150	203.5
BAPT. MAIN	463.0625	468.0625	151.4	ST. V's SOUTH	463.1625	468.1625	103.5
BAPT. NASSAU	463.0625	468.0625	136.5	MED 8	463.175	468.175	167.9
UF HEALTH	463.075	468.075	127.3	MEMORIAL	463.1125	468.1125	186.2
BAPT. BEACH	463.0875	468.0875	162.2	MEM JULINGTON	463.1125	468.1125	167.9
BAPT.NORTH	463.0875	468.0875	173.8	MED 82	463.175	468.175	
PARK WEST	463.0875	468.0875	146.2	MED 10	462.975	467.975	146.2
UF NORTH	463.100	468.100	186.2	St. Vs RIVER	463.0375	463.0375	110.9
MED 5 CLAY	463.100	468.100	167.9	Mayo	436.050	438.050	146.2
MEM. MAND	463.050	468.050	186.2				



1734 Kinglesy Avenue, Unit 3  
Orange Park, FL 32073  
www.ridemedtrust.com  
Office (904) 518-3701

Each MedTrust unit is assigned a shift number; which typically corresponds to the vehicle number unless that unit is out of service, then a spare ambulance would be used but their call number would remain the same.

**Pursuant to Section 7.3-5(8) of the ordinance:**

MedTrust currently serves Jacksonville Duval, Nassau, Saint John's, Baker, and Bay County, Florida as an ambulance transportation provider. Beyond the required mutual aid language, we do not have a specific municipality that we solely serve. Our focus is on hospital and health care systems. MedTrust is now acquired by MidWest Medical Transport that has a large near national footprint.

A copy of our Florida EMS license and our Duval County COPCN is attached to this application. We also have other COPCN applications active with other counties in the First Coast.

**Pursuant to Section 7.3-5(9) of the ordinance:**

A copy of MedTrust's insurance is attached. MedTrust agrees to provide copies as required by Florida Administrative Code naming the Board of County Commissioner's of Clay County as additional named insured.

**Pursuant to Section 7.3-5(9) (a) of the ordinance:**

MedTrust agrees to execute an appropriate hold harmless and indemnity agreement as specified under the ordinance if the certificate is approved.

**Pursuant to Section 7.3-5(10) of the ordinance:**

An electronic copy of MedTrust's standard operating procedures and medical treatment protocols are attached and included with this application.

**Pursuant to Section 7.3-5(11) of the ordinance:**

MedTrust understands and agrees that Clay County Fire and Rescue may request our assistance in temporary & immediate circumstances under the specified occurrences. MedTrust understands and agrees that we will comply with the orders of the Clay County Fire Rescue Chief and/or his/her designee in such temporary or emergency situations. However, in an area wide disaster resources may be limited to provide assistance.





1734 Kinglesy Avenue, Unit 3  
Orange Park, FL 32073  
www.ridemedtrust.com  
Office (904) 518-3701

**Pursuant to Section 7.3-5(12) of the ordinance:**

This is not applicable

**Pursuant to Section 7.3-5(13) of the ordinance:**

Copies of MedTrust's Florida EMS license and DEA certificate are attached.

**Pursuant to Section 7.3-5(14) of the ordinance:**

MedTrust's rate sheet is attached.

**Pursuant to Section 7.3-5(15) of the ordinance:**

I hereby certify that this service will provide continuous service on a 24 hour, 7 day a week basis. I, the undersigned representative of MT Medical Florida D/B/A MedTrust, do hereby attest that this service meets all of the requirements for operation of an ambulance service in the State of Florida, as provided in Chapter 401, F.S. and Chapter 64E-2, F.A.C., and that I have read and fully understand Clay County Ordinance 2018-23.

I further acknowledge that discrepancies discovered during the effective dates of this Certificate of Public Convenience and Necessity will subject this service and its authorized representatives to corrective action and penalty as provided in the referenced authority.

TO THE BEST OF MY KNOWLEDGE, ALL STATEMENTS ON THIS APPLICATION ARE TRUE AND CORRECT.

Printed Name: **Courtney Lust**

Title: **Regional Manager, Florida & Georgia Operations**

Signature of Representative: \_\_\_\_\_

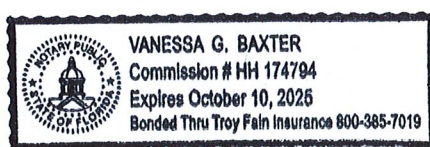
STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of February 2025  
By Courtney B. Lust

He/she is: Personally known to me or Produced identification

I.D. Type and number FL Drivers License L230102-83-0580  
Notary Public Signature: Vanessa G. Baxter

Commission  
Stamp



# THE “AVERAGE” RESCUE UNIT

<b>Total EMS costs, FY 2022/2023</b>	<b>\$25,454,541</b>
<b>Less Ambulance Fees</b>	<b><u>(\$6,248,910)</u></b>
<b>Net EMS Costs</b>	<b>\$19,205,631</b>
<b>Total EMS Costs divided by 13 front-line rescue unit</b>	<b><u>\$1,477,356</u></b>
<b>Additional County Units to Cover Private Transports</b>	<b>2</b>
<b>Estimated Total Cost to Assume Private Transports</b>	<b><u>\$2,954,712</u></b>

# THE “AVERAGE” RESCUE UNIT

<b>Total EMS costs, FY 2023/2024</b>	<b>\$28,542,414</b>
<b>*Less Ambulance Fees</b>	<b><u>(\$2,885,269)</u></b>
<b>Net EMS Costs</b>	<b>\$25,657,145</b>
<b>Total EMS Costs divided by 13 front-line rescue unit</b>	<b><u>\$1,973,627</u></b>
<b>Additional County Units to Cover Private Transports</b>	<b>2</b>
<b>Estimated Total Cost to Assume Private Transports</b>	<b><u>\$3,947,253</u></b>

**\* Change Healthcare’s Data Breach stopped Ambulance Billing Between February – August of 2024. This significantly impacted revenue.**





**CLAY COUNTY  
FLORIDA**

**Public Safety Department**

**Mailing Address:**

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

**Physical Address:**

2519 State Road 16 West  
Green Cove Springs, FL  
32043

Area code: 904  
Phone: 284-7703  
Fax: 284-7144

**County Manager**  
Howard Wanamaker

**Commissioners:**

John Sgromolo  
District 1

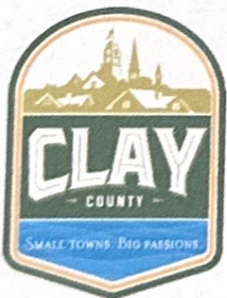
Alexandra Compere  
District 2

Jim Renninger  
District 3

Betsy Condon  
District 4

Kristen Burke, DC  
District 5

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



March 21, 2025

David Motes, Acting Fire Chief  
Clay County Fire Rescue Department  
PO Box 1366  
2519 State Road 16 West  
Green Cove Springs, Florida

RE: Review and Approval of Medical Policies, Procedures, Protocols and equipment list for MT Medical Florida, LLC

This letter is to inform you that I have reviewed the proposed policies, procedures, protocols and equipment list provided to me for MT Medical Florida, LLC, , and approve them.

Should you have any questions, please feel free to contact me directly.

Respectfully,

A handwritten signature in blue ink, appearing to read "Justin Deaton".

Justin Deaton, M.D.  
Clay County Medical Director



**CLAY COUNTY BOARD OF COUNTY COMMISSIONERS  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

The Board of County Commissioners of Clay County hereby issues a Certificate of Public Convenience and Necessity to MT Medical Florida, LLC, to provide services with limitations as prescribed herein:

- 1) Class B: Certificates for private or municipal providers of ambulances to conduct emergency or non-emergency interfacility medical transport or transport services at the ALS or BLS level.
- 2) Class C: Certificates for private or municipal providers of ambulances to conduct emergency or non-emergency interfacility medical transport or transport services requiring on-board clinical capabilities which may exceed those of a conventionally equipped and staffed ALS ambulance which services originate within the County pursuant to a physician's order.
- 3) Class D: Certificates for private or municipal providers of ambulances to conduct emergency or nonemergency interfacility medical transport or transport services, interfacility neonatal transport and emergency or nonemergency organ/blood transport, including the transport of transplant teams or other emergency or nonemergency interfacility medical transport services at the ALS or BLS level between two (2) establishments licensed as hospitals pursuant to Chapter 395, Florida Statutes.

The above-named service affirms that it will maintain compliance with Ordinance No. 2018-23, as amended.

Effective: April 15, 2025

Date of Expiration: April 14, 2027 (Unless suspension or revocation is prior thereto)

ATTEST:

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

\_\_\_\_\_  
Betsy Condon, Chairman  
Board of County Commissioners



Agenda Item  
Clay County Board of County Commissioners

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

TO: Board of County Commissioners

DATE: 3/18/2025

FROM: Samantha Olsen, Planner 1

SUBJECT: This application is a proposed text amendment to the 2040 Comprehensive Plan. The application would make changes to CFE Policy 1.1.1 and CFE Policy 1.1.13 with respect to the Clay County Water Supply Facilities Work Plan.

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

\*\*\*\*\*Staff will need to upload a Water Supply Facilities Work Plan\*\*\*\*\*

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Staff_Report_COMP_25-0008	Backup Material	3/28/2025	Staff_Report_COMP_25-0008.ADA.pdf
▢ Draft_Ordinance_COMP_25-0008	Ordinance	3/28/2025	Draft_Ordinance_COMP_25-0008.ADA.pdf
▢ DRAFT_Water_Supply_Plan_COMP_25-0008	Backup Material	4/4/2025	COMP_25-0008_Water_Supply_Plan_clean_bc_edits.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	4/2/2025 - 5:24 PM	Item Pushed to Agenda





1 **Staff Report and Recommendations for COMP 25-0008**

4 **Introduction:**

5 The proposed amendment to CFE Policy 1.1.1 will update the Clay County level of service standards for  
6 sanitary sewer, solid waste, potable water and drainage facilities. The proposed amendment to CFE Policy  
7 1.1.13 will reference the updated 2025-2035 Clay County Water Supply Facilities Work Plan.

8 **Background:**

9 This application is a Staff initiated amendment to the Comprehensive Plan prompted by the acceptance of  
10 the updated North Florida Regional Water Supply Plan by the St. Johns River Water Management District  
11 Board of Directors on December 12, 2023. Chapter 163, Part II Florida Statutes (F.S.), requires local  
12 governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the  
13 St. Johns River Water Management District approves a regional water supply plan or its update. The North  
14 Florida Regional Water Supply Plan is a joint effort between the Department of Environmental Protection,  
15 the St. Johns River Water Management District and the Suwannee River Water Management District. The  
16 water supply plan provides potential sources of freshwater and population projections while tracking water  
17 quality and usage.

18 **Summary of the Proposed Comprehensive Plan Text Amendment:**

19 The proposed amendment will revise CFE Policy 1.1.1 level of service standards and CFE Policy 1.1.13  
20 references to the updated 2025-2035 Clay County Water Supply Facilities Work Plan. The changes  
21 proposed are as follows:

*CFE POLICY 1.1.1*

Clay County hereby adopts the following as the level of service standards to be maintained for  
sanitary sewer, potable water, solid waste, and drainage facilities in Clay County. Current and  
proposed level of service standards shall be considered both in this Policy and in the Water  
Supply Facilities Work Plan:

1) Sanitary Sewer Average Flow  
~~311 GPD~~279-gpd\*/ERC

2) Solid Waste Design Capacity (Class I Waste)  
2008-2025  
3.99 lbs per capita per day

3) Potable Water Minimum Design

~~450 GPD~~~~311-gpd~~/ERC (peak flow)

Pressure

20 Psi<sup>1</sup>

\*GPD = gallons per day

ERC = Equivalent Residential Connection

Psi = Pounds Per Square Inch.

Gpm = Gallons Per Minute.

\*\*Level of service for sanitary sewer and potable water at a specific treatment facility may be reduced to levels that have been reviewed and approved by the Florida Department of Environmental Protection.

<sup>1</sup> Based upon minimum needed fire flow, Fire Suppression Rating Schedule, February 2004, Insurance Service Office.

4) Drainage Facilities

Drainage Facility	Design Frequency
Crossdrains for Major Watersheds	50 years 24 hours
Detention/Retention/Attention Basins	25 year, 24 hour critical event with protection to a 100 year rainfall
Bridges and Bridge Culverts	50 years
Crossdrains for Minor Watersheds	25 years
Crossdrains and Ditches for Internal Drainage	25 years
Sidedrains for Roadway Ditches	10 years
Storm Sewers <sup>1</sup>	5 years

<sup>1</sup> Unless conditions prevail that indicate a lower control elevation desirable; the optimum hydraulic grade control shall be one foot below the invert of the gutter at the upstream end.

*CFE POLICY 1.1.13*

The Clay County Water Supply Facilities Work Plan ~~(2018-2030)~~ (2025-2035) is hereby adopted by reference.

### Analysis of Proposed Amendment Regarding Urban Sprawl

It is the intent of Clay County to discourage the proliferation of Urban Sprawl. As required by FS 163.3177, all proposed comprehensive plan amendments are to be analyzed to ensure that urban sprawl and its negative impacts are not promoted. Although Future Land Use Element (FLU) Policy 1.5.7 allows exceptions for population growth and public health, the intent is to limit central water and sewer service to within the Urban Service Area. The County confirms service availability with utility providers prior to issuance of a building permit.

### Recommendation

Staff supports the long-term water supply planning of the north Florida regional water supply partnership and therefore recommends approval of COMP 25-0008.

ORDINANCE NO. 2025-\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING EITHER THE CLAY COUNTY 2040 COMPREHENSIVE PLAN ADOPTED BY ORDINANCE NO. 2018-31, AS SUBSEQUENTLY AMENDED, OR THE CLAY COUNTY 2045 COMPREHENSIVE PLAN, TO BE ADOPTED BY ORDINANCE ON MARCH 25, 2025, WHICHEVER IS IN EFFECT ON THE EFFECTIVE DATE OF THIS AMENDMENT, BOTH ADOPTED PURSUANT TO THE REQUIREMENTS OF SECTION 163.3184, FLORIDA STATUTES, TO AMEND CFE POLICY 1.1.1 REGARDING THE CLAY COUNTY LEVEL OF SERVICE STANDARDS FOR SANITARY SEWER, SOLID WASTE, POTABLE WATER, AND DRAINAGE FACILITIES AND TO AMEND CFE POLICY 1.1.13 TO REFERENCE THE 2025-2035 CLAY COUNTY WATER SUPPLY FACILITIES WORK PLAN; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 26, 2018, the Board of County Commissioners of Clay County, Florida (the “Board”), adopted Ordinance No. 2018-31, which adopted the Clay County 2040 Comprehensive Plan (the “Plan”) [OR on March 25, 2025, the Board of County Commissioners of Clay County, Florida (the “Board”), adopted Ordinance No. 2025- \_\_\_, which adopted the Clay County 2045 Comprehensive Plan (the “Plan”)]; and,

WHEREAS, Section 163.3184, Florida Statutes, outlines the process for the adoption of comprehensive plans or amendments thereto;

WHEREAS, COMP 25-0008, requests an amendment to the Plan;

WHEREAS, the Board desires to amend the Plan as provided for below.

Be It Ordained by the Board of County Commissioners of Clay County:

**Section 1.** Clay County Ordinance No. 2018-31, as amended, [OR Clay County Ordinance No. 2025- \_\_\_] is amended as provided in Sections 2 and 3 hereof.

**Section 2.** CFE Policy 1.1.1 of the Community Facilities Element of the adopted Comprehensive Plan is hereby amended as follows:

**CFE POLICY 1.1.1**

Clay County hereby adopts the following as the level of service standards to be maintained for sanitary sewer, potable water, solid waste, and drainage facilities in Clay County. Current and proposed level of service standards shall be considered both in this Policy and in the Water Supply Facilities Work Plan:

- 1) Sanitary Sewer                      Average Flow  
279 311 GPD/ERC
- 2) Solid Waste                              Design Capacity (Class I Waste)  
2008-2025  
3.99 lbs per capita per day
- 3) Potable Water                              Minimum Design  
344450 GPD/ERC (peak flow)
- Pressure  
20psi<sup>1</sup>

GPD = Gallons Per Day  
ERC = Equivalent Residential Connection  
Psi = Pounds Per Square Inch  
GPM = Gallons Per Minute

\*\*Level of service for sanitary sewer and potable water at a specific treatment facility may be reduced to levels that have been reviewed and approved by the Florida Department of Environmental Protection. 1 Based upon minimum needed fire flow, Fire Suppression Rating Schedule, February 2004, Insurance Service Office.

#### 4) Drainage Facilities

Drainage Facility	Design Frequency
Crossdrains for Major Watersheds	50 years 24 hours
Detention/Retention/Attention Basins	25 year, 24 hour critical event with protection to a 100 year rainfall
Bridges and Bridge Culverts	50 years
Crossdrains for Minor Watersheds	25 years
Crossdrains and Ditches for Internal Drainage	25 years
Sidedrains for Roadway Ditches	10 years
Storm Sewers <sup>1</sup>	5 years

<sup>1</sup> Unless conditions prevail that indicate a lower control elevation desirable; the optimum hydraulic grade control shall be one foot below the invert of the gutter at the upstream end.

**Section 3.** CFE Policy 1.1.13 of the Community Facilities Element of the adopted Comprehensive Plan is hereby amended as follows:

#### CFE POLICY 1.1.13

The Clay County Water Supply Facilities Work Plan (~~2018-2030~~2025-2035) is hereby adopted by reference.



**Section 4.** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 5.** The Planning and Zoning staff are authorized and directed within 10 days of the date of adoption of this Ordinance to transmit the proposed amendment package to the Florida Department of Commerce, and to other reviewing agencies, as specified in Section 163.3184, Florida Statutes.

**Section 6.** In accordance with Section 163.3184, Florida Statutes, if the Plan amendment provided by this Ordinance is not timely challenged, then the effective date of said Plan shall be the 31<sup>st</sup> day after the date the Department of Commerce notifies the County that the Plan amendment is complete. If the Plan amendment is timely challenged, however, said effective date shall be the date a final order is entered by the Department of Commerce or the Administrative Commission determining the amendment to be in compliance. No development orders, development permits or land uses dependent on this Plan amendment may be issued or commence before they have become effective.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS  
OF CLAY COUNTY, FLORIDA

By: \_\_\_\_\_  
Betsy Condon, Its Chair

ATTEST:

By: \_\_\_\_\_  
Tara S. Green,  
County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

2025-2035

# Clay County Water Supply Facilities Work Plan



## TABLE OF CONTENTS

<b>1.0</b>	<b>INTRODUCTION.....</b>	<b>1</b>
1.1	STATUTORY HISTORY .....	1
1.2	STATUTORY REQUIREMENTS .....	1
<b>2.0</b>	<b>BACKGROUND INFORMATION .....</b>	<b>2</b>
2.1	OVERVIEW .....	2
2.2	THE NORTH FLORIDA REGIONAL WATER SUPPLY PLAN (NFRWSP) .....	3
2.3	RELEVANT REGIONAL ISSUES .....	3
<b>3.0</b>	<b>DATA AND ANALYSIS .....</b>	<b>4</b>
3.1	POPULATION INFORMATION.....	4
3.2	POTABLE WATER SUPPLIES .....	5
3.3	POTABLE WATER LEVELS OF SERVICE STANDARD (LOS) .....	5
3.4	POPULATION PROJECTIONS WITHIN THE CCUA SERVICE AREA .....	7
3.5	WATER SUPPLY AND POTABLE WATER DEMAND WITHIN THE CCUA SERVICE AREA....	8
3.6	WATER SUPPLY AGREEMENTS.....	8
3.7	WATER SUPPLY PROVIDED BY OTHERS WITHIN THE UNINCORPORATED COUNTY .....	9
3.8	CONSUMPTIVE USE WATER SUPPLY PERMITS ISSUED TO SERVE CLAY COUNTY .....	11
3.9	WATER CONSERVATION .....	11
3.10	WATER REUSE .....	14
3.12	SECTOR PLANS .....	17
<b>4.0</b>	<b>CAPITAL IMPROVEMENTS .....</b>	<b>18</b>
4.1	NFRWSP WATER RESOURCE DEVELOPMENT PROJECT OPTIONS.....	18
4.2	CAPITAL PROJECTS PLAN.....	24
<b>5.0</b>	<b>GOALS, OBJECTIVES AND POLICIES .....</b>	<b>27</b>
	<b>REFERENCES.....</b>	<b>28</b>
	<b>APPENDIX.....</b>	<b>29</b>

## LIST OF FIGURES

FIGURE 1 - NORTH FLORIDA REGIONAL WATER SUPPLY PLANNING AREA .....	3
FIGURE 2 - CCUA'S EXISTING AND PROPOSED WATER SERVICE AREA .....	6
FIGURE 3 - CITY OF GREEN COVE SPRINGS SERVICE AREA .....	9
FIGURE 4 - JEA SERVICE WITHIN CLAY COUNTY .....	10

FIGURE 5 - CCUA'S EXISTING AND PROPOSED RECLAIMED SERVICE AREA.....	16
---	----

## LIST OF TABLES

TABLE 1 - CITY AND COUNTY POPULATION ESTIMATES AND PROJECTIONS .....	5
TABLE 2 - CCUA SERVICE AREA POPULATION PROJECTIONS.....	7
TABLE 3 - CCUA PROJECTED WATER FLOW CAPACITIES .....	7
TABLE 4 - ALLOCATION VS DEMAND (IN MGD) FOR THE CCUA SERVICE AREA.....	8
TABLE 5 - CONSUMPTIVE USE PERMITS.....	11
TABLE 6 - POPULATION PROJECTIONS FOR RECLAIMED SERVICE .....	14
TABLE 7 - PROJECTED RECLAIMED CAPACITY .....	15
TABLE 8 - WATER RESOURCE DEVELOPMENT PROJECT OPTIONS .....	18
TABLE 9 - WATER SUPPLY DEVELOPMENT PROJECT OPTIONS.....	18
TABLE 10 - POTENTIAL WATER SUPPLY DEVELOPMENT, WATER RESOURCE DEVELOPMENT AND WATER CONSERVATION PROJECT OPTIONS.....	22
TABLE 11 - WATER CONSERVATION PROJECT OPTIONS .....	23
TABLE 12 - CCUA'S CAPITAL PROJECTS BUDGET AND PLAN.....	24
TABLE 13 - CLAY COUNTY'S WATER PLANNING GOALS, OBJECTIVES AND POLICIES.....	27

## 1.0 INTRODUCTION

The purpose of Clay County's Water Supply Facilities Work Plan 2025-2035 (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the County. Chapter 163, Part II Florida Statutes (F.S.), requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the St. Johns River Water Management District approves a regional water supply plan or its update.

The Work Plan is adopted by reference into the County's Comprehensive Plan by CFE Policy 1.1.13, and in accordance with CFE Policy 1.1.12, will be updated every time the water management district governing board approves an updated regional water supply plan that affects the County.

The Work Plan will reference the initiatives already identified to ensure adequate water supply for Clay County. According to state guidelines, the Work Plan and the comprehensive plan must address the development of traditional and alternative water supplies, service delivery and conservation and reuse programs necessary to serve existing and new development for at least a 10-year period.

The Work Plan is divided into five sections:

Section 1 – Introduction

Section 2 – Background Information

Section 3 – Data and Analysis

Section 4 – Work Plan Projects/Capital Improvement Element/Schedule

Section 5 – Goals, Objectives and Policies

## 1.1 STATUTORY HISTORY

The Florida Legislature enacted bills in the 2002, 2004, 2005 and 2011 sessions to address the state's water supply needs. These bills, in particular Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, F.S. by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use and water supply planning. The Clean Waterways Act, SB 712, was enacted in 2020 and focused on water quality.

## 1.2 STATUTORY REQUIREMENTS

Clay County has considered the following statutory provisions when developing this Work Plan.

1. The Legislature enacted bills in 2002, 2004 and 2005 to address the State's water supply needs. These bills, especially Senate Bills 360 and 444 (2005), created a statutory link between the Regional Water Supply Plans (RWSP) prepared by water management districts (WMDs) and comprehensive plans prepared by local governments. Thereby, the Legislature established a coordinated planning process between local level land use planning and WMD's regional water supply planning by necessitating the incorporation of enhanced water supply planning requirements into local government comprehensive plans.

2. Local governments must address in their comprehensive plan the water supply sources necessary to meet and achieve existing and projected water use demand for the comprehensive plan's established planning period, considering the applicable RWSP.
3. Local governments subject to a WMD's regional water supply planning area must adopt a water supply facilities work plan (WSFWP) and related comprehensive plan amendment. [Section 163.3177(6)(c)3, F.S.]
4. WSFWP-related comprehensive plan amendments should identify the local government's program to implement traditional and alternative water supply projects, and reuse and water conservation practices/projects necessary to meet existing and future water demands. [Section 163.3177(6)(c)3, F.S.]
5. In addition, each local government comprehensive plan needs to address or include:
  - a. Coordination of the comprehensive plan with the appropriate WMD's RWSP. [Section 163.3177(6)(h)3, F.S.]
  - b. Water supply and facility concurrency. [Section 163.3180(2), F.S.]
  - c. An update of the Conservation Element to identify the current and projected water needs and sources for a minimum 10-year period. [Section 163.3177(6)(d), F.S.]
  - d. A 5-year Schedule of Capital Improvements that includes water supply development components, if needed. [Section 163.3177(3), F.S.]
6. Also, the Future Land Use Map and related policies must be based on appropriate data and analysis to demonstrate the availability of water supplies and water supply facilities necessary to accommodate the water use demand. [Section 163.3177(6)(a)2.d, F.S.]

## 2.0 BACKGROUND INFORMATION

### 2.1 OVERVIEW

Clay County is located in Northeast Florida and covers an area of 644 square miles. It forms the southwest corner of the four county Jacksonville Metropolitan Statistical Area (MSA), which includes Duval, Clay, St. Johns, and Nassau Counties. Clay County is comprised of the unincorporated portion of the County and four municipalities: Orange Park, Green Cove Springs (the county seat), Penney Farms and Keystone Heights. The County is home to over 238,500 people with an estimated 91% of the people living in the unincorporated area.

In 1992, Clay County acquired the Kingsley Service Company (KSC) utility system as its first step into the provision of utilities. By Ordinance 93-7, the County established the Clay County Water and Sewer Authority as an Independent Special District. The District's purpose was for acquiring, constructing, financing, owning, managing, providing, promoting, improving, expanding, maintaining, operating, and fostering over time the development of regional water, sewer and reclaimed water utility systems to provide such services to the unincorporated areas of the County. In June 1994, the Florida Legislature established the Clay County Utility Authority (CCUA) as an Independent Special District subject to all of the requirements provided in Chapter 189 of the Florida Statutes. Later that same year, the Clay County Water and Sewer Authority transferred all of its properties and activities to CCUA. The Board of County Commissioners is responsible for appointing six of the members of CCUA's Board of Supervisors with the seventh member appointed by the Governor. With the exception of project cost reimbursement via an MSBU to CCUA for water line extension to the Black Creek Hills Subdivision, Clay County has no financial ties to the utility.

At present, CCUA operates twenty-two water treatment plants, seven water reclamation facilities and nine reclaimed water storage and pumping facilities with associated water distribution, wastewater collection



and reclaimed water systems to serve the unincorporated County generally south and west of the Town of Orange Park and within the City of Keystone Heights. Through interlocal agreements, CCUA also provides service in Bradford County and treatment services for the Town of Penney Farms.

Nearly all of the unincorporated County is served by CCUA with three exceptions. A portion of the Argyle Forest Development of Regional Impact (DRI), which straddles the boundary with Duval County, receives water and sewer service provided by JEA. An area lying south of Black Creek and north of Green Cove Springs is served by the City's utility through an agreement with CCUA. The Melrose Water Association provides service to a small number of homes in southwestern Clay County along with homes in Bradford, Alachua and Putnam counties.

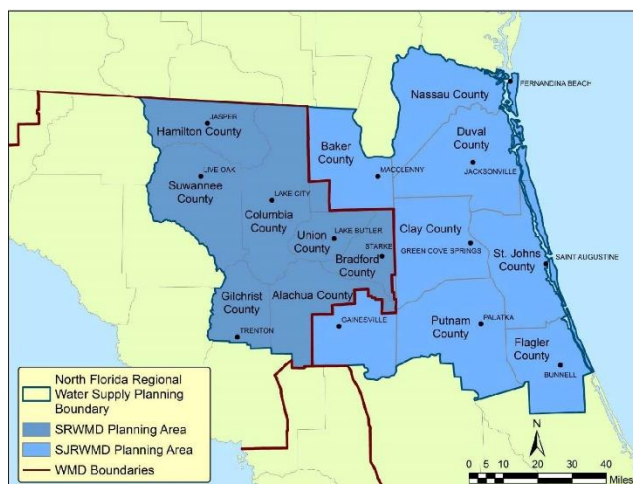
## 2.2 THE NORTH FLORIDA REGIONAL WATER SUPPLY PLAN (NFRWSP)

The North Florida Regional Water Supply Plan (NFRWSP) is a result of collaboration between Suwannee River and St. Johns River Water Management Districts, the Florida Department of Environmental Protection (FDEP), local governments, public supply utilities, agriculture, industry, commercial business, environmental advocates, and other stakeholders. The goal of the NFRWSP is to project future water needs and water supply sources, identify and evaluate potential impacts to water resources, and develop projects that can be undertaken in order to avoid unacceptable impacts to water resources. The plan has been created to:

1. Identify projected water demands for all use types through the planning horizon;
2. Identify the water resource impacts that could occur as a result of meeting the projected increase in water demand with traditional sources; and
3. Identify technically and economically feasible water resource and water supply development project options that can be implemented to meet future water demands and avoid unacceptable water resource impacts.

The NFRWSP covers a 20-year planning period and is based on the best data available at the time of the plan development. **Figure 1** shows the area included in the NFRWSP.

**Figure 1 - North Florida Regional Water Supply Planning Area**



Source: North Florida Regional Water Supply Plan (2020-2045), Dec. 12, 2023

## 2.3 RELEVANT REGIONAL ISSUES



This section discusses the overarching regional issues impacting water supply planning at the local level. The NFRWSP projected that fresh groundwater demands over the planning region will increase by 135 million gallons per day (mgd) by 2045. Potential natural resource impacts that were evaluated included saltwater intrusion into groundwater supplies, impacts to surface water flows and levels, and impacts to wetland hydrology. Impacts to surface waters were evaluated based on minimum flows and levels (MFLs) for surface waters, which define the minimum flow regime necessary to avoid unacceptable ecological or aesthetic impacts.

The conclusions from the NFRWSP are summarized below:

- Fresh groundwater alone cannot meet projected 2045 water demands for the region without causing unacceptable impacts to water resources and related natural systems
- Water conservation and water reuse will be key in meeting future water demands
- Alternative water supply sources will be necessary to sustainably meet future demand
- Water supply and water resource development projects were identified that are sufficient to meet water supply needs while protecting natural resources. The project options included in the NFRWSP will guide water users and suppliers in their efforts to meet the projected demand while protecting our natural resources.

The NFRWSP has noted that uncertainties associated with climate change can further complicate the challenge of how to meet future water supply demands while avoiding unacceptable water resource impacts. Practices that are implemented to address water resource constraints can also mitigate the impacts of climate change. These include decreasing groundwater demand, improving efficiency and reducing losses, improving infrastructure capacity and flexibility, and diversifying water supply sources.

The NFRWSP concludes that water conservation efforts and identified project options could potentially reduce the projected 2045 water demand by as much as 160 mgd, which could offset the projected 135 mgd increase in demand over the 20-year planning horizon and demonstrates the districts' and stakeholders' commitment to water conservation.

Project options range from aquifer recharge using reclaimed water or storm water to expansion of reclaimed water systems, rehydration of wetlands, and water reuse. The SJRWMD is committed to working with local governments to share costs to help implement these beneficial projects.

### 3.0 DATA AND ANALYSIS

CCUA provides water and wastewater service to the unincorporated areas of the county, within the City of Keystone Heights and water treatment services to the Town of Penney Farms. This section describes the projected population growth, associated water demand and level of service (LOS) standards for the areas within Clay County served by CCUA.

#### 3.1 POPULATION INFORMATION

Population within Clay County and its municipalities is projected to grow steadily over the next decade. The population projections for the County in **Table 1** are based on the "medium" population projections published by the University of Florida Bureau of Economic and Business Research (BEBR), which are consistent with Florida Statute requirements for comprehensive planning. The municipality projections have been calculated based on maintaining a constant (2024) share of the total County population over the planning period, as provided in Section 163.3177(6)(a), F.S.

**Table 1 - City and County Population Estimates and Projections**

Year	Unincorporated County	Green Cove Springs	Keystone Heights	Orange Park	Penney Farms	Total County
2025	216,554	10,362	1,486	9,253	842	238,500
2030	231,082	11,057	1,586	9,874	899	254,500
2035	243,249	11,640	1,669	10,394	946	267,900
2040	251,421	12,031	1,725	10,743	978	276,900
2045	258,049	12,348	1,771	11,027	1,003	284,200
2050	263,860	12,626	1,810	11,275	1,026	290,600

*Source: BEBR, Florida Population Studies, Vol. 57, Bulletin 198, January 2024. Municipality projections are based on proportion of Total County Population in 2024, according to the Office of Economic and Demographic Research, Oct. 15, 2024.*

### 3.2 POTABLE WATER SUPPLIES

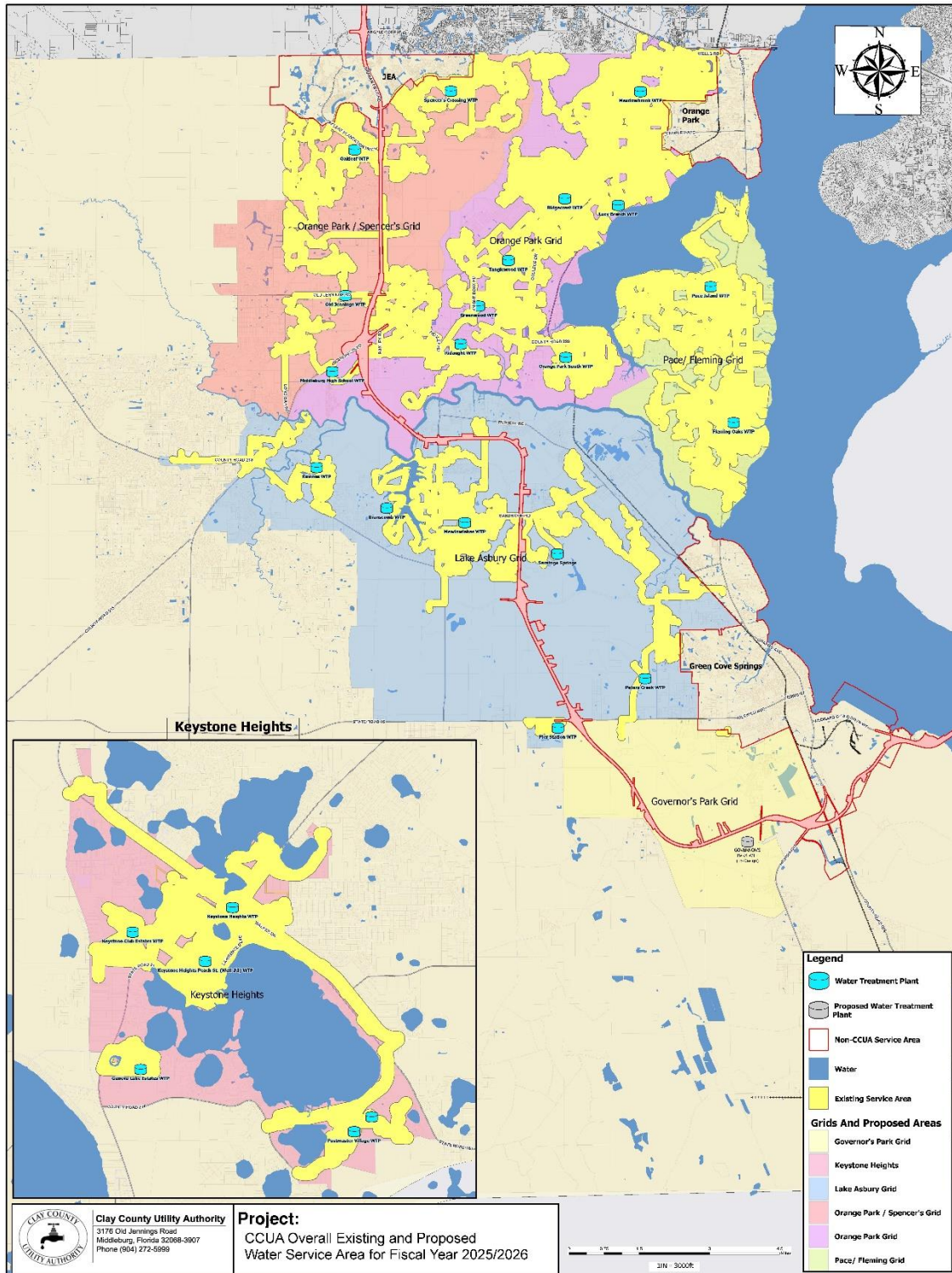
CCUA provides water and wastewater services to a majority of residents within the unincorporated county in addition to residents within Keystone Heights. CCUA also provides service to the Town of Penney Farms and a portion of Bradford County. **Figure 2** illustrates CCUA's existing and proposed water service areas.

The 2045 Comprehensive Plan includes an Urban Service Area boundary within which public facilities and services are, or will be, available by the horizon year. Future Land Use Element (FLU) Policy 1.5.7, while expressing the intent to limit water and sewer service to within the Urban Service Area, provides exceptions to allow for expansion for population growth or to alleviate a threat to health or safety provided agreements to serve are enacted by CCUA or other service providers.

### 3.3 POTABLE WATER LEVELS OF SERVICE STANDARD (LOS)

Clay County's Comprehensive Plan has established the LOS standard for potable water supply as 311 GPD/ERC in Policy 1.1.1 of the Community Facilities Element (CFE) and Policy 1.3.1 of the Capital Improvements Element (CIE). The County is required to ensure that adequate water supplies and potable water facilities are in place and available to serve new development no later than the issuance of a certificate of occupancy or its functional equivalent. Prior to the issuance of a building permit, the County consults with the applicable water provider to determine whether adequate facilities are or will be available at the time of the anticipated certificate of occupancy or its equivalent.

Figure 2 - CCUA's Existing and Proposed Water Service Area



Source: Clay County Utility Authority, GIS Department

### 3.4 POPULATION PROJECTIONS WITHIN THE CCUA SERVICE AREA

The estimates and projections of population in the CCUA service area, and the potable water demand projections through 2045 are presented below in **Tables 2 and 3**. These projections were developed by CCUA using BEBR's medium projections from 2020, which are consistent with the projections used in the North Florida Regional Water Supply Plan. Public water supply utility service areas often include residences that derive their water supply from privately owned (domestic self-supply) wells and small public supply systems. The NFRWSP projects that the population served in 2045 by domestic and small public supply systems will be 64,892.

**Table 2 - CCUA Service Area Population Projections**

	Population Projections										
	2015	2020	% Change	2025	% Change	2030	% Change	2035	% Change	2040	% Change
Clay County Population											
BEBR Medium Population Projection <sup>1</sup>	201,800	224,600	11.30	247,000	9.97	268,400	8.66	288,300	7.41	306,100	6.17
NFRWSP CCUA Service Population Projection <sup>2</sup>	111,970	125,742	12.30	139,295	10.78	152,300	9.34	164,482	8.00	175,288	6.57
	Actual			CCUA Usage Projections							
	ERC Count <sup>3</sup>	% of Total		2020 Pop.	2025 ERC	2030 ERC	2035 ERC	2040 ERC			
Total	49,222	100.00		125,742	139,295	152,300	164,482	175,288			
Water (Residential)	41,416	84.14		105,801	117,205	128,147	138,397	147,490			
Water (Commercial)	7,806	15.86		19,941	22,090	24,153	26,085	27,799			

Notes:

1) Bureau of Economic and Business Research

2a) Projections are based on the NFRWSP projections which include all usage types

2b) Includes 1% conversion from domestic self-supply to utility supplied usage

2c) 2040 population estimate is based on average % change decline in previous periods (1.43%)

3) ERC Count is from September 2015

**Table 3 - CCUA Projected Water Flow Capacities**

WTP	2015 ERC <sup>1</sup>	% of ERC <sup>2</sup>	2015 Pop. Served <sup>3</sup>	2015 ADF (MGD)	2020 Pop. Served	2020 ADF (MGD)	2025 Pop. Served	2025 ADF (MGD)	2030 Pop. Served	2030 ADF (MGD)	2035 Pop. Served	2035 ADF (MGD)	2040 Pop. Served	2040 ADF (MGD)	2015 per capita flow <sup>4</sup> (gpd)	Design Capacity (MGD)
Lucy Branch	3,726	7.57	8,476	0.463	9,378	0.512	10,340	0.565	11,150	0.609	11,857	0.648	12,436	0.679	54.63	5.257
Meadowbrook	6,537	13.28	14,870	1.118	16,454	1.237	18,141	1.364	19,562	1.471	20,802	1.564	21,819	1.640	75.18	8.786
Ridgecrest	5,228	10.62	11,893	2.325	13,159	2.573	14,508	2.836	15,645	3.059	16,636	3.252	17,450	3.411	195.50	9.678
Tanglewood	2,575	5.23	5,858	0.863	6,481	0.955	7,146	1.053	7,706	1.135	8,194	1.207	8,595	1.266	147.33	3.488
Greenwood	1,501	3.05	3,414	0.057	3,778	0.63	4,165	0.070	4,492	0.075	4,776	0.080	5,010	0.084	16.69	0.637
OP South	2,580	5.24	5,869	0.133	6,494	0.47	7,160	0.162	7,721	0.175	8,210	0.186	8,611	0.195	22.66	2.800
Ridgely	2,864	5.82	6,515	0.052	7,209	0.58	7,948	0.063	8,571	0.068	9,114	0.073	9,559	0.076	7.98	1.529
Old Jennings	1,719	3.49	3,910	0.786	4,327	0.70	4,770	0.959	5,144	1.034	5,470	1.100	5,738	1.153	201.00	5.664
Spencer	3,472	7.05	7,898	0.554	8,739	0.13	9,635	0.676	10,390	0.729	11,048	0.775	11,589	0.813	70.14	4.488
Oakleaf	1,920	3.90	4,368	1.222	4,833	1.52	5,328	1.491	5,746	1.608	6,110	1.709	6,408	1.793	279.79	4.152
Middleburg High	64	0.13	146	0.027	161	0.30	178	0.033	192	0.036	204	0.038	214	0.040	185.46	0.509
Fleming Oaks	6,315	12.83	14,365	1.196	15,895	1.23	17,525	1.459	18,898	1.573	20,095	1.673	21,078	1.755	83.26	6.147
Pace Island	4,503	9.15	10,243	1.126	11,334	1.46	12,496	1.374	13,476	1.481	14,329	1.575	15,030	1.652	109.92	6.941
Meadowlakes	3,001	6.10	6,827	0.614	7,554	0.79	8,328	0.749	8,981	0.808	9,550	0.859	10,016	0.901	89.94	4.757
Ravines	1,146	2.33	2,607	0.347	2,884	0.84	3,180	0.423	3,429	0.456	3,647	0.485	3,825	0.509	133.11	1.915
Pier Station	56	0.11	127	0.015	141	0.17	155	0.018	168	0.020	178	0.021	187	0.022	117.75	0.086
Peter's Creek	147	0.30	334	0.028	370	0.31	408	0.034	440	0.037	468	0.039	491	0.041	83.73	0.640
Keystone Club	204	0.41	464	0.001	513	0.01	566	0.001	610	0.001	649	0.001	681	0.001	2.15	0.788
Keystone Heights	225	0.46	512	0.016	566	0.18	624	0.020	673	0.021	716	0.022	751	0.023	31.26	0.588
Geneva Lakes	136	0.28	309	0.034	342	0.38	377	0.041	407	0.045	433	0.048	454	0.050	109.90	0.165
Postmaster Village	1,277	2.59	2,905	0.378	3,214	0.418	3,544	0.461	3,822	0.497	4,064	0.529	4,262	0.555	130.12	2.438
Kingsley Cove	2	0.00	5		5	0.000	6	0.000	6	0.000	6	0.000	7	0.000	0.00	0.128
Green Cove Springs	24	0.05	55		60		67		72		76		80			
Governor's Park	0	0.00	0		1,000	0.102	1,100	0.112	1,600	0.164	2,000	0.205	2,500	0.256	102.26	0.600
Future Plant 1	0	0.00	0		300	0.031	550	0.056	1,100	0.112	1,700	0.174	2,600	0.266	102.26	0.450
Future Plant 2	0	0.00	0		0	0.000	150	0.015	300	0.031	450	0.046	600	0.061	102.26	0.450
Future Plant 3	0	0.00	0		0	0.000	150	0.015	400	0.041	800	0.082	1,200	0.123	102.26	0.450
Future Plant 4	0	0.00	0		550	0.056	750	0.077	1,000	0.102	1,200	0.123	1,500	0.153	102.26	0.450
Future Plant 5	0	0.00	0		0	0.000	0	0.000	0	0.000	150	0.015	300	0.031	102.26	0.450
Future Plant 6	0	0.00	0		0	0.000	0	0.000	300	0.031	1,000	0.102	1,500	0.153	102.26	0.450
Future Plant 7	0	0.00	0		0	0.000	0	0.000	300	0.031	550	0.056	800	0.082	102.26	0.450
Total	49,222	100	111,970	11.355	125,742	12.753	139,295	14.128	152,300	15.449	164,482	16.687	175,288	17.786		

Notes:

1) ERC count is from Customer Counts 09/2015 Summary WTP by Grid

2) Percent of total from table above

3a) Equal to %ERC times projected population

3b) Projected populations are based on 2015 % population served excluding new plant customers

4) Future plants, including GP, use a system-wide average per capita demand.

5) Highlighted cells are estimates

Source: *Biennial Engineering Evaluation & Report Fiscal Years 2016 and 2017 for Clay County Utility Authority, Mittauer & Associates, Inc., February 2018*



### 3.5 WATER SUPPLY AND POTABLE WATER DEMAND WITHIN THE CCUA SERVICE AREA

Water is pumped from fifty one active wells throughout the county to twenty-two water treatment plants before reaching CCUA's customers. The water supply system has four Consumptive Use Permits (CUPs), including CUP # 51227 for reclaimed water, from the St. Johns River Water Management District. CUP # 16 allows withdrawals of 22.7million gallons per day (mgd) on an annual average basis of groundwater from the upper and lower Floridan aquifer for public supply distribution. This permit was issued in 2022 and is due to expire on December 31, 2025 but may be renewed contingent on meeting the Lower Santa Fe and Ichetucknee MFLs offset requirements. Eighteen of the water treatment facilities fall under this permit. The second permit is CUP # 431 which serves the five treatment plants within the Keystone Heights system. Under this permit, 0.837 million gallons per day (mgd) on an annual average basis may be withdrawn for public supply use. This twenty year permit was issued in 2011. An update was authorized in October 2021 to address impacts to Lakes Brooklyn and Geneva due to participation in the Black Creek Water Resource Development project. CUP # 137335 allows withdrawals of 0.495 mgd of groundwater on an annual average basis through 2027 for the Governor's Park DRI. CUP # 51227 authorizes groundwater withdrawals up to 3.44 mgd for reclaimed water supplementation. The permit expired on March 8, 2025 and the renewal is pending.

Based on the projections for population anticipated in 2045, water quantities will be available to meet the projected need.

**Table 4 - Allocation vs Demand (in MGD) for the CCUA Service Area**

	2025	2030	2035	2040	2045
CUP #416 Maximum Allocation <sup>1</sup>	15.1	17.2	20.4	22.1	23.7
CUP #431 Maximum Allocation				0	
CUP #137335 Maximum Allocation					
CUP #51227 Maximum Allocation <sup>2</sup>					
Total Maximum Allocation					
NFRWSP Demand Projections <sup>3</sup>	16.07	18.32	20.88	22.09	23.19

1) CUP #416 is pending in 2025. Allocation is expected to be reduced from previously approved permit.

2) CUP #51227 is pending in 2025. Allocation is assumed to be same as last year of CUP.

3) NFRWSP Table B-5. Does not include CUP #51227.

Population projections based on BEBR, 2024. *Florida Population Studies, Vol. 57, Bulletin 198*, Bureau of Economic and Business Research.

### 3.6 WATER SUPPLY AGREEMENTS

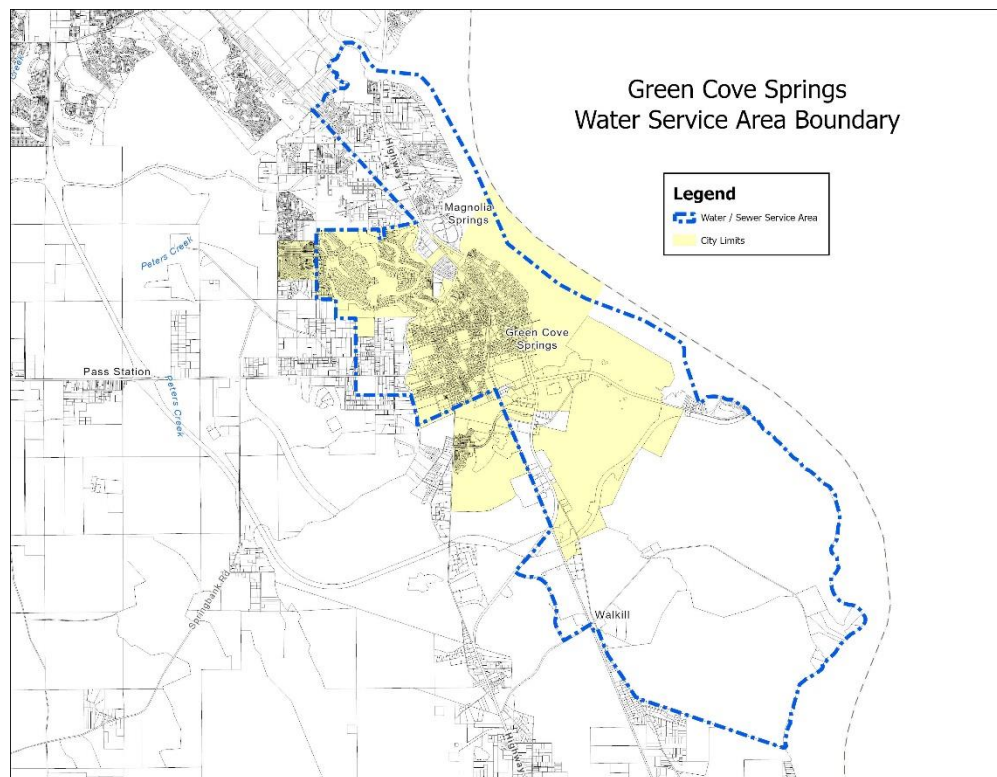
Clay County Utility Authority's service area includes all of the unincorporated County. However, CCUA does not have facilities in a small area north of the City of Green Cove Springs. An interlocal agreement is in place with the City to serve this area.

CCUA also has interlocal agreements to provide service to the Town of Penney Farms and the City of Keystone Heights. These agreements have been included in the Appendix.

### 3.7 WATER SUPPLY PROVIDED BY OTHERS WITHIN THE UNINCORPORATED COUNTY

As described earlier, three areas within the unincorporated county are served by providers other than CCUA. Through an agreement with CCUA, the City of Green Cove Springs provides service to an area that lies between Black Creek and the City's northern boundary, as shown in **Figure 3** below.

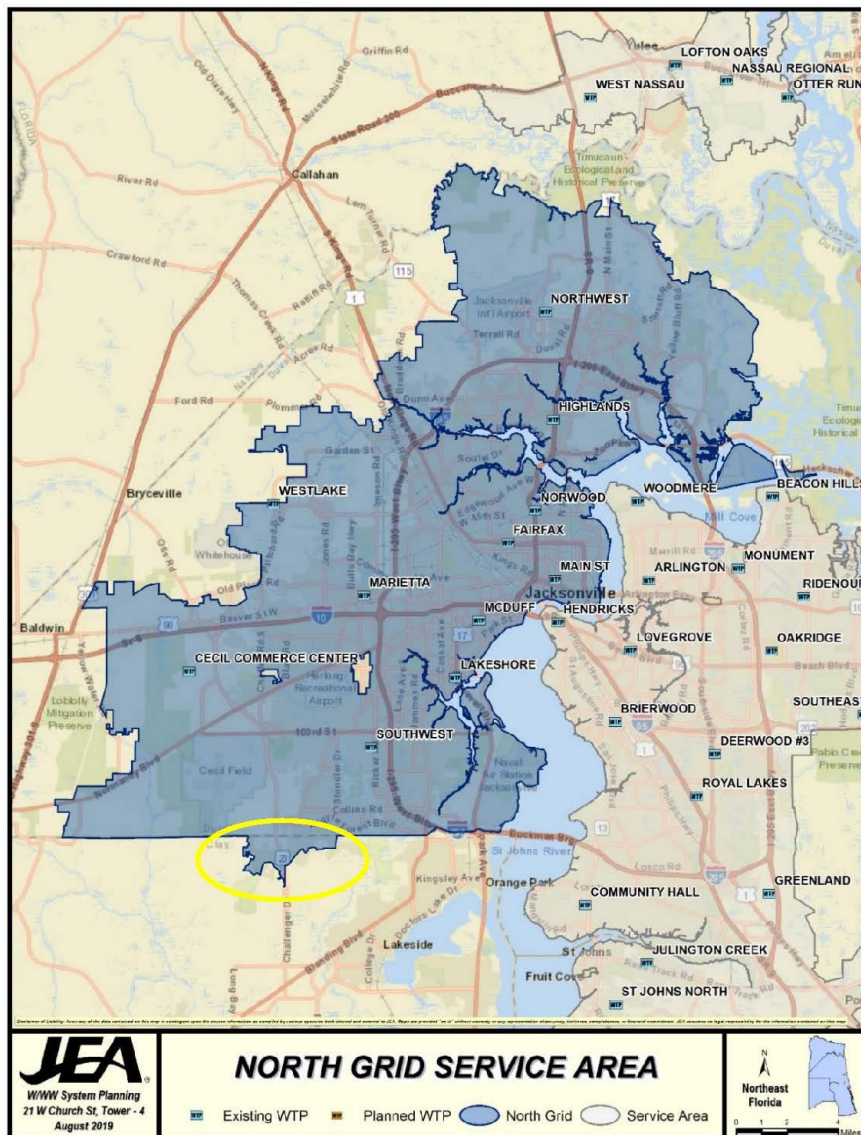
**Figure 3 - City of Green Cove Springs Service Area**



Source: City of Green Cove Springs, Planning Department

A portion of the Agyle Forest DRI is also served by others (see **Figure 4**)., The DRI, located in north central Clay County, dates back to the mid 1970's, prior to the establishment of CCUA. This development extends across the county line into Duval County and receives water from JEA's North Grid Service Area which is served by the Southwest water treatment facility.

Figure 4 - JEA Service within Clay County



Source: JEA's 2019 Annual Water Resource Master Plan

The Melrose Water Association provides service to a third area of unincorporated Clay County. Two 8" diameter wells, located in Putnam County, are used to withdraw ground water to supply households within Putnam, Alachua, Bradford and Clay County.



### 3.8 CONSUMPTIVE USE WATER SUPPLY PERMITS ISSUED TO SERVE CLAY COUNTY

**Table 5** provides a summary of the consumptive use permits issued to provide water supply to Clay County. Two permits extend beyond the timeframe of this work plan while the others will require renewal.

**Table 5 - Consumptive Use Permits**

Name and Location	CUP #	Primary Service Area	Estimated Population*	Capacity		Issued Date	Expiration Date
				Use	(mgd)		
City of Green Cove Springs	499	City of Green Cove Springs and portion of Unincorporated County	9,303	Public supply	1.479	09/03/2024	08/30/44
City of Keystone Heights	431	City of Keystone Heights		Public supply	0.837	10/15/21	11/08/31
Melrose (Putnam)	7961	Alachua, Bradford, Putnam and Clay Counties		Public supply	0.146	10/18/2022	10/17/42
Town of Orange Park	453	Orange Park Town Limits	8,606	Public supply	1.405	06/17/22	06/17/42
Town of Penney Farms	509	Penney Retirement Community	398	Public supply	0.77	07/02/21	07/02/41
Town of Penney Farms	497	Penney Retirement Community	398	Public supply and Golf course irrigation	0.077	03/25/2021	03/25/41
Unincorporated Clay County	416	Unincorporated County		Public supply	22.7	11/21/2022	12/31/25

\*estimated population as stated in CUP

### 3.9 WATER CONSERVATION

Clay County and CCUA recognize the role of water conservation in ensuring a sustainable water supply to meet the needs of the community. Through that commitment, both the County and CCUA have taken action to promote water conservation by enacting programs and policies.

#### 3.9.1 CLAY COUNTY SPECIFIC ACTIONS, PROGRAMS, REGULATIONS OR OPPORTUNITIES

Clay County has taken specific actions aimed at water conservation through its regulations in addition to its enforcement of the use of low flow devices as required by the Florida Building Code.

### Restrictions on Permitted Water Use

In 2010, Clay County adopted a water conservation ordinance (Ord. 2010-13) which established requirements for residential and non-residential irrigation. The policy provides for specific irrigation schedules and maximum quantities permitted by season. Additionally, moisture sensors are required to prevent systems from running during periods of sufficient rainfall.

### Use of Xeriscape Principles

In 2003, Clay County established tree protection and landscaping standards through Ordinance 2003-19. This policy encourages the use of native plant material requiring less supplemental irrigation. Xeriscape principles were incorporated to also minimize unnecessary overwatering.

### Public Education

Clay County has posted a series of public service flyers aimed at educating the public as to the importance of protecting the watershed and its waterways. The flyers encourage water conservation through the use of water saving faucets and toilets and through leak detection and repair. Within the landscape, the use of plants requiring little water is also encouraged.

### 3.9.2 CLAY COUNTY FINANCIAL RESPONSIBILITIES AS DETAILED IN THE CIE OR CIS

Clay County does not have any financial responsibilities for the provision of public water and therefore does not have any items in the CIE or CIS.

### 3.9.3 CCUA SPECIFIC ACTIONS, PROGRAMS, REGULATIONS OR OPPORTUNITIES

CCUA has also taken measures aimed at water conservation through its educational materials and programs.

### Water Conservation Based Rate Structure

Required by the SJRWMD and intended to encourage customers to reduce their potable water and reclaimed water usage, CCUA adopted a conservation rate structure in 2010. The rate structure was intended to encourage conservation through economic incentives.

### Public Education

CCUA is committed to educating the community about water conservation and protecting the environment. Through sharing the SJRWMD's posters and videos with classrooms and home school groups, speaker presentations and facility tours, demonstration gardens and conservation exhibits, CCUA promotes awareness and the need for conservation through its Conserving Clay outreach program. Their website provides the opportunity for consumers to learn more about their current water usage, water saving tips and access to additional links to the SJWMD's website for information about watering restrictions and for creating an attractive landscape through the use of Florida Friendly plant material and principles.

### Leak Detection Program

In December 2014, CCUA began a leak detection program. If a consumer suspects a leak problem, a field service technician will check the meter for leaks. Tablets, used to test toilets for leaks, are also available through their office or a field service technician.

CCUA also has the ability to monitor for potential leaks through its Advanced Metering Infrastructure (AMI) project. The equipment provides the ability to detect leaks based on continuous water usage allowing for follow-up with customers. Based on system data, CCUA has alerted 19,174 customers and conserved approximately 232.571 million gallons of water.

#### Alternative Water Supply

The NFRWSP projects a 32% increase in regional water supply demand of 698 million gallons per day by 2045 - a demand that freshwater sources alone cannot meet. In response to this need and in anticipation of consumptive use permit renewals in 2025 and 2031, CCUA has been investigating ways to offset impacts from its withdrawals from the Floridan Aquifer. One strategy is through the use of alternative water supplies. An alternative water supply is considered any sustainable water source that does not originate from the upper Floridan Aquifer.

CCUA has been a leader in the use of alternative water supply sources through its reclaimed water system, (developed in 1995), that now provides irrigation to over 11,000 customers. The system serves two primary purposes. The first is to provide a source of lower quality water for irrigation that does not draw on higher quality groundwater. The second purpose is to eliminate discharge of treated wastewater to the St. Johns River and its tributaries. The system does present challenges. Seasonal demand variations either require storage of excess reclaimed water or a need to supplement with additional water during peak periods. CCUA currently has a consumptive use permit to use 181.770 MG per year to supplement the reclaimed water system. This permit expired in March 2025 but is currently under review for renewal. Another challenge is posed by the reduced wastewater volume through the use of water conserving low flow fixtures.

In 2014, CCUA embarked on a study entitled *Reclaimed Water Deficit & Augmentation of Reclaimed Water System Projection Study on Long Term Water Supply*. The intent of the study was to address water conservation through continuation of its reclaimed water initiative and to investigate alternative water supply opportunities. Projected demand for reclaimed water is expected to exceed the supply in 2045 requiring supplementation of some form. At the time, consideration was given to increasing the reclaimed rates to encourage a reduction in demand, however, it was felt that this alternative might result in higher discharge rates to surface waters. Storm water harvesting was considered a more viable option for a long-term alternative water supply. Consumptive Use Permit (CUP) #51227 withdraws fresh groundwater when the reclaimed water supply cannot meet the demand.

The study looked at the use of a series of horizontal wells adjacent to the storm water ponds along the First Coast Expressway. Collection pipes would be placed near storm water ponds along the Expressway and would allow for naturally filtered water to enter the system, be disinfected and then pumped to nearby reclaimed water facilities (Oakleaf, Old Jennings and Mid-Clay). The plan would be for the system to expand as Phase III of the Expressway, (Blanding Boulevard to US 17), is built. A second phase would involve coordination with adjacent developments to include storm water harvesting within proposed developments. The total capital cost estimate is \$26.8 million.

Based on the findings of the study, in October 2015, CCUA began an Alternative Water Supply (AWS) surcharge and an equitable AWS connection charge for the purpose of developing and implementing AWS to supplement the groundwater supplies and reclaimed water supplies.

In 2017, CCUA launched a pilot storm water harvesting project at a pond in Phase I of the Expressway. Harvested stormwater would be pumped to an on-site facility to be treated and then distributed into the reclaimed system. The FDOT Stormwater Augmentation Project is projected to result in 3.6 million gallons a year. The capital cost is estimated to be over \$96 million with O&M costs estimated at \$613,000.

### 3.10 WATER REUSE

State law supports reuse efforts. Section 373.250(1)(a) F.S. provides “the encouragement and promotion of water conservation and reuse of reclaimed water, as defined by the department, are state objectives and considered to be in the public interest.” In addition, Section 403.064(1), F.S., states that “the reuse of reclaimed water is a critical component of meeting the State’s existing and future water supply needs while sustaining natural systems.”

#### 3.10.1 CCUA’S WATER REUSE SYSTEM

In 1995, CCUA began developing its reclaimed water system that now serves over 11,000 customers. Seven water treatment facilities – Fleming Island, Eagle Harbor, Mid-Clay, Miller Street, Oakleaf, Old Jennings and Spencer’s Crossing, provide treated reuse water for irrigation purposes. Three additional facilities are planned to accommodate future growth: Governor’s Park, DarDam Point and NW Clay. Seasonal demand variations either require storage of excess reclaimed water or a need to supplement with additional water during peak periods. CCUA currently has a consumptive use permit to use 181.770 MG per year to supplement the reclaimed water system. This permit expired in March 2025 and is currently in review for renewal. To help minimize the peak demand created when multiple irrigation systems are activated simultaneously, CCUA has developed a demand management policy that limits users to three days a week based on address. Watering times are based on homeowner’s last names when watering between 2:00 am and 7:00 am are also offered.

**Table 6 - Population Projections for Reclaimed Service**

I. Population		Population Projections										
		2015	2020	% Change	2025	% Change	2030	% Change	2035	% Change	2040	% Change
Clay County Population												
BEBR Medium Population Projection <sup>1</sup>		201,800	224,600	11.30	247,000	9.97	268,400	8.66	288,300	7.41	306,100	6.17
NFRWSP CCUA Service Population Projection <sup>2,3</sup>		30,011	40,340	34.42	50,503	25.20	60,259	19.31	69,395	15.16	77,500	11.68
Percentage of FW Customers Using Reclaimed		26.80										
10/01/2013 Reclaimed Active ERC Count		13,193										
% new FW customers also new RW customers		75.00										
Average Reclaimed Usage (10/2014 - 09/2015)		3.885	MGD									
Daily Per Capita Usage (gpd)		129.43										

Notes:

1) Bureau of Economic and Business Research

2a) Projections are based on the NFRWSP FW projections which include all usage types

2b) Includes 1% conversion from domestic self supply to utility supplied usage

3) Assumes that a percentage of new water customers also become new reclaimed customers

**Table 7 - Projected Reclaimed Capacity**

II. Flow

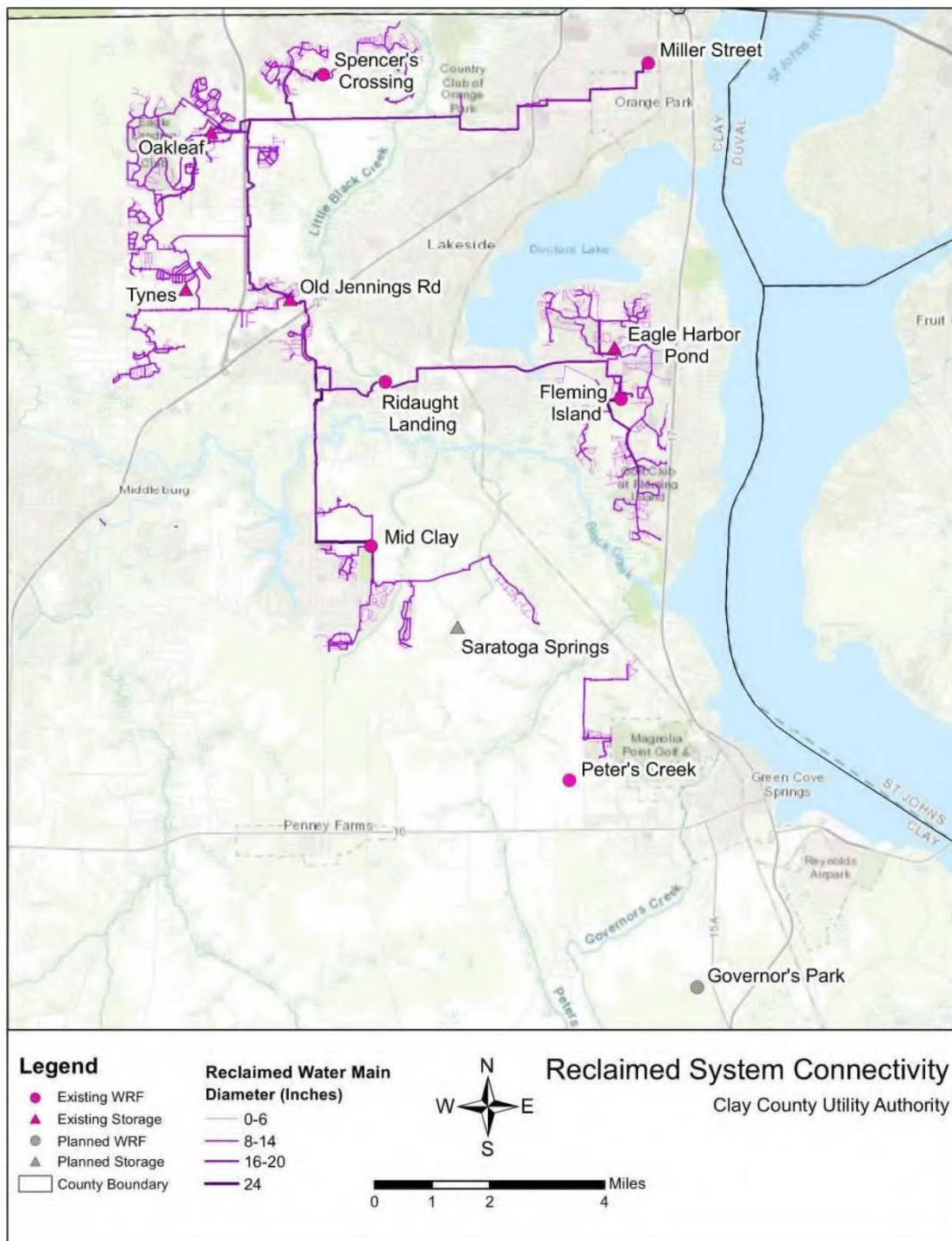
Reclaimed Site	2015 ERC	% of Active	2015 Pop. Served <sup>1</sup>	12 Month ADF (MGD)	2020 Pop. Served	2020 ADF (MGD)	2025 Pop. Served	2025 ADF (MGD)	2030 Pop. Served	2030 ADF (MGD)	2035 Pop. Served	2035 ADF (MGD)	2040 Pop. Served	2040 ADF (MGD)	Permitted Capacity (MGD)
Fleming Island	3,283	24.88	7,468	0.967	9,665	1.25	11,199	1.45	12,755	1.65	13,909	1.80	15,180	1.97	6,370
Eagle Harbor	2,092	15.55	4,668	0.604	6,041	0.78	7,000	0.91	7,973	1.03	8,694	1.13	9,488	1.23	0.000
Mid-Clay	1,230	9.32	2,798	0.362	3,621	0.47	4,196	0.54	4,779	0.62	5,211	0.67	5,687	0.74	2,080
Miller Street	1	0.01	2	0.000	3	0.00	3	0.00	4	0.00	4	0.00	5	0.00	3,000
Oakleaf	3,066	23.24	6,975	0.903	9,026	1.17	10,459	1.35	11,912	1.54	12,990	1.68	14,176	1.84	0.000
Old Jennings	1,391	10.54	3,164	0.410	4,095	0.53	4,745	0.61	5,404	0.70	5,893	0.76	6,432	0.83	
Spencer's Crossing	2,170	16.45	4,936	0.639	6,389	0.83	7,402	0.96	8,431	1.09	9,194	1.19	10,033	1.30	4,730
Governor's Park <sup>4</sup>	0	0.00	0	0.000	1500	0.19	4000	0.52	6000	0.78	7500	0.97	8500	1.10	
DarDarn Point <sup>4</sup>	0	0.00	0	0.000	0	0.00	1000	0.13	2000	0.26	4000	0.52	5000	0.65	
NW Clay <sup>4</sup>	0	0.00	0	0.000	0	0.00	500	0.06	1000	0.13	2000	0.26	3000	0.39	
			0			0.00		0.00		0.00		0.00		0.00	
<b>Total</b>	<b>13,193</b>	<b>100.00</b>	<b>30,011</b>	<b>3.885</b>	<b>40,340</b>	<b>5.222</b>	<b>50,505</b>	<b>6.538</b>	<b>60,259</b>	<b>7.801</b>	<b>69,395</b>	<b>8.983</b>	<b>77,500</b>	<b>10.032</b>	<b>16,180</b>

Notes:

- 1) ERC count is from Customer Counts 09/2015 Summary Reclaimed WTP by Grid
- 2) Percent of total from table above
- 3a) Equal to %ERC times projected population
- 3b) Projected populations are based on 2015 % population served excluding new plant customers
- 4) All plants use a system-wide average per capita demand.
- 5) Highlighted cells are estimates

Source: Biennial Engineering Evaluation & Report Fiscal Years 2016 and 2017 for Clay County Utility Authority, Mittauer & Associates, Inc., February 2018

**Figure 5 - CCUA's Existing and Proposed Reclaimed Service Area**



Source: Biennial Engineering Evaluation & Report Fiscal Years 2022 and 2023 for Clay County Utility Authority, Kimley Horn 2024

### 3.11.2 CLAY COUNTY SPECIFIC ACTIONS, PROGRAMS REGULATIONS OR OPPORTUNITIES

Through its policies in the Conservation Element of the Comprehensive Plan, the County supports the use of reclaimed water for residential irrigation and other uses based on availability. Planned growth in the Lake Asbury Master Plan area is also expected to utilize CCUA's reuse program.

### 3.11.3 CLAY COUNTY FINANCIAL RESPONSIBILITIES AS DETAILED IN THE CIE OR CIS

Clay County does not have any financial responsibilities for the provision of reclaimed water and therefore does not have any items in the CIE or CIS.

## **3.12 SECTOR PLANS**

### 3.12.1 BRANAN FIELD MASTER PLAN

The Branan Field Master Plan area encompasses approximately 20,000 acres in the north-central part of the County. The central spine to the area began as a two-lane road that offered a third connection to Jacksonville for the County. Since the road's completion in 2001, plans have evolved to the development of a limited access highway (now called the First Coast Expressway) that will ultimately extend from Interstate 10 in Duval County, cross through Clay County and connect to Interstate 95 in St. Johns County. The intent of the Branan Field Sector Plan was to provide an alternative to conventional growth management. Land uses were designated with the goals of creating greater connectivity and a better jobs-housing balance than what had resulted through conventional zoning.

In order to plan and provide public facilities and to limit community impacts, the County has established limits on growth. While retail commercial, office and industrial uses are not subject to growth limitations, residential development is limited to 21,485 units through 2045. Projected build-out for the Branan Field Area is beyond the horizon of this water supply work plan. The Branan Field Master Plan area is located entirely within the Urban Service Area and, only with the exception of some lands within the Rural Suburbs land use designation, is required to be served by central water and sewer services. CCUA currently provides water through the Spencer's Crossing, Ridaught, Middleburg High and Old Jennings water treatment plants. Sewer and reclaimed water service are available through the Spencer's Crossing, Ridaught Landing and Old Jennings wastewater treatment facilities.

### 3.12.2 LAKE ASBURY MASTER PLAN

The Lake Asbury Master Plan area includes over 30,000 acres of land and, like Branan Field, has been planned in response to the future First Coast Expressway. The Master Plan was borne out of community concern for the expected growth and impact on the natural resources and quality of life in the area. Orderly growth with greater connectivity to reduce sprawl are key components of the Master Plan. Residential development is limited to 21,281 units through 2045. Originally planned for build out in 2030 but slowed in part due to the economy, development in the Lake Asbury area has seen a recent increase as the First Coast Expressway has begun its next phase and determined completion dates.

The Lake Asbury Master Plan area is also completely within the Urban Service Area and would be served by CCUA's water, sewer and reclaimed facilities. Potable water is provided through the Ravines, Branscomb, Meadow Lake, Peter's Creek and Saratoga Springs water treatment plants. The Mid-Clay wastewater treatment plant provides the sewer and reclaimed service.



## 4.0 CAPITAL IMPROVEMENTS

### 4.1 NFRWSP WATER RESOURCE DEVELOPMENT PROJECT OPTIONS

The tables that follow include projects listed in the NFRWSP for CCUA and other entities within Clay County:

**Table 8 - Water Resource Development Project Options**

Project Name	Implementing Agency or Entity	Project Description	Project Type	Water Source	Project Capacity (mgd)	Total Capital (\$M)	Estimated Annual O&M (\$M)	Timeframe for Completion
Black Creek WRD Project	SJRWMD/JEA, CCUA, SJCUD, GRU and other local cooperators	Withdrawal near Penney Farms with 200 MGAL reservoir at corner of SR 16 and SR 21; used for land application to spreader field south of Lake Magnolia for recharge or could be utilized by utility.	Recharge	Surface Water	8.04	100	\$5	2025
Keystone WWTP and RIB Expansion	CCUA	New or expanded groundwater recharge plant capable of treating 0.300 mgd of increasing wastewater flows from residential, commercial and industrial wastewater.	Recharge	Reclaimed water	0.30	\$11.10	\$0.38	2027
Indirect Potable Use	CCUA	IPR plant will treat reclaimed water to potable standards, and use recharge wells to directly recharge the UFA (IPR).	Indirect Potable Use	Reclaimed water	1	\$2.25	\$1.16	2038
Mid-Clay WRF Potable Reuse Pilot Demonstration	CCUA	Pilot-scale potable reuse demonstration project at the Mid-Clay WRF. Uses BAF/O3, does not produce brine or reject stream needing disposal. Produces filter backwash instead that will go back through plant headworks.	Technology Evaluation	N/A	NA	\$4.54	\$0.90	2024

\*Projects with past dates have been completed.

Source: North Florida Regional Water Supply Plan (2020-2045), Appendix J, Dec. 12, 2023

**Table 9 - Water Supply Development Project Options**

Project Name	Implementing Entity	Project Description	Project Type	Water Source	Estimated Water Supply Benefit (mgd)	Total Capital (\$M)	Estimated Annual O&M	Timeframe for Completion
Regional Reclaimed Storage Reservoir (build as 200MG) <sup>1</sup>	CCUA	Reclaimed water storage - This project consists of creation of wet weather storage to be used during dry season peak demand. Conceptual project assumes one or more large storage ponds (60-200 MG) for seasonal storage of surplus reclaimed water (4 months) to meet peak demand shortages at a minimum of 1 mgd delivery from ponds.	Reclaimed Water (for potable offset)	Reclaimed Water	1.0 - 2.0	\$100.00	\$0.183	2035
Reclaimed Storage Tanks	CCUA	Reclaimed distribution storage - This project consists of seven reclaimed ground	Reclaimed Water (for potable offset)	Reclaimed Water	5.60	\$13.11	\$0.23	2029

		storage tanks over five years (5.6 million gallons total). Additional reclaimed storage capacity will allow the utility to store more treated water during peak hours rather than discharging to surface waters. This will also reduce the use of augmentation well and maximize the use of RIBs.						
Reclaimed Transmission Optimization for Isolation Projects <sup>1</sup>	CCUA	Transmission system optimization to maximize reuse delivery - This project consists of four projects that will install transmission pipelines to isolated transmission and distribution systems. In conjunction with the Reclaimed Storage Tanks and SCADA projects, this will allow the utility to store more treated water during peak hours rather than discharging to surface waters. This will also reduce the use of augmentation well and maximize the use of RIBs. The Transmission/SCADA/Storage tank suite of projects collectively will position CCUA from an approximately 70% reuse utility to nearly 100% reuse this decade. This represents 2-3 mgd of additional beneficial reuse by the end of the decade	Reclaimed Water (for potable offset)	Reclaimed Water	2.0 - 3.0	\$8.51	\$0.00	2025
Lake Asbury Reclaimed Mains Expansion	CCUA	This project will expand the reclaimed distribution system with over six miles of new reclaimed distribution mains in the Lake Asbury Master Planned Area (LAMP). The expansion is expected to serve the equivalent of an additional 8,800+ single family residences.	Reclaimed Water (for potable offset)	Reclaimed Water	NA	\$8.51	\$0.00	2029
Peters Creek WRF, Ponds, Reclaimed Storage & Pipeline (formerly Green Cove Regional RW WTP)	CCUA	This project consists of a new 1.5 MGD AADF Advanced Nutrient Removal WRF producing public access quality reclaimed water, 1.5 MGD wet weather storage ponds, approximately 0.8 MGD onsite reclaimed augmentation, 0.5 MGD RIBs for alternate discharge, and reuse water transmission pipes from the PC WRF to the Governors Park service area. The Peters Creek and Governors Park Reclaimed facilities are expandable, and will ultimately serve approximately 50,000 ERCs at buildout.	Reclaimed Water (for potable offset)	Reclaimed Water	1.50	\$70.58	\$1.91	2024
Governor's Park Reclaimed Storage and Pumping	CCUA	This project consists of a new reclaimed distribution facility to serve the Governor's Park service area. The facility will include a 0.750 MG ground storage tank and high	Reclaimed Water (for potable offset)	Reclaimed Water	0.75	\$5.37	\$0.26	2024

		service pump station. The facility will receive water treated to reclaimed standards from the Peters Creek WRF.						
Saratoga Springs Reclaimed augmentation well, Storage and Pumping	CCUA	This project consists of a new reclaimed distribution facility to serve the Central Clay County service area. The facility will include a 0.750 MG ground storage tank, high service pump station, and an augmentation well. The facility will receive water treated to reclaimed standards from the CCUA Mid-Clay WRF.	Reclaimed Water (for potable offset)	Reclaimed Water	2.30	\$6.18	\$0.81	2024
Reclaimed SCADA System Optimization	CCUA	This project will optimize use of reclaimed water system by use of SCADA and programming improvements to the reclaimed distribution system. These improvements will include operational changes and infrastructure additions (e.g. additional flow meters) to optimize the use of reclaimed water and reduce the use of water from augmentation wells.	Reclaimed Water (for potable offset)	Reclaimed Water	1.00	\$0.68	2024	2024
Onsite Stormwater Harvesting at WRFs	CCUA	This project will augment the reclaimed water supply by harvesting stormwater from CCUA WRFs with existing stormwater retention ponds - Fleming Island, Mid-Clay, Miller Street, Ridaught and Spencers Crossing. Harvested stormwater would be pumped to the onsite facility and treated to public access reuse standards before being distributed into the reclaimed system.	Stormwater	Stormwater	0.24	\$2.90	\$0.026	2026
Peters Creek-Governor's Park Shallow Aquifer Augmentation of Reclaimed Water Supply	CCUA	This project will utilize SAS ground water and recovered Rapid Infiltration Basin (RIB) water to augment the reclaimed supply, particularly during peak demand months. Construction of SAS wells near RIBs at Peters Creek Water Reclamation Facility (PCWRF), and along the approximately 7 mile transmission pipeline between Peters Creek and Governor's Park reclaimed storage and pumping sites. Raw water will be disinfected and added to the reclaimed storage tanks or along the reclaimed transmission line.	Surficial Aquifer System/Intermediate Aquifer System Water Sources	Reclaimed Water	2.20	\$13.60	\$0.33	2032
Peters Creek WTP & Production Well # 3 - 2.02 MGD Expansion	CCUA	This project consists of an expansion of the Peters Creek potable water distribution facility which uses the SAS. A new 1,400 gpm well, 1.25 MG ground storage tank and related appurtenances will be added.	Surficial Aquifer System/Intermediate Aquifer System Water Sources	Groundwater	2.02	\$4.60	\$0.71	2027
Pier Station WTP Expansion	CCUA	This project consists of an expansion of the Pier Station potable WTP as growth in area occurs. This WTP uses the SAS as its source water.	Surficial Aquifer System/Intermediate Aquifer System Water Sources	Groundwater	0.25	\$2.70	\$0.09	2026

Governor's Park WTP	CCUA	This project consists of a new potable water treatment and distribution facility to serve the Governor's Park service area. The facility will include two new dual zone (SAS and IAS), 1,770 gpm wells, a 0.500 MG ground storage tank, high service pump station and related appurtenances	Surficial Aquifer System/Intermediate Aquifer System Water Sources	Groundwater	0.50	\$9.00	\$0.18	2025
---------------------	------	---	--	-------------	------	--------	--------	------

\*Project Status - Projects with past dates have been completed.<sup>1</sup>The estimated benefits for project 2023\_2 and 2023\_4 were assumed to be 1.5 mgd and 2.5 mgd, respectively, for the purposes of calculating total benefits across all projects.

Source: North Florida Regional Water Supply Plan (2020-2045), Appendix K, Dec. 12, 2023

**Table 10 - Potential Water Supply Development, Water Resource Development and Water Conservation Project Options**

Project Name	Implementing Entity	Project Description	Project Type	Water Source	Estimated Water Supply Benefit (mgd)	Total Capital (\$M)	Timeframe for Completion
North Florida RWSP Project Conceptualization Partnership	CCUA, JEA, SJCUD, and GRU	Develop a list of feasible, conceptual regional projects or programs for the NFRWSP and MFL prevention/recovery strategies for the LSFIR and the Suwannee River. Tasks include 1. collection and review of utility IWRP and WW discharge records; 2. individual utility conceptual project ideas review; 3. identification and screening of projects for further conceptual development and 4. project list refinement and prioritization.	Groundwater Recharge	Groundwater	TBD	TBD	2024

Source: North Florida Regional Water Supply Plan (2020-2045), Appendix K, Dec. 12, 2023

**Table 11 - Water Conservation Project Options**

Project Name	Implementing Entity	Project Description	Project Type	Water Source	Estimated Water Supply Benefit (mgd)	Total Capital (\$M)	Estimated O&M(\$M)	Timeframe for Completion
Advanced Metering with Customer Dashboard	CCUA	This project will provide customers with water savings tools by expanding the capabilities of its existing Advanced Metering Infrastructure to increase the savings realized through customer-side notifications of excessive or abnormal water use. Customers will be able to view water use in short term intervals, and the automated system will alert users the same day they occur. Customers can also gain insight into water use patterns and behaviors which can result in reductions in water use. The project is being performed in as part of a major ERP platform upgrade.	PS and CII Conservation	N/A	0.45	\$0.75	\$0.025	2024
Customer DSM Programs (take midpoint or water prod)	CCUA	This project is a Demand Side Management Programs Composite in which CCUA has identified a number of demand side management programs that can reduce potable and reclaimed usage. These programs will be adding the DSM portfolio over the next decade. Costs and water savings from these programs occur over the entire life of the program. Programs may include single family high efficiency toilet rebates, high efficiency clothes washer rebates, commercial ice machine and restaurant prerinse spray valve rebates, smart irrigation controller rebates, and new development turf reduction ordinance.	PS and CII Conservation	N/A	1.27	\$1.59	\$0.00	2033

Source: North Florida Regional Water Supply Plan (2020-2045), Appendix K, Dec. 12, 2023

## 4.2 CAPITAL PROJECTS PLAN

The following is CCUA's adopted 2023/24 Capital Projects Expenditures Budget and Five-Year Capital Projects Plan:

**Table 12 - CCUA's Capital Projects Budget and Plan**

Clay County Utility Authority  
2023/2024 Capital Projects Expenditures Budget - Adopted  
And Five Year Capital Projects Plan  
Adjusted for Prior Year Jobs Not Completed as of 4/30/2023

	ADJUSTED FISCAL YEAR 2022/2023	Fiscal Year 2023/2024	Fiscal Year 2024/2025	Fiscal Year 2025/2026	Fiscal Year 2026/2027	Fiscal Year 2027/2028	TOTALS
<b>REVENUES:</b>							
Balance October 1, 2022, to include Transfers	81,337,624						81,337,624
Funds Spent on Jobs Prior to FY 2021/2022	(52,492,288)						(52,492,288)
Renewal, Replacement & Betterment	2,615,873	2,844,521	2,986,747	3,136,084	3,449,693	3,794,662	18,827,580
Departmental Capital Transfer	1,524,510	1,275,500	1,250,000	1,250,000	1,250,000	1,250,000	7,800,010
Environmental Reuse Capital Fund Transfer	1,236,218	1,396,297	1,410,260	1,424,363	1,438,606	1,452,992	8,358,736
Capacity Fees Transfer	5,353,377	11,142,248	11,699,360	12,869,296	14,799,691	17,759,629	73,623,602
Grant Revenue	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	9,000,000
Alternative Water Supply Transfer	721,747	762,920	785,808	809,382	833,663	858,673	4,772,193
Debt Service Charge	240,480	240,480	240,480	300,600	300,600	300,600	1,623,240
Surplus Transfer (Operating Contingency Utility & Capital Reserve, includes addl R&R)	3,775,457	7,128,251	7,342,099	7,562,361	7,940,480	8,337,504	42,086,151
Restricted Interest Earnings	2,285	2,285		5,000	5,000	5,000	24,570
Borrowing/Utilization of Surplus Funds if needed	16,504,567	79,847,718	40,972,546	36,643,349	(6,474,064)	(14,906,385)	152,587,732
Balances After Transfers	62,319,850	106,140,220	68,192,300	65,500,436	25,043,669	20,352,676	347,549,150
<b>CAPITAL EXPENDITURES:</b>							
<b>RENEWAL, REPLACEMENT &amp; BETTERMENT</b>							
Departmental Capital	1,524,510.44	1,275,500.00	1,250,000.00	1,250,000.00	1,250,000.00	1,250,000.00	7,800,010.44
Upgrade Lift station 9-Meadowbrook	93,844.52	6,155.48		1,000,000.00			1,100,000.00
Knight Box/Old Jennings Force Main Extension & Lift Station 56	100,000.00	1,465,022.00					1,565,022.00
Server Lifecycle Replacement	0.00		1,925,000.00				1,925,000.00
ERP Software Replacement	2,255,116.67	1,622,922.00	759,577.00	785,784.00	813,065.00	841,522.28	7,077,986.95
SCADA System	218,250.00	250,000.00	2,000,000.00	2,000,000.00	1,200,000.00	1,500,000.00	7,168,250.00
Meadowbrook WTP Upgrades - (GST #3 repair, Transfer switch, GST #2 roof repair, Aerator repair, r	1,498,802.00	2,517,692.00					4,016,494.00
Meadowbrook Well Rehab	216,895.00						216,895.00
Miller St. WWTP Upgrades Influent Structure, Septage station & Electrical upgrades	0.00	375,000.00	5,000,000.00	3,300,000.00			8,675,000.00
Ridgecrest WTP - Replace Softstart & Crossline Starters with VFD's	300,831.01						300,831.01
Ridgely WTP - Phase I GST Upgrades	0.00		2,000,000.00				2,000,000.00
Ridgely WRF Upgrades (Install Micro-screen, Grit Removal Equipment, and Influent, Rehabilitation	810,166.99	1,185,000.00					1,995,166.99
12" Main Connecting Postmeters WTP to Geneva Lakes WTP along CR214	0.00		1,066,400.00	860,000.00			1,926,400.00
12" WM Extension Hwy. 100 to Brooklyn Bay Rd. (Keystone)	0.00		856,800.00				856,800.00
6" WM Extension Woodland Dr. to Payne Rd. via SR21	0.00			369,600.00			369,600.00
Keystone Heights - Lakeside Street/Hilltop Street Water Main Rehabilitation	215,600.00						215,600.00
Keystone Wastewater Treatment Plant - Phase II Construction	0.00	500,000.00	6,200,000.00	4,400,000.00			11,100,000.00
Pace Island & Fleming Oaks WTP Electrical Upgrades	65,623.00	250,000.00	3,500,000.00	1,120,000.00			4,935,623.00
Old Jennings WTP Electrical Upgrade	0.00		500,000.00	500,000.00	500,000.00		1,500,000.00
Spencer's WRF Electrical Upgrade	0.00		208,129.30	1,269,853.00	811,440.00		2,289,422.30
Tanglewood Electrical Upgrade	0.00		35,325.00	221,114.00	132,136.00		388,575.00
Orange Park South Electrical Upgrade	0.00		87,276.00	600,000.00	500,000.00	600,000.00	1,787,276.00
Fleming island WRF electrical upgrades /Vault upgrades	169,912.54	1,786,190.00	1,175,520.00				3,131,622.54
Postmaster WTP Electrical Upgrades	118,077.05						118,077.05
Miller WRF Electrical Upgrades	9,622.03	81,000.00					90,622.03
Ridgely WRF Electrical Upgrades	0.00		233,291.00	1,408,910.00	924,000.00		2,566,201.00
Oakleaf WTP Electrical Upgrades	0.00				34,291.00	342,910.00	377,201.00
Ravines Off-Site Mains - Middleburg W&S Extensions	1,238,000.00						1,238,000.00
Rehab PS 4	693,690.00	400,000.00					1,093,690.00
Rehab PS 62, Manifold 67	243,560.00	900,000.00					1,143,560.00
Upgrade Lift Stations 11, 41, 69, 51	149,880.15	500,000.00	500,000.00	1,000,000.00			2,149,880.15
Upgrade Lift Station 98	0.00			542,000.00			542,000.00
Upgrade Lift Stations 43, 24, 59	0.00		542,000.00	542,000.00	1,000,000.00		2,084,000.00
Upgrade Lift Station 111	0.00			542,000.00	542,000.00		1,084,000.00
Lift Station #2 & #3 - Upgrade	3,425,501.27	900,000.00					4,325,501.27
Upgrade Lift Stations 20 & 56		500,000.00	2,000,000.00				2,500,000.00
Flow-Meters Retrofits	108,000.00	300,000.00	300,000.00	300,000.00	300,000.00		1,308,000.00



Clay County Utility Authority  
2023/2024 Capital Projects Expenditures Budget - Adopted  
And Five Year Capital Projects Plan  
Adjusted for Prior Year Jobs Not Completed as of 4/30/2023

	ADJUSTED						TOTALS
	FISCAL YEAR 2022/2023	Fiscal Year 2023/2024	Fiscal Year 2024/2025	Fiscal Year 2025/2026	Fiscal Year 2026/2027	Fiscal Year 2027/2028	
Gravity Sewer Lining	608,498.13	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	5,608,498.13
Lift Station Generators	0.00	350,000.00	350,000.00	350,000.00	350,000.00	350,000.00	1,750,000.00
Plant Generators		500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	2,500,000.00
Lift Station Bypass Pump	200,000.00						200,000.00
Keystone Heights High School WM relocation	143,000.00						143,000.00
Manhole Rehab	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	900,000.00
FH and Gate Valve replacement	105,000.00	210,000.00	210,000.00	210,000.00	210,000.00	210,000.00	1,155,000.00
Lake Asbury WM Improvements (602 Lake Asbury Road & Aldersgate St.)		1,530,000.00					1,530,000.00
Potable and Reclaimed Water Meter and backflow device replacement	509,100.50	1,600,000.00	1,650,000.00	1,700,000.00	1,750,000.00	1,750,000.00	8,959,100.50
<b>SYSTEM EXPANSION</b>							
Governor's Park WTP Design and Build	3,334,170.20	4,250,000.00					7,584,170.20
Meadow Lake WTP-New Ground Storage Tank and Electrical Service upgrade	569,629.10						569,629.10
Saratoga Spring WTP, WRF & offsite Mains	1,339,879.88						1,339,879.88
Fleming Island Reg. WWTP - 2nd BCR Plant, Two Tanks	2,973,748.29	1,680,000.00					4,653,748.29
CCUA Administrative Building Phase I	2,822,806.35	100,000.00					2,922,806.35
North Campus Driveway	668,678.02						668,678.02
North Middleburg Water & Sewer Extension and Interconnection (Water Interconnect, ForceMain exte	2,049.51	2,750,000.00					2,752,049.51
Infill Projects	1,361,678.98	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	1,861,678.98
Well Rehab		150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	750,000.00
Lead & Copper GSP replacement		60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	300,000.00
Water Quality Lab			2,228,000.00				2,228,000.00
Chemical tanks		100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	500,000.00
Facility Roof Repairs		100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	500,000.00
Commercial Meter Change outs		75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	375,000.00
12-inch Wm Keystone RV to Geneva lakes WTP		2,300,000.00					2,300,000.00
Henley Road 12" WM Loop - Sandridge to Small Lake	0.00	94,758.06					94,758.06
Peters Creek WTP Well 3 & 2nd GST	10,509.00	0.00			4,633,000.00		4,643,509.00
Peters Creek WRF - Phase II	19,916,212.08	41,600,000.00	639,431.63				62,155,643.71
Pier Station E/W WM Extension and Interconnect (State Road 16 and FCOB)	0.00	50,000.00	1,300,000.00				1,350,000.00
Pier Station Force Main Extensions (State Road 16 and FCOB)	0.00	0.00	700,000.00				700,000.00
Pier Station Master Pump Station (State Road 16 and FCOB)	0.00			1,500,000.00			1,500,000.00
Pier Station WTP Expansion	0.00			2,700,000.00			2,700,000.00
Ravines to Henly Road Water Main Extension	1,851,811.53	2,400,000.00	250,000.00				4,501,811.53
Ravines WTP 2nd GST	0.00				1,200,000.00		1,200,000.00
Spencer's WWTP: Phase 6 Expansion	0.00				750,000.00	5,500,000.00	6,250,000.00
Spencers WTP - Ground Storage & High Service Pump	139,041.47	3,000,000.00	1,700,000.00				4,839,041.47
Swimming Penn Creek WM Interconnect	1,894,215.15	1,810,000.00					3,704,215.15
LAMPA E/W Interconnect #1 Water (Cathedral Oaks West - Green)	2,422.64	2,112,000.00					2,114,422.64
LAMPA E/W Interconnect #1 Wwtr - Reuse (Cathedral Oaks West - Green)	4,974.88	4,337,000.00					4,341,974.88
LAMPA E/W Interconnect #2 Water (Cathedral Oaks East - Blue)			216,000.00	216,000.00			432,000.00
LAMPA E/W Interconnect #2 Wwtr - Reuse (Cathedral Oaks East - Blue)			2,535,000.00	2,535,000.00			5,070,000.00
LAMPA N/S Interconnect #1 Water (SS WTP to Cathedral Oaks West - Red)			2,000,000.00	2,000,000.00			4,000,000.00
LAMPA N/S Interconnect #1 Wwtr - Reuse (SS WTP to Cathedral Oaks West - Red)			2,000,000.00	2,000,000.00			4,000,000.00
LAMPA N/S Interconnect #2 Water (Feed Mill Rd. - Black)			900,000.00	900,000.00			1,800,000.00
LAMPA N/S Interconnect #2 Wwtr - Reuse (Feed Mill Rd. - Black)			900,000.00	900,000.00			1,800,000.00
CR 315 Peters Creek Spur (Orange)			3,650,000.00	3,650,000.00			7,300,000.00
16-inch WM Atlantis to Kindlwood	500,000.00		1,500,000.00				2,000,000.00
Upsizing pipes to accommodate Rookery GCS	0.00	466,000.00					466,000.00
Tanglewood Neighborhood Water Main Relocations	85,000.00						85,000.00
CR 218 widening from Pine Tree Lane to Cosmos	250,605.20						250,605.20
Sandridge Road widening and ForceMain Extension	538,441.70						538,441.70
CR 220 widening Badley to Henley Rd	250,000.00	510,000.00					760,000.00

Clay County Utility Authority  
2023/2024 Capital Projects Expenditures Budget - Adopted  
And Five Year Capital Projects Plan  
Adjusted for Prior Year Jobs Not Completed as of 4/30/2023

	ADJUSTED FISCAL YEAR 2022/2023	Fiscal Year 2023/2024	Fiscal Year 2024/2025	Fiscal Year 2025/2026	Fiscal Year 2026/2027	Fiscal Year 2027/2028	TOTALS
CR 220 widening from Henley to Knightbox	50,000.00	20,000.00					70,000.00
CR 315 widening -Utility Relocation (design FY 23 construct FY 24)	922,000.00						922,000.00
- Reclaimed Transmission Main - Spencers to Oakleaf			584,000.00	3,000,000.00			3,584,000.00
- Reclaimed Transmission Main - Oakleaf to Challenger			1,120,000.00				1,120,000.00
- Reclaimed Transmission Main - Old Jennings Rd Bypass				1,680,000.00			1,680,000.00
- New Pumps - Old Jennings WRF pump station					1,120,000.00		1,120,000.00
- Reclaimed Water SCADA		530,000.00	150,000.00				680,000.00
Mid-Clay Rib Recovery pH adjustment evaluation		30,000.00	270,000.00				300,000.00
Evaluate replacement of 16" AC Pipe by Orange Park mall		30,000.00					30,000.00
- Geneva Lake Estates (Watermain - B) 7,605 LF 12-inch WM					153,160.00	1,293,000.00	1,446,160.00
- Looping Fire Hydrants (Area D) 170 LF 12-inch WM					91,840.00		91,840.00
- Looping Fire Hydrants (Area G) 35LF of 6-inch WM					13,440.00		13,440.00
- Booster Pump Station					51,600.00	430,000.00	481,600.00
Treatment plant R&R Studies		500,000.00	200,000.00	200,000.00	200,000.00	200,000.00	1,300,000.00
Phase III Admin building			377,650.00	4,262,050.00			4,639,700.00
Fleming BTU #1 Rehab design and construction		500,000.00					500,000.00
Cost Participation w/ Development Projects		1,659,369.32					1,659,369.32
Lift Station 88 Relocation		1,200,000.00					1,200,000.00
CR220 Quadrant Intersection	578,000.00						578,000.00
<b>ALTERNATIVE WATER SUPPLY</b>							
AMI Demand Management			750,000.00	750,000.00			1,500,000.00
Onsite Stormwater Harvesting			150,000.00	2,750,000.00			2,900,000.00
Public Access Reuse Storage		1,822,500.00	3,288,600.00	3,996,540.00	2,000,000.00	2,000,000.00	13,107,640.00
Purified Water Pilot Study	1,417,053.39	2,000,000.00					3,417,053.39
<b>Subtotals</b>	56,654,408.67	96,491,108.86	61,992,999.93	59,545,851.00	22,766,972.00	18,502,432.28	315,953,772.74
<b>Contingency</b>	5,665,440.87	9,649,110.89	6,199,299.99	5,954,585.10	2,276,697.20	1,850,243.23	31,595,377.28
<b>TOTAL CAPITAL EXPENDITURES</b>	<b>62,319,849.54</b>	<b>106,140,219.75</b>	<b>68,192,299.92</b>	<b>65,500,436.10</b>	<b>25,043,669.20</b>	<b>20,352,675.51</b>	<b>347,549,150.02</b>
<b>Capital Expenditures Breakdown:</b>							
Renewal, Replacement & Betterment	20,836,922	29,803,592	40,198,618	31,875,846	14,243,629	10,344,676	147,303,284
System Expansion	40,065,874	72,514,127	23,805,082	26,128,050	8,800,040	8,008,000	179,321,173
Alternative Water Supply	1,417,053	3,822,500	4,188,600	7,496,540	2,000,000	2,000,000	20,924,693
	<b>62,319,850</b>	<b>106,140,220</b>	<b>68,192,300</b>	<b>65,500,436</b>	<b>25,043,669</b>	<b>20,352,676</b>	<b>347,549,150</b>

## 5.0 GOALS, OBJECTIVES AND POLICIES

Table 12 includes Clay County's Goals, Objectives, Policies and adopted ordinances that are most relevant to water planning.

**Table 13 - Clay County's Water Planning Goals, Objectives and Policies**

		2040 Comprehensive Plan	Local Ordinance
Water Source Protection	Protect Water Quality (including aquifer and surface water)	FLU Policy 1.1.1; CFE OBJ 1.6; CFE Policy 1.6.1; CFE Policy 1.8.5; CFE OBJ 1.9; CON OBJ 1.2; CON Policy 1.2.1; CON Policy 1.2.2; CON Policy 1.2.3; CON Policy 1.2.10; CON Policy 1.2.12; CON Policy 1.2.15; CON OBJ 1.3; CON Policy 1.3.1; CON Policy 1.3.2; CON Policy 1.3.3; CON Policy 1.3.5; CON Policy 1.3.6; CON Policy 1.4.5; CON Policy 1.5.10; CON OBJ 1.6; TRA OBJ 3.1; TRA OBJ 3.2; TRA OBJ 5.2; TRA Policy 5.2.1; BF CFE OBJ 1.2; BF CFE Policy 1.2.1; LA CFE OBJ 1.3; LA CFE Policy 1.3.1; LA CON OBJ 1.1; LA CON Policy 1.1.1	Ord. 2006-59 (NPDES)
Provision of Water to Development	Providing Supplies Concurrently	FLU OBJ 1.3; FLU Policy 1.3.1; FLU Policy 1.3.5; FLU Policy 1.5.5; FLU Policy 1.5.8; CIE Policy 1.3.1; FLU Policy 1.3.6; FLU Policy 1.3.7; FLU Policy 1.3.8; CFE OBJ 1.1; CFE Policy 1.1.1; CFE Policy 1.1.5; CFE Policy 1.1.7; CFE Policy 1.1.8; CFE 1.3.5; CON Policy 1.3.4; CIE OBJ 1.4; CIE Policy 1.4.1; CIE Policy 1.4.2; CIE Policy 1.4.3; LA FLU Policy 1.3.2; LA CON Policy 1.2.1;	
	Future Provision	FLU Policy 1.5.4; CFE OBJ 1.3; CFE Policy 1.3.1	
Water Conservation	Quantity	CFE OBJ 1.5; CFE Policy 1.5.2; CON OBJ 1.4; CON Policy 1.2.14; LA CON OBJ 1.2	
	Landscaping Related Efforts	CON Policy 1.2.15; CON Policy 1.3.6; CON Policy 1.4.2; CON Policy 1.4.6; CON Policy 1.8.1; CON Policy 1.8.2	Ord. 2010-13 (Irrigation)
	Education	CON Policy 1.4.1	
Alternative Water Sources	Reclaimed Water	CFE Policy 1.5.1; CON Policy 1.4.4; LA CON Policy 1.2.2	
Intergovernmental Coordination	Planning	CFE Goal 1; CFE Policy 1.1.1; CFE Policy 1.1.12; CFE OBJ 1.3; CFE Policy 1.3.2; CFE Policy 1.3.3; CFE Policy 1.3.7; CON Policy 1.2.11; CON Policy 1.2.12; CON Policy 1.2.14; CON Policy 1.3.1; CON Policy 1.3.7; CON Policy 1.5.7; ICE Policy 1.1.1; ICE Policy 1.1.5; ICE Policy 1.2.1;	

## REFERENCES

Avery, Ray O. 2014. *Reclaimed Water Deficit & Augmentation of Reclaimed Water System Projection Study on Long Term Water Supply*. Clay County Utility Authority.

BEBR, 2024. *Florida Population Studies, Vol. 57, Bulletin 198*, Bureau of Economic and Business Research. Available online at [https://bebr.ufl.edu/wp-content/uploads/2024/01/projections\\_2024.pdf](https://bebr.ufl.edu/wp-content/uploads/2024/01/projections_2024.pdf)

City of Green Cove Springs, Planning Department, 2025, Green Cove Springs, FL.

Clay County Utility Authority, Service Availability Department, 2025. Available online at <https://www.clayutility.org/default.aspx>

JEA Water/Wastewater System Planning, 2019. *Annual Water Resource Master Plan*, Jacksonville, FL.

Kimley Horn, 2024. *Biennial Engineering Evaluation & Report Fiscal Years 2022 and 2023 for Clay County Utility Authority*, Orange Park, FL.

Mittauer & Associates, Inc., 2018. *Water System Master Plan for City of Green Cove Springs*, Orange Park, FL.

SJRWMD, 2017. Consumptive Use Permit Information, St. Johns River Water Management District.

SJRWMD and SRWMD, 2023. *North Florida Regional Water Supply Plan (2020-2045)*. St. Johns River Water Management District and Suwannee River Water Management District. Available online at <https://northfloridawater.com/watersupplyplan/>.

Taylor Engineering, Inc. 2016. *Initial Assessment of Alternative Water Supply Options for Clay County Utility Authority, Final Report January 2016*, Jacksonville, FL.





Agenda Item  
Clay County Board of County Commissioners

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

TO: Board of County Commissioners

DATE: 3/25/2025

FROM: Beth Carson, Director of  
Planning and Zoning

SUBJECT: This application is a Text Amendment to FLU Policy 1.9.6 to remove land use classification specific language.

AGENDA ITEM TYPE:

---

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Staff_report_COMP_25-0007	Cover Memo	3/26/2025	Staff_Report_COMP_25-0007.ADA.pdf
▢ Draft_ordinance_COMP_25-0007	Ordinance	3/26/2025	Ordinance_COMP_25-0007.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	4/2/2025 - 5:24 PM	Item Pushed to Agenda



## Staff Report and Recommendations for COMP 25-0007

### Introduction:

This application is a Staff initiated amendment to the Comprehensive Plan prompted by citizen requests to allow for the transfer of land to family members within the Master Plan areas.

### Background:

The 'heirs exemption', as generally described in FLU Policy 1.9.6 and more specifically in Sec. 3-10(g) of the Land Development Code, allows for the transfer of property, designated as Agriculture, Agriculture/Residential, Rural Residential, Rural Fringe, Urban Fringe and Urban Core (10) land use, to a qualifying heir. When the Branan Field and Lake Asbury Master Plans were developed, the heirs exemption policies in the Comprehensive Plan and Land Development Code were not amended to include the new land use classifications. In response to citizen requests to allow the opportunity for heirs exemptions within the master plan areas, this application proposes to amend Comprehensive Plan FLU Policy 1.9.6 to leave the general intent portion of the policy and remove land use classification specific language that is currently, and more appropriately, located in the land development code. An amendment to the Land Development Code policy will follow the Comprehensive Plan amendment process to add specific requirements for the Branan Field and Lake Asbury land use classifications.

### Summary of the Proposed Comprehensive Plan Text Amendment:

The proposed amendment will remove land use classification specific language from FLU Policy 1.9.6 while preserving the intent to allow for the transfer of land to family members via the heirs exemption process. The changes proposed are as follows:

#### *FLU POLICY 1.9.6*

The County shall establish criteria in the land development regulations for the transfer of land for the use of family members for their primary residences.  
~~Within the Agriculture, Agriculture/Residential and Rural Residential land use classifications, a minimum lot size of 1 acre is required. Within the Rural Fringe land use classification, a minimum lot size of 1/3 acre is required. Within the Urban Fringe and Urban Core land use classifications the minimum lot size shall be governed by the underlying zoning and the maximum lot size shall be 1 acre.~~

### Analysis of Proposed Amendment Regarding Urban Sprawl

It is the intent of Clay County to discourage the proliferation of Urban Sprawl. As required by FS 163.3177, all proposed comprehensive plan amendments are to be analyzed to ensure that urban sprawl and its negative impacts are not promoted. Specifically, the proposed amendment shall be determined to



discourage the proliferation of urban sprawl because it incorporates a development pattern or urban form that achieves the following:

1. Directs economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.
2. Maximizes the use of existing and future public facilities.
3. Supports infill development.
4. Preserves open space and natural lands.

#### **Lake Asbury-Penney Farms CAC**

Staff initially believed an Amendment to FLU Policy 1.9.6 could be included with the final EAR package and brought both the Comprehensive Plan and Land Development Code changes to the Lake Asbury-Penney Farms CAC on February 13, 2025. The CAC voted 6-0 to recommend in favor of the heirs exemption amendment within the Lake Asbury Master Plan area but further recommended that maximum lot size provisions be eliminated.

#### **Recommendation**

The proposed amendment to FLU Policy 1.9.6 will remove the limited land use classifications currently listed in the policy and allow for countywide application of the heirs exemptions. Staff supports the intent of heirs exemptions and believes the opportunity should be available throughout the County and therefore recommends approval of COMP 25-0007.

ORDINANCE NO. 2025-\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING EITHER THE CLAY COUNTY 2040 COMPREHENSIVE PLAN ADOPTED BY ORDINANCE NO. 2018-31, AS SUBSEQUENTLY AMENDED, OR THE CLAY COUNTY 2045 COMPREHENSIVE PLAN, TO BE ADOPTED BY ORDINANCE ON MARCH 27, 2025, WHICHEVER IS IN EFFECT ON THE EFFECTIVE DATE OF THIS AMENDMENT, BOTH ADOPTED PURSUANT TO THE REQUIREMENTS OF SECTION 163.3184, FLORIDA STATUTES, TO AMEND FLU POLICY 1.9.6 TO REMOVE LAND USE CLASSIFICATION LANGUAGE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 26, 2018, the Board of County Commissioners of Clay County, Florida (the “Board”), adopted Ordinance No. 2018-31, which adopted the Clay County 2040 Comprehensive Plan (the “Plan”) [OR on March 25, 2025, the Board of County Commissioners of Clay County, Florida (the “Board”), adopted Ordinance No. 2025-   , which adopted the Clay County 2045 Comprehensive Plan (the “Plan”)]; and,

WHEREAS, Section 163.3184, Florida Statutes, outlines the process for the adoption of comprehensive plans or amendments thereto;

WHEREAS, Application COMP 25-0007 requests an amendment to the Plan;

WHEREAS, the Board desires to amend the Plan as provided for below.

Be It Ordained by the Board of County Commissioners of Clay County:

**Section 1.** Clay County Ordinance No. 2018-31, as amended, [OR Clay County Ordinance No. 2025- \_\_] is amended as provided in Section 2 hereof.

**Section 2.** FLU Policy 1.9.6 of the Future Land Use of the adopted Comprehensive Plan is hereby amended as follows:

**FLU POLICY 1.9.6**

The County shall establish criteria in the land development regulations for the transfer of land for the use of family members for their primary residences. ~~Within the Agriculture, Agriculture/Residential and Rural Residential land use classifications, a minimum lot size of 1 acre is required. Within the Rural Fringe land use classification, a minimum lot size of 1/3 acre is required. Within the Urban Fringe and Urban Core land use classifications the minimum lot size shall be governed by the underlying zoning and the maximum lot size shall be 1 acre.~~

**Section 3.** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 4.** The Planning and Zoning staff are authorized and directed within 10 days of the date of adoption of this Ordinance to transmit the proposed amendment package to the Florida Department of Commerce, and to other reviewing agencies, as specified in Section 163.3184, Florida Statutes.

**Section 5.** In accordance with Section 163.3184, Florida Statutes, if the Plan amendment provided by this Ordinance is not timely challenged, then the effective date of said Plan shall be the 31<sup>st</sup> day after the date the Department of Commerce notifies the County that the Plan amendment is complete. If the Plan amendment is timely challenged, however, said effective date shall be the date a final order is entered by the Department of Commerce or the Administrative Commission determining the amendment to be in compliance. No development orders, development permits or land uses dependent on this Plan amendment may be issued or commence before they have become effective.

**DULY ADOPTED** by the Board of County Commissioners of Clay County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BOARD OF COUNTY COMMISSIONERS  
OF CLAY COUNTY, FLORIDA

By: \_\_\_\_\_  
Betsy Condon, Its Chair

ATTEST:

By: \_\_\_\_\_  
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, April 8 4:00 PM

TO: BCC

DATE: 3/28/2025

FROM: Teresa Capo

SUBJECT: Staff was notified on March 18, 2025 that the Green Cove Springs City Council members appointed Thomas M. Smith to represent the City on the Tourist Development Council. Mr. Smith would fill the remaining term previously held by Steven Kelley which is set to expire on May 20, 2025 and then would commence a new term of four years which will expire in 2029.

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Letter from the City	Backup Material	4/1/2025	T._Smith_TDC_Letterada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	3/28/2025 - 9:57 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	3/28/2025 - 12:21 PM	AnswerNotes



# City of Green Cove Springs

---

Phone: 904-297-7500

Fax: 904-284-8118

321 Walnut Street

Green Cove Springs, FL 32043

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

Florida Relay: Dial 7-1-1

March 27, 2025

Stephanie Lamb  
Tourism Program Manager  
Clay County Board of County Commissioners  
477 Houston Street  
Green Cove Springs, FL 32043

RE: City of Green Cove Springs TDC Representative

Please be advised that at our March 18, 2025 City Council meeting, the City Council members appointed Thomas M. Smith to represent the City on the Tourist Development Committee. Mr. Smith agreed to the appointment and is looking forward to participating in the position.

Please contact Mr. Smith directly with meeting schedules, current projects, tools and reports that he will need when attending a TDC meeting. His contact information is:

Cell (904) 401-2975      Email: [tsmith@greencovesprings.com](mailto:tsmith@greencovesprings.com)

If you need anything further, please feel free to contact me.

Sincerely,

Erin West, MMC  
City Clerk



Agenda Item  
Clay County Board of County Commissioners

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

TO:

DATE:

FROM:

SUBJECT:

AGENDA  
ITEM  
TYPE:

---

ATTACHMENTS:

Description	Type	Upload Date	File Name
NEFBA Workforce Education Impact Paper 2024	Backup Material	4/2/2025	NEFBA_Workforce_Education_Impact_Paper_2024ada.pdf
NEFBA Letter of Support	Backup Material	4/2/2025	8_April_2025_Support_Letter_for_NEFBA_Funding_final.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	4/2/2025 - 4:46 PM	Item Pushed to Agenda



August 2024

# NEFBA Workforce Education Impact Report 2024



*May 2024 Graduation at University of North Florida*



### KEY PROGRAM HIGHLIGHTS

- 5-year growth in enrollment of 29.5%
- Over \$ 20M annual direct local economic impact with skilled worker wages
- 48% increase in apprentice wages over 10 years
- 25.1% increase in youth enrollment in 5 years with average age of 24.9
- 66.7% graduation rate vs. 54% national average
- Over 205 Participating employers offering “earn while you learn” on-the- job training

### Overview Of The Apprenticeship Program

For over 50 years, the Northeast Florida Builders Association (NEFBA) has offered a quality registered apprenticeship program to provide career development in the skilled trades as a pathway to high- wage, high- demand careers in the construction industry.

NEFBA began the program in 1973 in response to the growing need for skilled craft workers in the local area. In July 2024, NEFBA had 505 registered apprentices working in the fields of Carpentry, Electrical, HVAC, and Plumbing. In May 2024, NEFBA graduated 56 four- year graduates in each of the trades for a 5-year total of 307 journeyman graduates. NEFBA’s long-term commitment to serving the workforce development needs is evident in the program’s five- year growth rate of 29.5%.

NEFBA Apprenticeship’s 2024 4- year graduation rate, after probationary period, was 66.7% versus the national average of 54%. 100% of 2024 graduates earned a NCCER industry certification.

NEFBA’s apprenticeship provides an invaluable direct economic impact to one of the largest growing cities in the nation. The average wages earned by NEFBA’s apprentices contributes over

\$20 million dollars annually back into Northeast Florida’s economy. The tuition-free NEFBA program leaves graduates with \$0 student debt.

Upon graduation, apprentices are awarded up to 27 credit hours towards an A.S. degree in Industrial Management from the Florida state college system.



*High School Outreach Scale Model Home Build at Clay High*

### Three-Year Expansion Goals

The expansive growth of the apprenticeship program is contributed to the strong partnerships NEFBA has with local area high schools. NEFBA’s youth enrollment has increased to 44.9% (under 21). In 2023, NEFBA participated in 64 events with high schools and youth organizations. NEFBA provides free sponsorship of curriculum and registered Preapprenticeships in nine high school construction programs in three counties. NEFBA serves on 10 youth-based advisory boards. These activities are critical in raising awareness of apprenticeship as a career pathway after high school graduation.

With both demand and growth projections, the NEFBA Apprenticeship program seeks to expand apprenticeship training to 530 apprentices by 2027. Additionally, with a dedicated facility, the association will begin an adult Preapprenticeship opportunity in 2026 to further the pipeline of individuals in the skilled crafts.

A key element for expansion will be the recruitment of military Veterans in our tri-base area. Veterans can use their GI benefits in the form of a housing allowance to transition them into an apprenticeship career pathway upon completion of their service.



*Carpentry apprentices installing custom planter boxes at Eartha Farms serving the Clara White Mission*

### 2025 Appropriation Goals

NEFBA's training locations for the Apprenticeship program and youth outreach are in need of centralization. NEFBA requires the construction of a Workforce Development Center to expand NEFBA's ability to enhance and expand its flagship apprenticeship program's facilities and workforce educational programming. Appropriations are sought for program operations and/or capital to match employer, private and public grant funds.

### Workforce Development Center Specs

- Centralized 35,000 sq ft. training facility in Jacksonville
- 4 dedicated hands-on lab spaces with upgraded equipment
- Large 4,500 sq ft Building Construction lab in partnership with secondary schools and Veterans groups
- 12 classrooms for training
- Ability to offer daytime and evening training for the skilled trades and construction industry

NEFBA administration had the opportunity to tour the state supported training facilities for another large homebuilder in Kentucky. The state of Kentucky supported the project with a \$20M appropriation. It is NEFBA's goal to replicate their facilities to serve the entire Northeast Florida region.



*Facilities at Kentucky HBA Training Facility*

For more information please scan the QR code and visit our website.



**For Additional Information Contact:**  
**Christina Thomas**  
**Director of Workforce Development**  
[cthomas@nefba.com](mailto:cthomas@nefba.com)



**Board of County  
Commissioners**

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

Area Code: 904  
Phone: 284-6352

**County Manager**  
Howard Wanamaker

**Commissioners:**  
John Sgromolo  
District 1

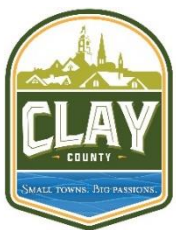
Alexandra Compere  
District 2

Jim Renninger  
District 3

Betsy Condon  
District 4

Kristen Burke, DC  
District 5

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



April 8, 2025

To Whom It May Concern:

The Clay County Board of County Commissioners wishes to express support for the Northeast Florida Builders Association (NEFBA) Apprenticeship Program's State Appropriation request (\$750,000) during the 2025 Legislative session.

This funding will enable NEFBA to dramatically expand the Apprenticeship Program and serve as a premier provider of workforce education in Northeast Florida. NEFBA's work in providing skilled training and education to the next generation of building professionals is vital to the long-term prosperity of our community and will create lasting career opportunities for many local residents. One of the most noteworthy attributes of NEFBA's Apprenticeship Program is that apprentices graduate debt-free with a desirable and marketable skill.

Due to these attributes, among others, the Clay County Board of County Commissioners fully supports this appropriation request. Please do not hesitate to contact me at [Betsy.Condon@claycountygov.com](mailto:Betsy.Condon@claycountygov.com) if you have any questions.

Sincerely,

Betsy Condon, Chair  
Clay County Board of County Commissioners



Agenda Item  
Clay County Board of County Commissioners

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

TO: Board of County Commissioners

DATE: 3/7/2025

FROM: Karen Smith, Administrative  
& Contractual Services

SUBJECT:

Bid Opening Tabulations for March 21, 2025:

A. RFB No. 24/25-027, Green Cove Springs Fuel Island Canopy Repair

B. RFQ No. 24/25-051, Development of a Comprehensive Safety Action Plan for Safe Streets for All

Bid Opening Tabulation for April 1, 2025:

A. RFQ No. 24/25-052, Professional Architectural Services for the Oakleaf Library

AGENDA ITEM TYPE:

---

BACKGROUND INFORMATION:

Letters of Documentation

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Bid Opening Tabulations	Cover Memo	4/2/2025	Bid_Tabs_BCC_bid_openings_040825_ada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	4/2/2025 - 4:47 PM	Item Pushed to Agenda

## BID TABULATION FORM

Bid: 24/25-027

Date: March 21, 2025

Proj: Green Cove Springs Fuel Island Canopy Repair

Time Open: 9:02 a.m.

Ad: Clay Today, February 20, 2025

Time Close: 9:08 a.m.

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	Addendum	Base Bid Total	Alternate
1	Advantage Contracting Group	✓	✓	\$71,400.00	\$22,500.00



## BID TABULATION FORM

RFQ: 24/25-051

Date:

March 21, 2025

**Development of a Comprehensive Safety Action**

Proj: **Plan for Safe Streets for All**

Time Open:

9:01 AM

Ad: Clay Today, February 20, 2025

Time Close:

9:01 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	Beryl Project Engineering	No Bid	
2	EXP U.S. Services, Inc.	Yes	To Be Determined
3	Foresite Group, LLC	Yes	To Be Determined
4	TJKM Transportation Consultants	Yes	To Be Determined
5			
6			
7			
8			
9			
10			
11			
12			

## BID TABULATION FORM

RFQ: 24/25-052

Date:

April 1, 2025

Proj: **Professional Architectural Services for the  
Oakleaf Library**

Time Open:

9:00 AM

Ad: Clay Today, February 27, 2025

Time Close:

9:02 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 Total
1	Akel Logan Shafer, PA	To Be Determined
2	Borrelli + Partners, Inc.	To Be Determined
3	Brame Heck Architects, Inc.	To Be Determined
4	Doherty Sommers Architects Engineers, Inc.	To Be Determined
5	Fleischman and Garcia & Planners, AIA, PA	To Be Determined
6	Harvard Jolly, Inc.	To Be Determined
7	Invasion Architecture, LLC	To Be Determined
8	PQH Group Design, Inc.	To Be Determined
9	The Haskell Company	No Bid
10	Walker Architects	To Be Determined
11		