



**BOARD OF COUNTY COMMISSIONERS
MEETING AGENDA**

October 14, 2025
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Compere

PLEDGE

Chief Warrant Officer 3 Nicholas Padilla Jr. US Army (Ret.)

CALL TO ORDER

ROLL CALL

PET ADOPTIONS

PROCLAMATIONS/RESOLUTIONS

1. Domestic Violence Awareness Month (October 2025)
2. GFWC International Day of Service
3. World Polio Day (October 24, 2025)

DECLARATIONS

4. Breast Cancer Awareness Month (October 2025)
5. National Cybersecurity Awareness Month (October 2025)

PRESENTATIONS

Florida Forest Service Annual Clay County Commissioners Reports (Carlton Scott/Dave Sechrist)

CONSTITUTIONAL OFFICERS

APPROVAL OF MINUTES

6. Board of County Commissioners Meeting Minutes September 23, 2025.

PUBLIC COMMENTS

CONSENT AGENDA

7. Finance Business

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

8. RFP No. 24/25-112, Clay County State Housing Initiative Partnership (SHIP) Inspection Services (K.Smith)

Review of Staff's ranking of the Proposals received for RFP No. 24/25-112, Clay County State Housing Initiative Partnership (SHIP) Inspection Services.

1. St. Johns Housing Partnership - 80.7
2. Alex Home Inspection Services, LLC - 45.3
3. Beryl Project Engineering - 43
4. Kings Realty Co., LLC - 38
5. Conemco Engineering, Inc.- 37.3
6. UES Professional Solutions, LLC - 36.7

A committee consisting of the SHIP Program Director, Grants Director, and Plans Examiner III performed the evaluation and ranking of the responses received. If desired, the Board may request presentations.

Approval of award will be effective after the 72-hour protest period has expired. An agreement will be negotiated and brought back to the Board for approval.

Funding Source:

SHIP Program Fund - SHIP Program Activities - Program Services

9. Bid No. 24/25-124, Waste Tire Disposal Services (K. Smith)

Approval to post Notice of Intent to Award Bid No. 24/25-124, Waste Tire Disposal Services to Putnam County BOCC at the unit cost received for Option 1. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source:

Solid Waste Fund - Environmental Services - Temporary Labor, Billing, Collection, and Management

10. Agreement for Bus Bench Services (K. Smith)

Approval of the First Renewal and Third Amendment to Agreement No.

2014/2015-155 for Bus Bench Siting/Services for a period of five (5) years with the option to renew for one additional 5-year term. The annual fee to be paid quarterly is \$10,000 for year one. Each additional year is subject to an annual CPI increase.

11. First Renewal of Bid No. 23/24-066 with Liberty Trucking LLC for County Wide Delivery of Limerock Base Material (K. Smith)
Approval of the First Renewal of Bid No. 23/24-066 with Liberty Trucking LLC for County Wide Delivery of Limerock Base Material for one (1) year effective July 23, 2025 through July 22, 2026 at the same terms, conditions, and cost provided for in the original bid.
12. State Financial Assistance Recipient Agreement re: Mosquito Control with FDACS for FY 2025/2026 (A. Wallau)
A) Approval of the State Financial Assistance Recipient Agreement to Provide Mosquito Control on behalf of the Florida Department of Agriculture and Consumer Services (FDACS) beginning October 1, 2025 through September 30, 2026, for which FDACS will pay the County an amount not to exceed \$69,587.50.
B) Approval of the accompanying budget resolution.
Funding Source:
Revenue
13. BlueMedicare Master Agreement with Blue Cross and Blue Shield of Florida, Inc. for 2026 (J. Leighton)
A) Approval of BlueMedicare Group Master Agreement with Blue Cross and Blue Shield of Florida, Inc. (Florida Blue), regarding the group Medicare Advantage, Medicare Advantage Prescription Drug Plan, and/or stand-alone Medicare Prescription Drug Plan for retirees and covered dependents, effective 1/1/2026.
B) Additional approval of advance payment for the first premium payment.
Funding Source:
General Fund - Benefits - Retiree Insurance
14. Grant Agreement for the FY2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant (M. Covey)
A) Approval of the Grant with the Federal Emergency Management Agency (FEMA) for \$2,445,763.71 to hire 15 new firefighters under the FY24 SAFER Grant. This is a cost share grant with a match requirement of \$1,520,339.64.
B) Approval for the Fire Chief to accept the award and grant agreement terms in the FEMA GO Grants Portal.
C) Approval of the accompanying budget resolution.
15. State Aid to Libraries Grant Application and Certifications (M. Covey/M. Canfield)

Approval to submit grant application for the State Aid to Libraries Grant Program for FY25-26 and execute the Grant Agreement with the State of Florida, Department of State, Division of Library and Information Services and Certification of Hours and Certification of Credentials. Award amount is based on the Clay County Public Library System's operational budget and State funding availability. Grant funds will support library operational costs.

16. First Amendment to Agreement No. 2024/2025-40 with the US Department of Transportation re: FY2023 Safe Streets and Roads for All Grant Program (M. Covey)

Approval of the First Amendment to Agreement No. 2024/2025-40 with the US Department of Transportation re: FY2023 Safe Streets and Roads for All Grant Program amending the performance period and milestone completion dates. All other terms and conditions remain the same.

17. Modification to Grant Agreement FM912-A1 with the Florida Department of Financial Services for Station 20 Construction (M. Covey)

Approval of Modification to Grant Agreement FM912-A1 to update the eligible vendor list to receive final reimbursement for Station 20 construction.

DISCUSSION/UPDATES

18. Progress Report on the Bonded Transportation Program and Other Capital Projects (Capital Projects Team)
19. Active & Upcoming Formal Solicitations (K.Smith/J.Loos)
20. Discussion to designate a County Road in honor of Charlie Kirk
21. Countywide Stormwater Study Update (R. Smith)

OLD BUSINESS

22. CR218 Median Breaks (E. Dendor)

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

23. Public Hearing on the adoption of an Ordinance amending Ordinance No. 2017-9, as amended by Ordinance No. 2023-22, which established the Wilford Preserve Community Development District in order to amend and expand the boundaries of the Wilford Preserve Community Development District and, contingent on the approval of this Ordinance, approval of a Quit Claim Deed conveying dedicated roads in the Chestwick South Plat and the Wilford Preserve Unit Four Plat to the Wilford Preserve Community Development District (C. Grimm)

24. First Public Hearing to consider adoption of ZON 25-00026 (District 4, Condon) (J. Bryla)

This application is an Administrative Rezoning request to rezone six properties from Agricultural (AG) to Agricultural Residential.

LETTERS FOR ACTION

25. Approval of Letter of Recognition - Wilson Denver Key

LETTERS OF DOCUMENTATION

26. Bid Opening Tabulations (K Smith)

Bid Opening Tabulation for September 19, 2025:

A. Bid No. 24/25-124, Waste Tire Disposal Services

Bid Opening Tabulation for October 3, 2025:

A. RFQ No. 24/25-127, Construction Manager At Risk (CMAR) For The Substance Use Disorder Recovery Center

Bid Opening Tabulation for October 7, 2025:

A. Bid No. 24/25-126, Moody Park National Fitness Campaign Slab

PUBLIC COMMENTS

COMMISSION AUDITOR

COUNTY ATTORNEY

COUNTY MANAGER

COMMISSIONERS' COMMENTS

In accordance with the Americans with Disabilities Act, any person needing accommodations to participate in this matter should contact Clay County Risk Management by mail at P.O. Box 1366, Green Cove Springs, Florida 32043, or by telephone at (904) 679-8596, no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Deaf and hard-of-hearing persons can access the telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice) or 1-800-955-8771 (TDD).



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	10/3/2025 - 9:24 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: Clay County
Board of County
Commissioners

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BCC	Streeper, Lisa	Approved	10/3/2025 - 9:24 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO:

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SUBJECT:

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ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
2025 Domestic Violence Awareness Month proclamation	Cover Memo	10/8/2025	2025_Domestic_Violence_Awareness_Month_proclamation.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	10/3/2025 - 9:24 AM	Item Pushed to Agenda

WHEREAS, domestic violence impacts over 12 million men and women in the U.S. each year, and every day, more than 79,000 victims seek critical services that can mean the difference between safety and continued abuse; and

WHEREAS, domestic violence knows no boundaries, affecting people of all races, ages, genders, and income levels, with far-reaching impacts felt throughout society, including here in Clay County and across the Nation; and

WHEREAS, in Fiscal Year 2024–2025, Quigley House, Clay County’s only Domestic Violence and Sexual Assault Center, provided more than 9,400 shelter nights to 212 local adults and children, answered 1,331 crisis calls, created 1,785 personalized safety plans, the Injunction for Protection Project aided 618 individuals, and the sexual assault program supported 24 survivors during forensic exams; and

WHEREAS, during Domestic Violence Awareness Month, Clay County joins communities across Florida and the Nation to honor those lost to abuse, support survivors, raise awareness, and recognize outstanding community organizations like Quigley House for their tireless efforts to educate, empower, and provide life-saving resources.

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

DOMESTIC VIOLENCE AWARENESS MONTH IN CLAY COUNTY

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 14th day of October 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, October 14 4:00 PM

TO: DATE:

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ATTACHMENTS:

	Description	Type	Upload Date	File Name
	2025 GFWC			
▢	Day of Service proclamation	Cover Memo	10/8/2025	2025_GFWC_Day_of_Service_proclamation.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	10/3/2025 - 9:24 AM	Item Pushed to Agenda

WHEREAS, founded on February 20, 1883, by 25 women as Florida’s first woman’s club, the Village Improvement Association of Green Cove Springs helped establish the General Federation of Women’s Clubs in 1890 and has proudly served the community for over 140 years; and

WHEREAS, the Village Improvement Association, Federated Women’s Club, Inc., of Green Cove Springs, Florida, serves Green Cove Springs and the greater Clay County area through volunteerism and fundraising; as a member of the General Federation of Women’s Clubs (GFWC) and GFWC Florida, it also supports charitable initiatives at the county, state, and national levels; and

WHEREAS, the VIA continues its tradition of community service by participating in the annual GFWC International Day of Service, with this year’s focus on raising awareness related to domestic violence, sexual violence, and human trafficking; and

WHEREAS, in partnership with the Clay County Sheriff’s Office, Clerk of Court and Comptroller’s Office, Green Cove Springs Police Department, State Attorney’s Office, local Judiciary, other community organizations, and Quigley House, the event empowered dozens of participants to combat domestic and sexual violence and human trafficking by recognizing warning signs, by speaking up to educate others, and by reporting concerns to law enforcement; and

WHEREAS, fundraising efforts led by the VIA raised nearly \$500 in gift card donations, presented to Quigley House to assist with transportation to medical and job appointments for families seeking services.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby commend the

GFWC INTERNATIONAL DAY OF SERVICE, ENDING DOMESTIC AND SEXUAL VIOLENCE IN CLAY COUNTY

in doing so, we recognize the outstanding efforts of the Village Improvement Association, Federated Women’s Club, Inc., of Green Cove Springs, for partnering with like-minded organizations to raise community awareness about the urgent need to end domestic and sexual violence and human trafficking in our communities.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 14th day of October 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



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Clay County Board of County Commissioners

Clay County Administration Building
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ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ 2025 World Polio Day proclamation	Cover Memo	10/8/2025	2025_World_Polio_Day_proclamation.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	10/3/2025 - 9:25 AM	Item Pushed to Agenda

WHEREAS, Rotary International, whose motto is Service Above Self, launched a global effort to immunize the world’s children against polio in 1985 (PolioPlus) and helped establish the Global Polio Eradication Initiative in 1988; and

WHEREAS, at the start of this global effort, polio paralyzed over 1,000 children daily, and through the efforts of Rotary and its partners, mobilizing 20 million volunteers in 125 countries to immunize more than 3 billion children, polio cases have dropped by 99%, bringing the world to the brink of eradication; and

WHEREAS, World Polio Day is a global observance for Rotary members, public health advocates, and others committed to a polio-free world to recognize progress and highlight the ongoing need for critical resources—like operational support, medical staff, laboratory infrastructure, and educational tools—to achieve eradication; and

WHEREAS, the theme for World Polio Day 2025, "**End Polio Now: Protect Every Child**," underscores the urgent need for continued global efforts to fully eradicate polio by ensuring every child is vaccinated and protected from this preventable disease; and

WHEREAS, the Rotary Clubs in Clay County; Orange Park Sunrise, Orange Park Sunset, Orange Park Noon, Fleming Island, Green Cove Springs, Ridgeview High School Interact, St. Johns Classical Academy Interact, Fleming Island High School Interact and St. Johns Country Day Interact, sponsor service projects to address critical issues such as poverty, disease, hunger, illiteracy, and the environment in their local communities and abroad, and will celebrate World Polio Day on October 24, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Clay County, Florida, does hereby proclaim October 24, 2025, as

WORLD POLIO DAY IN CLAY COUNTY

and in so doing, commends the outstanding humanitarian work of Rotary International and encourages all citizens to join in the fight for a polio-free world.

DULY ADOPTED by the Board of County Commissioners, Clay County, Florida, this 14th day of October 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

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Jim Renninger



Agenda Item
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Description	Type	Upload Date	File Name
2025 Breast Cancer Awareness Month Declaration	Cover Memo	10/8/2025	2025_Breast_Cancer_Awareness_Month_Declaration.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	10/3/2025 - 9:25 AM	Item Pushed to Agenda



DECLARATION

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

WHEREAS, in 2025, more than 316,000 people will be diagnosed with breast cancer, and one in eight women in America and 0.5% to 1% of men will be diagnosed with the disease in their lifetimes; and

WHEREAS, Breast Cancer Awareness Month is an international health campaign held every October to promote screening and prevention of the disease, which currently affects more than 2.3 million people worldwide, and with diagnosed cases projected to reach 3.2 million annually by 2050; and

WHEREAS, widely recognized by its pink theme, the month includes campaigns and programs that support those diagnosed with breast cancer, raise awareness of risk factors, and encourage women to begin regular screenings at age 40 or earlier, based on individual risk; and

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

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

Therefore,

The Board of County Commissioners, Clay County, Florida, does hereby declare October 2025 as

BREAST CANCER AWARENESS MONTH IN CLAY COUNTY



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
2025 Cybersecurity Awareness Month Declaration	Cover Memo	10/8/2025	2025_Cybersecurity_Awareness_Month_Declaration.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Communications	Streeper, Lisa	Approved	10/3/2025 - 9:25 AM	Item Pushed to Agenda



DECLARATION

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

WHEREAS, Cybersecurity Awareness Month, observed each October, is a global initiative that emphasizes key actions to reduce cybersecurity risks, protect public safety, and prioritize economic security; and

WHEREAS, cyberattacks threaten our daily lives, economy, and national security by destroying, corrupting, or stealing data from computer systems and networks impacting critical infrastructure, hospitals, public safety agencies, businesses, schools, and other essential services Americans depend on every day; and

WHEREAS, to help protect the nation's infrastructure, the President and Congress have designated October as Cybersecurity Awareness Month each year since 2004; and

WHEREAS, cybersecurity and upholding the safety of the digital landscape are collective duties that every individual has an essential role in executing, and this year's theme, "**Building a Cyber Strong America**," highlights the need to strengthen the country's infrastructure against cyber threats, ensuring resilience and security; and

WHEREAS, cybercrime is an ever-evolving threat, as criminals continuously develop new tactics to steal valuable data and sensitive information, making detection and prevention more difficult and requiring constant vigilance to stay protected.

Therefore,

The Board of County Commissioners, Clay County, Florida, does hereby declare October 2025 as

CYBERSECURITY AWARENESS MONTH IN CLAY COUNTY

and, in so doing, we encourage all residents to strengthen their cybersecurity at home, work, and school by enabling multi-factor authentication, using strong passwords and a trusted password manager, recognizing and reporting phishing attempts, and keeping software up to date.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: BCC DATE: 8/28/2025

FROM: Teresa
Capo

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
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REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	8/28/2025 - 4:27 PM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	8/28/2025 - 10:31 PM	AnswerNotes



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

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ATTACHMENTS:

Description	Type	Upload Date	File Name
Board of County Commissioners Meeting Minutes September 23, 2025	Backup Material	10/6/2025	Board_of_County_Commissioners_Meeting_Minutes_September_23__2025.ADA_aw.pdf
Attachment "A" Pet Adoptions	Backup Material	10/6/2025	Attachment_A_Pet_Adoptions.ADA.pdf
Attachment "B" SBDC Presentation	Backup Material	10/6/2025	Attachment_B_SBDC_Presentation.ADA.pdf
Attachment "C" COMP-25-0004	Backup Material	10/6/2025	Attachment_C_COMP-25-0004.ADA.pdf
Attachment "D" ZON-25-0025	Backup Material	10/6/2025	Attachment_D_ZON-25-0025.ADA.pdf
Attachment "E" ZON-25-0019	Backup Material	10/6/2025	Attachment_E_ZON-25-0019.ADA.pdf
Attachment "F" County Road 218 presentation	Backup Material	10/6/2025	Attachment_F_County_Road_218_presentation.ADA.pdf
Attachment "G" Stewardship	Backup		
District Information	Material	10/6/2025	Attachment_G_Stewardship_District_Information.ADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	10/6/2025 - 9:22 AM	Item Pushed to Agenda



BOARD OF COUNTY COMMISSIONERS MEETING MINUTES

September 23, 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 US Navy Petty Officer First Class Kiel Barnott led the Pledge of Allegiance.

Chairman Betsy Condon said Petty Officer Kiel Barnott honorably served in the United States Navy for 22 years and retired in July. Throughout his career, he was assigned to the USS Cleveland in Mayport, the USS Germantown in Japan, and the USS Paul Hamilton in Pearl Harbor. Petty Officer Barnott is a decorated Veteran, honored with awards including the Navy and Marine Corps Commendation and Achievement Medals, the Global War on Terrorism Expeditionary and Service Medals, and the Good Conduct Medal. He also holds Expert Marksmanship qualifications in both rifle and pistol, and has earned warfare designations as both an Expeditionary Warfare and Surface Warfare specialist. Military service runs deep in his family, following in the footsteps of his father, grandfather, and great-grandfather; he joined the Navy to be part of something greater than himself. Now a Middleburg resident, Petty Officer Barnott continues to serve his community as the Citizens Information and Services Manager for the Clay County Board of County Commissioners and also gives back as a volunteer coach with the Clay County Soccer Club.

Petty Officer Barnott thanked the Board for the invitation to lead the Pledge of Allegiance.

CALL TO ORDER

Chairman Betsy Condon called the meeting to order at 4:06 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 2 Alexandra Compere
Commissioner District 3 Jim Renninger

Absent: None

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 - O'Reilly (cat) - Shirley (dog) - Blanche (cat) - Lavern (cat). Tabasco (cat) is also pictured and is currently looking for a foster home. If you are interested in adopting a pet, contact clayadoptions@claycountygov.com or call (904) 269-6342. Ms. Capo mentioned that Clay County Animal Services still needs foster parents for dogs, cats, and kittens; please consider opening your home temporarily. If you are interested, please contact 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.

SPECIAL STAFF RECOGNITION

"Commissioner For A Day" Students

Recognition of Students can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 9:47 and ending at 14:05. Below is a summary of the discussion.

Commissioner John Sgromolo spoke about the day spent with the students selected to be "Commissioner for a Day", visiting the Clay County Clerk of Court and Comptroller - Tara S. Green, Circuit Judge - Steven Whittington, Sheriff Michelle Cook, and staff at CCSO, Fire Station 20, EOC, the Animal Shelter, and holding a mock budget workshop. Each student introduced themselves and mentioned something they learned throughout the day.

Commissioners for a Day:

- Khloe Burke - Clay High School
- Kenly Chitty - Keystone Heights High School
- McKinzy Alexander - Middleburg High School
- Raeghan Cobb - St. Johns Country Day
- Savannah Holsey - Fleming Island High School

PROCLAMATIONS/RESOLUTIONS

1. National Recovery Month (September 2025)

Item One (1) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 14:06 and ending at 22:02. Below is a summary of the discussion and vote for this agenda item.

Chairman Betsy Condon said September is recognized as Recovery Month, a time to honor and support the millions of Americans who have faced addiction and are now on their journey to recovery. We have several guests here today with the Florida Department of Health in Clay County - Clay Behavioral Health Center and our Clay County Community Paramedicine Program to help us mark the occasion with a Proclamation.

Present for the Proclamation:

- **Community Paramedicine Program:**
 - Bureau Chief Jairo Herrera
 - Lieutenant Aaron Outman
 - Morgan Pinchin - Naloxone Coordinator
 - Aymie Hellard - Case Manager
- **Clay Behavioral Health Center:**
 - Irene Toto - CEO
 - Debra Troupe - Clinical Manager - Substance Abuse Disorder
 - Stephen Mabey - Peer Support Specialist
 - Jackie Drury - Peer Support Specialist
 - Kelly Gibson - Peer Support Specialist
 - Brian Boyle - Peer Support Specialist
 - Rochanda Jones - Peer Support Specialist
 - Shannan Ward - Peer Support Specialist
 - Ciara Reffitt - Peer Support Specialist
- **Florida Department of Health - Clay County:**
 - Heather Huffman - Health Officer
 - Nikayla Bagmon - Opioid Prevention Coordinator

Vice-Chairman Kristen Burke read the Proclamation for National Recovery Month.

Commissioner John Sgromolo made a motion for approval of the Proclamation, seconded by Commissioner Jim Renninger, which carried 5-0.

Chief Herrera thanked the Board, County Staff, and CCFR for their support, as well as various entities for their partnerships, and spoke about the importance of the Proclamation in bringing awareness to the community.

Ms. Toto also spoke about the importance of the Proclamation and thanked the Board for raising awareness in the community. Ms. Toto also expressed her gratitude to the Peer Specialist.

Chief Herrera also mentioned that an event would be held at Spring Park on Saturday,

September 27, 2025, from 10:00 am to 2:00 pm, in honor of National Recovery and Remembrance Month.

2. National Fire Prevention Week (October 5-11, 2025)

Item Two (2) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 22:09 and ending at 28:03. Below is a summary of the discussion and vote for this agenda item.

Chairman Betsy Condon said National Fire Prevention Week will be observed October 5, through October 11, 2025, to raise awareness about fire safety and highlight the critical importance of preventing fires in our homes and communities. Today -- we're joined by our Clay County Fire Rescue Chiefs to help raise community awareness through this important Proclamation.

Present for the Proclamation:

- Chief Anthony Roseberry - Clay County Fire Marshal
- Lieutenant Michael Boike - CCFR
- Sandra Boike - Plans Examiner - Public Safety

Commissioner Alexandra Compere read the Proclamation for National Fire Prevention Week - October 5-11, 2025.

Commissioner Jim Renninger made a motion for approval of the Proclamation, seconded by Commissioner John Sgromolo, which carried 5-0.

Chief Roseberry mentioned lithium-ion batteries and the importance of disposing them correctly and thanked the Board for the Proclamation. If you have any questions please contact the Clay County Fire Prevention Division.

Commissioner Renninger mentioned one of the symptoms of battery failure is heat and spoke about the experience of visiting the 9/11 Memorial in New York City.

3. Orange Park Mall - 50 years of serving Clay County

Item Three (3) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 28:04 and ending at 32:56. Below is a summary of the discussion and vote for this agenda item.

Chairman Betsy Condon said we have a Proclamation today recognizing the 50th Anniversary of the Orange Park Mall! On September 24, 2025, at 10:30 am., the Mall and Clay County Chamber of Commerce will hold a ceremonial ribbon-cutting ceremony in Center Court to celebrate 50 years of serving Clay County.

Present for the Proclamation:

- Orange Park Mall:
 - Randy Bowman - General Manager
- Second Horizon Capital:
 - Howard Levine - Managing Partner and Co-Founder
 - Michael Huesser - Vice-President of Asset Management
 - Kelsey Overby - Vice-President of Impact
 - Camilo Varela - Managing Partner and Co-Founder

Commissioner Jim Renninger read the Proclamation for the 50th Anniversary of the Orange Park Mall.

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

Mr. Bowman thanked the Commission for the Proclamation and expressed his gratitude to the new ownership. There will be a celebration on Wednesday, September 24, 2025, at 10:30 am at the mall, center court.

Mr. Levine thanked the Board for recognizing the mall and the Proclamation, and expressed his gratitude for the warm welcome.

DECLARATIONS

4. National 4-H Week (October 5-11, 2025)

Chairman Betsy Condon said National 4-H Week will be recognized from October 5 to 11, 2025, celebrating the nation's largest youth development organization. In Clay County, 4-H is offered through a partnership between UF/IFAS Extension and the Board of County Commissioners, providing hands-on learning in health science, agriculture, and citizenship. Each year, the program serves over 10,000 local youth, helping them grow into confident and compassionate leaders. Chairman Condon encouraged everyone to read the Declaration attached to today's agenda to learn more about 4-H in Clay County.

PRESENTATIONS

Small Business Development Center (C. Stewart/K. Henry)

Small Business Development Center can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 34:26 and ending at 49:43. Below is a summary of the discussion.

Chereese Stewart, Assistant County Manager, introduced Mr. Chris Evangelista, Senior Small Business Consultant, who provided a PowerPoint presentation detailing and providing information regarding the SBDC. See Attachment B.

There were questions and discussions regarding the location of the office, how

businesses are addressing inflationary issues, women-owned businesses in Clay County, and business inquiries seeking advice.

CONSTITUTIONAL OFFICERS

Constitutional Comments can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 49:47 and ending at 51:26. Below is a summary of the discussion.

Chairman Betsy Condon recognized CCSO - Sheriff Michelle Cook, Undersheriff Ron Lendvay, and CCSO staff - Clerk of Court, and Comptroller - Tara S. Green, and thanked them for their attendance.

Tara S. Green, Clerk of Court and Comptroller, addressed the Board to provide an update on petitions filed with the Value Adjustment Board. To date, 2,116 petitions have been filed, with 1,939 being "bulk file" submissions by a single petitioner.

APPROVAL OF MINUTES

5. Board of County Commissioners Meeting Minutes September 9, 2025.
6. Board of County Commissioners Special Meeting Minutes September 15, 2025.

Commissioner Jim Renninger made a motion for approval of the September 9, 2025, BoCC Meeting minutes and September 15, 2025, BoCC Special Meeting minutes, seconded by Commissioner John Sgromolo, Chairman Condon highlighted the reason for the Special meeting. The motion carried 5-0.

PUBLIC COMMENTS

Public Comment can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 53:03 and ending at 10:08:32. Below is a summary of the discussion.

Chairman Betsy Condon opened the floor for public comment at 4:53 pm.

Teresa Sanday, a Clay County resident, addressed the Board to express her concerns regarding how government functions.

Matthew Wells, 4475 County Road 218, Middleburg, Florida, addressed the Board to express his concerns and support for the widening/median break change on County Road 218.

Jason Cannon, 2871 Creek Street, Middleburg, Florida, addressed the Board to express his concerns and support for the widening/median break change on CR218.

Jennifer Waldron, 4213 County Road 218, Middleburg, Florida, and a business owner, addressed the Board to express concerns regarding the widening/median break change of CR218.

Robert Waldron, 4213 County Road 218, Middleburg, Florida, and a business owner, addressed the Board to express concerns regarding the widening/median break change of CR218.

John Oibe, 4283 County Road 218, Middleburg, Florida, addressed the Board to express his concerns and support for the widening/median break change of CR218.

Hearing no other comments, Chairman Betsy Condon closed the public comment at 5:09 pm.

CONSENT AGENDA

7. Finance Business

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

8. TDC Business (T. Meyer)

TDC unanimously (8-0 vote) recommends Moosehaven 15th Annual Chili Cook-off & Car Show - \$5,000 Event Marketing Grant.

TDC unanimously (8-0 vote) recommends The NIGHTMARE Tournament | Youth Flag Football Tournament - \$12,500 Event Marketing Grant.

TDC unanimously (8-0 vote) recommends 2025 Florida Georgia Classic - \$25,000 Event Marketing Grant.

9. Bid No. 24/25-119, Traffic Signal Maintenance, Repair and Construction Continuous Services (K. Smith)

Approval to post Notice of Intent to Award Bid No. 24/25-119, Traffic Signal Maintenance, Repair and Construction Continuous Services to James D. Hinson Electrical Contracting Company, LLC, Chinchor Electric, Inc., and Traffic Control Devices, LLC at the unit costs received. Services will be requested on an as needed basis. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source:

Transportation Trust Fund - Traffic Division - Machinery and Equipment Capitalized

10. Agreements for Continuing General Engineering Consulting Services for Construction Engineering Inspection Services (K. Smith)
Approval of Agreements for Continuing General Engineering Consulting Services for Construction Engineering Inspection Services. Agreements include hourly rates that will be utilized when selecting the qualified firm and negotiating the Work Order for individual projects.
A. VIA Consulting Services
B. Eisman & Russo, Inc.
C. KCI Technologies, Inc.
D. England, Thims, & Miller, Inc.
E. Construction & Engineering Services
F. GAI Consultants
G. CDM Smith, Inc.
H. DRMP, Inc.
Funding Source:
Various
11. Agreement with E. Vaughan Rivers, Inc. for Construction Manager at Risk for the Oakleaf Library (K. Smith)
Approval of the Agreement with E. Vaughan Rivers, Inc. for Construction Manager at Risk (CMAR) for Phase 1 Preconstruction Services of the Oakleaf Library in the amount of \$60,000.
Funding:
Capital Improvement Plan (CIP) Projects Fund - Non-Capital Improvement - Buildings
12. Resolution and Lease Agreement with Doing What We Dream, Inc. (C. Risinger)
A) Approval of a Resolution to lease county-owned property to Doing What We Dream, Inc., a not-for-profit corporation, pursuant to Florida Statutes Section 125.38.
B) Approval of Lease Agreement with Doing What We Dream, Inc. to lease two buildings located at 3229 Bear Run Boulevard, Orange Park, Florida 32065, for an initial five-year term with an option to renew. The monthly rental rate from April 1, 2026 - Sept. 30, 2026 shall be \$4,000.00. Thereafter the monthly rate will increase to \$5,000.00.
13. Second Renewal to Agreement No. 2022/2023-253 for Staff Certifications and Training Software with Target Solutions Learning, LLC dba Vector Solutions (D. Hane/T. Salazar)
A) Approval of the Second Renewal to Agreement No. 2022/2023-253 for Staff Certifications and Training Software with Target Solutions Learning, LLC dba Vector Solutions in the amount of \$54,363.10 for the

term beginning on 10/1/2025 through 9/30/2026.

B) Approval of advanced payment for the annual maintenance and user fees.

Funding Source:

General Fund - MIS - Software Subscription/Repairs & Maintenance

14. Second Modification to HMGP Grant Agreement with the Florida Division of Emergency Management Re: Indigo Branch, Erosion Control Phase1 (M. Covey)

Approval of the Second Modification to Federally Funded HMGP Subaward and Grant Agreement No. 2022/2023-255 (FDEM Agreement No.: H0971) with the Florida Division of Emergency Management Re: Indigo Branch, Erosion Control Phase1 reinstating and extending the agreement through September 30, 2025.

Funding Source:

Capital Improvement Plan (CIP) Projects Fund-All Grants Organization-FEMA Hazard Mitigation – Indigo Branch Drainage Design-Indigo Branch Drainage - Design-Infrastructure Expense

15. First Modification to FY 2023 Homeland Security Grant Program (HSGP) Agreement (M. Covey)

Approval of the First Modification to FY 2023 Homeland Security Grant Program (HSGP) Agreement No. 2023/2024-118 (R0885) with the State of Florida, Division of Emergency Management regarding Fire Hazmat Sustainment extending the agreement through June 30, 2026.

Funding Source (Revenue):

General Fund / All Grants Organization / FY2023 Homeland Security Grant Program / 2023-24 HSGP / Machinery and Equipment - Capitalized

16. FY 2025/2026 Schedule of Fees and Services (D. Sileo)

Approval of Resolution No. 2024/2025-49 AM1 to update the FY 2025/2026 Schedule of Fees and Services for Parks and Recreation Administration.

17. Public Emergency Medical Transportation (PEMT) Letter of Agreement with the State of Florida, Agency for Health Care Administration for State FY 2025-2026 (D. Sileo)

Approval of the Public Emergency Medical Transportation Letter of Agreement with the State of Florida Agency for Health Care Administration, regarding the remittance of Intergovernmental Transfers (IGTs) funds in an amount not to exceed \$736,391.32.

Funding Source:

General Fund - Ambulance Billing Department - Public Emergency
Medical Transportation - Managed Care Organization - Inter-
Governmental Transfer

18. First Amendment to Public Emergency Medical Transportation Letter of Agreement with the State of Florida, Agency for Health Care Administration for State FY 24/25 (D. Sileo)
Approval of the First Amendment to Agreement No. 2023/2024-279, Public Emergency Medical Transportation Letter of Agreement with the State of Florida, Agency for Health Care Administration for State FY 24/25 extending the expiration date through September 30, 2026.
Funding Source:
General Fund - Ambulance Billing Department - Public Emergency
Medical Transportation - Managed Care Organization - Inter-
Governmental Transfer
19. Renewal Binder for the Florida Firefighter Cancer & Death Benefit Policy with United Badges Insurance Services (J. Leighton)
A) Approval of the Renewal Binder for the Florida Firefighter Cancer & Death Benefit Policy with United Badges Insurance Services.
B) Approval to pay annual premiums in advance of this and future renewals.
Funding Source:
General Fund-Benefits-Insurance
20. County Insurance Premium for Property and Casualty Renewal (B. DiMaio)
Approval of Property and Casualty Insurance Coverage
Recommendations from the County's Agent of Record.
21. Funding Agreement between Clay County and Jacksonville Transportation Authority (JTA) for Fiscal Years 2025-2028 (T. Nagle)
Approval of Funding Agreement with Jacksonville Transportation Authority (JTA) for FY25/26, FY26/27, and FY27/28 in an amount not to exceed \$4,071,861.50. Funding is pending approval based on the respective fiscal year budget.
Funding Sources:
General Fund - Jacksonville Transp Auth/Motor Veh Svc - Repairs & Maintenance
General Fund - Jacksonville Transp Auth/Motor Veh Svc -Repairs & Maintenance Vehicles
General Fund - Jacksonville Transp Auth/Motor Veh Svc -Other Contractual Services

General Fund - Jacksonville Transp Auth/Motor Veh Svc -Transport
General Fund - Jacksonville Transp Auth/Motor Veh Svc-Transportation
TD
General Fund - Jacksonville Transp Auth/Motor Veh Svc - Transportation
5311

22. Engagement Letter Agreement with Allen Norton & Blue for Legal Representation in Labor and Employment Matters for FY 2025-2026 (C. Grimm)

Approval of the Engagement Letter Agreement with Allen Norton & Blue to provide Legal Representation in Labor and Employment Matters for the term of October 1, 2025 through September 30, 2026, pending FY25/26 Budget approval.

Funding Source:

General Fund - County Attorney - Legal

23. Approval of Memorandum of Understanding between Clay County and the Norfolk Southern Police Department, Jacksonville Field Office regarding usage of Clay County Gun Range (C. Grimm)

Consent Agenda can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 2:06:38 and ending at 2:19:32. Below is a summary of the discussion and vote for this agenda item.

Commissioner Jim Renninger requested that item 20 be pulled for discussion.

Commissioner Alexandra Compere made a motion for approval of the Consent Agenda except item 20, seconded by Commissioner John Sgromolo, which carried 5-0.

Commissioner Jim Renninger expressed his concerns regarding item 20 - County Insurance Premium for Property and Casualty renewal.

There were comments, questions, and discussions regarding the differences in premiums, partnership with Brown and Brown, quotes, and the length of the contract with Brown and Brown.

Commissioner Jim Renninger made a motion for approval, seconded by Commissioner John Sgromolo, with follow-up discussion.

Molly Grande from Brown and Brown addressed the Board to provide more details and information on the quotes, premiums, and partnership with the county.

Further questions, discussions, and clarifying comments were raised regarding the provided quotes, the timeline/deadline for providing information to the Board, and the analysis of the omitted parcels.

Following all discussions, the motion carried 5-0.

DISCUSSION/UPDATES

24. CR218 Median Break Change (E. Dendor/R. Smith)

Item Twenty-Four (24) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 2:19:34 and ending at 3:21:20. Below is a summary of the discussion.

Ed Dendor, Bonded Transportation Program Manager, Richard Smith, Director of Engineering, and Josh Maddox, WGI Project Manager, presented a PowerPoint presentation to provide details and information regarding the median break at CR 218. See Attachment F.

There were comments, questions, and discussions regarding the consideration of option D, access to businesses, design-build, volume of traffic, safety concerns, making a U-turn in a semi due to the location of the business, the current design for median breaks, community input, contract timeline, costs, implementing a new design, and how to proceed.

Following all discussions, staff will review Option D and bring the information back to the Board.

NEW BUSINESS

25. Approval of Resolution of No Objection to Feed Mill Stewardship District and Finding of Support and Letter of Support for Feed Mill Stewardship District Local Bill (C. Grimm)

Item Twenty-Five (25) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 3:21:26 and ending at 4:24:52. Below is a summary of the discussion and vote for this agenda item.

Courtney Grimm, County Attorney, addressed the Board to provide details and information regarding the request for approval of the Resolution for Feed Mill Stewardship District and Letter of Support, as noted above, as well as for item 34, Letter of Support for Shadowlawn Stewardship District.

Chairman Betsy Condon left the meeting at 7:23 and returned at 7:25 pm.

Vice-Chairman Kristen Burke noted that she had spoken with Senator Bradley regarding some concerns. Vice-Chairman Burke provided a letter to the Commission for reference during the discussion, which was sent to Senator Bradley, addressing those concerns

and explaining the reasons for supporting the stewardship districts over a CDD. See Attachment G.

Taking the Chair's privilege, Chairman Betsy Condon opened the floor to allow public comment for Helana Cormier, 2839 Woodbridge Crossing Court, Green Cove Springs, Florida, who addressed the Board to express her concerns and opposition regarding Stewardship Districts.

Wesley Haber, a Partner with Kutak Rock, addressed the Board to provide details and information for the stewardship district and address concerns raised during public comment.

There were comments, questions, and discussions, regarding the letter of non-objection vs the letter of support, stewardship district vs. CDDs, control by the developer, process and creation of the district, development of roads and landscape enhancements, the reputation of Reinhold Corporation, fees/costs, responsibility for maintenance of roads in the community, Feed Mill vs. Shadowlawn Stewardship, consistency, reasons to support the stewardship districts, clarification of concerns, community/resident input, bond financing, fees incurred by residents, landowner concerns, infrastructure, CDD Board - meetings and control, developer responsibilities, and the Reinhold Corporation vision and intent for the county.

Vice-Chairman Kristen Burke made a motion for approval of the Resolution of No-Objection for Feed Mill Stewardship District, seconded by Commissioner John Sgromolo, which carried 5-0.

Vice-Chairman Kristen Burke made a motion for approval of the Letter of Support for Feed Mill Stewardship District, seconded by Commissioner Jim Renninger. There was discussion regarding the requirement/reason for a letter of support and concerns regarding CDDs and Stewardship Districts. The motion carried 3-2, with Vice-Chairman Betsy Condon and Commissioner Alexandra Compere in opposition.

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

26. Public Hearing on AmeriPro EMS of Florida, LLC's Application for Renewal of a Certificate of Public Convenience and Necessity for Ambulance Service (L. Mock)

Item Twenty-Six (26) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 1:08:33 and ending at 1:11:52. Below is a summary of the discussion and vote for this agenda item.

Chief Lorin Mock, Deputy County Manager, addressed the Board to provide the details and information for the public hearing to consider the AmeriPro EMS application for renewal as mentioned above. The information discussed is attached to the agenda.

Action required by the Board: The Board is charged, based upon competent,

substantial evidence presented at the public hearing, as well as consideration of all of the factors and information provided in the application, as required by Section 7.3-5 of the Ordinance, with finding whether the residents of the County would best be served by granting or denying this application. The Board, therefore, shall recommend one of the following:

- a certificate is necessary to protect the health, safety, and welfare of the citizens of the County, and it shall be issued, or;
- a certificate is not necessary to protect the health, safety, and welfare of the citizens of the County, and the request for a certificate should be denied.

Chairman Betsy Condon opened the floor for the public hearing at 5:11 pm.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 5:12 pm.

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

27. 5:05 p.m. or as soon thereafter as can be heard - Second and Final
Public Hearing - Adoption of Final Millage and Budget for FY 2025/2026

Item Twenty-Seven (27) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 1:11:54 and ending at 1:18:32. Below is a summary of the discussion and vote for this agenda item.

Chairman Betsy Condon opened the public hearing for the second and final public hearing on the adoption of the final millage and budget for FY 2025/2026 at 5:12 pm.

Howard Wanamaker, County Manager, addressed the Board to provide an overview and details for the second and final public hearing to define the TRIM process, the adoption of the final millage rate, and the budget for FY25/26. The Board of County Commissioners must approve two Resolutions:

1. Resolution adopting the final millage rates for Fiscal Year 2025-2026 for Clay County Board of County Commissioners.
2. Resolution adopting the final budget for the Clay County Board of County Commissioners and the Lake Asbury MSBD for Fiscal Year 2025-2026.

With the public hearing open, Chairman Betsy Condon opened the floor for public comment.

Chairman Condon noted that if you have questions regarding your property value, you should contact the Clay County Property Appraiser's Office. Additionally, for clarification, this does not constitute an increase in property tax millage rates, with the exception of the Land Conservation Program approved by voters last November.

There were no public comments.

With no further discussions, Commissioner Alexandra Compere made a motion for approval of item 1, seconded by Commissioner Jim Renninger.

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

FY 2025/2026 Final Millage:

- Commissioner John Sgromolo - Yes
- Vice-Chairman Kristen Burke - Yes
- Chairman Betsy Condon - Yes
- Commissioner Alexandra Compere - Yes
- Commissioner Jim Renninger - Yes

Commissioner John Sgromolo made a motion for approval of item 2, seconded by Commissioner Jim Renninger.

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

FY 2025/2026 Budget:

- Commissioner John Sgromolo - Yes
- Vice-Chairman Kristen Burke - Yes
- Chairman Betsy Condon - Yes
- Commissioner Alexandra Compere - Yes
- Commissioner Jim Renninger - Yes

Chairman Betsy Condon closed the public hearing at 5:18 pm.

28. Public Hearing to consider a Petition to Dissolve The District at Oakleaf CDD and adoption of an Ordinance for the same (C. Grimm)

Item Twenty-Eight (28) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 1:18:33 and ending at 1:22:02. Below is a summary of the discussion and vote for this agenda item.

Courtney Grimm, County Attorney, introduced the applicant for the petition regarding the dissolution of the CDD at The District of Oakleaf as noted above.

Roy Van Wyk, with Kilinski Van Wyk, addressed the Board to provide details and information for the requested dissolution.

There were questions and discussions regarding county expenditures incurred by the dissolution and homeowners; however, there are currently none, and the number of units proposed is roughly 700.

Chairman Betsy Condon opened the floor for the public hearing at 5:22 pm.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 5:22 pm.

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

29. Final Public Hearing to consider adoption of COMP 25-0004 (District 5, Comm Burke) (D. Selig)

This application is a FLUM amendment to change a portion of one parcel (0.60 acres) from Branran Field Primary Conservation Network (BF-PCN) to Branran Field Master Planned Community (BF-MPC).

Item Twenty-Nine (29) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 1:22:03 and ending at 1:29:55. Below is a summary of the discussion and vote for this agenda item.

Dodie Selig, Chief Planner, presented a PowerPoint presentation to provide details and information regarding COMP-25-0004, as indicated above. See Attachment C.

Chairman Betsy Condon opened the floor for the public hearing at 5:26 pm.

Hearing no further comments, Chairman Betsy Condon closed the public hearing floor at 5:26 pm.

There were questions and discussions regarding the possibility of constructing more than one home, code restrictions or development precautions, and clarifying comments regarding PCN zoning.

Vice-Chairman Kristen Burke made a motion for approval, seconded by Commissioner Alexandra Compere, which carried 4-1, with Chairman Betsy Condon in opposition.

30. Public Hearing to consider COMP 25-0012 and PUD 25-0005 (District 4, Comm Condon) (J. Bryla)

The Planning Commission has continued this item to their October 7th meeting. The Applicant requests continuation until the October 28th hearing.

A. COMP 25-0012

This application is a FLUM Amendment to change 16.34+/- acres from Rural Residential (RR) to Urban Fringe (UF)

B. PUD 25-0005

This application is a Rezoning to change from Agricultural Residential (AR) to Planned Unit Development (PUD).

Item Thirty (30) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 1:22:03 and ending at 1:29:55. Below is a summary of the discussion and vote for this agenda item.

and-video-archive/BCC Agenda/September 23, 2025, beginning at 1:29:56 and ending at 1:32:56. Below is a summary of the discussion and vote for this agenda item.

All those wishing to speak on items 30, 31, and 32 were sworn in.

Chairman Betsy Condon noted that item 30, a Public hearing for COMP-25-0012 and PUD-25-0005, was continued by the Planning Commission and is being requested for continuance until the October 28, 2025, Board of Commissioners meeting.

Chairman Betsy Condon opened the floor for the public hearing at 5:31 pm.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 5:31 pm.

Commissioner Alexandra Compere made a motion for the approval of the continuance, seconded by Commissioner Jim Renninger. There were comments regarding the date and attendance. Following the discussion, the motion was amended to continue until the November 10, 2025, Board of Commissioners meeting. The motion carried 5-0.

31. Final Public Hearing to consider ZON 25-0025. (District 1, Comm. Sgromolo) (J. Bryla)

This application is a request to Rezone a single parcel of land from Agricultural Residential District (AR) to Private Services (PS-3).

Item Thirty-One (31) can be seen at www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025, beginning at 1:32:58 and ending at 1:42:33. Below is a summary of the discussion and vote for this agenda item.

Jenni Bryla, Zoning Chief, presented a PowerPoint presentation to provide details and information for the public hearing to consider ZON-25-0025, as indicated above. See Attachment D.

Robert White, Taylor and White, Agent for Applicant, addressed the Board to provide more details and information for the requested change.

There were comments, questions, and discussions regarding the occupant of the center - local cardiologist, the applicant's willingness to adjust the uses, the initial plan for the area, and the balance between commercial and residential uses.

Chairman Betsy Condon opened the floor for the public hearing at 5:40 pm.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 5:40 pm.

An ex parte communication was disclosed, along with comments regarding revisions to the ordinance for the advertisement and clarification of permitted uses.

Commissioner John Sgromolo made a motion for approval of ZON-25-0025, seconded

by Commissioner Alexandra Compere, which carried 5-0.

32. Public Hearing to consider ZON 25-0019. (District 4, Comm. Condon)
(J. Bryla)

This application is a Rezoning of 5+/- acres to change from Commercial and professional Office District (BA-2) to Specialty Business District (BB-3)

The Board will also need to consider the Type III Development Agreement Between Smart Land Holdings, LLC and Clay County, Florida, as a component of this zoning request.

Item Thirty-Two (32) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 1:42:34 and ending at 2:03:55. Below is a summary of the discussion and vote for this agenda item.

Jenni Bryla, Zoning Chief, presented a PowerPoint presentation for the public hearing to consider ZON-25-0019, as indicated above. See Attachment E.

Sarah Smart, Business Owner and Applicant, 5401 County Road 218. Middleburg, Florida, addressed the Board to provide more details and information for the requested change and answer questions from the Board.

There were questions, clarifications, and discussions regarding the operation of the business, surrounding uses - residential vs. commercial, storage for the tires, length of time for tires on the property before disposal, how tires are moved, location of the tire storage and buffering, landscape code, Clay Hill overlay, clarification of spot zoning, uses allowed in BB3 vs BA2 and BB and surrounding businesses.

Chairman Betsy Condon opened the floor for the public hearing at 5:59 pm.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 5:59 pm.

Following the disclosure of an ex parte communication and clarification and discussions regarding the development agreement, buffering, and revision to conform to the advertisement, Commissioner John Sgromolo made a motion for approval of ZON-25-0019, seconded by Vice-Chairman Kristen Burke, which carried 5-0.

33. Public Hearing for the purpose of considering entry into a Purchase and Sale Agreement for the purchase by the County of real property necessary for the Bonded Transportation Program, more particularly described as a portion of Tax Parcel No. 39-05-26-015113-008-16, and authorization for County Manager to execute all documents necessary to close the acquisition (C. Grimm/E. Dendor)

Item Thirty-Three (33) can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 2:03:57 and ending at 2:05:49. Below is a summary of the discussion and vote for this agenda item.

Ed Dendor, Bonded Transportation Program Manager, addressed the Board to provide details and information for the public hearing to consider entering into a purchase and sale agreement necessary for the BTP and to authorize the County Manager to execute all necessary documents to close the acquisition, as indicated above.

Chairman Betsy Condon opened the floor for the public hearing at 6:05 pm.

Hearing no comments, Chairman Betsy Condon closed the public hearing at 6:05 pm.

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

LETTERS FOR ACTION

34. Letter of Support for Shadowlawn Stewardship District Local Bill

All discussion for Item Thirty-Four (34) was had during Item Twenty-Four (24). Below is the vote for this agenda item.

Vice-Chairman Kristen Burke made a motion for approval of the Letter of Support for the Shadowlawn Stewardship District, seconded by Commissioner Jim Renninger, which carried 3-2, with Chairman Betsy Condon and Commissioner Alexandra Compere voting in opposition.

LETTERS OF DOCUMENTATION

35. Tourist Development Council Meeting Minutes September 3, 2025 TDC meeting minutes from September 3, 2025.

36. Bid Opening Tabulation (K Smith)

Bid Opening Tabulation for September 5, 2025:

A. Bid No. 24/25-119, Traffic Signal Maintenance, Repair and
Construction Continuous Services

Chairman Betsy Condon acknowledged Letters of Documentation.

PUBLIC COMMENTS

Public Comment can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 4:25:03 and

ending at 4:31:35. Below is a summary of the discussion.

Chairman Betsy Condon opened the floor for public comment at 8:25 pm.

Helana Cormier, 2839 Woodbridge Crossing Court, Green Cove Springs, Florida, addressed the Board to express her concerns regarding special districts and to express her gratitude for all the Commission does for the community.

Teresa Sanday, a Clay County Resident, addressed the Board to express her concerns with government.

Hearing no other comments, Chairman Betsy Condon closed public comment at 8:32 pm.

COMMISSION AUDITOR

Heather Boucher, Commission Auditor had no comments.

COUNTY ATTORNEY

County Attorney can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 4:31:41 and ending at 4:32:22. Below is a summary of the discussion.

Courtney Grimm, County Attorney, provided an update regarding the Charter Review Commission, the first meeting is set for October 6, 2025.

COUNTY MANAGER

County Manager can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 4:32:23 and ending at 4:33:09. Below is a summary of the discussion.

Howard Wanamaker, County Manager, thanked staff and Reginald Kantor for their hard work on the budget, and noted that this would be Mr. Kantor's last budget season with the county. County Manager Wanamaker also mentioned that staff is tracking the two systems - 93L and 94L and would push out info as they develop.

COMMISSIONERS' COMMENTS

Commissioners can be seen at [www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC Agenda/September 23, 2025](http://www.claycountygov.com/government/clay-county-tv-and-video-archive/BCC%20Agenda/September%2023,%202025), beginning at 4:33:10 and ending at 4:48:38. Below is a summary of the discussion.

Commissioner Jim Renninger noted that he had received a request from a constituent to

publish the salaries of all employees.

There were questions and discussions regarding public record requests.

Commissioner Alexandra Compere expressed her gratitude to Reginald Kantor and staff for their hard work regarding the budget. Commissioner Compere mentioned the renaming of the CAC for Oakleaf, and spoke about the names suggested by the community and requested input from the Board:

Suggested Names:

- Oakleaf-Neighbors CAC
- Oakleaf-Orange CAC
- Oakleaf-Branan CAC
- Friends of Oakleaf CAC
- Oakleaf Bran-Ridge CAC

Following all discussions regarding suggested names for the CAC, the Board reached a consensus on Oakleaf Bran-Ridge CAC.

Commissioner Compere spoke about revisiting the issue of public notice measures and enhancing them to reach the community.

There were comments and discussions regarding how to remedy the issues, as well as examples of how the staff has reached out to the public and how to address the disconnect moving forward.

Vice-Chairman Kristen Burke noted that she would be praying the storms stay away and wished everyone a great week.

Commissioner John Sgromolo mentioned attending the Flags for Heroes event on September 11, 2025, and talked about how humbling the event was and getting back to unity and the America we were in on September 12, 2001. Commissioner Sgromolo spoke about being invited back to Clay High School, along with School Board Representative Erin Skipper, to speak to the Government seniors. Commissioner Sgromolo thanked staff, including Jessica Leighton, Laura Christmas, and Troy Nagle, for their efforts regarding "Commissioner for a Day" and noted that he hopes this will continue.

Chairman Betsy Condon had no comments.

Hearing no further business, Chairman Betsy Condon adjourned the meeting at 8:49 pm.

Attest:

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

Chairman or Vice-Chairman

Acronym Definitions

BCC- Board of County Commissioners
CAC - Citizens Advisory Committee
CCFR – Clay County Fire Rescue
CCSO – Clay County Sheriff’s Office
CDD – Community Development District
CEO – Chief Executive Officer
CR – County Road
EOC – Emergency Operations Center
FLUM – Future Land Use Map
FY – Fiscal Year
ROW – Right of Way
TDC – Tourist Development Council
VAB – Value Adjustment Board
ZON – Rezone

Attachment

“A”

Pet Adoptions



O'Reilly

ANIMAL ID: A0058926989

SEX: Neutered Male

BREED: Domestic shorthair, 5 months old; 5 pounds

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Meet O'Reilly, a handsome grey cat with a love for games and mystery. His favorite pastime? A round of hide-and-seek—you'll catch him peeking around the corner before he dashes off to his next hiding spot. Clever, curious, and playful, he's always ready to keep you entertained.

O'Reilly may start off a little shy, but once he feels safe, his fun-loving personality shines through. He enjoys cozy nooks, gentle affection, and interactive playtime with his people.



claycountygov.com/adopt



Shirley

ANIMAL ID: A0058987158

SEX: Spayed Female

BREED: Mixed breed, 2 years old; 73 pounds
Heartworm Negative

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Meet Shirley—This sweet cuddlebug lives for being close to her people, whether that means snuggling on the couch or tagging along on daily adventures. When it's time for a walk, Shirley isn't one to drag you down the street—she glides by your side, soaking in the sights with a calm, happy stride. Curious and gentle, Shirley loves exploring the world at her own easy pace. She thrives on affection, routine, and being part of the family story.

claycountygov.com/adopt



Blanche

ANIMAL ID: A0059254388

SEX: Spayed Female

BREED: Domestic Shorthair, 3 months; 3 pounds

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Blanche's giving us the *"Why am I here?"* look for a reason. Once an indoor queen, she was recently found outside and has made it clear she prefers a mix of indoor comfort and outdoor adventure. Independent, sassy, and full of personality, Blanche is looking for a home that lets her write her own rules.



claycountygov.com/adopt



Lavern

ANIMAL ID: A0059349225

SEX: Spayed Female

BREED: Anatolian Shepard Mix; 2 years old; 73 pounds
Heartworm Negative

LOCATION: CCAS Main Shelter in Green Cove Springs

ABOUT: Nope, you're not seeing double—this is **Lavern**, the sister of sweet Shirley! These two share more than just good looks; they both have gentle, shy personalities that blossom with kindness and patience. Lavern is a sweetheart who enjoys staying close to her people once she feels comfortable. She walks nicely on a leash and has the most charming little prance that will make you smile every time you see it. With her quiet nature and loving heart, Lavern is ready to find a home where she can feel safe, loved, and adored for the wonderful dog she is.



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 and let's chat!
Don't wait! Your new best friend is just a click away! 🏠 💖

**Pictured: Kittens like Tabasco, are always in need of foster homes. A0059289839 (and siblings), are looking for a foster home where they can grow, receive socialization, and get the care they needs until they are ready for adoption. Could you provide Tabasco and one of her siblings a loving temporary home?*

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

Attachment
“B”
SBDC Presentation

Florida SBDC at UNF

Clay County



Chris Evangelista

**Senior Business Consultant - Clay County
Florida SBDC at UNF**

c.evangelista@unf.edu

904-620-1026

1850 Park Ave. Ste. 2

Orange Park, FL 32073



Small Businesses are the Heart of Our County's Economy

3,857



**Small Businesses
in Clay County**

40%



**of the workforce in Clay
Co. are employed by
small businesses**

Clay County Current FY | Oct. 2024 – Aug. 2025

Economic Impact:



192

Clients Consulted



9

Businesses
Started



25

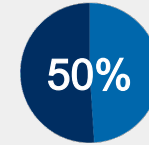
Jobs Created &
Retained



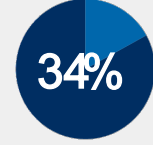
\$4.7 M

Capital Accessed

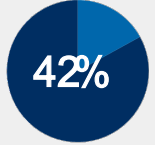
Client Characteristics:



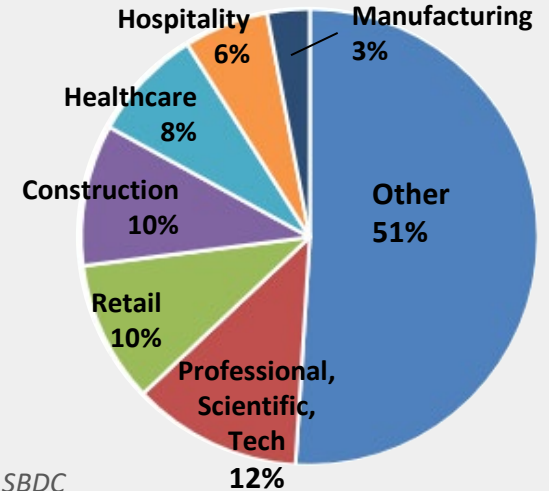
Women



Veterans



Minorities



Directly reported by respondent clients with outcomes resulting from or in part due to assistance from the SBDC

Clay County Engagements

Community Networking & Outreach

- Attended Bi-Monthly *"Finally Friday"* networking events with the Clay Chamber
- Spoke at a Rotary event; participated in the **Rotary Flags for Heroes** event on 9/11.
- Engaged with the **Clay County Adult Advocacy Group**.
- Featured on **Clay Radio**.

Workshops & Training

- Delivered **quarterly classes at the library** and **9 classes across the county** in total.
- Hosted an **SBA/SBDC workshop** at the Fleming Island Library.
- Introduced **AI training**, bringing new technologies and innovation to Clay County businesses.
- Organized the **Clay County Lender Event**.
- Assisted with the **Clay County Procurement Event**.

Stay tuned for 2026 plans!





Get Inspired Bleach Please Salon

A Florida SBDC at UNF Success Story

<https://youtu.be/J7PH371XgWA>

Chris Evangelista Awarded the 2025 Florida SBDC Network Rising Star!



The Florida SBDC State Office established the Rising Star Award to honor one outstanding talent of the network's professionals to celebrate their achievements and contributions. As part of the award, the State Office recognized one individual with less than five years of service with the SBDC who has made a marked difference in their center and community.

Chris was chosen from 9 regions across the state, won because of his work in Clay county!

Attachment
“C”
COMP-25-0004

Small Scale Comprehensive Plan Future Land Use Map Amendment:

COMP 25-0004

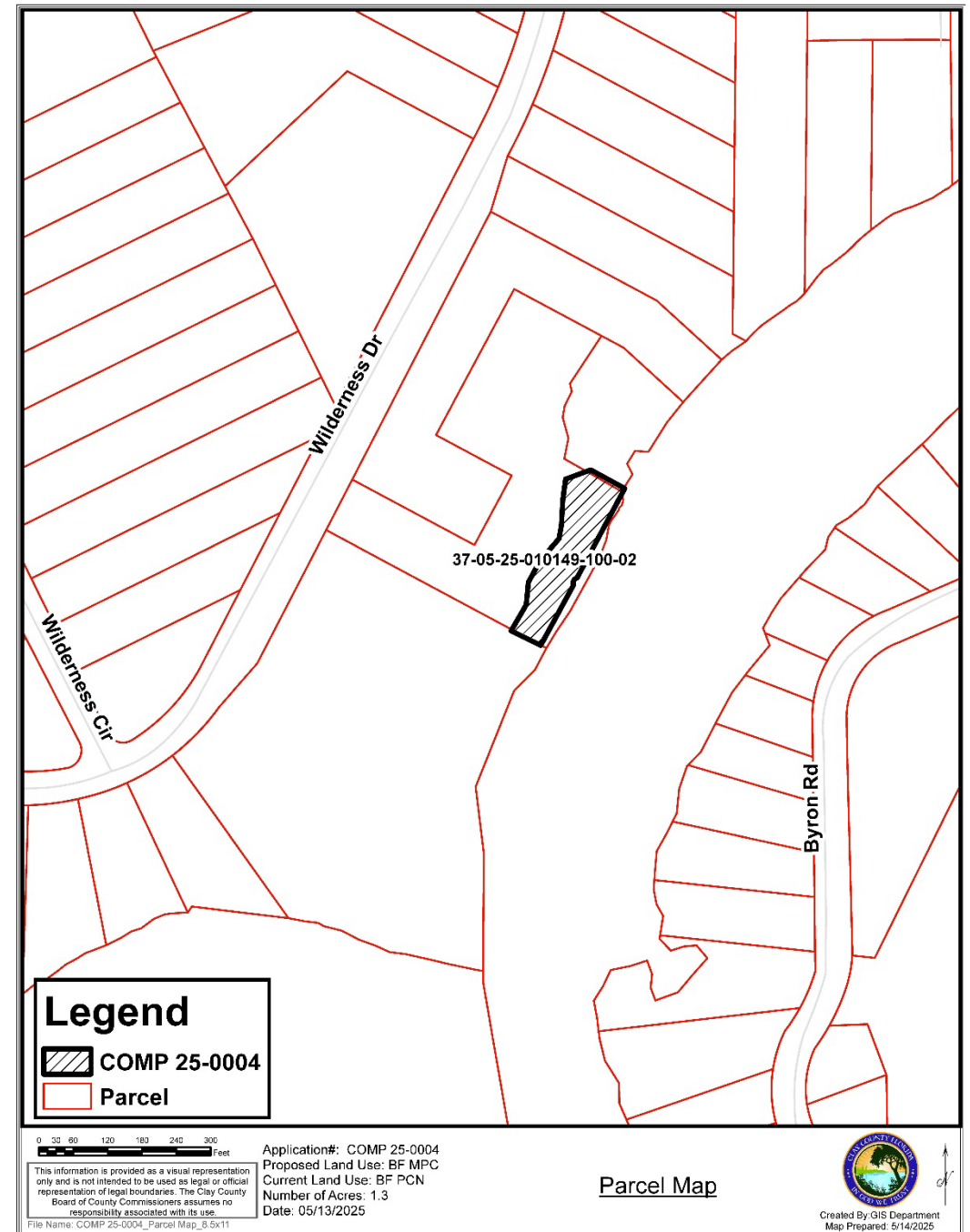
Board of County Commissioners
September 23, 2025

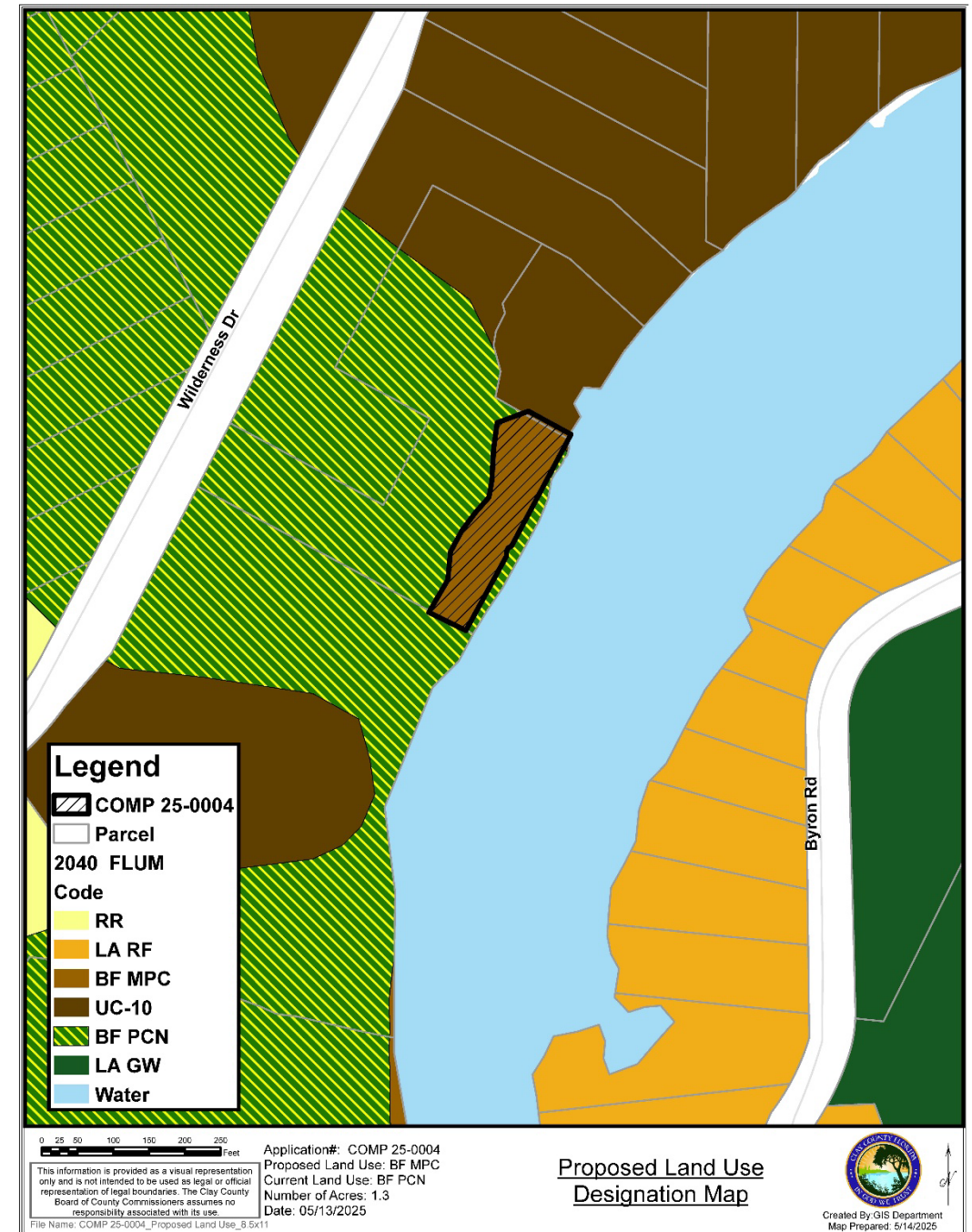
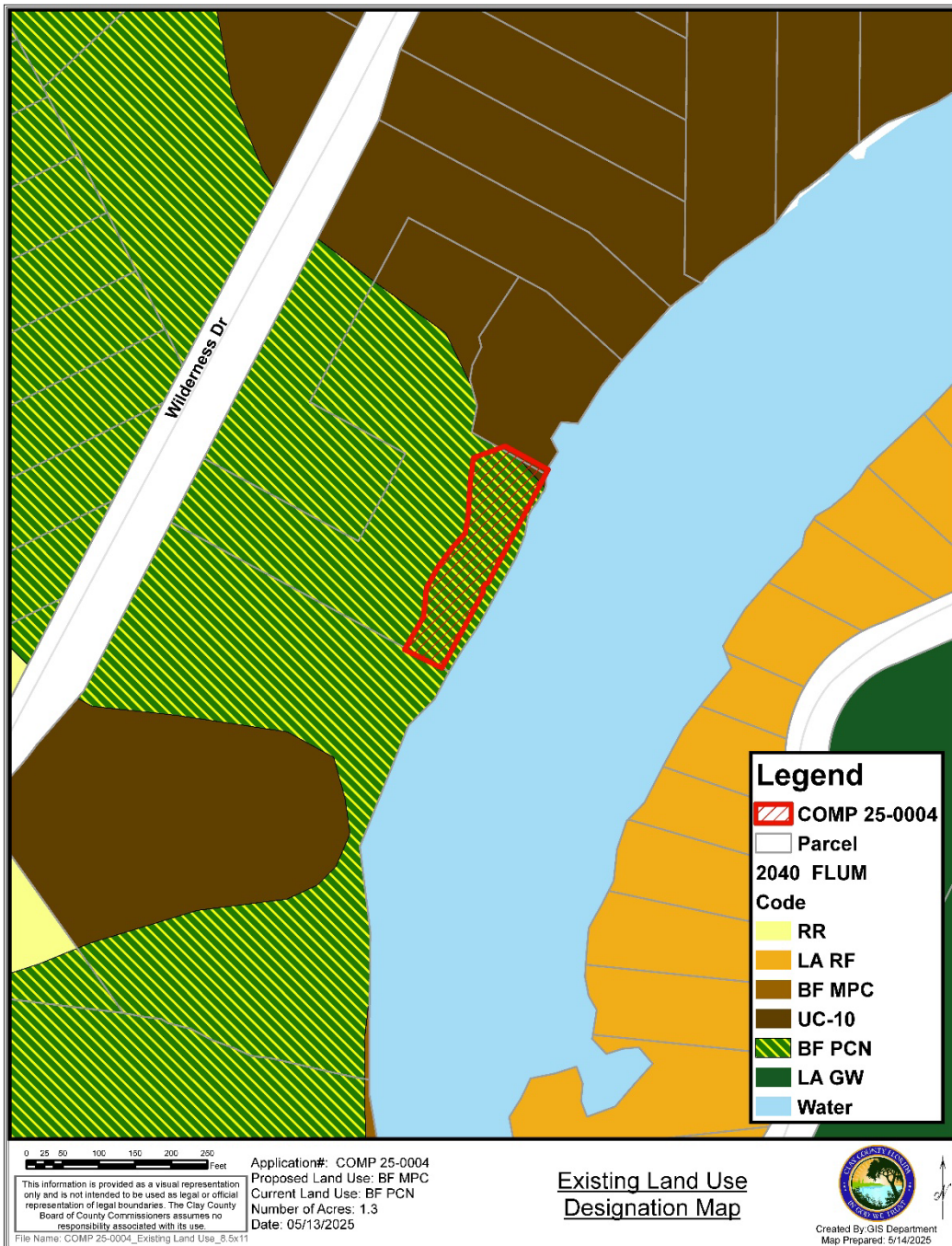


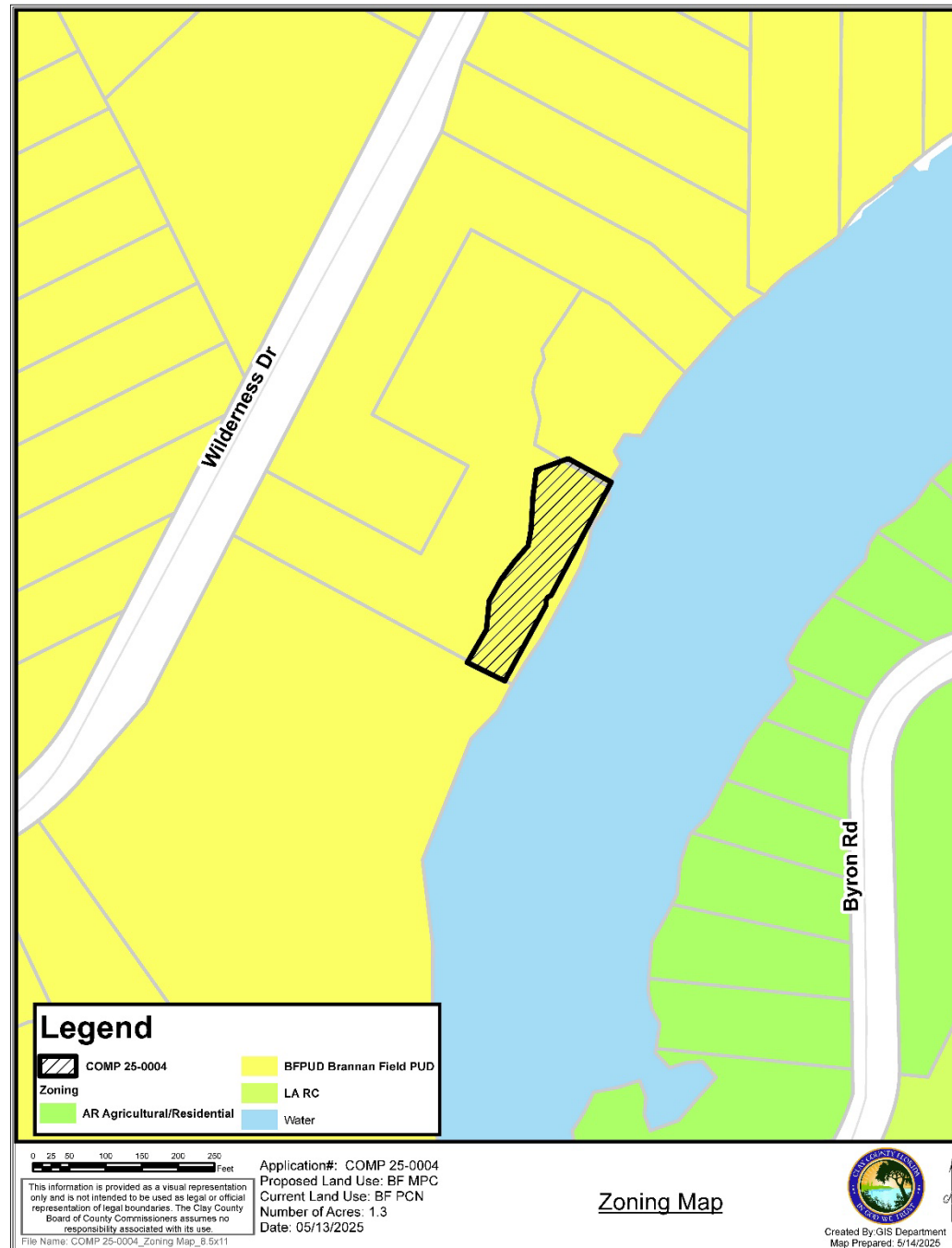
Application Information

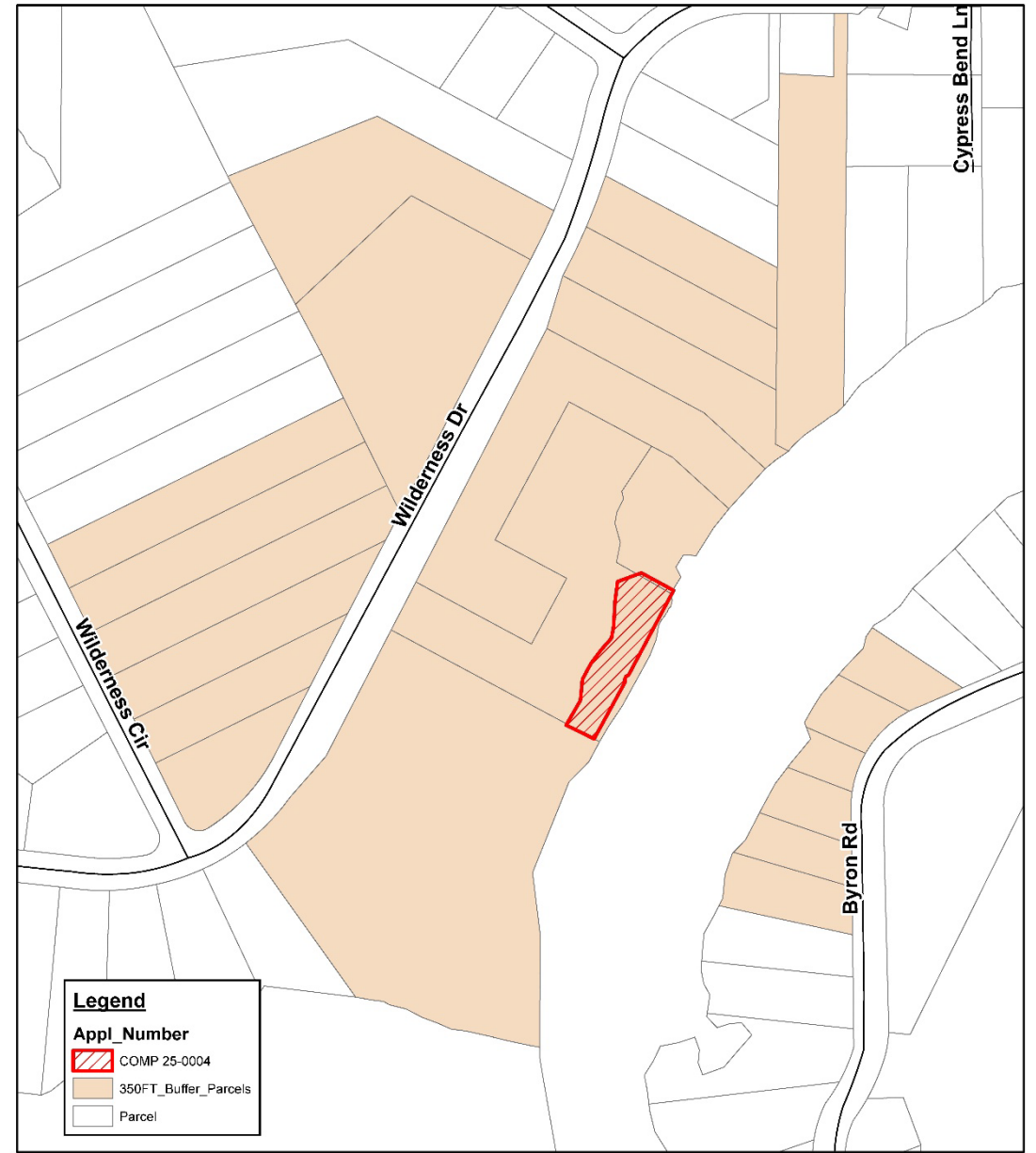
Applicant: Kathleen Leneghan
Location: 3207 Wilderness Drive
Planning District: Doctors Inlet / Ridgewood
Commission District: 5 Commissioner Burke
Parcel: 37-05-25-010149-100-02

- COMP 25-0004 would change the Future Land Use designation of a portion of the parcel (0.60 acres) from Branen Field Primary Conservation Network (BF PCN) to Branen Field Master Planned Community (BF MPC)









350' Parcel Notifications Map
COMP 25-0004



Prior Actions

On September 2, 2025, the Planning Commission voted 5-2 to recommend approval of this item.

Recommendation

COMP 25-0004:

Staff finds that the criteria for the Comprehensive Plan Amendment have been met and recommends approval of COMP 25-0004.

Attachment
“D”
ZON-25-0025

Rezoning Application:

ZON 25-0025

Board of County Commissioners
September 23, 2025



Application Information

Applicant: Hui Tang & Jianwei Wang

Agent: Dharma Malempati, OM Ventures

Location: 1853 County Rd 220, Fleming Island, FL 32003

Planning District: Fleming Island District

Commission District: 4 Commissioner Sgromolo

Parcels: 1 parcels totaling 2.31+/- acres

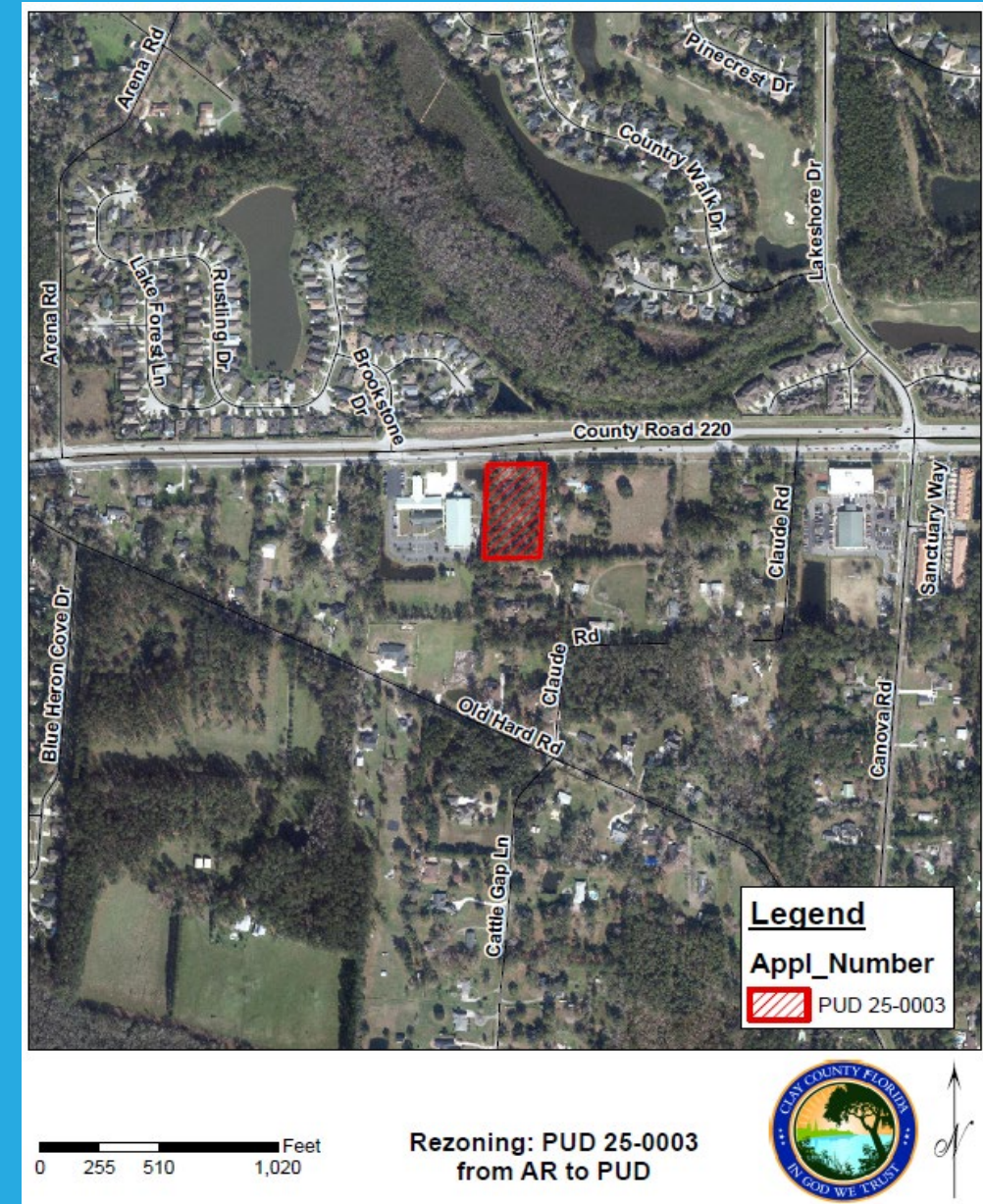
- ZON 25-0025 would change the zoning from Agricultural Residential(AR), to Private Services (PS-3) .

BACKGROUND

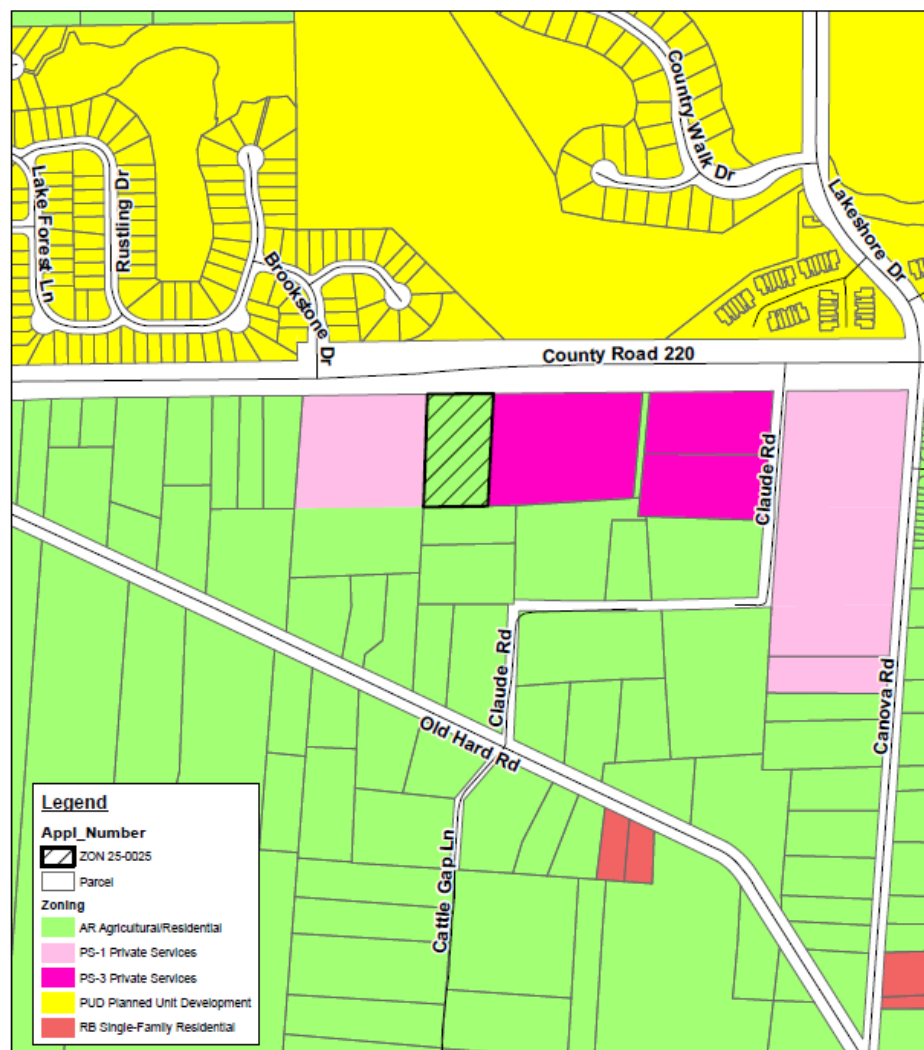
The property is located on the south side of County Road 220, just west of Canova Road. The subject parcel is between two parcels zoned PS-1 and PS-3.

IMC Construction Group has occupied the property since its establishment in 1992.

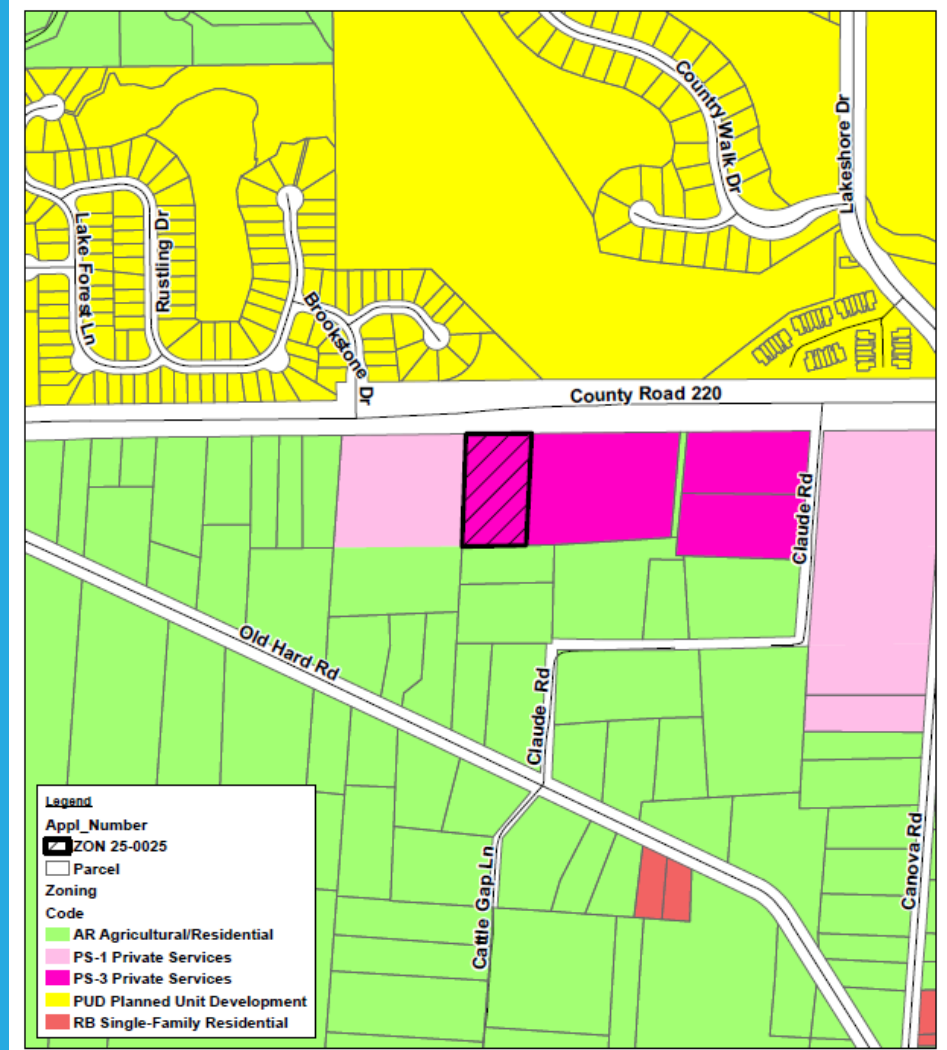
The stated purpose of the requested rezoning is to allow for an out-patient surgery center as well as some professional office. The property directly to the east is owned by Orange Park Medical Center which intends to build a stand along emergency center and the property directly to the west is occupied by the Crosspoint Church.



ZONING



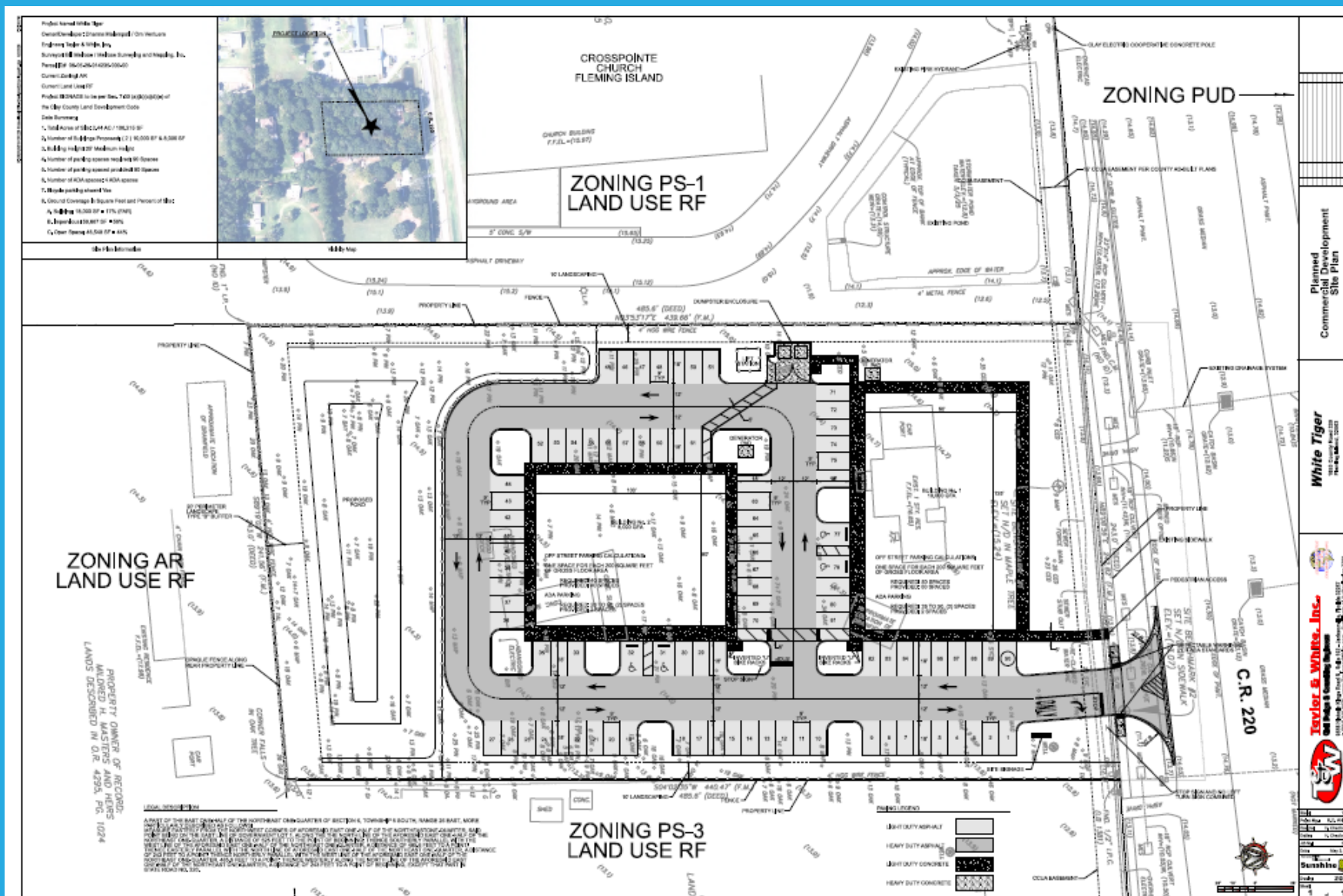
Existing Zoning
 Rezoning: ZON 25-0025
 from AR to PS-3



Proposed Zoning
 Rezoning: ZON 25-0025
 from AR to PS-3



PROPOSED SITE PLAN



FINDINGS and RECOMMENDATION

The applicant is requesting a change in zoning from AR to PS-3 for 2.31 acres.

The proposed development would be considered infill (between institutional uses) while providing a unified plan of development.

The Fleming Island Citizen's Advisory Committee voted 3-2 to recommend denial of this rezoning their August 20, 2025, meeting. Their recommendation was based on

- The disregard and dismissal of the respected Fleming Island Future Building Plan to control the location of commercial building locations.
- Concern that encroaching change closer to residential areas currently exist, along with a school, church, and future fire department.
- Also, the resistance to change zoning is due to concern of additional traffic in an already congested area and the future fire department is to go in across the street from this property.
- The possibility of re-selling this property to the future hospital to be combined for them to build a larger hospital is also a very serious concern.

The Planning Commission heard this item at their September 2nd, 2025, public hearing and provided a recommendation of approval 7-0.

Based on the analysis in the Report, Staff has determined that the request is Consistent Comp Plan and with the intent of the Land Development Code and the surrounding uses. Therefore, Staff recommends approval of ZON 25-0025 to amend zoning map for 2.3 acres from AR to PS-3.

Questions?

Attachment
“E”
ZON-25-0019

Rezoning Application: ZON 25-0019

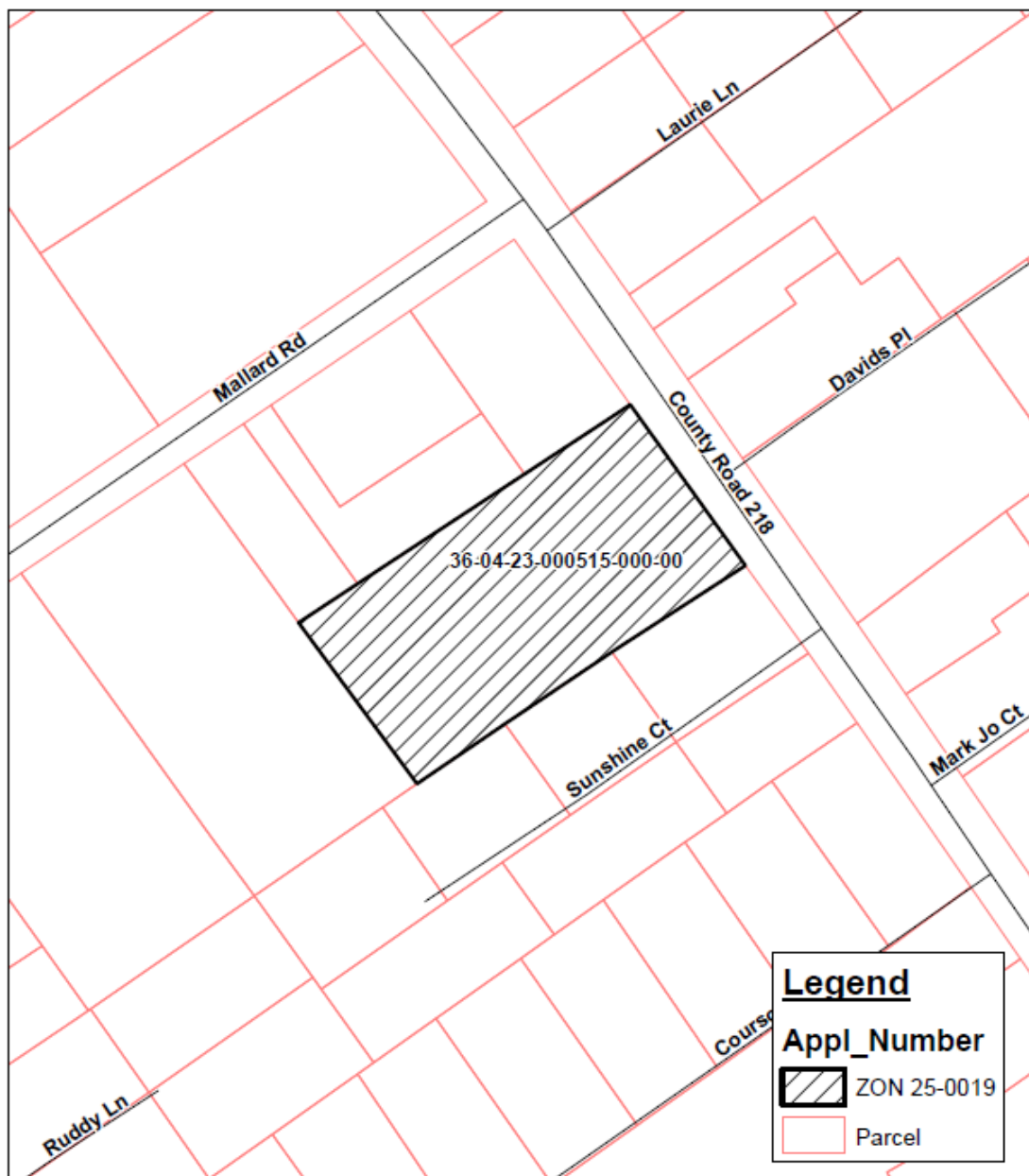
Planning Commission
September 2, 2025



Application Information

Applicant:	Sarah & Andrew Smart
Location:	5401 County Road 218, Middleburg, FL 32068
Planning District:	Middleburg-Clay Hill
Commission District:	4 Commissioner Condon
Parcels:	36-04-23-000515-000-00

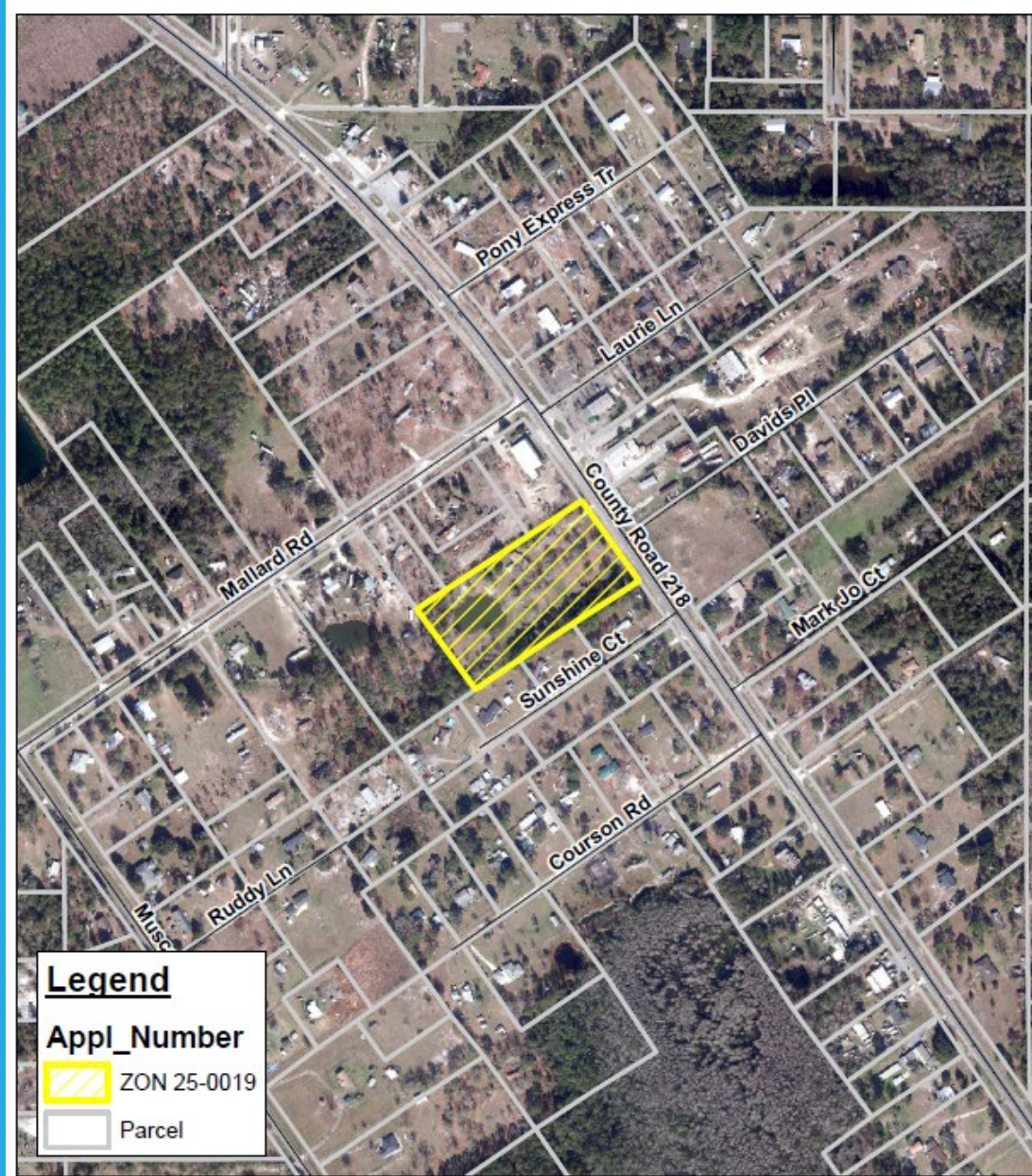
- ZON 25-0019 would make the following Rezoning changes to the property:
 - change 5+/- acres from Commercial and Professional Office District (BA-2) to Specialty Business District (BB-3)



0 105 210 420 Feet

Rezoning: ZON 25-0019
Parcel Map

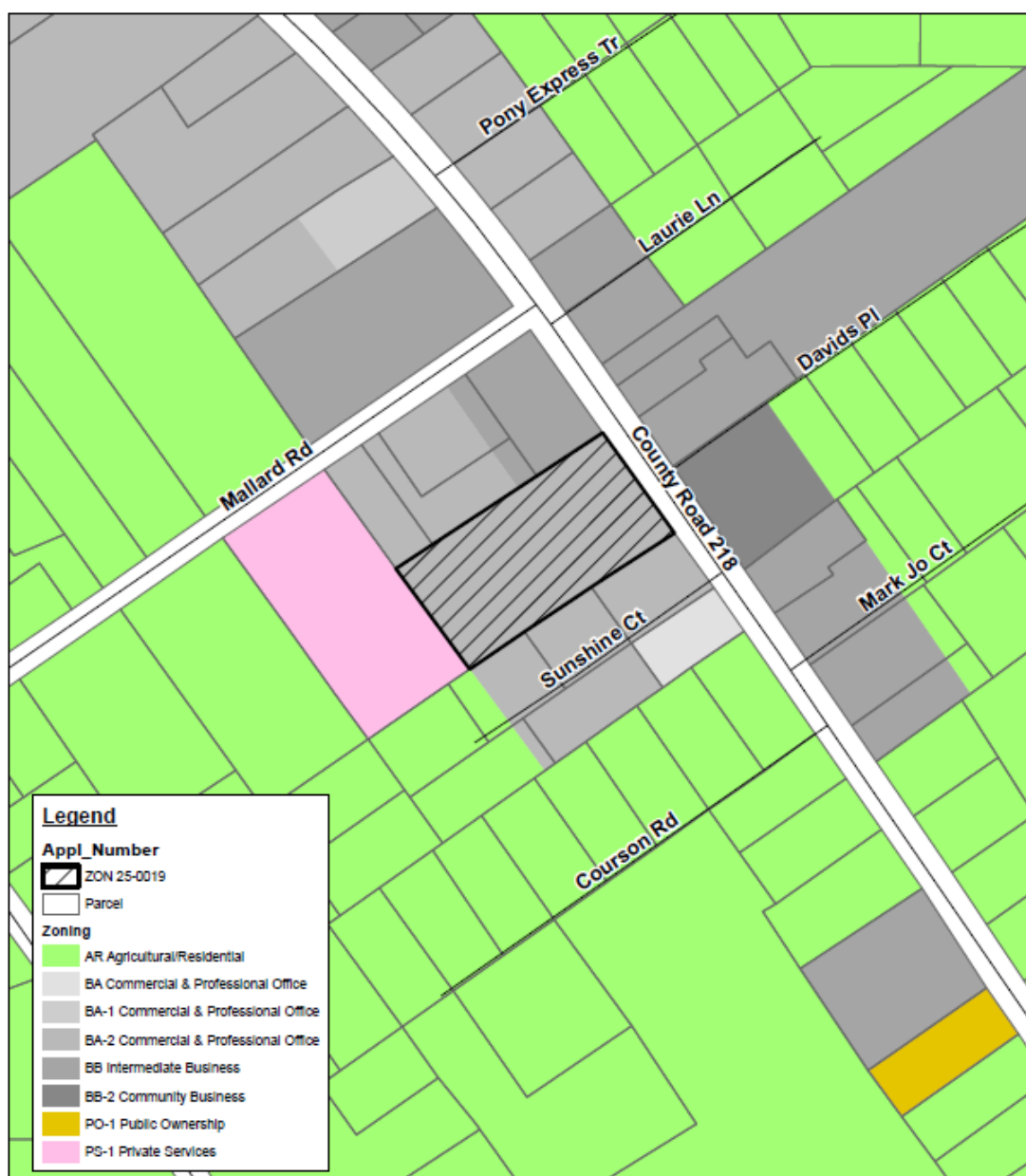
Page 76 of 272



0 212.5 425 850 Feet

Rezoning: ZON 25-0019
from BA-2 to BB-3

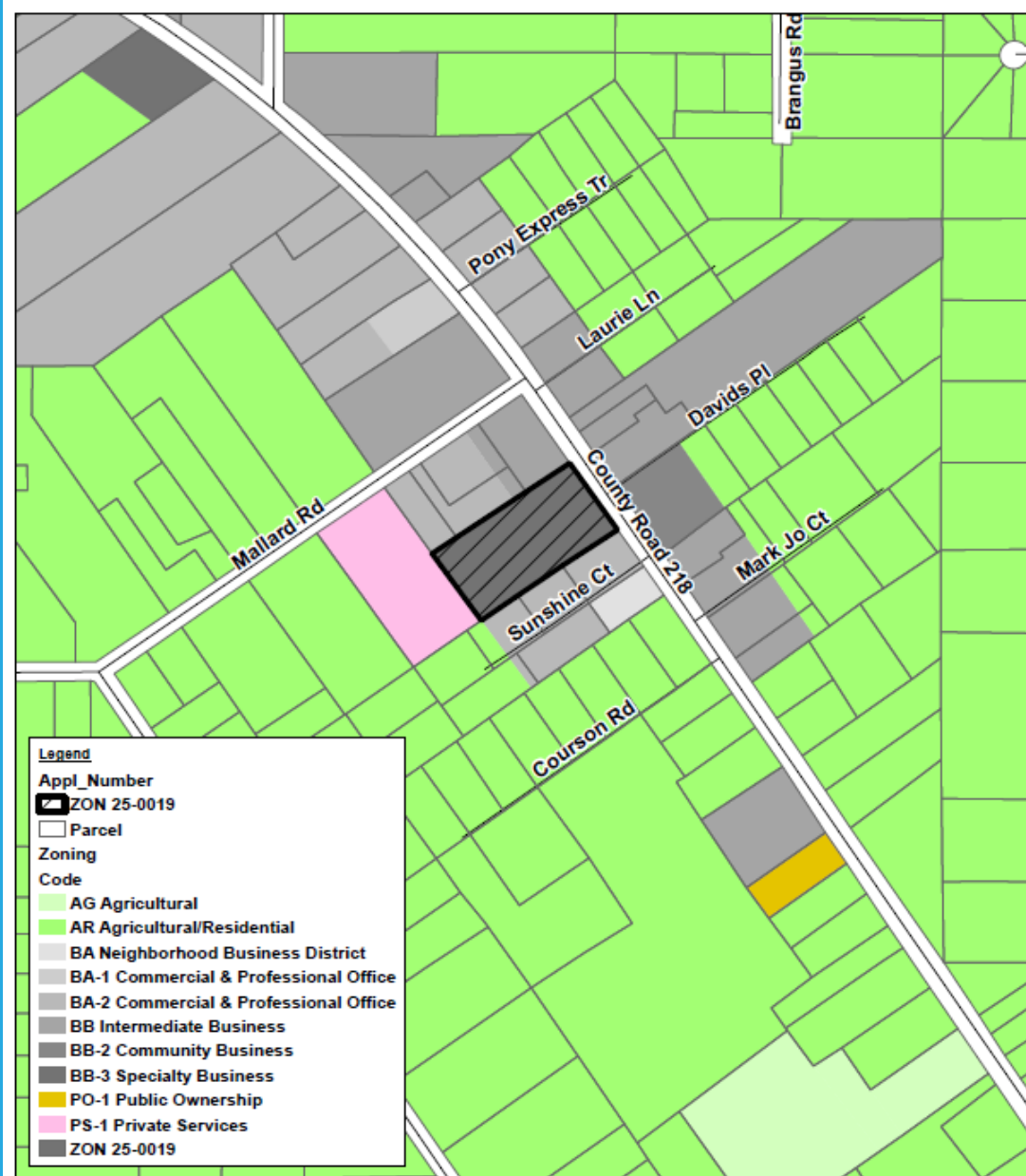




0 170 340 680 Feet

Existing Zoning
Rezoning: ZON 25-0019
from BA-2 to BB-3

Page 77 of 272



0 255 510 1,020 Feet

Proposed Zoning
Rezoning: ZON 25-0019
from BA-2 to BB-3

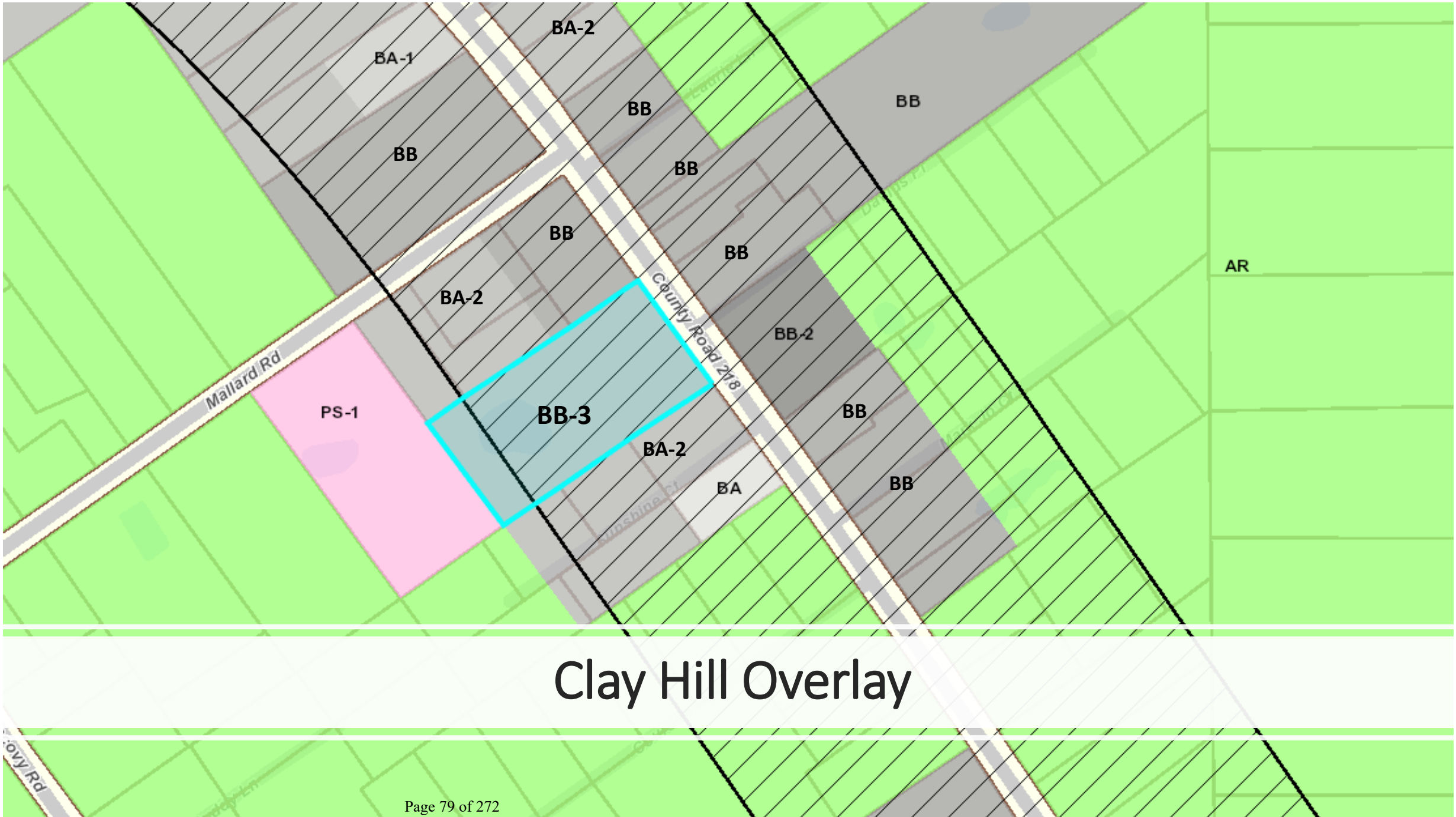


Clay Hill Overlay



- Architectural Detailing
- Massing
- Building Materials
- Building Height





Clay Hill Overlay

Name	Address1	City	Stat	ZipCode
Allen Joseph T Jr	10423 Rifle Rd	Bristow	VA	201361330
Backus William A Et Al	1959 Courson Rd	Middleburg	FL	320683503
BENNETT CHRISTIAN SEAN Et Al	5531 Squaw Ln	Middleburg	FL	320683540
Blair Kenneth	1985 Sunshine Ct	Middleburg	FL	320683564
Boyles Investments Inc.	PO Box 2655	Jacksonville	FL	322032655
Bramlett Kenneth	1599 Shelter Cove Dr	Fleming Island	FL	320037221
Carter Jamie Cecil	6064 Lee Moore Rd	Jacksonville	FL	322343409
Country Rentals VI LLC	1486 Henry Mosley Rd	Jacksonville	FL	322343406
Davies Claire C	14131 Lord Barclay Dr	Orlando	FL	328375402
Dingmon John B	1962 Mallard Rd	Middleburg	FL	320683510
Dunn Robert David Et Al	1965 Sunshine Ct	Middleburg	FL	320683564
Giglio Randy	1974 Mallard Rd	Middleburg	FL	320683510
Hale Thomas	1975 Courson Rd	Middleburg	FL	320683503
Hall Mickey Thomas Trustee	1477 Rivers Rd	Green Cove Springs	FL	320439388
Kennedy William	5365 County Road 218	Middleburg	FL	320683559
Kessler Shane L	1970 Mallard Rd	Middleburg	FL	320683510
Mallory Julia L Trustee	5625 Mark Jo Ct	Middleburg	FL	320684487
Rusu Vadia	1980 Mallard Rd	Middleburg	FL	320683510
Scotlyn Two Inc.	1198 Kellum Rd	Jacksonville	FL	322343304
Shipley Hannah Perthinia	1975 Sunshine Ct	Middleburg	FL	320683564
SIBLING GROUP OF CLAY HILL LLC	5390 County Road 218	Middleburg	FL	320683558
Smart Land Holdings LLC	5401 County Road 218	Middleburg	FL	320683561
TNT Lounge & Liquors Inc	4039 Piper Dr	Jacksonville	FL	322077152
Walls Ronald D	3031 Ruddy Ln	Middleburg	FL	320683538
Willow Fabrications	1962 Mallard Rd	Middleburg	FL	320683510



Recommendations

Project Description

Proposed outdoor tire storage

Middleburg-Clay HillCAC

The CAC met on August 18, 2025, and recommended approval 7-0

Planning Commission

The Planning Commission provided a recommendation of Approval 7-0 with the approval of a Development Agreement outlining several specifics.

ZON 25-0019:

Based on the criteria in the Report, Staff finds that the request is inconsistent with the intent of the Land Development Code and the Clay Hill Overlay and recommends denial of ZON 25-0019.

Questions?

Attachment
“F”
County Road 218
Presentation



Bonded Transportation Program

September 23, 2025



Bonded Transportation Program



Transportation Project Process

- Road project proposed (new or widening)
- Assess function, speed, volume, safety
- Apply State + local code standards
- Evaluate ROW
- Develop plans: Driveway & opening locations limited (criteria)
- Solicit Public input – Adjust
- Finalize plans
- Construction



Bonded Transportation Program



Access Management Criteria:

- **FDOT and Local Rules/Codes**

Median locations determined by evaluating:

- **Entire corridor**
- **Start with major side streets**
- **Major trip generators (> 600vpd)**

Result: Safer, more efficient roads balancing access and mobility

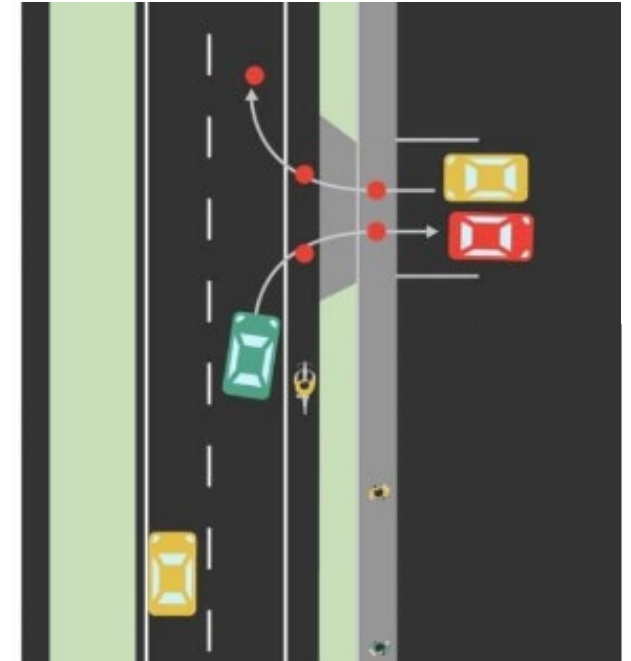
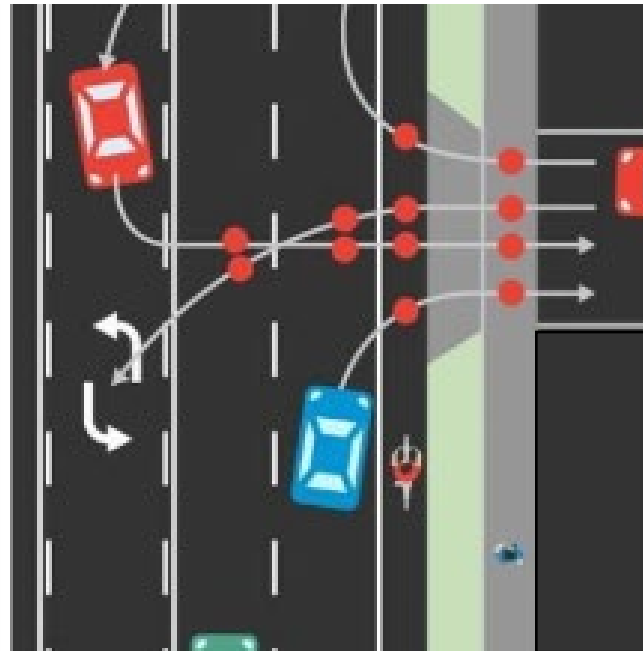


Bonded Transportation Program



Access Management

- Increases Roadway Capacity
- Shortens Travel Time
- Reduces Conflict Points



Per [Rule Chapter: 14-96.003 F.A.C.](#), it states that:

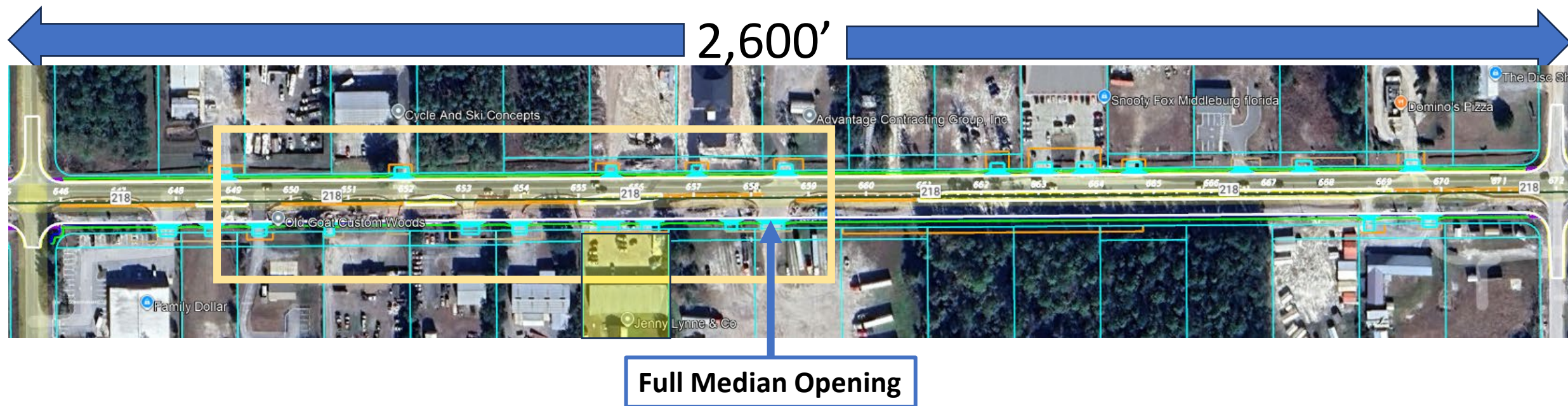
Traffic Control Features and Devices in the right of way, such as traffic signals, medians, median openings, and turn lanes are operational and safety characteristics of the State Highway System and are not means of access.

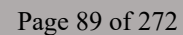


Bonded Transportation Program



CR 218 Between Dolphin Avenue and Aster Avenue



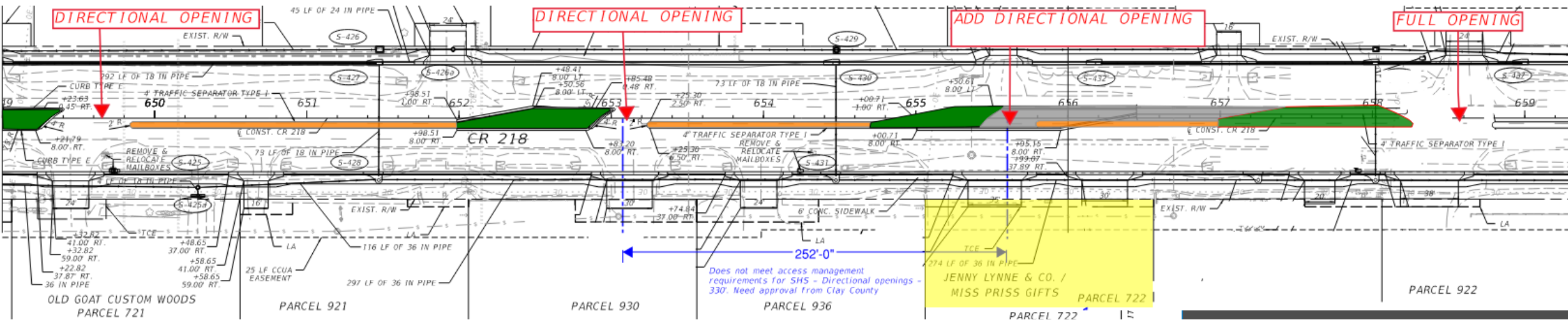




Bonded Transportation Program



Option 2 – Add Median Opening

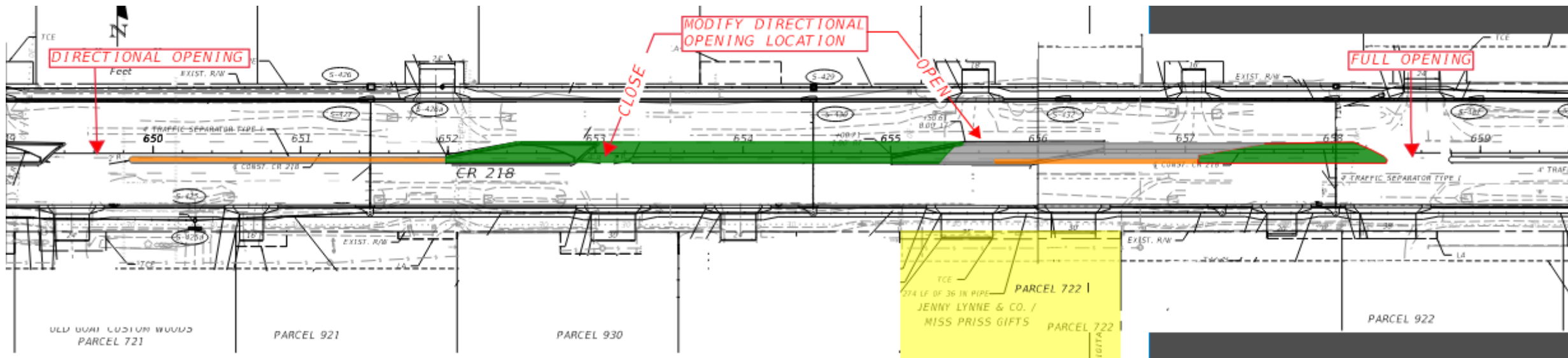




Bonded Transportation Program



Option 3 – Modify Median Opening Location

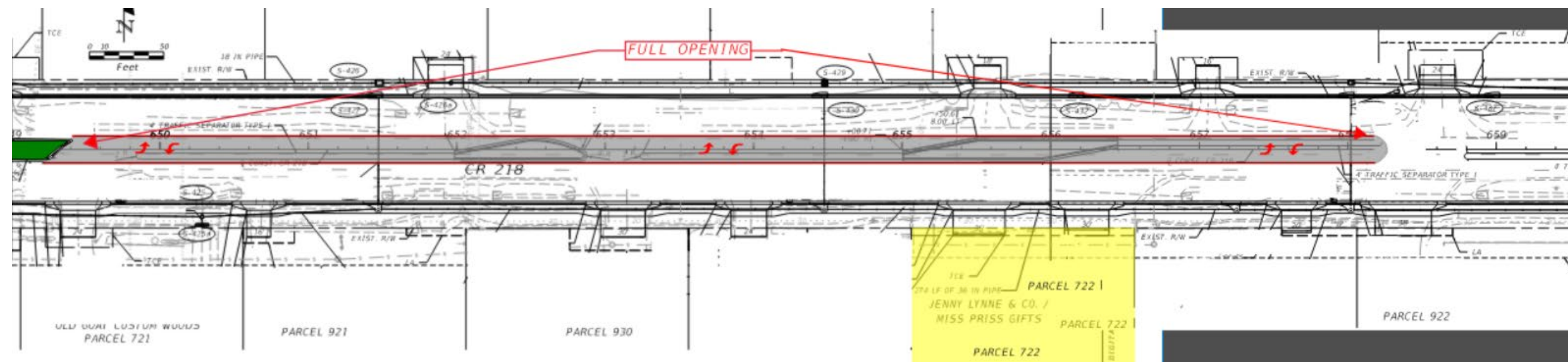




Bonded Transportation Program



Option 4 – Access Class 4 Limited Full Opening





Discussion



September 23, 2025

Attachment
“G”
Stewardship District
Information

From: Kristen Burke <Kristen.Burke@claycountygov.com>
Sent: Monday, September 22, 2025 4:31 PM
To: Jennifer Bradley (bradley.jennifer@flsenate.gov) <bradley.jennifer@flsenate.gov>
Cc: Sam.Garrison@flhouse.gov <sam.garrison@flhouse.gov>; Judson.Sapp@FLHouse.gov <judson.sapp@flhouse.gov>
Subject: Fw: Shadowlawn Stewardship District

Dear Senator Bradley,

Thank you so much for discussing with me your concerns regarding the proposed Stewardship Districts in my district, District 5 in Clay County. I know you are fully aware this district has experienced exponential growth in just the 5 years I have been on the BCC. As I know you do also, I care very deeply for our residents who reside here now, as well as in years to come. Your concern with and your taking the time to evaluate this very important decision of approving Stewardship Districts is truly appreciated. I wholeheartedly believe it is vitally important for us to make informed decisions now, to do our best to ensure smart growth and superior infrastructure for our residents now and in the future.

After speaking with you and hearing your concerns, I would like to respectfully explain the reasons for my request to you and the delegation for support of the Shadowlawn and Feed Mill Stewardship Districts. As you requested, I also plan to discuss these same points with my fellow Commissioners tomorrow at our BCC meeting.

The County's new Cathedral Oaks Parkway plays a very vital role in the reason why these Stewardship Districts are key in District 5. This road was one of the Bonded Road Projects approved when I was a brand new commissioner and I remember being so ecstatic to be a part of improving the infrastructure in my district. Relief was all of a sudden in sight for our busy, gridlocked 2-lane roads. And then, a little over 4 years later, Cathedral Oaks Parkway became a reality!

As you know, the Reinhold family has been a part of Clay County for almost 100 years. There is no doubt in my mind that Reinhold and George Egan care deeply about Clay County and the Reinhold legacy is truly finally beginning to be carried out in my time as a commissioner. As a part of that legacy, Reinhold agreed to not only donate portions of the right of way needed, but to build a huge portion of this beautiful road. This new road finally allowed another way to travel east to west for our residents, which of course has been desperately needed for so long. Reinhold spent at least \$25 million to bring this beautiful road into fruition before any development was started on their property, to allow our residents to finally have a path to escape the gridlock at the center of District 5. Yes, it is true a developer receives mobility fee credits for the donation and the construction of such a road, however, it would be impossible for us to know when the County would ever have been able to build a road of this magnitude, if ever.

In order to protect Cathedral Oaks Parkway, I explain below why the proposed Stewardship Districts will fill that need.

Why not have multiple CDDs instead of a Stewardship District as many of the large developments have that we know of, eg. Nocatee or Villages, and then merge later?

It is my understanding that the Stewardship District Legislation was unfamiliar to landowners in years past when many of the large scale developments we know of were created like Nocatee and the Villages. These developments had multiple CDDs in the past. However, there are many cons regarding having multiple CDDs as opposed to a Stewardship District. These include trying to get multiple CDD boards to agree to merge in the future to provide for infrastructure maintenance and share amenities which may be nearly impossible, defeating community unity. Additionally, with multiple CDDs, some or all CDD boards may set their fees higher for members of the neighboring CDDs, or worse, they could even block their neighbors from using their amenities. With one board, the residents would be treated similarly, have access to all of the amenities without having to pay any additional fees, and garner community unity. Not to mention the duplicative administrative fees associated with management of each CDD that would be passed on to the residents. I've learned that in recent months the Boards of Hillsborough County and Marion County have approved non-objections for Stewardship Districts in their respective counties.

Another con is that the residents that move in during Phase 1 or 2 and are on the CDD board would then control the issuance of bonds for future phases. These residents could prevent the developers from being able to issue bonds to build roads in future phases or build necessary infrastructure because they do not want further development and are concerned with the cost. This process however is necessary to ensure new growth pays for itself. The bonds for the area the existing residents live in were issued years before they moved in and bonds for the future phases will not be their obligations.

Much of the landscape that already exists on Cathedral Oaks Parkway, and all that will be added later west of the First Coast Expressway, is planned to be maintained by the landowners and proposed districts, a benefit to the County that does not have the resources for such maintenance and to the residents for such a lovely site. Multiple CDDs could say they do not want to pay for the Cathedral Oaks Parkway landscape maintenance or may not agree on the level required, or in the future when CR 218 needs to be connected and trails built, the CDDs may not be able to come to agreement on the plans for the payment for such.

The Lake Asbury Master Plan was a very detailed vision and both proposed stewardship districts are bound by that Plan so we do know what that overall plan looks like, even though we may not have the size of the lots or homes yet. The County staff is working on the mobility plans and the landowners are working to make sure we get the infrastructure built to execute the master plan. With the Stewardship Districts, the Districts will be able to control and continue with that same vision that the County implemented many years ago through the Lake Asbury Master Plan. I have even heard that in some of the larger developments that have CDDs, employees of the developers have been so proud of their communities, yet concerned for completion of the overall plan that they have moved

into the development making them eligible to be a voting member and able to continue with the vision.

You asked what we will do when every developer comes to us and asks for a Stewardship District, and of course that is a concerning question.

Reinhold and George Egan have proved they truly care about Clay County over many years. They are not just a fly-by-night developer, and I am extremely confident in Reinhold continuing with the Master Plan vision and being 100% opposed to selling the entire property out to another developer. It seems, as a Board, we have developed a sense of trust of Reinhold and that is from years of them proving they truly strive to bring their best to our County. I truly feel we are very fortunate for that to be true. But as in any decision, we should always thoroughly evaluate any request of each developer or landowner, and therefore, it would not be wise to make such an important decision routine.

Shadowlawn is huge, however, the uniqueness of Shadowlawn is actually its sheer size and the rare opportunity we have to have one landowner who has such a heart for Clay County. I have heard from very credible sources that at Reinhold meetings, there are many discussions of oak trees, trails, conservation, and focusing on doing good things. Unlike what I hear on a routine basis, Reinhold has said since there is a large amount of lots in development within the County right now, and in the near term they are investing in a business district that will bring thousands of jobs for our residents.

I truly feel confident that these two Stewardship Districts would benefit our County and residents now and decades from now and would love to have your and Representatives Garrison and Sapp's support. Thank you for all you do for Clay.

Sincerely,
Commissioner Kristen Burke

From: Kristen Burke <Kristen.Burke@claycountygov.com>

Sent: Wednesday, September 17, 2025 1:10 PM

To: bradley.jennifer@flsenate.gov <bradley.jennifer@flsenate.gov>; Sam.Garrison@flhouse.gov <Sam.Garrison@flhouse.gov>; judson.sapp@flhouse.gov <judson.sapp@flhouse.gov>

Cc: lee.mary@flsenate.gov <lee.mary@flsenate.gov>; shays.tonya@flsenate.gov <shays.tonya@flsenate.gov>; Jada.Russell@flhouse.gov <Jada.Russell@flhouse.gov>; shorty.robbs@myfloridahouse.gov <shorty.robbs@myfloridahouse.gov>

Subject: Shadowlawn Stewardship District

Dear Clay County Local Delegation:

As Clay County Commissioner for District 5, I am writing to express my support for the creation of the Shadowlawn Stewardship District which would be within District 5. In my opinion, a single stewardship district would be preferred over multiple community development districts given

the scale of the entitlements within the Lake Asbury Master Plan. Utilization of a stewardship district will facilitate a unified community vision, cost efficient construction, and maintenance of community infrastructure, which will help to reduce the overall maintenance burden on the County. At the September 9, 2025 Board meeting, the Board approved the statutorily required Notice of Non-Objection.

I would appreciate your support of this local bill.

Thank You,

Kristen T. Burke, DC

Clay County Commissioner, District 5

PO Box 1366
477 Houston St.
Green Cove Springs, FL 32043
904-671-3511



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 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
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REVIEWERS:

Department Reviewer	Action	Date	Comments
Budget Office Streeper, Lisa	Approved	10/3/2025 - 9:26 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

Review of Staff's ranking of the Proposals received for RFP No. 24/25-112, Clay County State Housing Initiative Partnership (SHIP) Inspection Services.

1. St. Johns Housing Partnership - 80.7
2. Alex Home Inspection Services, LLC - 45.3
3. Beryl Project Engineering - 43
4. Kings Realty Co., LLC - 38
5. Conemco Engineering, Inc.- 37.3
6. UES Professional Solutions, LLC - 36.7

A committee consisting of the SHIP Program Director, Grants Director, and Plans Examiner III performed the evaluation and ranking of the responses received. If desired, the Board may request presentations.

Approval of award will be effective after the 72-hour protest period has expired. An agreement will be negotiated and brought back to the Board for approval.

Funding Source:

SHIP Program Fund - SHIP Program Activities - Program Services

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The purpose of this RFP was to solicit Proposals from qualified and experienced company(s) or individual(s) for the Clay County State Housing Initiative Partnership (SHIP) Program. The awarded, qualified Contractor(s) or individual(s) will supply inspection services which include providing home inspections, written reports and repair estimates for rehabilitation work.

Services include but are not limited to: providing home inspections, written reports and repair

estimates for the SHIP Program. Inspections shall be conducted to determine the type of repairs necessary to bring houses up to code according to the Clay County Standard Housing Code, State and Local SHIP requirements, and to address any and all safety, health and sanitation issues to the extent that SHIP funding award amounts per unit will allow. Included in the services shall be the inspection of the Contractor(s) or individual(s) rehabilitation work. An inspection includes an initial inspection, cost and specifications write-up, an intermediate inspection and a final inspection.

The awarded Contractor(s) or individual(s) will not be eligible to Bid on rehabilitation and / or new construction bids while under the terms and conditions of the executed contract from this Solicitation.

1138 Suppliers were notified
24 Suppliers downloaded the Request for Proposal
6 Submittals were received

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

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

Account No.
FD1015 - CC1108 - SC549800

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

Planning Requirements:
Public Hearing Required (Yes/No):
No

Hearing Type:

Initiated By:

N/A

REVIEWERS:

Department Reviewer	Action	Date	Comments
Purchasing Streeper, Lisa	Approved	10/8/2025 - 4:26 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: Board of County Commissioners

DATE: 8/12/2025

FROM: Administrative and
Contractual Services

SUBJECT:

Approval to post Notice of Intent to Award Bid No. 24/25-124, Waste Tire Disposal Services to Putnam County BOCC at the unit cost received for Option 1. Approval of award will be effective after the 72-hour protest period has expired.

Funding Source:

Solid Waste Fund - Environmental Services - Temporary Labor, Billing, Collection, and Management

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The County requested Bids from Contractors to provide waste tire management services to include the transport, recycle, and disposal of waste tires at the Rosemary Hill Solid Waste Management Facility, located in Green Cove Springs. It is anticipated that the County will request service at least eight (8) times per quarter. Actual requirement for service may be more or less frequent as necessary and at the discretion of the County.

819 Suppliers were notified
19 Suppliers downloaded the Request for Bids
2 Bids were received

Both Option 1 (transport, recycle, and/or disposal) and Option 2 (recycle/disposal only) were evaluated. Pricing was competitive across line items, with each Contractor offering the lowest cost for different categories. Considering overall cost-effectiveness and balance, the County will proceed with Option 1 and award the contract to Putnam County BOCC.

Putnam County can perform the work requested in this Bid using their existing tire-processing equipment, including a rim crusher. They previously completed an FDEP cleanup of an illegal tire dump containing over 1,200 tons of material within 4–5 months.

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.

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

Funding Source:

Solid Waste Fund - Environmental Services - Temporary Labor, Billing, Collection, and Management

Account No.:

FD4000-CC1208-SC534600

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

Planning Requirements:

Public Hearing Required (Yes\No):

No

Hearing Type:

Initiated By:

N/A

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ BidBackup	Cover Memo	10/7/2025	Waste Tire Backup-PUBLIC_(1)dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	10/8/2025 - 4:27 PM	Item Pushed to Agenda



BID RECOMMENDATION FORM

TITLE:

RFB No. 24/25-124, Waste Tire Disposal Services

DATE OF RECOMMENDATION:

September 30, 2025

BIDDERS

Liberty Tire Recycling, LLC

Putnam County Board of County Commissioners

BID TOTAL

To be determined

To be determined

FUNDING SOURCE: FD4000-CC1208-534600

RECOMMENDATION:

Award RFB No. 24/25-124, Waste Tire Disposal Services to Putnam County Board of County Commissioners at the unit costs received for Option 1.

If only one Bid is received, state reason why accepted and not rebidding:

Staff Assigned to Tabulate Bids and Make Recommendations:

NAME/TITLE:

Jamey Wilkes, Deputy Director

SIGNATURE:

J. R. Wilkes

BID TABULATION FORM

Bid: 24/25-124

Date: September 19, 2025Proj: **Waste Tire Disposal Services**Time Open: 9:00 AM

Ad: Clay Today, August 28, 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		Total
1	Liberty Tire Recycling, LLC	To be determined
2	Putnam County Board of County Commissioners	To be determined
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		



Clay County

Purchasing / Administrative and Contractual Services

477 Houston Street, Green Cove Springs, FL 32043

BID TABULATION

RFB No. 24/25-124

Waste Tire Disposal Services

RESPONSE DEADLINE: September 18, 2025 at 4:00 pm

WASTE TIRE DISPOSAL SERVICES

OPTION 1: Transport, Recycle and/or Disposal (Contractor will transport, price based per ton) Cost per ton to transport, recycle, and/or dispose of all waste tires (estimated to be less than 15% rims) that will be separated into 2 categories: Regular waste tires and off-road heavy equipment waste tires (OTR's).

			Liberty Tire Recycling	Putnam County BOCC
Line Item	Description	Tons	Unit Cost	Unit Cost
1	Regular Waste Tires	Per ton	\$225.00	\$218.00
2	Off Road Heavy Equipment Waste Tires (OTR's)	Per ton	\$315.00	\$318.00

WASTE TIRE DISPOSAL SERVICES

OPTION 2: Recycle and/or Disposal (County is responsible for Transportation) Cost per ton to recycle, and/or dispose of all waste tires (estimated to be less than 15% rims) that will be separated into 2 categories: Regular waste tires and off-road heavy equipment waste tires (OTR's)

			Liberty Tire Recycling	Putnam County BOCC
Line Item	Description	Tons	Unit Cost	Unit Cost
3	Regular Waste Tires	Per ton	\$170.00	\$198.00
4	Off Road Heavy Equipment Waste Tires (OTR's)	Per ton	\$315.00	\$298.00



Clay County
Purchasing / Administrative and Contractual Services
Karen Smith, Director of Purchasing
477 Houston Street, Green Cove Springs, FL 32043

[LIBERTY TIRE RECYCLING] RESPONSE DOCUMENT REPORT

RFB No. 24/25-124

Waste Tire Disposal Services

RESPONSE DEADLINE: September 18, 2025 at 4:00 pm

Liberty Tire Recycling Response

CONTACT INFORMATION

Company:

Liberty Tire Recycling

Email:

ptuohy@libertytire.com

Contact:

Phil Tuohy

Address:

9675 Range Line Rd
Port Saint Lucie, FL 34987

Phone:

(863) 860-2436

Website:

N/A

Submission Date:

Sep 18, 2025 10:53 AM (Eastern Time)

PRICE TABLES

WASTE TIRE DISPOSAL SERVICES

OPTION 1: Transport, Recycle and/or Disposal (Contractor will transport, price based per ton) Cost per ton to transport, recycle, and/or dispose of all waste tires (estimated to be less than 15% rims) that will be separated into 2 categories: Regular waste tires and off-road heavy equipment waste tires (OTR's).

Line Item	Description	Tons	Unit Cost
1	Regular Waste Tires	Per ton	\$225.00
2	Off Road Heavy Equipment Waste Tires (OTR's)	Per ton	\$315.00

WASTE TIRE DISPOSAL SERVICES

OPTION 2: Recycle and/or Disposal (County is responsible for Transportation) Cost per ton to recycle, and/or dispose of all waste tires (estimated to be less than 15% rims) that will be separated into 2 categories: Regular waste tires and off-road heavy equipment waste tires (OTR's)

Line Item	Description	Tons	Unit Cost
3	Regular Waste Tires	Per ton	\$170.00
4	Off Road Heavy Equipment Waste Tires (OTR's)	Per ton	\$315.00



Clay County
Purchasing / Administrative and Contractual Services
Karen Smith, Director of Purchasing
477 Houston Street, Green Cove Springs, FL 32043

[PUTNAM COUNTY BOCC] RESPONSE DOCUMENT REPORT

RFB No. 24/25-124

Waste Tire Disposal Services

RESPONSE DEADLINE: September 18, 2025 at 4:00 pm

Putnam County BOCC Response

CONTACT INFORMATION

Company:

Putnam County BOCC

Email:

jay.tilton@putnam-fl.gov

Contact:

Jay Tilton

Address:

140 County Landfill Rd
Palatka, FL 32177

Phone:

N/A

Website:

N/A

Submission Date:

Sep 18, 2025 12:26 PM (Eastern Time)

PRICE TABLES

WASTE TIRE DISPOSAL SERVICES

OPTION 1: Transport, Recycle and/or Disposal (Contractor will transport, price based per ton) Cost per ton to transport, recycle, and/or dispose of all waste tires (estimated to be less than 15% rims) that will be separated into 2 categories: Regular waste tires and off-road heavy equipment waste tires (OTR's).

Line Item	Description	Tons	Unit Cost
1	Regular Waste Tires	Per ton	\$218.00
2	Off Road Heavy Equipment Waste Tires (OTR's)	Per ton	\$318.00

WASTE TIRE DISPOSAL SERVICES

OPTION 2: Recycle and/or Disposal (County is responsible for Transportation) Cost per ton to recycle, and/or dispose of all waste tires (estimated to be less than 15% rims) that will be separated into 2 categories: Regular waste tires and off-road heavy equipment waste tires (OTR's)

Line Item	Description	Tons	Unit Cost
3	Regular Waste Tires	Per ton	\$198.00
4	Off Road Heavy Equipment Waste Tires (OTR's)	Per ton	\$298.00

3. Scope of Work

3.1.Introduction

The Clay County Board of County Commissioners (County) is requesting bids from qualified Contractors to provide waste tire management services to include the transport, recycle, and disposal of waste tires and comply with the provisions of the Florida Department of Environmental Regulation Waste Tire Rule 62-711. The County's Waste Tire Program is administered and operated by the Department of Environmental Services. The Department has one (1) permanent waste tire collection center located at the Rosemary Hill Solid Waste Management Facility, 3545 Rosemary Hill Road, Green Cove Springs, FL 32043.

3.2.Geographic Information

Clay County, located southwest of Jacksonville along the St. Johns River, is experiencing significant growth and is expected to grow substantively over the next ten (10) years. Clay County is conveniently accessible via interstate, federal and state highways. US Highway 17 (SR 15) and SR 21 are primary arteries that connect to Interstate 295. SR 23, known as the First Coast Expressway, bisects the County and when completed will provide a connection between Interstates 10 and 95. Clay County is made up of four (4) municipalities (Orange Park, Green Cove Springs, Keystone Heights and Penney Farms) and various communities (Middleburg, Fleming Island and Oakleaf).

3.3.Scope of Work

The Contractor shall provide all equipment, materials, and labor necessary to remove all waste tires with or without rims, commercial truck, tractor, and off-road heavy equipment tires from the Rosemary Hill Solid Waste Management Facility. The Contractor shall remove all waste tires accumulated upon request of the County and shall comply with the provisions of the Florida Department of Environmental Regulation Waste Tire Rule 62-711.

Waste Tires are defined as follows:

- Regular waste tires are any tires that are 41" tall or less and 11" wide or less.
- Off road heavy equipment waste tires (OTR's) are any tires that are more than 41" tall and more than 11" wide.

The Contractor shall provide equipment capable of handling one hundred percent (100%) of all waste tires received by the County. The County will load waste tires with an excavator or front loader upon arrival of the Contractor's transport vehicle. Load time is approximately 30 - 45 minutes, and Contractor's vehicle "on-site" time should not exceed one (1) hour. It is anticipated that the County will request service at least eight (8) times per quarter. Actual requirement for service may be more or less frequent as necessary and at the discretion of the County.

The awarded Contractor will be paid per ton amount for the material. The weight of the material will be based on the outgoing weights on the Rosemary Hill Solid Waste Facility's State certified weigh scales.

3.4. 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.

3.5. Damage to Public or Private Property

The Contractor is responsible for anything damaged due to the direct result of their operations. 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.

3.6. 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.

3.7. 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.

3.8. 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.

3.9. Term

The Contract term shall be for a period of three (3) Years, with the County reserving the right and option to extend the Contract for an additional two (2) periods of twelve (12) months each if such is agreeable with the successful Contractor(s).

3.10..... [Pe](#) rformance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

3.11..... [Ca](#) ncellation 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.

3.12..... [Ad](#) ditional 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.

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Vendors



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT: Approval of the First Renewal and Third Amendment to Agreement No. 2014/2015-155 for Bus Bench Siting/Services for a period of five (5) years with the option to renew for one additional 5-year term. The annual fee to be paid quarterly is \$10,000 for year one. Each additional year is subject to an annual CPI increase.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This amendment updates several terms of the agreement including the payment terms from 15% of the net advertising revenues to \$125.00 per bus bench with a CPI increase for subsequent renewal terms, the insurance requirements, and maintenance requirements. Added with this amendment is bench design options and optional bus shelter configurations.

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	10/8/2025 - 4:27 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT: Approval of the First Renewal of Bid No. 23/24-066 with Liberty Trucking LLC for County Wide Delivery of Limerock Base Material for one (1) year effective July 23, 2025 through July 22, 2026 at the same terms, conditions, and cost provided for in the original bid.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Supplier provides and delivers Limerock Base Material on an as needed basis to specified locations throughout the County. Current pricing is attached.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Contracts_Limerock Bid Renewal	Cover Memo	10/7/2025	Limerock_Base_Material - _Liberty_Trucking_Price_List_(1)_(1)udsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	10/8/2025 - 4:27 PM	Item Pushed to Agenda

LIMEROCK BASE AND LIMEROCK STABILIZED BASE

Limerock Base will be ordered and delivered in twenty-five (25) tons of one or more units. Supplier must be capable of delivering five hundred tons of Limerock Base within a twenty-four (24) hour period to any of the zoned locations specified in Attachment "I"

Line Item	Description	Unit of Measure	Unit Cost
1	Orange Park Zone: Limerock Base	Ton	\$24.45
2	Orange Park Zone: Limerock Stabilized Base	Ton	\$24.45
Line Item	Description	Unit of Measure	Unit Cost
3	Green Cove Springs: Limerock Base	Ton	\$24.45
4	Green Cove Springs: Limerock Stabilized Base	Ton	\$24.45
5	Middleburg: Limerock Base	Ton	\$22.25
6	Middleburg: Limerock Stabilized Base	Ton	\$22.25
7	Keystone Heights: Limerock Base	Ton	\$18.40
8	Keystone Heights: Limerock Stabilized Base	Ton	\$18.40



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and Contractual
Services

SUBJECT:

A) Approval of the State Financial Assistance Recipient Agreement to Provide Mosquito Control on behalf of the Florida Department of Agriculture and Consumer Services (FDACS) beginning October 1, 2025 through September 30, 2026, for which FDACS will pay the County an amount not to exceed \$69,587.50.

B) Approval of the accompanying budget resolution.

Funding Source:
Revenue

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The County provides Mosquito Control oversight to the State pursuant to FL Statutes Chapter 388. The County is to submit a Mosquito Control Monthly Report - State Funds and supporting documentation each month to FDACS. The County will be paid for these services on a quarterly basis after the services are complete.

Is Funding Required (Yes/No):
Yes

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

Funding Source:
Revenue

Sole Source (Yes/No):
No

Advanced Payment
(Yes/No):
No

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Budget Resolution	Resolution Letter	10/7/2025	Resolution - FY 25-26 General Fund FY25-26 Mosquito Control (1)dsada.pdf

	Letter	20_mosquito_control_1)dsada.pdf
▢ Contracts_FDACS Mosquito	Cover Memo	10/8/2025 FDACS_Mosquito_Control_Assistance_Agreement_(1)dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	10/8/2025 - 4:27 PM	Item Pushed to Agenda

CLAY COUNTY RESOLUTION NO. 2025/2026-

WHEREAS, the following revenue from the Florida Department of Agriculture and Consumer Services (FDACS) was not anticipated when the 2025/2026 budget was approved, and

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

WHEREAS, these funds are to be used to support Clay County Mosquito Control.

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:		\$	168,770,733
Additions to General Fund (FD1000)			
General Fund / All Grants Organization / PRJ100889 Mosquito Control Grant FY25-26 / GR010199 FY26 Mosquito Control / State Grants ó Human Services	FD1000-CC1233- PRJ100889- GR010199-RC334600	\$	69,588
Amended Total Revenue		\$	168,840,321

APPROPRIATION

Prior Fund Total:		\$	168,770,733
Additions to General Fund (FD1000)			
General Fund / All Grants Organization / PRJ100889 Mosquito Control Grant FY25-26 / GR010199 FY26 Mosquito Control / Professional Services	FD1000-CC1233- PRJ100889- GR010199-SC531000	\$	69,588
Amended Total Appropriation		\$	168,840,321

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 14th day of October, 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



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

**MOSQUITO CONTROL
STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT**

CSFA Number: 42.003

State Project Title: Mosquito Control

Authorization: Section 388, Florida Statutes (F.S.)

Fiscal Year: 2025-2026

This AGREEMENT made and entered into on _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and **CLAY COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, the RECIPIENT.

This AGREEMENT shall be executed by the RECIPIENT and returned to the DEPARTMENT not later than **December 31, 2025**, and shall serve as the RECIPIENT'S acknowledgment that this AGREEMENT is subject to Section 215.97, F.S.

ARTICLE 1: TERM

1.1 Contract Period: **OCTOBER 1, 2025 – SEPTEMBER 30, 2026**

1.2 Extension and Renewal. ***RESERVED***

ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following contractual services:

Conduct arthropod/mosquito control in compliance with the requirements of Chapter 388, F.S., Section 215.97, F.S., and Chapter 5E-13, Florida Administrative Code (F.A.C.) as detailed in the attached Application, which is hereby incorporated by reference, and hereinafter referred to as the Scope of Work.

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

The RECIPIENT agrees to conduct arthropod/mosquito control services as specified in the attached Scope of Work. In addition, the RECIPIENT must provide the following:

A. Submit each month to the Department on the current form indicated no later than thirty days after the end of the previous month:

1. "Mosquito Control Monthly Report - State Funds" (FDACS-13650, Rev. 09/23), and supporting documentation (i.e., receipts travel vouchers, invoices, purchase orders, expenditure reports, wage statements, account statements).
2. "Mosquito Control Monthly Report - Local Funds" (FDACS-13663, Rev. 09/23).
3. "Mosquito Control Monthly Report - Pesticide Activity" (FDACS-13652, Rev. 02/23).

B. Submit to the Department on the current form indicated **as needed**:

1. "Arthropod Control Budget Amendment" (FDACS-13613, Rev. 7/13) Budget amendments shall be prepared and submitted to the DEPARTMENT prior to over-expending funds in any account or expending funds in nonbudgeted accounts. Budget amendments must be explained by an accompanying request for approval of the changes to be made in the detailed budget. DEPARTMENT approval of the amendment(s) must be received before such expenditures are made.
2. Submit a copy to the DEPARTMENT of each financial reporting package containing non-state entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence regarding follow-up taken to address any prior year deficiencies, and such other information determined by the Auditor General of the State of Florida to be necessary.

2.3 Financial Consequences. Failure to timely provide the deliverables of this AGREEMENT shall result in financial consequences. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT. The DEPARTMENT shall reduce payment as a financial consequence as follows:

- A. If the RECIPIENT fails to timely provide one or more deliverables from the Scope of Work or Article 2.2 above, due on or before **AUGUST 30, 2026**, then in addition to any other available remedies the DEPARTMENT shall reduce payment by 5% of the corresponding quarter's payment.
- B. The DEPARTMENT in its sole discretion may grant an extension of one or more deliverable deadlines upon prior written request from RECIPIENT and for good cause shown.
- C. Absent a written extension of the deadline to provide the annual report, the Parties agree that the Recipient shall be liable for a financial consequence of \$100 per calendar day until the annual audit report required in Article 11.2 is delivered.

ARTICLE 3: COMPENSATION & EXPENSES

3.1 The DEPARTMENT will pay the RECIPIENT as follows:

An amount not to exceed **\$69,587.50** payable quarterly in accordance with Article 3.1.3, upon receipt of required reports submitted to the DEPARTMENT within the statutory deadlines.

- 3.1.1 The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.
- 3.1.2 State funds, supplies, and services shall be made available to RECIPIENT by and through the DEPARTMENT immediately upon release of funds by the Executive Office of the Governor. Following the determination of funds available, if necessary, the DEPARTMENT shall make an adjustment in amounts of money payable to RECIPIENT in the last three (3) quarters of the current fiscal year. RECIPIENT shall be notified of the amount payable to them and if necessary, shall amend amounts of state funds budgeted.
- 3.1.3 The following quarterly payment schedule shall apply to this AGREEMENT:

Contract Period	Quarterly Payment Month (approximate)
October – December	January
January – March	April
April – June	July
July – September	September

If this AGREEMENT is not executed in time for one or more of the quarterly payments to apply, payment will be made in accordance with the remaining quarterly payment schedule.

- 3.2 Expenses. All purchases of supplies, materials and equipment by RECIPIENT shall be made in accordance with the laws governing purchases by Boards of County Commissioners, except that districts with special laws relative to competitive bidding shall make purchases in accordance with Chapter 388, F.S., and Chapter 5E-13, Florida Administrative Code.
- 3.2.1 All funds, supplies, and services released to the RECIPIENT shall be used exclusively for an integrated program that provides a combination of mosquito control, source reduction measures, public education, personnel training and certification, mosquito population surveillance, larvicides, adulticides, equipment, and alerts as approved by the DEPARTMENT.
- 3.2.2 Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, F.S. Authorization for travel expenses must be identified in the Scope of Work and approved by the Department to be eligible for reimbursement.
- 3.3 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and RECIPIENT shall participate in mandatory binding arbitration.
- 3.4 Contingency. In accordance with Section 287.0582, F.S., the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: Reserved

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

- 5.1 The Parties shall comply with all applicable local, state, and federal laws, rules, regulations, and policies, including but not limited to those specifically identified in this Agreement.
- 5.2 RECIPIENT acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. RECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.
- 5.3 RECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).
- 5.4 RECIPIENT shall comply with Section 20.055(5), F.S.

ARTICLE 6: PUBLIC RECORDS

- 6.1 To the extent that RECIPIENT meets the definition of “Contractor” under Florida’s Public Records Law, Section 119.0701, F.S., Recipient shall preserve, retain, and disclose as required all documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT, and otherwise fully comply with the requirements of Chapter 119. To that end, RECIPIENT must:
 - 6.1.1 Retain all records made or received in conjunction with this Agreement for no less than five (5) years after the end of the Contract Period in Article 1.1.
 - 6.1.2 Upon request from the DEPARTMENT’s custodian of public records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the DEPARTMENT.
 - 6.1.3 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 contract period and following completion or termination of the contract if the RECIPIENT does not transfer the records to the DEPARTMENT.
 - 6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the DEPARTMENT all public records in possession of the RECIPIENT or keep and maintain public records required by the DEPARTMENT to perform the service. If the RECIPIENT transfers all public records to the DEPARTMENT upon completion or termination of the contract, the RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the RECIPIENT keeps and maintains public records upon completion or termination of the contract, the RECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from the DEPARTMENT’s custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

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

6.3 Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

ARTICLE 7: TERMINATION

7.1 For Convenience. The parties may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the contract manager, specifying the effective date of termination.

7.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination. If, after termination, it is determined that the RECIPIENT was not in default, or that the default was excusable or the termination for cause was in error, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DEPARTMENT pursuant to Article 7.1. The rights and remedies of the DEPARTMENT in this clause are in addition to any other rights and remedies provided by law or under this Contract.

7.2.1 For cause termination shall be defined as default, breach, or failure of the RECIPIENT to fulfill any of its obligations hereunder.

7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (1) temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT; (2) disallow all or part of the cost of the services not in compliance; and/or (3) wholly or partly suspend or terminate this contract.

7.3 Obligations of parties upon termination.

7.3.1 The DEPARTMENT shall pay and/or reimburse RECIPIENT for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2 The RECIPIENT shall:

7.3.2.1 If the RECIPIENT decides to withdraw from participation in state matching funds under Chapter 388, F.S., prior to the end of the contract period, the RECIPIENT shall continue to submit the required reports until all funds received by the RECIPIENT as of the date of withdrawal are exhausted.

- 7.3.2.2 Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.
- 7.3.2.3 Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.
- 7.3.2.4 Take actions necessary, or that the DEPARTMENT may direct, for the protection and preservation of the work produced under this AGREEMENT.
- 7.3.2.5 Return and deliver to the DEPARTMENT its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.
- 7.3.2.6 Disclose, transfer, and assign to the DEPARTMENT all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this AGREEMENT.
- 7.3.2.7 Not be entitled to recover any cancellation charges or lost profits.

- 7.4 Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.
- 7.5 Notwithstanding the items listed above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any termination, default or breach of this AGREEMENT by the RECIPIENT.

ARTICLE 8: FINANCIAL MATTERS

- 8.1 The RECIPIENT is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch or a state agency.
- 8.2 The RECIPIENT shall maintain books, papers, records, and documents (Records) in accordance with generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 8.3 The Recipient shall comply with all applicable requirements of Section 215.97, F.S., and audit requirements for awards of state funded financial assistance. If the Recipient is required to undergo an audit, Recipient shall promptly provide all related Records to the auditor.
- 8.4 State funds received by RECIPIENT shall be deposited in a separate depository account from local funds received. Disbursements shall be made on pre-numbered checks or warrants drawn on the separate depository account from the local funds. Local and state funds shall be deposited in banks designated as depositories of public funds in accordance with provisions of Section 658.60, F.S..

- 8.5 In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of \$750,000 in its fiscal year, 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. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this Department, 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.
- 8.6 Audits conducted pursuant to Section 215.97, F.S., shall be: performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 8.7 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt the RECIPIENT from compliance with provisions of law relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the DEPARTMENT, the Chief Financial Officer, or the Auditor General.
- 8.8 If the RECIPIENT expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. If however, the RECIPIENT elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from RECIPIENT's resources other than that which is obtained from the DEPARTMENT.
- 8.9 The DEPARTMENT shall provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of Section 215.97, F.S.
- 8.10 The DEPARTMENT, the Department of Financial Services, and the State's Auditor General shall have access to the RECIPIENT's Records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The RECIPIENT is required to maintain sufficient Records and supporting documents demonstrating its compliance with the terms of this AGREEMENT for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such Records upon request.
- 8.11 Section 215.97, F.S., does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.
- 8.12 RECIPIENT shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this AGREEMENT shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building

407 South Calhoun Street
Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

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

- 8.13 Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 8.14 RECIPIENT shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.
- 8.15 The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.
- 8.16 Any funds paid in excess of the amount to which the RECIPIENT is entitled under this AGREEMENT must be refunded to the DEPARTMENT.

ARTICLE 9: GENERAL PROVISIONS

- 9.1 Independent Contractor. The RECIPIENT, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.
- 9.2 The RECIPIENT shall not pledge the DEPARTMENT's credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.
- 9.3 Indemnification: Sovereign Entity. RECIPIENT warrants and represents that as a sovereign entity, it is self-insured. RECIPIENT assumes all risk of personal injury and property damage attributable to the negligent or intentional acts or omissions of RECIPIENT and the officers, employees, servants, and agents thereof while acting within the scope of their employment by the RECIPIENT. DEPARTMENT and RECIPIENT agree that nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity beyond that provided in § 768.28, Florida Statutes.
- 9.4 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the RECIPIENT, its agents, servants, and employees, nor shall the RECIPIENT disclaim its own negligence to the DEPARTMENT or any third party.
- 9.4.1 The RECIPIENT shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.
- 9.5 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

- 9.6 Entire Agreement. The instrument, including any attachments or exhibits, embodies the entire agreement of the Parties. This AGREEMENT supersedes all previous oral or written communications, representations, or agreements on this subject.
- 9.7 Applicable Law and Venue. This AGREEMENT shall be governed by the laws of the State of Florida with venue in Leon County, Florida.
- 9.8 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the F.S. and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.
- 9.9 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.
- 9.10 Compliance. RECIPIENT shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.
- 9.11 Subcontracting. RECIPIENT agrees that all services to be performed hereunder shall be performed solely by the RECIPIENT and may not be subcontracted for or assigned without the prior written consent of DEPARTMENT. Consent may be withheld by DEPARTMENT for any reason, or granted subject to RECIPIENT's compliance with one or more of the following: (1) RECIPIENT purchasing, at its sole expense, a payment bond in a form and amount that DEPARTMENT determines to be adequate to protect suppliers of labor and material; and (2) RECIPIENT disclosing information satisfactory to DEPARTMENT regarding each subcontractor to perform services hereunder, including a description of the subcontractor's organization, ability to provide applicable services, cost to perform applicable services, previous work experience, and relationship to the RECIPIENT.
- 9.12 Survival. The termination of this AGREEMENT (whether by expiration, completion, the exercise of a termination right hereunder), will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination.
- 9.13 This AGREEMENT may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. 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.
- 9.14 The delay or failure by the DEPARTMENT to exercise or enforce any of its rights under this AGREEMENT shall not constitute or be deemed a waiver of the 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.
- 9.15 Administration of the Agreement.

The contract manager for the DEPARTMENT is SHALINDA WOODS and is located at DIVISION OF AGRICULTURAL ENVIRONMENTAL SERVICES, 3125 CONNER BOULEVARD, SUITE E, TALLAHASSEE, FLORIDA 32399-1650, OFFICE NUMBER *850) 617-7933, EMAIL ADDRESS: SHALINDA.WOODS@FDACS.GOV.

The contract manager for the RECIPIENT is ANNIE WALLAU, DIRECTOR and is located at 2463 SR16 WEST, GREEN COVE SPRINGS, FL 32043.

Substitution of a contract manager by any party after execution of this AGREEMENT shall not require a formal amendment of this AGREEMENT; however, the other contract manager shall be informed in writing within seven (7) business days of the substitution.

- 9.16 Notices. Any notice required or permitted under this AGREEMENT shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth in Section 9.14 with a copy to:

DEPARTMENT: Florida Department of Agriculture and Consumer Services, Office of General Counsel, The Mayo Building, Suite 520, 407 S. Calhoun Street, Tallahassee, FL 32399, Attn: General Counsel

RECIPIENT: CLAY COUNTY MOSQUITO CONTROL, 477 HOUSTON STREET, GREEN COVE SPRINGS, FL 32043, ATTN: COUNTY MANAGER

- 9.17 Tangible Property. All equipment purchased pursuant to Chapter 388, F.S., with state funds made available directly to RECIPIENT shall become the property of the RECIPIENT unless otherwise provided, and may be traded in on other equipment, or sold, when no longer needed by the RECIPIENT.
- 9.17.1 The DEPARTMENT, upon notifying RECIPIENT and obtaining its approval, is authorized to transfer equipment, materials, and personnel from one district to another in the event of an emergency brought about by an arthropod borne epidemic or other disaster requiring emergency control.
- 9.17.2 Surplus property shall be disposed of according to the provisions set forth in Section 274.05, Florida Statutes, with the following exceptions: Serviceable equipment no longer needed by RECIPIENT shall first be offered to any or all other counties or districts engaged in mosquito control at a price established by the board of commissioners owning the equipment. If no acceptable offer is received within two weeks, the equipment shall be offered to such other governmental units or private nonprofit agencies as provided in Section 274.05, F.S..
- 9.17.3 The alternative procedure for disposal of surplus property, as prescribed in Section 274.06, F.S., shall be followed if it has been determined no other county, district, governmental unit, or private nonprofit agency has need for the equipment. All proceeds from the sale of any real or tangible personal property owned by RECIPIENT shall be deposited in the county or district mosquito control state fund account unless otherwise specifically designated by the DEPARTMENT.

ARTICLE 10: *RESERVED*

ARTICLE 11: MANDATORY CERTIFICATIONS (Note: does not apply to individuals or private citizens).

11.1 *RESERVED*

11.2 In the event that the Recipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Recipient being named in statute as the required Recipient of a sole-source, public-private Agreement, then the Recipient shall provide an annual report to the Department due on or before June 30th.

11.2.1 An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Recipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Recipient's IRS Form 990.

11.2.2 Recipient understands and agrees that it must provide Department written notice detailing any change in executive compensation in the intervening period between annual reports.

***** *Remainder of Page Left Intentionally Blank* *****

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits, hereto, the parties have caused to be executed this AGREEMENT by the undersigned officials duly authorized:

FLORIDA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES

RECIPIENT

Joy B. Hicks
Signature

Signature

Director, Division of Administration
Title

Chairman
Title

9/29/2025
Date

Date

ATTEST:

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



Submit to:
Mosquito Control Program
MosquitoControlReports@FDAcs.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

**WILTON SIMPSON
COMMISSIONER**

Rule 5E-13.022, F.A.C.
Telephone: (850) 617-7933; Fax: (850) 617-7939

RECOMMENDED FOR APPROVAL:		FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 25		PREPARED BY: Annie Wallau		
DATE:		ENDING SEPTEMBER 30, 20 26		DATE: 9/24/25		
APPROVED BY: <i>Shalinda Woods</i>		COUNTY or DISTRICT: Clay		APPROVED BY: <i>[Signature]</i>		
DATE: 9/26/2025		FDACS Mosquito Control Program Representative		DATE: 9/21/25		
PAGE 1 OF 3		PROGRAM ELEMENTS				
ACCOUNT	TITLE	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE
RECEIPTS						
311	Ad Valorem (Current/Delinquent)		\$ 218,834.50	\$218,834.50		
334.1	State Grant		\$ 69,587.50		\$69,587.50	
362	Equipment Rentals		\$ -			
337	Grants and Donations		\$ -			
361	Interest Earnings		\$ -			
364	Equipment and/or Other Sales		\$ -			
369	Misc./Refunds (prior yr expenditures)		\$ -			
380	Other Sources		\$ -			
389	Loans		\$ -			
TOTAL RECEIPTS			\$ 288,422.00	\$218,834.50	\$69,587.50	\$ -
BEGINNING FUND BALANCE			\$ -	\$ -	\$ -	\$ -
TOTAL BUDGETARY RECEIPTS AND BALANCES			\$ 288,422.00	\$218,834.50	\$69,587.50	\$ -



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

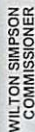
Rule 5E-13.022, F.A.C.

Telephone: (850) 617-7933; Fax: (850) 617-7939

Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32309-1550

RECOMMENDED FOR APPROVAL:	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 25 ENDING SEPTEMBER 30, 20 26	PREPARED BY: Annie Willau
DATE:	COUNTY or DISTRICT Clay	DATE: 9/24/25
APPROVED BY: <i>Shalinda Woods</i>		APPROVED BY: <i>[Signature]</i> County Manager, on behalf of Board of County Commissioners
DATE: 9/26/2025		DATE: 9/24/25

PAGE 2 OF 3						TO BE PAID FROM				PROGRAM ELEMENTS			
ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	LOCAL	STATE	GENERAL EXPENSE	CAPITAL					
EXPENDITURES													
10	Personal Services			\$ 10,100.00	\$ 10,100.00								
	Mosquito Control Director - 10 FTE												
20	Personal Services Benefits			\$ 2,622.00	\$ 2,622.00								
	FICA Taxes, Retirement, Insurance												
30	Operating Expense			\$ 275,700.00	\$ 206,112.50	\$ 69,587.50							
	Professional Services Contract												
40	Travel & Per Diem			\$ -									
41	Communication Serv			\$ -									
42	Freight Services			\$ -									
43	Utility Service			\$ -									
44	Rentals & Leases			\$ -									
45	Insurance			\$ -									
46	Repairs & Maintenance			\$ -									
47	Printing and Binding			\$ -									
48	Promotional Activities			\$ -									
49	Other Charges			\$ -									
51	Office Supplies			\$ -									
52.1	Gasoline/Oil/Lube			\$ -									
52.2	Chemicals			\$ -									
52.3	Protective Clothing			\$ -									
52.4	Misc. Supplies			\$ -									
52.5	Tools & Implements			\$ -									
54	Publications & Dues			\$ -									
55	Training			\$ -									
60	Capital Outlay			\$ -									
71	Principal			\$ -									
72	Interest			\$ -									
81	Aids to Government Agencies			\$ -									
83	Other Grants and Aids			\$ -									
89	Contingency (Current Year)			\$ -									
99	Payment of Prior Year Accounts			\$ -									
Other	Please Select Other Accounting Code												
Other	Please Select Other Accounting Code												
Other	Please Select Other Accounting Code												



Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

[illegible]

Program Name	Clay County	Fiscal Year	2025-2026
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II(c). Efficacy/Resistance Testing

Starting Life Stage	Type/Location (i.e. CDC Bottle Bioassay/In house)	Frequency	Mosquito spp. tested	A.I. tested
Adult	CDC Bottle Bioassay/In house	Annually	Cx. quinqs, Ae. aegypti & albos	Permethrin and Chlorpyrifos
Adult	Cage trials	Annually	Cx. quinqs, Ae. aegypti & albos	Permethrin and Chlorpyrifos

III. Biological Control and Source Reduction

Biological Control	Type (Fish spp., SIT)	Number of Release Sites	Total Number of Releases	Average Number per Release
	Gambusia	25	45	20
Source Reduction Efforts	Project Name/Type	Description of Work		

IV. Identification and Surveillance

Number of citizen service requests (Estimated average number)	220
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Identification

1. Number of employees capable of mosquito identification	4
2. Number of employees conducting mosquito identification	3
3. If none, what mechanisms do you use to identify mosquitoes? (i.e. UF IFAS, Contracted, other)	

Routine/Baseline Surveillance	Method (Trap type, landing rate etc.)	Number of locations	Frequency (i.e. weekly/ Mar-Oct)	Purpose (i.e. Baseline, Action Threshold)
	New Jersey Light Traps	10 set	weekly-all year	Action Threshold
	Dynatrap	10 set	weekly-all year	Action Threshold
	Gravid Traps	12 variable	weekly-all year	Action Threshold/Disease Testing
	Ovicups	20 variable	weekly-all year	Action Threshold
	CDC Light Traps	5 baseline	monthly Apr-Nov	Baseline
	BG Sentinel Traps	4 variable	variable	Vector species monitoring
Arboviral/Special Event (SE) Surveillance	Method (i.e. Trap type)	Type of cases responded to in past year (i.e. Arboviral or SE)	Past year total	Notes (if applicable)
	TBD			
Sentinel Chicken	Number of sites	Number of chickens at each site	Testing site (In house, FDOH or both)	Trap type utilized at sites

V. Outreach/Education

Public Relations/ Educational Programs	Event Type(s)/Program(s)	Frequency	Stakeholders	Primary Topic
	County Fair	Annually	Public	General program info, prevent & protect
	Hotline	Continuous	Public	For mosquito biting complaints
	Local Beekeepers	Annually	Beekeepers	Informational and apiary locations
	Bugs and Butterflies 4-H Camp	Annually	4-H children	mosquito and bug learning activities



INTEGRATED MOSQUITO MANAGEMENT PLAN

Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

Fiscal year:	2025-2026
Program:	Clay County
Completed by:	Caroline Efstathion Card

[illegible]

Program Name	Clay County
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Fiscal Year	2025-2026
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II(b). Chemical Inventory: Larvicides

[illegible]

Instruction Page

Pages 1 & 2 (complete each section as directed)

(I.) General Information

Completely fill out the general information section and be sure to provide the full name of the person completing and potentially updating this form. This information will automatically populate on the other pages.

II(a). Chemical Inventory: Adulterants

This section should include all adulterants which are either in inventory or will be purchased in the upcoming year. Please list the full product name on one line. If there are multiple active ingredients, list each on their own line with their percentages. If no more product will be purchased in the upcoming year, leave column H blank.

II(b). Chemical Inventory: Larvicides

Repeat the same process as the adulterants.

Page 3 (complete what is pertinent to your program)

II(c). Efficacy/Resistance Testing

Enter all resistance testing done for the program's jurisdiction whether in-house or sent to a separate entity. Starting stage will be the stage of mosquito that was collected originally (i.e. eggs with egg papers). If multiple mosquito species were tested, please list them on the same line. You may abbreviate if necessary. If you do not conduct this type of testing, leave blank.

III. Biological Control and Source Reduction

The biological control section should include any releases of mosquito-feeding fish, irradiated mosquitoes, or genetically-modified mosquitoes. Source Reduction will include any projects to reduce or remove mosquito breeding habitats such as debris removal or ditch digging. Leave blank if you do not conduct this type of control work.

IV. Identification and Surveillance

Citizen service requests include citizen complaints followed by a an inspection. If identification is conducted by a separate entity (i.e. FDACS), please note so on Line 29. Only surveillance conducted by the program must be reported. Fill in the surveillance sections based on the activity of the previous year.

V. Outreach/Education

List all outreach participated in during the previous year. This can include events presented at and/or attended. Events can include kiosk events, school presentations, etc. In addition, stakeholders can include the general public, students, personnel from other mosquito control programs, other government entities

Page 4 (specific to equipment purchased using state funds)

VI. Inventory of Equipment Purchased by State Funds

If you answered "yes" to the first question, please fill out the following table for all equipment purchased using state funds, even if only partially covered.

VI(b). Inventory of Equipment: Local Funds

Please fill out the following table for all equipment, vehicles, devices, etc. purchased with only local funds.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT:

A) Approval of BlueMedicare Group Master Agreement with Blue Cross and Blue Shield of Florida, Inc. (Florida Blue), regarding the group Medicare Advantage, Medicare Advantage Prescription Drug Plan, and/or stand-alone Medicare Prescription Drug Plan for retirees and covered dependents, effective 1/1/2026.

B) Additional approval of advance payment for the first premium payment.

Funding Source:

General Fund - Benefits - Retiree Insurance

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

This is an annual agreement for Medicare coverage for the County's retirees and retirees' dependents. Pursuant to this agreement and in consideration of premium payments made by the BOCC, Blue Cross Blue Shield of Florida, Inc. agrees to provide the coverage and/or benefits and premiums for the Medicare Plan(s) for covered retirees and dependents as follows:

Elite PPO: \$405.62 (\$362.16 in 2025 – 12% increase)

Elite Rx Only: \$215.45 (\$192.37 in 2025 – 12% increase)

Advanced Rx Only: \$157.44 (\$140.57 in 2025 – 12% increase)

The first premium payment is due prior to the 1/1/2026 effective date requiring advanced payment approval by the Board.

Is Funding Required (Yes/No):

Yes

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

Yes

Funding Source:

General Fund - Benefits - Retiree Insurance

Account No:

FD1000-CC1258-523300

Sole Source (Yes\No):

No

Advanced Payment

(Yes\No):

Yes

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Contracts_BlueMedicare	Cover Memo	10/8/2025	BlueMedicare_Master_Agreement_(1)dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	10/8/2025 - 4:28 PM	Item Pushed to Agenda



BLUEMEDICARE GROUP MASTER AGREEMENT

SECTION 1: INTRODUCTION

This BlueMedicare Group Master Agreement (this “Agreement”) describes the rights and obligations which you and Blue Cross and Blue Shield of Florida, Inc. (“Florida Blue”) have with respect to the group Medicare Advantage, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan (hereinafter, “Medicare Plan(s)”) coverage to be provided by us to your Covered Retirees and Covered Dependents.

References to “we”, “us”, “our,” and Florida Blue throughout this Agreement refer to Blue Cross and Blue Shield of Florida, Inc. In exchange for your payment of the Premium, we agree to provide the coverage and/or benefits specified in the Evidence of Coverage for the Medicare Plan(s) (“Evidence of Coverage”), a copy of which is attached to this Agreement. The coverage to be provided by us under the Group Plan which you have established is described in the Evidence of Coverage.

SECTION 2: DEFINITIONS

Certain terms defined in the Agreement are also used and defined (for the convenience of Covered Persons) in the Evidence of Coverage. If a word or phrase starts with a capital letter, it is either the first word in a sentence, a proper name, a title, or a defined term. The following defined terms apply to this Agreement:

Anniversary Date means the date one year after the Effective Date of coverage and subsequent annual anniversaries or such other date as mutually agreed to in writing by the parties.

Appeal means a request submitted by or on behalf of a Covered Person for a review of our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs.

CMS means the Centers for Medicare and Medicaid Services.

CMS Requirements means the provisions of Parts C and D of Title XVIII of the Social Security Act, CMS Medicare Part C and D regulations at 42 C.F.R. Parts 422 and 423, the CMS Managed Care and Prescription Drug Benefit Manuals, other CMS instructions and guidance and the provisions of Florida Blue’s contracts with CMS to offer the Medicare Plans.

Covered Dependent means an Eligible Dependent who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Retiree.

Covered Person means a Covered Retiree or a Covered Dependent.

Covered Retiree means an Eligible Retiree, who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Dependent.

Effective Date for the Group means 12:01 a.m. on the date specified on the last page of this Agreement and for Covered Persons means 12:01 a.m. on the date coverage will begin as specified in the Evidence of Coverage.

Eligible Dependent means an individual who meets and continues to meet all of the eligibility requirements described in the Evidence of Coverage.

Eligible Retiree means an individual who meets and continues to meet all of the eligibility requirements set forth in the Evidence of Coverage and is eligible to enroll as a Covered Retiree. An Eligible Retiree is not a Covered Retiree until actually enrolled and accepted for coverage as a Covered Retiree by us.

Enrollment Forms means those forms, electronic or paper, which are approved by us and used to maintain accurate enrollment files under the Agreement.

Grace Period means the sixty (60) calendar day period beginning on the date the Premium is due.

Grievance means a type of complaint submitted by a Covered Person (or other person eligible under CMS Requirements to submit a Grievance) about us or one of our network providers or pharmacies, including a complaint concerning the quality of care. This type of complaint does not involve coverage or payment disputes.

Group means the employer, labor union, association, partnership, corporation, department, other organization or entity through which coverage and benefits are issued by us.

Note: References to "you" or "your" throughout the first part of this Agreement also refer to the Group. References to "you" or "your" in the Evidence of Coverage refer to Eligible Retirees, Eligible Dependents, Covered Retirees and/or Covered Dependents depending on the context and intent of the specific provision.

Group Master Agreement or Agreement means the written document which is evidence of the entire agreement between the Group and Florida Blue whereby coverage and benefits are provided to Covered Persons.

Late Enrollment Penalty ("LEP") means an amount added to the Part D Premium of an individual who did not have Part D coverage or other creditable prescription drug plan when the individual first became eligible for Part D or who had a break in Part D or other creditable prescription drug coverage for at least 63 days.

Low Income Subsidy ("LIS") means the premium subsidy amount paid to us by CMS for qualifying Covered Persons with Medicare Part D coverage.

Medicare Plan means the group Medicare Advantage Plan, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan that you select.

Premium means the amount required to be paid by the Group to us for coverage under this Agreement.

Service Area means a geographic area where a Medicare Plan accepts members.

SECTION 3: ELIGIBILITY, ENROLLMENT, AND DISENROLLMENT

A. Eligibility Determination

Determination of whether an individual is an Eligible Retiree or Eligible Dependent will be a two-step process:

1. You will determine whether the individual is eligible to participate in the retiree group health benefit plan that you sponsor. For individuals meeting your eligibility criteria, you will promptly forward completed applications to us. You are responsible for complying with all applicable laws and regulations, including but not limited to the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, in making this eligibility determination. You must also comply with all eligibility guidelines included in the benefit administrative guide and Evidence of Coverage.
2. After receiving a complete application, we will process the application in accordance with CMS Requirements. An application must be approved by us and accepted by CMS for an individual to be enrolled in a Medicare Plan.

B. Distribution of Enrollment Materials

You may only distribute materials describing the Medicare Plan that we have provided to you or that we have approved in writing. You will distribute any pre-enrollment materials that we provide to you to each potential enrollee before collecting enrollment applications. Nothing in this Section will preclude you from making additional disclosures about your group health benefit plan as applicable to comply with ERISA, such as a wrap-around summary plan description or other plan document. If applicable, you are solely responsible for compliance with ERISA disclosure requirements in connection with the Medicare Plan(s).

C. Group Disenrollment

If you decide to disenroll all Covered Persons from a Medicare Plan, you must:

1. Notify all beneficiaries that you intend to disenroll them from the Medicare Plan. You will provide this notice at least twenty one (21) calendar days before the disenrollment. This notice will explain how to contact Medicare for information about other plan options that may be available. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.
2. Provide us with all information necessary to submit a complete disenrollment request transaction to CMS in accordance with CMS Requirements.
3. In the event of termination of this Agreement, provide advanced notice in accordance with Section 4 of this Agreement.

D. Individual Covered Person Disenrollment

Covered Persons may be disenrolled from a Medicare Plan by Florida Blue if they become ineligible for continued enrollment. Covered Persons may also be disenrolled if this Agreement terminates or if you

inform us that they are no longer eligible to participate in your retiree group health plan. If Florida Blue determines that a Covered Person is ineligible for continued enrollment or if you instruct us to disenroll an individual, you must:

1. Provide us with at least thirty (30) calendar days advanced notice of the ineligibility or disenrollment election of an individual; and
2. Provide the Covered Person(s) who will be disenrolled with at least twenty one (21) calendar days advanced notice of the termination and of other insurance options that are available to them. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.

The Covered Person will have the opportunity to elect another plan offered by us or by you, join Original Medicare, or join another carrier's Medicare Plan (by submitting an enrollment request to that organization).

SECTION 4: TERM AND TERMINATION

A. Term of Agreement and Renewal Process

This Agreement shall become effective as of the Effective Date provided: (1) that we accept your Group Application; and (2) that you pay the required initial Premium specified by us.

This Agreement shall continue in effect until the first Anniversary Date following the Effective Date unless terminated earlier as permitted by its terms. After the initial term, this Agreement shall automatically renew each succeeding year on the Anniversary Date for an additional one-year period unless:

1. At least sixty (60) calendar days prior to such Anniversary Date, you notify us that you do not want the Agreement to automatically renew; or
2. It is terminated as permitted by its terms.

At least ninety (90) calendar days before each Anniversary Date, we will provide you with notice of changes in Premium and benefits under the Medicare Plan for the upcoming year (the "Renewal Notice").

If this Agreement renews as specified above, all of its terms and provisions (including the Premium due) shall be amended to include the terms of the Renewal Notice, and the amended Agreement shall govern coverage as of the Anniversary Date. Payment of the new charges shall constitute acceptance of the change in Premium rates. This Agreement is conditionally renewable. This means that it automatically renews each year on your Anniversary Date unless terminated earlier in accordance with its terms.

B. Termination by Group

The Group may cancel this Agreement on its Anniversary Date by giving written notice to us at least sixty (60) calendar days in advance, unless we have initiated a termination for any of the reasons stated below.

C. Termination by Florida Blue

We may terminate this Agreement or refuse to renew for the following reasons:

1. **Failure to Pay Premiums.** You do not pay Premiums in accordance with its terms or we have not received timely Premium payments prior to the end of the Grace Period. Termination of this Agreement for failure to pay premiums shall be effective as of the end of the Grace Period. In the event of such termination, you are obligated to pay the following:
 - a. Any portion of the Premium due for coverage provided by us prior to termination; and
 - b. Any amounts otherwise due us.
2. **Fraud or Intentional Misrepresentation of Material Fact.** You perform an act, or engage in any practice, that constitutes fraud or make an intentional misrepresentation of material fact.
3. **Group Contribution and Participation and CMS Rules.** You do not comply with: (1) a material provision which relates to rules for Group contributions or Covered Person participation; or (2) any provision in this Agreement which relates to LIS or other CMS Requirements.
4. **Service Area.** There is no longer any Covered Person who lives, resides, or works in the Service Area.
5. **Termination or Non-renewal of the CMS Contract.** We will provide you with at least ninety (90) calendar days' notice upon termination or non-renewal of our contract with CMS.

Except as specifically provided in this Subsection 4.C, if we decide to terminate or not renew the Agreement based on one or more of the circumstances mentioned above, we will give you at least forty-five (45) calendar days advance written notice.

D. Notification of Termination to Covered Retirees

It is your obligation to immediately notify each Covered Person of any such termination of this Agreement for any reason, consistent with the requirements of Section 3 of this Agreement.

E. Representations Made By, and Obligations of, the Group

In agreeing to provide coverage in accordance with the terms of this Agreement, we rely on the representations you made when you applied for coverage with us and your representation that you have authority to act on behalf of all Covered Persons with respect to this Agreement. Consequently, every act by, agreement with, or notice given to, you will be binding on all Covered Persons. You agree that you shall offer to all Eligible Retirees the opportunity to become a Covered Person under this Agreement. You agree that, if requested by us, you will distribute the Evidence of Coverage and other coverage materials to Covered Persons.

SECTION 5: PAYMENT PROVISIONS

A. Monthly Invoice

We will prepare a monthly invoice of the Premium due on or before the due date. This monthly invoice will also reflect any prorated charges and credits resulting from changes in the number of Covered Persons and changes in the types of coverage that took place in the previous or current month.

If you become aware that a Covered Person will become ineligible, you must provide us with written notice of such ineligibility as described in Section 3 of this Agreement. You shall be liable to us for the Premium due for each individual enrolled in a Medicare Plan under this Agreement until the effective date of disenrollment, which is set by CMS Requirements.

You must pay the total amount of the invoice. Do not add names to an invoice, change coverage or pay for a retiree or dependent whose name does not appear on the invoice. No changes can be made to a Group invoice unless a signed application form is on file and submitted to Florida Blue. Payment shall be for the total amount of the Group invoice.

B. Payment Due Date

The first Premium payment is due before the Effective Date of the Agreement. Each following payment is due monthly unless you agree with us in writing on some other method and/or frequency of payment. The Premium is due and payable on or before the first day of each succeeding calendar month to which such payments apply.

C. Grace Period

This Agreement has a sixty (60) calendar day Premium payment Grace Period, which begins on the date the Premium payment is due. If we do not receive the required Premium payment on or before the date it is due, it may be paid during this Grace Period. Coverage will stay in force during the Grace Period. If Premium payments are not received by the end of the Grace Period, we will terminate this Agreement and proceed with the disenrollment of Covered Persons as described in Section 3 of this Agreement.

D. Changes in Premium

Premium rates may be changed on your Anniversary Date as described in Section 4.A above regarding renewal.

E. Other Rules Regarding the Payment of Premiums

1. CMS rules govern the effective date of any disenrollment of a Covered Person under this Agreement, and we are not required to retroactively terminate this Agreement or coverage for any Covered Person.
2. If full payment of the Premium is not paid when due, this Agreement may be terminated as described in Section 4 of this Agreement.

F. Premium Subsidization

You may subsidize Premium amounts charged to Eligible Retirees. You are responsible for compliance with all applicable laws and regulations relating to your subsidy of Premiums, including ERISA and CMS Requirements, as applicable. You acknowledge and agree that Premium subsidization may vary for different classes of Eligible Retirees only if such classes are reasonable and based on objective business criteria. You represent and warrant that you will not vary Premium subsidization based on any Covered Person's eligibility for LIS. Further, you will not vary Premium subsidization for individuals within a given class of Eligible Retirees. In no case will you charge an Eligible Retiree more than the sum of the monthly Premium that we charge you for the Medicare Plan benefits.

G. Low Income Subsidy

You will comply with the following requirements in connection with LIS:

1. You are required to pass through any LIS payments received from CMS to reduce the Premium amount that the Covered Retiree pays. You will first apply any LIS amounts to a Covered Person's share of Premium. You may not benefit from any LIS amount until the Premium for a Covered Person (including amounts for the non-drug benefits in a combined Medicare Advantage Prescription Drug Plan) paid by a Covered Retiree is reduced to zero (\$0.00).
2. You are responsible for reducing up-front Premium contributions that you collect from Covered Retirees for any Covered Persons eligible for LIS. In limited situations where you are unable to reduce the up-front Premium contribution (*e.g.* if LIS is awarded retroactively), you will directly refund the LIS amount to the Eligible Retiree within fifteen (15) calendar days of the date you receive the LIS amount from Florida Blue.

H. Late Enrollment Penalty (LEP)

The Premium for an individual Covered Person may be higher if the Covered Person is assessed an LEP for not enrolling in Part B in a timely manner. This higher Premium will be reflected on the bill you receive from us.

I. Premium Billing

You will be responsible for the payment of the "Total Monthly Premium per Covered Retiree" of all Group members. The Total Monthly Premium may be less for Covered Persons who qualify for LIS as defined by CMS. You will also be responsible for any LEP charges that Group members have been assessed by CMS. The first Premium charge is payable before the Effective Date of this Agreement. Monthly charges are payable on the first day of each following month during the time this Agreement is in effect.

J. Retroactive Premium Adjustment

The monthly charge will be determined from our records by the number of Covered Retirees who have been confirmed through the CMS enrollment transaction process. Retroactive adjustments will be made for additions and terminations of Covered Retirees and for Covered Retirees who have been confirmed through the CMS enrollment transaction process after the initial billing statement. Any refund that is owed to a Covered Retiree must come from the Group, unless the Covered Retiree is billed directly by us. Florida Blue will only adjust the amount due of a Group and will not refund Premium(s) paid to a Covered Retiree, unless we mutually agree that a Covered Retiree is to be directly billed by Florida Blue. You must refund to Covered Retirees any amounts received from us that are due to Covered Retirees in a timely manner.

SECTION 6: HOST BLUE PLANS

A. Out-of-Area Services – Medicare Advantage

We have relationships with other Blue Cross and/or Blue Shield Licensees ("Host Blues") referred to generally as the "Inter-Plan Medicare Advantage Program." This Program operates under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). When members access

healthcare services outside the geographic area we serve, the claim for those services will be processed through the Inter-Plan Medicare Advantage Program. The Inter-Plan Medicare Advantage Program available to members under this agreement is described generally below.

B. Member Liability Calculation

When you receive Covered Services outside of our service area from a Medicare Advantage PPO network provider, the cost of the service, on which member liability (copayment/coinsurance) is based, will be either:

- The Medicare allowable amount for covered services; or
- The amount either we negotiate with the provider or the Host Blue negotiates with its provider on behalf of our members, if applicable. The amount negotiated may be either higher than, lower than, or equal to the Medicare allowable amount.

C. Nonparticipating Healthcare Providers Outside Our Service Area

When Covered Services are provided outside of our service area by nonparticipating healthcare providers, the amount(s) a member pays for such services will be based on either the payment arrangements, described above, for Medicare Advantage PPO network providers, Medicare's limiting charge where applicable or the provider's billed charge. In these situations, the member may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment we will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

SECTION 7: GENERAL PROVISIONS

A. Administration and Record Retention

You must provide us with any information we need to administer the coverage and/or benefits to be provided or needed to compute the Premium due. While this coverage is in force, we have the right, at any reasonable time, to examine your records on any issues necessary to verify information provided by you. You must retain all records relating to this Agreement, including but not limited to those relating to LIS administration, for the current calendar year plus an additional ten (10) years.

B. Assignment and Delegation

You may not assign, delegate or otherwise transfer this Agreement and the obligations hereunder without our written consent. Any assignment, delegation, or transfer made in violation of this provision shall be void. We may assign, delegate, or otherwise transfer this Agreement to our successor in interest or an affiliated entity without your consent at any time.

C. Authorization

Where this Agreement requires that an act involving the administration of coverage and/or benefits be authorized or approved by us, such authorization or approval shall be considered given when provided in writing by a duly authorized officer of Florida Blue or his or her designee.

D. Evidence of Coverage

We will provide an Evidence of Coverage and ID Card for each Covered Retiree. The Evidence of Coverage will describe the coverage and benefits to be provided to Covered Persons by us.

You agree that, if requested by us, you will distribute the Evidence of Coverage (and any Endorsements to it) and other coverage materials to Covered Persons.

E. Grievance and Appeals Process

We have established and will maintain a process for hearing and resolving Grievances and Appeals raised by Covered Persons in accordance with CMS requirements. Details regarding this process are provided in the Evidence of Coverage.

F. Changes to the Agreement

Florida Blue may make any changes to this Agreement that are necessary to meet CMS Requirements (“CMS Mandated Amendments”) with sixty (60) calendar days advanced written notice to you. Such changes shall become effective as amendments to this Agreement upon expiration of this sixty (60) calendar day notice period.

Except in the case of (a) CMS Mandated Amendments or (b) Renewal Notices as described in Section 4.A., no person may change, modify, or revise the written terms or provisions of this Agreement unless such change is made by a written amendment signed by one of our duly authorized officers. For example, no Eligible Retiree or agent of Florida Blue or the Group can change or waive the written terms or provisions of this Agreement except as stated in the first sentence of this paragraph.

G. Furnishing and Maintaining Enrollment Records

You must provide any information required by us for the purpose of creating and maintaining enrollment records, processing terminations, and recording changes in family status. In addition, you and each Eligible Retiree must submit accurate and complete Enrollment Forms on a timely basis. You are responsible for collecting the Enrollment Forms, reviewing them for accuracy and completeness, and forwarding them to us, along with the applicable Premium payment. All enrollment record information which is relevant to the eligibility or coverage status of any individual must be made available to us for inspection and copying upon request.

H. Errors or Delays

Clerical errors or delays by us in maintaining enrollment records regarding Covered Persons will not invalidate coverage which would otherwise be validly in force or continue coverage which would otherwise be validly terminated, provided you have furnished us with timely and accurate enrollment information. Errors or delays by you in furnishing accurate enrollment information to us will not affect our right to strictly enforce any and all eligibility requirements.

I. Entire Agreement

This Agreement sets forth the exclusive and entire understanding and agreement between the parties and shall be binding upon the Covered Persons, the parties, and any of their subsidiaries, affiliates, successors,

heirs, and permitted assigns. All prior negotiations, agreements, and understandings are superseded hereby. No oral statements, representations, or understanding by any person can change, alter, delete, add or otherwise modify the express written terms of this Agreement, which includes the terms of coverage and/or benefits set forth in the Evidence of Coverage, the Schedule of Benefits, and any other attachments, amendments or riders.

J. Financial Responsibilities of the Group

We reserve the right to recover any benefit payments made to or on behalf of any individual whose coverage has been terminated. Our recovery efforts may relate to benefit payments made for health care services rendered subsequent to the Covered Person's termination date and prior to the date notice of coverage termination is required to be made by you. Your cooperation with and support such recovery efforts is required.

In the event that you do not comply with the notice requirements set forth in Subsection 5.A (Monthly Invoice), you shall be solely liable to us for Premium due until the effective date established by CMS for a Covered Person's disenrollment.

K. Indemnification

You shall hold harmless and indemnify Florida Blue, against all claims, demands, liabilities, or expenses (including reasonable attorney fees and court costs), which are related to, arise out of, or are in connection with any of your acts or omissions, or acts or omissions of any of your employees, retirees or agents, in the performance of your obligations under this Agreement. We are not your agent, nor are you our agent, for any purpose. This paragraph shall only apply to the extent allowed under Florida Statutes § 768.28.

L. Representations on the Group Application and the Enrollment Forms

We rely on the information you and your Eligible Retirees provide to determine whether to issue coverage; the appropriate Premium and financing method; and eligibility for coverage. All such information must be accurate, truthful, and complete. Statements made on the Enrollment Forms are representations and not warranties.

We may cancel, terminate, or void this Agreement if the information which you provide is fraudulent, or if you make an intentional misrepresentation.

M. Reservation of Right to Contract

We reserve the right to contract with any individuals, corporations, associations, partnerships, or other entities for assistance with the servicing of coverage and benefits to be provided by us or obligations due, under this Agreement.

N. Service Mark

You, on behalf of the Group and its Covered Retirees, hereby expressly acknowledge your understanding that this Agreement constitutes a contract solely between you and Florida Blue. We are an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting us to use the Blue Cross and Blue Shield Service Mark in the state of Florida and that we are not contracting as the agent of the

Association. You further acknowledge and agree that you have not entered into this contract based upon representations by any person other than us and that no person, entity, or organization other than us shall be held accountable or liable to you for any of our obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on our part other than those obligations created under other provisions of this Agreement.

O. Third Party Beneficiary

This Agreement was entered into solely and specifically for the benefit of Florida Blue and the Group. The terms and provisions of the Agreement shall be binding solely upon, and inure solely to the benefit of, Florida Blue and the Group, and no other person shall have any rights, interest or claims under this Agreement, including the Evidence of Coverage, or be entitled to sue for a breach thereof as a third-party beneficiary or otherwise. Florida Blue and the Group hereby specifically express their intent that health care providers that have not entered into contracts with Florida Blue to participate in Florida Blue's provider networks shall not be third-party beneficiaries under this Agreement, including the Evidence of Coverage.

P. Inspection and Audit

You shall permit CMS, The U.S. Department of Health and Human Services, the Comptroller General, or their designees, to inspect, evaluate, and audit any of your books, contracts, medical records, patient care documentation, documents, papers, and other records pertaining to coverage by providing records to Florida Blue, which will submit the records to CMS. This right to inspect, evaluate, and audit shall extend ten (10) years from the expiration or termination of the Agreement or completion of final audit, whichever is later, unless otherwise required by applicable law.

Q. Benefit Administrator Guide

We will provide you with a Benefit Administrator Guide, which provides details related to how your plan is administered and your responsibilities as a benefit administrator.

R. Member Communications and Campaigns

We may send CMS required or Florida Blue member communications without your consent. Samples of all required materials are available upon request for informational purposes.

We may also contact Covered Persons by telephone regarding any Florida Blue campaign and any campaign approved by the Florida Office of Insurance Regulation and/or CMS, as applicable. We will notify you of the campaign prior to making contact with members.

S. COBRA

You are solely responsible for determining when individuals are eligible for coverage under a Medicare Plan pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). You will notify us promptly of any COBRA elections. For more information on your COBRA responsibilities refer to the Benefit Administrator Guide.

* * * * *

In consideration of the payment of Premiums when due and subject to all of the terms of this Agreement, Blue Cross Blue Shield of Florida, Inc. hereby agrees to provide each enrollee of ***Clay County BOCC***. The benefits of this Agreement as set forth in the Evidence of Coverage beginning on each enrollee's effective date.

The Group has selected the following plan and premium:

Elite PPO/Rx ***\$405.62***

Elite Rx ***\$215.45***

Advanced Rx ***\$157.44***

The Group's Agreement is effective as of ***01/01/2026***

IN WITNESS WHEREOF, the parties have executed this Agreement as of dates listed below.

Blue Cross Blue Shield of Florida, Inc.
(DBA Florida Blue)

Clay County BOCC #63491

By:

By:

(Signature)

(Signature)

Name: Andrea Davis
(Please Print or Type)

Name: Betsy Condon, Chairman
(Please Print or Type)

Title: Vice President, Medicare Product Growth & Ops.

Date: _____

Date: _____

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, October 14 4:00 PM

TO: Board of County Commissioners

DATE: 9/25/2025

FROM: Megan Covey, Grants
Director

SUBJECT:

A) Approval of the Grant with the Federal Emergency Management Agency (FEMA) for \$2,445,763.71 to hire 15 new firefighters under the FY24 SAFER Grant. This is a cost share grant with a match requirement of \$1,520,339.64.

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

C) Approval of the accompanying budget resolution.

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Contracts_SAFER Grant Award Letter	Cover Memo	10/7/2025	2024_SAFER_Grant_Award_Letterr_(1)dsada.pdf
▢ Contracts_SAFER Resolution	Cover Memo	10/8/2025	Resolution_-_SAFER_Grant_FY24_(1)dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	10/8/2025 - 4:29 PM	Item Pushed to Agenda

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/24/2025



Lorin Mock
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
P. O. BOX 1366
GREEN COVE SPRINGS, FL 32043

EMW-2024-FF-01340

Dear Lorin Mock,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (FF) Grant funding opportunity has been approved in the amount of \$2,445,763.71 in Federal funding.

As a condition of this award, you are required to contribute non-Federal funds equal to or greater than the non-Federal share percentage in the following table:

Year	Non-Federal Share: Percentage of <u>Actual</u> Costs	Federal Share: Percentage of <u>Actual</u> Costs
First Year	25%	75%
Second Year	25%	75%
Third Year	65%	35%

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FF Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,



Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Summary Award Memo

Program: Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response

Recipient: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

UEI-EFT: HE97WJAYNQ69

Award number: EMW-2024-FF-01340

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Position Cost Limit

The usual cost of a first-year firefighter in your department at the time your application was submitted was \$1,322,034.45. The maximum amount of Federal funding provided to the recipient is limited to the following:

Year	Federal Funding Cap Percent	Federal Funding Cap Amount per Firefighter
First Year	75%	\$991,525.83
Second Year	75%	\$991,525.83
Third Year	35%	\$462,712.05

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The cost share amounts described in this award letter are based on the approved total project cost; however, the Federal funding available is limited based on the applicable position cost limit and the applicable cost share as applied to actual costs.

The following are the total approved budgeted estimates for object classes for all funded firefighter positions for this award (including Federal share plus your cost share, if applicable, as applied to the estimated costs):

Object Class	First Year	Second Year	Third Year	Total
Personnel	\$745,224.45	\$745,224.45	\$745,224.45	\$2,235,673.35
Fringe benefits	\$576,810.00	\$576,810.00	\$576,810.00	\$1,730,430.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
Federal	\$991,525.83	\$991,525.83	\$462,712.05	\$2,445,763.71
Non-federal	\$330,508.62	\$330,508.62	\$859,322.40	\$1,520,339.64
Total	\$1,322,034.45	\$1,322,034.45	\$1,322,034.45	\$3,966,103.35

Program Income	\$0.00
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Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FF NOFO.

Approved request details:

Hiring of Firefighters

New, Additional Firefighter(s)

BENEFITS FUNDED

These positions are considered full-time, with each operational career member working an average of 2,912 hours per year, well exceeding the 2,080 hours per year threshold for full-time employment. The benefits provided to first-year firefighters, as defined by the collective bargaining agreement with the International Association of Firefighters, Local #3362, include: Health Insurance: Employee Only: \$10,408.68 annually Employee Plus Spouse: \$18,243.36 annually Employee Plus Child: \$16,218.96 annually Family Coverage: \$24,741.84 annually Dental Insurance: Employee Only: \$390.00 annually Family Coverage: \$1,245.00 annually Vision Insurance: Employee Only: \$78.00 annually Family Coverage: \$208.00 annually Life Insurance: County-provided: \$50,000 coverage at a cost of \$129.60 annually. Optional additional coverage (up to \$200,000) purchasable by employee at \$3.00 per \$10,000 increment. Optional family coverage (spouse up to \$10,000, children up to \$5,000) purchasable by employee at \$2200 per family member. Florida State Retirement System (FRS) Access: Employee FICA: \$3,800.00 annually Retirement/Pension Contribution: \$16,290.00 annually Paid Leave: Regular compensation for vacation leave, sick leave, military leave, and the option to "sell back" unused leave time.

NUMBER OF FIREFIGHTERS	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
15	\$49,681.63	\$38,454.00	\$88,135.63
3 YEAR TOTAL			
\$3,966,103.35			

Agreement Articles

Program: Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response

Recipient: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

UEI-EFT: HE97WJAYNQ69

Award number: EMW-2024-FF-01340

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Article 1	<p>Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications</p> <p>I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.</p>
Article 2	<p>General Acknowledgements and Assurances</p> <p>Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.</p>
Article 3	<p>Acknowledgement of Federal Funding from DHS</p> <p>Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.</p>
Article 4	<p>Activities Conducted Abroad</p> <p>Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.</p>
Article 5	<p>Age Discrimination Act of 1975</p> <p>Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>

Article 6**Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7**Best Practices for Collection and Use of Personally Identifiable Information**

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS**

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9**Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.

Article 10**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11**Communication and Cooperation with the Department of Homeland Security and Immigration Officials**

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12	<p>Copyright</p> <p>Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.</p>
Article 13	<p>Debarment and Suspension</p> <p>Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
Article 14	<p>Drug-Free Workplace Regulations</p> <p>Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>
Article 15	<p>Duplicative Costs</p> <p>Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.</p>
Article 16	<p>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</p> <p>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.</p>
Article 17	<p>Energy Policy and Conservation Act</p> <p>Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>

Article 18	<p>Equal Treatment of Faith-Based Organizations</p> <p>It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.</p>
Article 19	<p>Anti-Discrimination</p> <p>Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means “diversity, equity, and inclusion.” (b) DEIA means “diversity, equity, inclusion, and accessibility.” (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.</p>
Article 20	<p>False Claims Act and Program Fraud Civil Remedies</p> <p>Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)</p>
Article 21	<p>Federal Debt Status</p> <p>All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.</p>

Article 22	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 26	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov .

Article 27	<p>Lobbying Prohibitions</p> <p>Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).</p>
Article 28	<p>National Environmental Policy Act</p> <p>Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.</p>
Article 29	<p>National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254</p> <p>(1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”</p>
Article 30	<p>Non-Supplanting Requirement</p> <p>Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.</p>
Article 31	<p>Notice of Funding Opportunity Requirements</p> <p>All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.</p>

Article 32	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	Presidential Executive Orders Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
Article 34	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 35	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	Reporting Recipient Integrity and Performance Matters If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	Reporting Subawards and Executive Compensation For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (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. (2) 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. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	<p>SAFECOM</p> <p>Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.</p>
Article 40	<p>Subrecipient Monitoring and Management</p> <p>Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.</p>
Article 41	<p>System for Award Management and Unique Entity Identifier Requirements</p> <p>Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.</p>
Article 42	<p>Termination of a Federal Award</p> <p>(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.</p>
Article 43	<p>Terrorist Financing</p> <p>Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.</p>

Article 44	Trafficking Victims Protection Act of 2000(TVPA) Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56 Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49**Applicability of DHS Standard Terms and Conditions to Tribal Nations**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50	<p>Acceptance of Post Award Changes</p> <p>In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.</p>
Article 51	<p>Disposition of Equipment Acquired Under the Federal Award</p> <p>When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).</p>
Article 52	<p>Prior Approval for Modification of Approved Budget</p> <p>Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.</p>
Article 53	<p>Indirect Cost Rate</p> <p>2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.</p>

Article 54 Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55 Award Performance Goals

FEMA will measure the recipient's performance of the grant by comparing the firefighter hiring activities of new, additional firefighters, rehire laid off firefighters, or retain firefighters facing layoff OR recruitment and retention activities of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients increased compliance with the National standards described in the NOFO.

Article 56**Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled "Termination of a Federal Award." The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;

ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;

iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;

iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;

v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or

vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.

vii. If the awardee falls out of compliance with the Agency's statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the subrecipient fails to comply with the terms and conditions of the federal

award.

b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).

b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.

Article 57 Payment Information (Updated)

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number

2. Total amount requested for drawdown

3. Purpose of drawdown and timeframe covered (must be within the award performance period)

4. Subrecipient Funding Details (if applicable).

- Is funding provided directly or indirectly to a subrecipient?
- If no, include statement "This grant funding is not being directed to a subrecipient."
- If yes, provide the following details:
 - The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.
 - Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.
 - Whether the payment request includes an activity involving support to aliens?
 - Whether the subrecipient has any diversity, equity, and inclusion practices.

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

Article 58

Non-Applicability of Specific Agreement Articles

Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award:

1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials.
2. Paragraph (2)(a)(iii) of Anti-Discrimination.

Article 59

Non-Applicability of Specific Agreement Articles

Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award:

Termination of a Federal Award

The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled "Termination of the Federal Award", or "Termination of the Federal Award (Updated)" applies to this grant award.

Obligating document

1. Agreement No. EMW-2024-FF-01340	2. Amendment No. N/A	3. Recipient No. 596000553	4. Type of Action AWARD	5. Control No. WX02142N2025T		
6. Recipient Name and Address CLAY COUNTY BOARD OF COUNTY COMMISSIONERS 477 HOUSTON ST FL 4 GREEN COVE SPRINGS, FL 32043		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742			
9. Name of Recipient Project Officer Lorin Mock	9a. Phone No. 9045091572	10. Name of FEMA Project Coordinator Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program		10a. Phone No. 1-866-274-0960		
11. Effective Date of This Action 09/24/2025	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 03/23/2026 to 03/22/2029 Budget Period 03/23/2026 to 03/22/2029			
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FF	97.083	2025-FF-GF01 - P410-xxxx-4101-D	\$0.00	\$2,445,763.71	\$2,445,763.71	\$1,520,339.64
Totals			\$0.00	\$2,445,763.71	\$2,445,763.71	\$1,520,339.64
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Stacey Street, Deputy Assistant Administrator Grants Program Directorate	09/24/2025

CLAY COUNTY RESOLUTION NO. 2025/2026-

WHEREAS, the following revenue from the U.S. Department of Homeland Security was not anticipated when the 2025/2026 budget was approved, and

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

WHEREAS, these funds are to be used to support fifteen (15) new Clay County firefighters.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Clay County, Florida, that pursuant to Section 129.06(2)(d) of the Florida Statutes, the following budget be adopted.

REVENUE

Prior Fund Total:			\$	168,770,733
Additions to General Fund (FD1000)				
General Fund / All Grants Organization / Staffing for Adequate Fire and Emergency Response (SAFER) FY24 / SAFER FY24 / Federal Grants – Public Safety	FD1000-CC1233-PRJ100888-GR010198-RC331200		\$	743,657
Amended Total Revenue			\$	169,514,390

Prior Fund Total:			\$	15,038,112
Additions to Fire Control MSTU Fund (FD1030)				
Fire Control MSTU Fund / All Grants Organization / Staffing for Adequate Fire and Emergency Response (SAFER) FY24 / SAFER FY24 / Federal Grants – Public Safety	FD1030-CC1233-PRJ100888-GR010198-RC331200		\$	247,886
Amended Total Revenue			\$	15,285,998

APPROPRIATION

Prior Fund Total:			\$	168,770,733
Additions to General Fund (FD1000)				
General Fund / All Grants Organization / Staffing for Adequate Fire and Emergency Response (SAFER) FY24 / SAFER FY24 / Regular Salaries	FD1000-CC1233-PRJ100888-GR010198-SC512000		\$	419,201
General Fund / All Grants Organization / Staffing for Adequate Fire and Emergency Response (SAFER) FY24 / SAFER FY24 / Fringes	FD1000-CC1233-PRJ100888-GR010198-SC522002		\$	324,456
Amended Total Appropriation			\$	169,514,390

Prior Fund Total:		\$	15,038,112
Additions to Fire Control MSTU Fund (FD1030)			
Fire Control MSTU Fund / All Grants Organization / Staffing for Adequate Fire and Emergency Response (SAFER) FY24 / SAFER FY24 / Regular Salaries	FD1030-CC1233- PRJ100888- GR010198-SC512000	\$	139,734
Fire Control MSTU Fund / All Grants Organization / Staffing for Adequate Fire and Emergency Response (SAFER) FY24 / SAFER FY24 / Fringes	FD1030-CC1233- PRJ100888- GR010198-SC522002	\$	108,152
Amended Total Appropriation		\$	15,285,998

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 14th day of October, 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, October 14 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Megan Covey, Grants Director

SUBJECT:

Approval to submit grant application for the State Aid to Libraries Grant Program for FY25-26 and execute the Grant Agreement with the State of Florida, Department of State, Division of Library and Information Services and Certification of Hours and Certification of Credentials. Award amount is based on the Clay County Public Library System's operational budget and State funding availability. Grant funds will support library operational costs.

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Contracts_State Aid to Libraries	Cover Memo	10/8/2025	State_Aid_to_Libraries_Grant_Agreement_(1)DSADA.pdf
▢ Contracts_State Aid to Libraries Cert Credentials	Cover Memo	10/8/2025	State_Aid_to_Libraries_Certification_of_Credentials_(1)DSADA.pdf
▢ Contracts_State Aid to Libraries Cert Hours	Cover Memo	10/8/2025	State_Aid_to_Libraries_Certification_of_Hours-Services_(1)DSADA.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	10/8/2025 - 4:29 PM	Item Pushed to Agenda

**STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Clay County Board of County Commissioners for and on behalf of Clay County
Public Library System**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Clay County Board of County Commissioners for and on behalf of Clay County Public Library System, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2025-26 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2023 - September 30, 2024.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2023 through June 30, 2026. The Grantee shall:

- o Have a single administrative head employed full time by the library's governing body;
- o Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- o Provide access to materials, information and services for all residents of the area served; and
- o Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task :

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2023 through June 30, 2026. The Grantee will:

- Have expended funds to provide free library service during the period October 1, 2023 - September 30, 2024;
- Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2023 - September 30, 2024 only;
- Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- Provide the Certification of Credentials for the Single Administrative Head; and
- Provide a Certification of Hours, Free Library Service and Access to Materials.

- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2023 to June 30, 2026, unless terminated in accordance with the provisions of Section 30 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2023) and concludes with the end of the State of Florida's current fiscal year (June 30, 2026).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2023 – September 30, 2024) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Tom Peña, Grant Programs Supervisor
Florida Department of State
R.A. Gray Building
Mail Station # 9D
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: Thomas.Pena@dos.fl.gov

For the Grantee:

Mary Canfield
Clay County Public Library System
1895 Town Center Boulevard Fleming Island Florida 32003
Phone: 904.671.3025
Email: mary.canfield@claycountygov.com

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the “Fiscal Year 2025-26 State Aid to Libraries Final Grants” document (Attachment B), which shall be paid by the Division in consideration for the Grantee’s minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization Form (form number DFS-AI-26E, rev 3/2022), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-ai-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16. The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit fivendor.myfloridacfo.com. **A copy of the Grantee’s Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.
9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc., created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, which is administered by the Florida Department of State’s Division of Library and Information Services.”
10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in

the Department of Financial Services' Reference Guide for State Expenditures (as of October 2022), incorporated by reference, which are available online at myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of October 2022) myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2, incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Thomas Peña, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, Florida 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at dosgrants.com.
15. **Retention of Grant Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the closeout of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

- 18. Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.
- 19. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds.
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If the Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
 - c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d) The name of the account(s) must include the grant award number.
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets.
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
- 20. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 21. Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or

permitted to be agents, servants, joint venturers or partners of the Division.

- 24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
 - b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 25. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
- 26. Prohibition of Expenditures to a Library Association.** Expenditure of project funds (grant funds and local match funds) must not be used for an activity related to a library association. This prohibition does not apply to expenditure of project funds related to a library cooperative that receives state moneys under sections 257.40-257.42, *Florida Statutes*. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.
- 27. Total Compensation Paid to Non-Profit Personnel.** Per Section 216.1366, *Florida Statutes*, all non-profit organizations as defined in Section 215.97(2)(m), *Florida Statutes*, shall complete and return to the division within 30 days of the execution of this grant agreement the "Total Compensation Paid to Non-Profit Personnel Using State Funds" report, incorporated by reference, which shall satisfy the requirement to provide documentation that indicates the amount of state funds:
- a) Allocated to be used during the full term of the agreement for remuneration to any member of the board of directors or an officer of the contractor.
 - b) 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.

Non-Profit organization grantees shall complete a Total Compensation Paid to Non-Profit report for each required filer for the invoice period covered by the Payment Request.

The grantee shall also post their reports on their website, and the public agency shall make the reports available to the public on the internet.

28. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
29. **Breach of Agreement.** The Division shall demand the return of grant funds already received, shall withhold subsequent payments and/or shall terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
30. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division shall terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee shall be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
31. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
32. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
33. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
 - a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 must follow all formal procurement processes as outlined in Section 287.057, *Florida Statutes*.

- 34. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 35. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 36. **Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of January 2023)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 37. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 38. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2024)), incorporated by reference).
- 39. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 40. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
 - a) This Agreement
 - b) Florida Single Audit Act Requirements (Attachment A)
 - c) Fiscal Year 2025-26 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:

Department of State

By: _____

By: _____

Chair of Governing Body or Chief Executive Officer

Betsy Condon, Chairman

Amy L. Johnson, Director
Division of Library and Information Services
Department of State, State of Florida

Typed name and title

Date

Date

ATTEST

Clerk or Chief Financial Officer

Witness

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

Date

Date

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State 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 State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff 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 nonprofit organization as defined in 2 *CFR* §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 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* 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State 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 State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 *CFR* 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 *CFR* 200.514, will meet the requirement 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 \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 *CFR* 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 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 other than federal entities).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State 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 State, 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. For 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), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.*, and Chapters 10.550 (local governmental entities) and 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 years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, 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, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 *CFR* 200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at <https://dosgrants.com>.
 - B. The Federal Audit Clearinghouse (FAC) as provided in 2 *CFR* 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State via the DOS Grants System at <https://dosgrants.com>.

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

3. Any reports, management letter, or other information required to be submitted to the Department of State 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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 *CFR* 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;

CSFA Number. 45.030

Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT B
Fiscal Year 2024-25 State Aid to Libraries Final Grants

Florida Administrative Code

1B-2.011 Library Grant Programs.

(1) This rule provides procedures for library grant programs administered by the Division of Library and Information Services (Division). Each program shall be governed by guidelines which contain information on eligibility requirements, application review procedures, evaluation and funding criteria, grant administration procedures, if applicable, and application forms. All grant awards shall be subject to final approval by the Secretary of State.

(2) Applicants for grants shall meet the eligibility and application requirements as set forth in the following guidelines for each grant program:

(a) State Aid to Libraries Grant Guidelines, <http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx>, effective xx-xxxx, which contain guidelines and instructions; Certification of Credentials – Single Library Administrative Head (Form DLIS/SA01), effective xx-xxxx; Grant Agreement (Form DLIS/SA02), effective xx-xxxx; Annual Statistical Report Form for Public Libraries (Form DLIS/SA03), <http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx>, xx-xxxx; Certification of Hours, Free Library Service and Access to Materials (Form DLIS/SA04), <http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx>, effective xx-xxxx.

(b) Public Library Construction Grants Guidelines, <http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx>, effective xx-xxxx, which contains guidelines and instructions; and Public Library Construction Grant Agreement (Form DLIS/PLC01), <http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx>, effective xx-xxxx.

(c) Library Cooperative Grant Guidelines, <http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx>, effective xx-xxxx, which contains guidelines and instructions; Annual Statistical Report Form for Multitype Library Cooperatives (Form DLIS/LCG01), effective xx-xxxx; Grant Agreement (Form DLIS/LCG02), <http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx>, effective xx-xxxx; and the Florida Library Information Network Manual <http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx>, effective xx-xxxx.

(d) The Library Services and Technology Act Grant Guidelines, <http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx>, effective xx-xxxx, which contains guidelines and instructions, Library Services and Technology Act Grant Agreement (Form DLIS/LSTA01) <http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx>, effective xx-xxxx, MLS Certification (Form DLIS/LSTA02), <http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx>, effective xx-xxxx, and Certification Regarding Trafficking in Persons (Form DLIS/LSTA03).

(e) The Community Libraries in Caring Program Application, <http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx>, effective 04-10-12; which contains instructions and application (Form DLIS/CLIC01), effective 04-10-12; Annual Report (Form DLIS/CLIC02), effective 04-10-12; and Grant Agreement (Form DLIS/CLIC03), <http://www.flrules.org/Gateway/reference.asp?No=Ref-xxxx>, effective 04-10-12.

(3) Guidelines and forms in this rule are incorporated by reference and may be obtained from the Director of the Division, Florida Department of State, Division of Library and Information Services, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250.

(4) The Division of Library and Information Services will waive the financial matching requirements on grants for rural communities that have been designated in accordance with Sections 288.0656 and 288.06561, F.S. Eligible communities applying for Library Services and Technology Act grants and Library Construction grants must request waiver of matching requirements at the time of grant application.

Rulemaking Authority 257.14, 257.191, 257.192, 257.24, 257.41(2) FS. Law Implemented 257.12, 257.15, 257.16, 257.17, 257.171, 257.172, 257.18, 257.191, 257.192, 257.195, 257.21, 257.22, 257.23, 257.24, 257.25, 257.40, 257.41, 257.42 FS. History—New 1-25-93, Amended 7-17-96, 4-1-98, 2-14-99, 4-4-00, 12-18-00, 11-20-01, 3-20-02, 1-9-03, 12-28-03, 11-16-04, 2-21-06, 2-21-07, 1-24-08, 4-1-10, 4-21-10, 4-10-12, 12-25-13, 7-8-14, 4-7-15, 7-12-16, 7-6-17, 4-30-18, 11-19-18, 7-1-19, 3-17-20, 2-27-22, 5-4-23, 12-22-24, 09-10-2025.

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
STATE AID TO LIBRARIES GRANT APPLICATION
Certification of Credentials – Single Library Administrative Head

The Clay County Board of County Commissioners,

(Name of library governing body)

governing body for the Clay County Public Library System,

(Name of library)

hereby certifies that the incumbent single library administrative head,

Mary Canfield

(Name of incumbent)

- Has completed a library education program accredited by the American Library Association.
- Has at least two years full-time paid professional experience, after completing the library education program, in a public library open to the public for a minimum of 40 hours per week.
- Is employed full time by the library's governing body.
- Is responsible for the overall management or coordination of the library within the framework established by interlocal or other agreements, plans, policies and budgets.
- Is responsible for developing a single long-range plan for all library outlets, a single annual plan of service and a budget.
- Is responsible for implementing the long-range plan, annual plan of service and budget as well as preparing reports on behalf of the library.

Signature

Chair, Library Governing Body

Date

Betsy Condon, Chairman

Name (Typed)

ATTEST:

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

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
STATE AID TO LIBRARIES GRANT APPLICATION
Certification of Hours, Free Library Service and Access to Materials

The Clay County Board of County Commissioners,

(Name of library governing body)

governing body for the Clay County Public Library System,

(Name of library)

hereby certifies that the following statements are true for the time period October 1, 2023 through June 30, 2026

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge.
- Provides access to materials, information and services for all residents of the area served.
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system).

Signature

Chair, Library Governing Body

Date

Betsy Condon, Chairman

Name (Typed)

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, October 14 4:00 PM

TO: Board of County Commissioners

DATE:

FROM: Administrative and
Contractual Services

SUBJECT: Approval of the First Amendment to Agreement No. 2024/2025-40 with the US Department of Transportation re: FY2023 Safe Streets and Roads for All Grant Program amending the performance period and milestone completion dates. All other terms and conditions remain the same.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The amended period of performance is now December 2, 2024 through August 29, 2026.

Amended milestone schedule dates are as follows:

Actual NEPA Completion Date: May 7, 2025

Planned Draft Plan Completion Date: February 28, 2026

Planned Final Plan Completion Date: March 31, 2026

Planned Final Plan Adoption Date: April 14, 2026

Planned SS4A Final Report Date: April 30, 2026

Is Funding Required (Yes/No):

Yes

If Yes, Was the item budgeted

(Yes\No\N/A):

No

N/A

Sole Source (Yes\No):

No

Advanced Payment

(Yes\No):

No

ATTACHMENTS:

Description	Type	Upload Date	File Name
▯ Contracts_SS4A Am1	Cover Memo	10/7/2025	2024_SAFER_Grant_Award_Letterr_(1)dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Streeper, Lisa	Approved	10/8/2025 - 4:29 PM	Item Pushed to Agenda

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/24/2025



Lorin Mock
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
P. O. BOX 1366
GREEN COVE SPRINGS, FL 32043

EMW-2024-FF-01340

Dear Lorin Mock,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (FF) Grant funding opportunity has been approved in the amount of \$2,445,763.71 in Federal funding.

As a condition of this award, you are required to contribute non-Federal funds equal to or greater than the non-Federal share percentage in the following table:

Year	Non-Federal Share: Percentage of <u>Actual</u> Costs	Federal Share: Percentage of <u>Actual</u> Costs
First Year	25%	75%
Second Year	25%	75%
Third Year	65%	35%

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FF Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,



Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Summary Award Memo

Program: Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response

Recipient: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

UEI-EFT: HE97WJAYNQ69

Award number: EMW-2024-FF-01340

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Position Cost Limit

The usual cost of a first-year firefighter in your department at the time your application was submitted was \$1,322,034.45. The maximum amount of Federal funding provided to the recipient is limited to the following:

Year	Federal Funding Cap Percent	Federal Funding Cap Amount per Firefighter
First Year	75%	\$991,525.83
Second Year	75%	\$991,525.83
Third Year	35%	\$462,712.05

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The cost share amounts described in this award letter are based on the approved total project cost; however, the Federal funding available is limited based on the applicable position cost limit and the applicable cost share as applied to actual costs.

The following are the total approved budgeted estimates for object classes for all funded firefighter positions for this award (including Federal share plus your cost share, if applicable, as applied to the estimated costs):

Object Class	First Year	Second Year	Third Year	Total
Personnel	\$745,224.45	\$745,224.45	\$745,224.45	\$2,235,673.35
Fringe benefits	\$576,810.00	\$576,810.00	\$576,810.00	\$1,730,430.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
Federal	\$991,525.83	\$991,525.83	\$462,712.05	\$2,445,763.71
Non-federal	\$330,508.62	\$330,508.62	\$859,322.40	\$1,520,339.64
Total	\$1,322,034.45	\$1,322,034.45	\$1,322,034.45	\$3,966,103.35

Program Income	\$0.00
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Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FF NOFO.

Approved request details:

Hiring of Firefighters

New, Additional Firefighter(s)

BENEFITS FUNDED

These positions are considered full-time, with each operational career member working an average of 2,912 hours per year, well exceeding the 2,080 hours per year threshold for full-time employment. The benefits provided to first-year firefighters, as defined by the collective bargaining agreement with the International Association of Firefighters, Local #3362, include: Health Insurance: Employee Only: \$10,408.68 annually Employee Plus Spouse: \$18,243.36 annually Employee Plus Child: \$16,218.96 annually Family Coverage: \$24,741.84 annually Dental Insurance: Employee Only: \$390.00 annually Family Coverage: \$1,245.00 annually Vision Insurance: Employee Only: \$78.00 annually Family Coverage: \$208.00 annually Life Insurance: County-provided: \$50,000 coverage at a cost of \$129.60 annually. Optional additional coverage (up to \$200,000) purchasable by employee at \$3.00 per \$10,000 increment. Optional family coverage (spouse up to \$10,000, children up to \$5,000) purchasable by employee at \$2200 per family member. Florida State Retirement System (FRS) Access: Employee FICA: \$3,800.00 annually Retirement/Pension Contribution: \$16,290.00 annually Paid Leave: Regular compensation for vacation leave, sick leave, military leave, and the option to "sell back" unused leave time.

NUMBER OF FIREFIGHTERS	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
15	\$49,681.63	\$38,454.00	\$88,135.63
3 YEAR TOTAL			
\$3,966,103.35			

Agreement Articles

Program: Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response

Recipient: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

UEI-EFT: HE97WJAYNQ69

Award number: EMW-2024-FF-01340

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Article	Non-Applicability of Specific Agreement Articles
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Article 1	<p>Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications</p> <p>I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.</p>
Article 2	<p>General Acknowledgements and Assurances</p> <p>Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.</p>
Article 3	<p>Acknowledgement of Federal Funding from DHS</p> <p>Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.</p>
Article 4	<p>Activities Conducted Abroad</p> <p>Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.</p>
Article 5	<p>Age Discrimination Act of 1975</p> <p>Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>

Article 6**Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7**Best Practices for Collection and Use of Personally Identifiable Information**

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS**

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9**Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.

Article 10**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11**Communication and Cooperation with the Department of Homeland Security and Immigration Officials**

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12	<p>Copyright</p> <p>Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.</p>
Article 13	<p>Debarment and Suspension</p> <p>Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
Article 14	<p>Drug-Free Workplace Regulations</p> <p>Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>
Article 15	<p>Duplicative Costs</p> <p>Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.</p>
Article 16	<p>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</p> <p>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.</p>
Article 17	<p>Energy Policy and Conservation Act</p> <p>Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>

Article 18	<p>Equal Treatment of Faith-Based Organizations</p> <p>It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.</p>
Article 19	<p>Anti-Discrimination</p> <p>Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means “diversity, equity, and inclusion.” (b) DEIA means “diversity, equity, inclusion, and accessibility.” (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.</p>
Article 20	<p>False Claims Act and Program Fraud Civil Remedies</p> <p>Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)</p>
Article 21	<p>Federal Debt Status</p> <p>All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.</p>

Article 22	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 26	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov .

Article 27	<p>Lobbying Prohibitions</p> <p>Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).</p>
Article 28	<p>National Environmental Policy Act</p> <p>Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.</p>
Article 29	<p>National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254</p> <p>(1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”</p>
Article 30	<p>Non-Supplanting Requirement</p> <p>Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.</p>
Article 31	<p>Notice of Funding Opportunity Requirements</p> <p>All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.</p>

Article 32	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	Presidential Executive Orders Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
Article 34	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 35	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	Reporting Recipient Integrity and Performance Matters If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	Reporting Subawards and Executive Compensation For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (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. (2) 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. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	<p>SAFECOM</p> <p>Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.</p>
Article 40	<p>Subrecipient Monitoring and Management</p> <p>Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.</p>
Article 41	<p>System for Award Management and Unique Entity Identifier Requirements</p> <p>Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.</p>
Article 42	<p>Termination of a Federal Award</p> <p>(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.</p>
Article 43	<p>Terrorist Financing</p> <p>Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.</p>

Article 44	Trafficking Victims Protection Act of 2000(TVPA) Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56 Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49**Applicability of DHS Standard Terms and Conditions to Tribal Nations**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50	<p>Acceptance of Post Award Changes</p> <p>In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.</p>
Article 51	<p>Disposition of Equipment Acquired Under the Federal Award</p> <p>When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).</p>
Article 52	<p>Prior Approval for Modification of Approved Budget</p> <p>Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.</p>
Article 53	<p>Indirect Cost Rate</p> <p>2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.</p>

Article 54 Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55 Award Performance Goals

FEMA will measure the recipient's performance of the grant by comparing the firefighter hiring activities of new, additional firefighters, rehire laid off firefighters, or retain firefighters facing layoff OR recruitment and retention activities of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients increased compliance with the National standards described in the NOFO.

Article 56**Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled "Termination of a Federal Award." The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;

ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;

iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;

iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;

v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or

vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.

vii. If the awardee falls out of compliance with the Agency's statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the subrecipient fails to comply with the terms and conditions of the federal

award.

b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).

b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.

Article 57 Payment Information (Updated)

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number

2. Total amount requested for drawdown

3. Purpose of drawdown and timeframe covered (must be within the award performance period)

4. Subrecipient Funding Details (if applicable).

- Is funding provided directly or indirectly to a subrecipient?
- If no, include statement "This grant funding is not being directed to a subrecipient."
- If yes, provide the following details:
 - The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.
 - Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.
 - Whether the payment request includes an activity involving support to aliens?
 - Whether the subrecipient has any diversity, equity, and inclusion practices.

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

Article 58

Non-Applicability of Specific Agreement Articles

Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award:

1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials.
2. Paragraph (2)(a)(iii) of Anti-Discrimination.

Article 59

Non-Applicability of Specific Agreement Articles

Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award:

Termination of a Federal Award

The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled "Termination of the Federal Award", or "Termination of the Federal Award (Updated)" applies to this grant award.

Obligating document

1. Agreement No. EMW-2024-FF-01340	2. Amendment No. N/A	3. Recipient No. 596000553	4. Type of Action AWARD	5. Control No. WX02142N2025T		
6. Recipient Name and Address CLAY COUNTY BOARD OF COUNTY COMMISSIONERS 477 HOUSTON ST FL 4 GREEN COVE SPRINGS, FL 32043		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646	8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742			
9. Name of Recipient Project Officer Lorin Mock	9a. Phone No. 9045091572	10. Name of FEMA Project Coordinator Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program		10a. Phone No. 1-866-274-0960		
11. Effective Date of This Action 09/24/2025	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 03/23/2026 to 03/22/2029 Budget Period 03/23/2026 to 03/22/2029			
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FF	97.083	2025-FF-GF01 - P410-xxxx-4101-D	\$0.00	\$2,445,763.71	\$2,445,763.71	\$1,520,339.64
Totals			\$0.00	\$2,445,763.71	\$2,445,763.71	\$1,520,339.64
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Stacey Street, Deputy Assistant Administrator Grants Program Directorate	09/24/2025



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: Board of County Commissioners

DATE: 10/1/2025

FROM: Megan Covey, Grants
Director

SUBJECT: Approval of Modification to Grant Agreement FM912-A1 to update the eligible vendor list to receive final reimbursement for Station 20 construction.

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	10/8/2025 - 4:29 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	10/6/2025 - 9:22 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: Board of County
Commissioners

DATE:

FROM:
Administrative and
Contractual Services

SUBJECT:

AGENDA ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	10/8/2025 - 4:30 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	10/6/2025 - 9:22 AM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Streeper, Lisa	Approved	10/8/2025 - 4:30 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: DATE:

FROM:

SUBJECT:

AGENDA
ITEM
TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Streeper, Lisa	Approved	10/8/2025 - 2:11 PM	Item Pushed to Agenda



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: Board of County
Commissioners

DATE: 9/12/2025

FROM: Courtney K.
Grimm

SUBJECT:

AGENDA ITEM
TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name
Ordinance Expanding Boundaries	Ordinance	10/8/2025	Ordinance_Expanding_Boundaries_- Wilford_Preserve_(2025)- FINAL_(1)dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Streeper, Lisa	Approved	10/8/2025 - 4:30 PM	Item Pushed to Agenda

ORDINANCE NO. 2025 – _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING CLAY COUNTY ORDINANCE NO. 2017-9, AS AMENDED BY ORDINANCE NO. 2023-22, WHICH ESTABLISHED THE WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT IN ORDER TO AMEND AND EXPAND THE BOUNDARIES OF THE WILFORD PRESERVE COMMUNITY DEVELOPMENT DISTRICT, PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2024); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Recitals

WHEREAS, on February 28, 2017, the Board of County Commissioners of Clay County (“County”) established the Wilford Preserve Community Development District (“District”) by enacting Ordinance No. 2017-9, which was subsequently amended by Ordinance No. 2023-22; and

WHEREAS, the District has petitioned the County to adopt an ordinance which will amend the boundaries of the District by expanding approximately 135.1 acres; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the County on October 14, 2025; and

WHEREAS, upon consideration of the record established at that hearing, the County determined that the statements within the Petition were true and correct, that the amendment of the District’s boundaries is not inconsistent with any applicable element or portion of the state comprehensive plan or the local government comprehensive plan, that the land within the District as amended is of sufficient size, is sufficiently compact, and sufficiently contiguous to be developable as a functionally interrelated community, that the District as amended is the best alternative available for delivering community development services and facilities to the area served by the District, that the services and facilities of the amended District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities, and that the area to be served by the amended District is amenable to separate special-district governance; and

WHEREAS, amendment of the District’s boundaries will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the petition; and

WHEREAS, amendment of the District’s boundaries shall not act to amend any land development approvals governing the land area to be included within the District.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. Authority. This Ordinance is adopted in compliance with and pursuant to the Uniform Community Development District Act of 1980 codified in Chapter 190, Florida Statutes (2024). Nothing contained herein shall constitute an amendment to any land development approvals for the land area included within the District as amended.

Section 2. Amendment; External Boundaries of the District. Clay County Ordinance No. 2017-9, as amended by Ordinance No. 2023-22, is hereby amended to reflect the external boundaries of the District as described in **Exhibit A** attached hereto, with the overall District now containing 477.65 acres, more or less.

Section 3. Severability. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this ordinance.

Section 4. Effective Date. This Ordinance shall become effective as prescribed by Florida general law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 14th day of October, 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

Exhibit A
[District's External Boundaries]

A parcel of land consisting of a portion of Section 3, 4, 9, 10 and 11, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the most southerly corner of Tract "G", Spencers Plantation Unit One, according to plat thereof recorded in Plat Book 45, pages 13 through 20 of the public records of said county; thence South 05 degrees 09 minutes 12 seconds East, 251.88 feet to the point of beginning; thence South 58 degrees 47 minutes 50 seconds East, 964.55 feet; thence South 09 degrees 03 minutes 07 seconds East, 876.02 feet; thence South 17 degrees 40 minutes 28 seconds West, 1562.09 feet; thence South 60 degrees 34 minutes 06 seconds West, 1475.42 feet; thence North 71 degrees 39 minutes 13 seconds West, 2471.21 feet; thence North 89 degrees 51 minutes 41 seconds West, 402.10 feet; thence North 41 degrees 04 minutes 47 seconds West, 158.91 feet; thence North 89 degrees 31 minutes 02 seconds West, 1121.27 feet to the east line of a 100 foot wide Clay Electric Cooperative Easement as per Official Records Book 118, page 598 of said public records; thence on said east line, North 00 degrees 13 minutes 37 seconds West, 100.01 feet; thence South 89 degrees 31 minutes 02 seconds East, 1084.08 feet; thence North 30 degrees 53 minutes 12 seconds East, 1286.69 feet; thence North 34 degrees 12 minutes 47 seconds East, 599.59 feet; thence North 23 degrees 36 minutes 45 seconds East, 506.58 feet; thence North 46 degrees 47 minutes 25 seconds East, 285.31 feet; thence South 90 degrees 00 minutes 00 seconds East, 640.00 feet to the southwesterly line of Spencers Plantation Unit Two, according to plat thereof recorded in Plat Book 47, pages 43 through 48 of said public records; thence on said southwesterly line, South 33 degrees 58 minutes 12 seconds East, 377.99 feet to a southeasterly line thereof; thence on said southeasterly line, North 66 degrees 03 minutes 51 seconds East, 1560.63 feet to the point of beginning; being 256.0 acres, more or less, in area.

TOGETHER WITH:

A parcel of land being a portion of Tracts "T" and "T-2", Wilford Preserve Unit 2A according to Plat Book 64, pages 16 through 26, of the Public Records of Clay County, Florida, together with all of Tract "T-2", Wilford Preserve Unit 2B according to Plat Book 64, pages 27 through 37, of said Public Records, also together with a portion of Sections 9 and 10, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

BEGIN at the Southwesterly corner of Tract "E", according to plat of Cheswick Oak Avenue, as recorded in Plat Book 62, pages 66 through 70, of said Public Records; thence along the Southerly line of said Tract "E", S89°31'02"E, 550.00 feet to the Southeasterly corner thereof; thence along the Easterly line of said Tract "E", and then along the Easterly lines of Tracts "D" and "C", according to said plat of Cheswick Oak Avenue, N00°13'37"W, 250.00 feet to the Northeasterly corner of last said Tract; thence along the Southerly line of Tract "X", said Wilford Preserve Unit 2B, S89°31'02"E, 471.27 feet to the most Westerly corner of Tract "V", said Wilford Preserve Unit 2B; thence along the Southwesterly line of said Tract "V", and then along the Southwesterly line of Tract "V-1", said Wilford Preserve Unit 2B, S41°04'37"E, 158.91 feet to the Southerly line of last said Tract; thence along said line, and then along the Southerly line of Tract "T", said Wilford Preserve Unit 2B, S89°51'41"E, 402.10 feet to the most Westerly corner of said Tract "T-2", Wilford Preserve Unit 2B; thence along the Northerly line of said Tract "T-2", run the following 4 courses: 1) N27°39'46"E, 118.07 feet; 2) S80°58'49"E, 274.50 feet; 3) N79°32'07"E, 267.78 feet; 4) S73°33'36"E, 261.87 feet to the Northeasterly corner of last said Tract "T-2"; thence departing said Northerly line, S41°24'40"E, 566.94 feet; thence S00°44'00"E, 950.67 feet to the Northerly line of that certain 80 foot power line right-of-way easement described in Official Records Book 283, page 179, of said Public Records; thence along said Northerly line of 80 foot power line right-of-way easement, S89°16'00"W, 1389.75 feet to the Easterly line of that certain 100 foot power line right-of-way easement described in Official Records Book 281, page 481, of said Public Records; thence along said Easterly line, N00°05'50"W, 10.00

feet to the Northeasterly corner of said easement; thence along the Northerly line of said easement, S89°16'00"W, 1,572.45 feet; thence departing said line, N00°13'37"W, 719.07 feet; thence N89°46'31"E, 157.27 feet; thence S00°19'03"E, 100.00 feet; thence N89°46'31"E, 103.72 feet; thence N53°48'31"E, 293.25 feet; thence N36°11'29"W, 486.88 feet to the Easterly line of that certain 100 foot right-of-way easement described in Official Records Book 118, page 589, as relocated by Official Records Book 4443, page 1316 and Official Records Book 4450, page 325, all of said Public Records; thence along said Easterly line, N00°13'37"W, 60.82 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 86.55 acres, more or less.

Said lands situated, lying and being in Clay County, Florida.

TOGETHER WITH:

A parcel of land lying in Sections 9 and 10, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

BEGIN at the Northwesterly corner of lands described in the third land description contained in Official Records Book 4156, page 1589, of the Public Records of said Clay County, said corner being on the Westerly line of said Section 10; thence along the Southerly line of lands described in Official Records Book 4080, page 313 of said Public Records, and then along the Southerly line of lands described in the first land description contained in said Official Records Book 4156, page 1589, N89°31'02"W, 212.58 feet to the Southwest corner of last said lands and the point hereinafter referred to as Reference Point "A";

thence return to said POINT OF BEGINNING; thence along said Westerly line of said third land description, and then along the Southerly projection thereof, run S00°13'37"E, 310.82 feet; thence departing said projection, S36°11'29"E, 486.88 feet; thence S53°48'13"W, 293.25 feet; thence S89°46'31"W, 103.72 feet; thence N00°19'03"W, 100.00 feet; thence S89°46'31"W, 157.27 feet; thence S00°13'37"E, 719.07 feet to the Northerly line of that certain 100 foot power line right-of-way easement described in Official Records Book 281, page 481, of said Public Records; thence along said Northerly line, S89°16'00"W, 3698.53 feet; thence departing said line, N00°44'00"W, 1185.00 feet; thence N39°16'00"E, 610.00 feet; thence N89°16'00"E, 2,021 feet, more or less, to the centerline of an un-named creek; thence Easterly along said centerline 1,660 feet to a point on a line which bears S00°13'37"E from aforesaid Reference Point "A"; thence along said line, N00°13'37"W, 343 feet, more or less, to said Reference Point "A"; thence along said Southerly line of lands described in the first land description contained in Official Records Book 4156, page 1589 and then along said Southerly line of lands described in Official Records Book 4080, page 313, S89°31'02"E, 212.58 to the POINT OF BEGINNING of the parcel herein described.

Containing 135.1 acres, more or less.

Said lands situated, lying and being in Clay County, Florida.

OVERALL TOTAL ACREAGE: 477.65 ACRES, MORE OR LESS



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: The Board of County
Commissioners

DATE: 8/8/2025

FROM: Jenni Bryla, AICP, Zoning
Chief

SUBJECT: This application is an Administrative Rezoning request to rezone six properties from Agricultural (AG) to Agricultural Residential.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The requested change is a County initiated zoning district amendment to allow for the customary use of the parcels along the west end of Carter Spencer Road. The properties currently have a Future Land Use designation of Rural Residential but are in the Agricultural zoning district.

Planning Requirements:

Public Hearing Required (Yes\No):

Yes

Hearing Type: First Public Hearing

Initiated By:Staff

This application, being Staff initiated, requires two hearings before the County Commission. This is the first of two public hearings.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▣ Staff Report ZON 25-0026	Cover Memo	10/8/2025	BCC_Staff_Report_- _DRAFT_jb.pdf
▣ Ordinance	Ordinance	10/8/2025	Ordinance_zon_25- 0026_with_legals_(1)dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Economic and Development Services	Streeper, Lisa	Approved	10/8/2025 - 4:31 PM	Item Pushed to Agenda



Staff Report and Recommendations for ZON 25-0026

Copies of the application are available at the Clay County

Administration Office, 3rd floor, located at 477 Houston Street Green Cove Springs, FL 32043

Owner / Applicant Information:

Applicant: Clay County

Phone: 904-529-3830

Email: Jenni.Bryla@claycountygov.com

Property Information

Parcel ID: 14-05-23-000561-001-76, 14-05-23-000561-012-00, 14-05-23-000561-005-00, 14-05-23-000561-009-00, 14-05-23-000561-007-00, 14-05-23-000561-008-00

Current Zoning: Agricultural (AG)

Proposed Zoning: Agricultural Residential (AR)

Commission District: 4, Comm. Condon

Parcel Address: Carter Spencer Road

Current Land Use: Rural Residential (RR)

Total Acres: 8.25 +/- acres over seven parcels

Acres affected by Zoning change: 8.25 +/- acres

Planning District: Middleberg/Clay Hill

Introduction:

The requested change is a County initiated zoning district amendment to allow for the customary use of the parcels along the west end of Carter Spencer Road. The properties currently have a Future Land Use designation of Rural Residential but are in the Agricultural zoning district. This combination of Land Use and Zoning requires the density of one (1) home per twenty (20) acres. When the zoning district is changed to Agricultural/Residential the minimum lot size will be one (1) acre. There are six parcels in all, that are being administratively re-zoned to the Agricultural/Residential Zoning district, for a total of 8.25 acres. This is to allow for the properties that are vacant, the ability to build a home. Otherwise, the lots would be deemed un-buildable.

The properties south of Carter Spencer Road and to the north-east of the subject parcels were previously administratively rezoned to Agricultural/Residential in 2019 via ZON 2019-0020. For some reason the parcels that are adjacent to Carter Spencer Rd. to the southwest were not included in that application. The parcels to the north of Carter Spencer were part of an unrecorded subdivision, so they would be considered lots of record and be permitted to build in their current configuration.

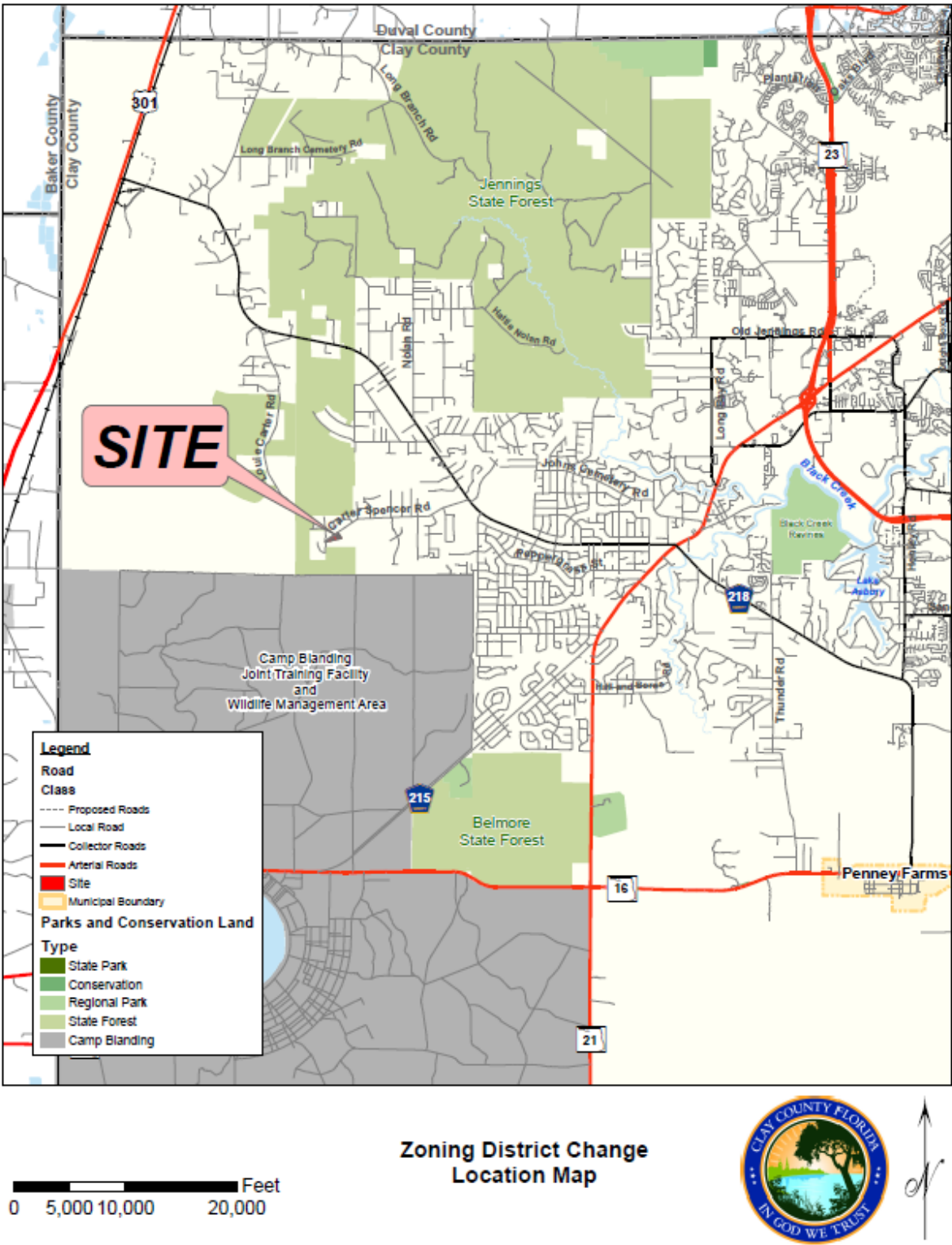
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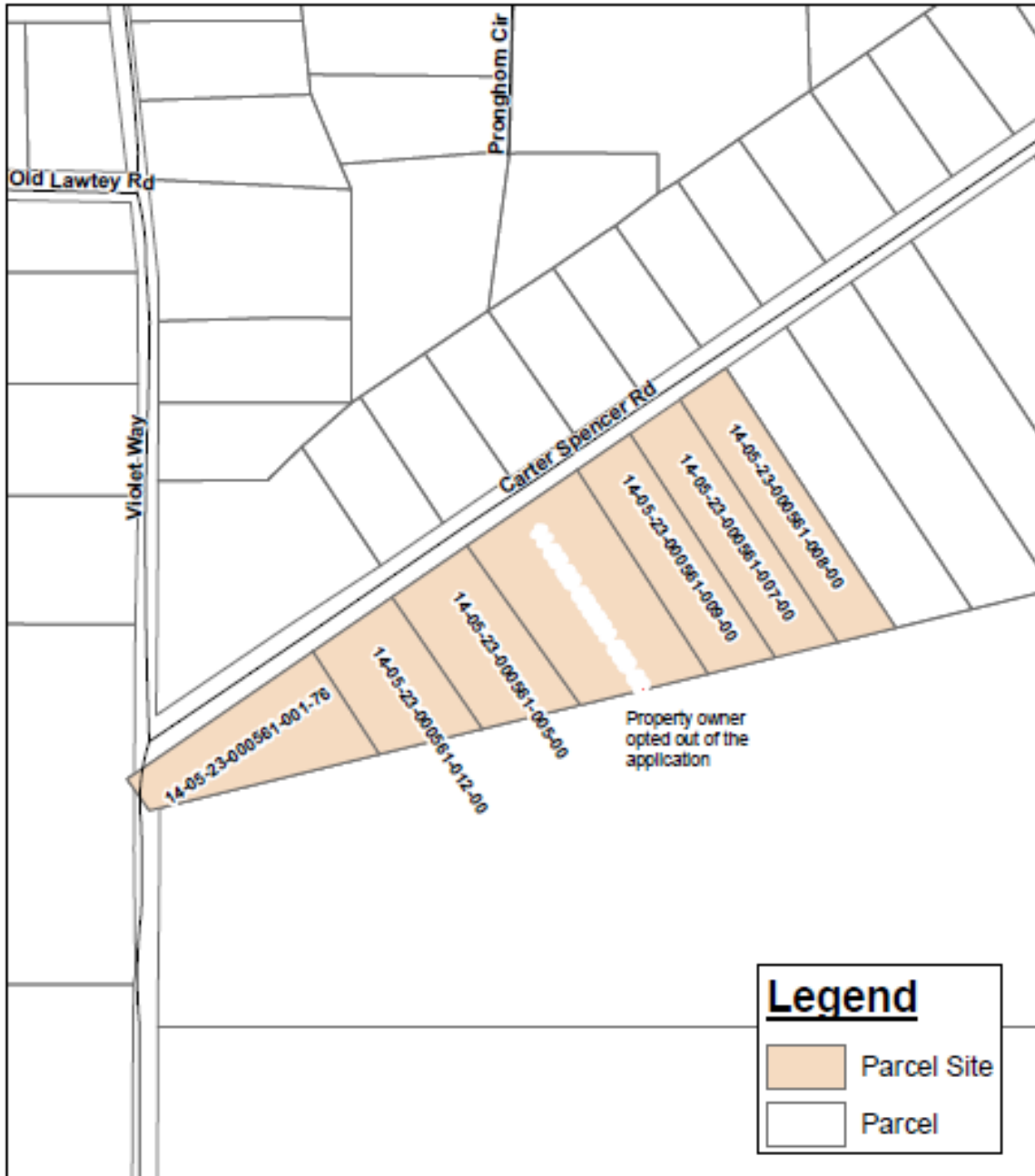
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Previous rezoning along the Road.



Figure 1 – Location Map





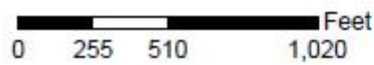
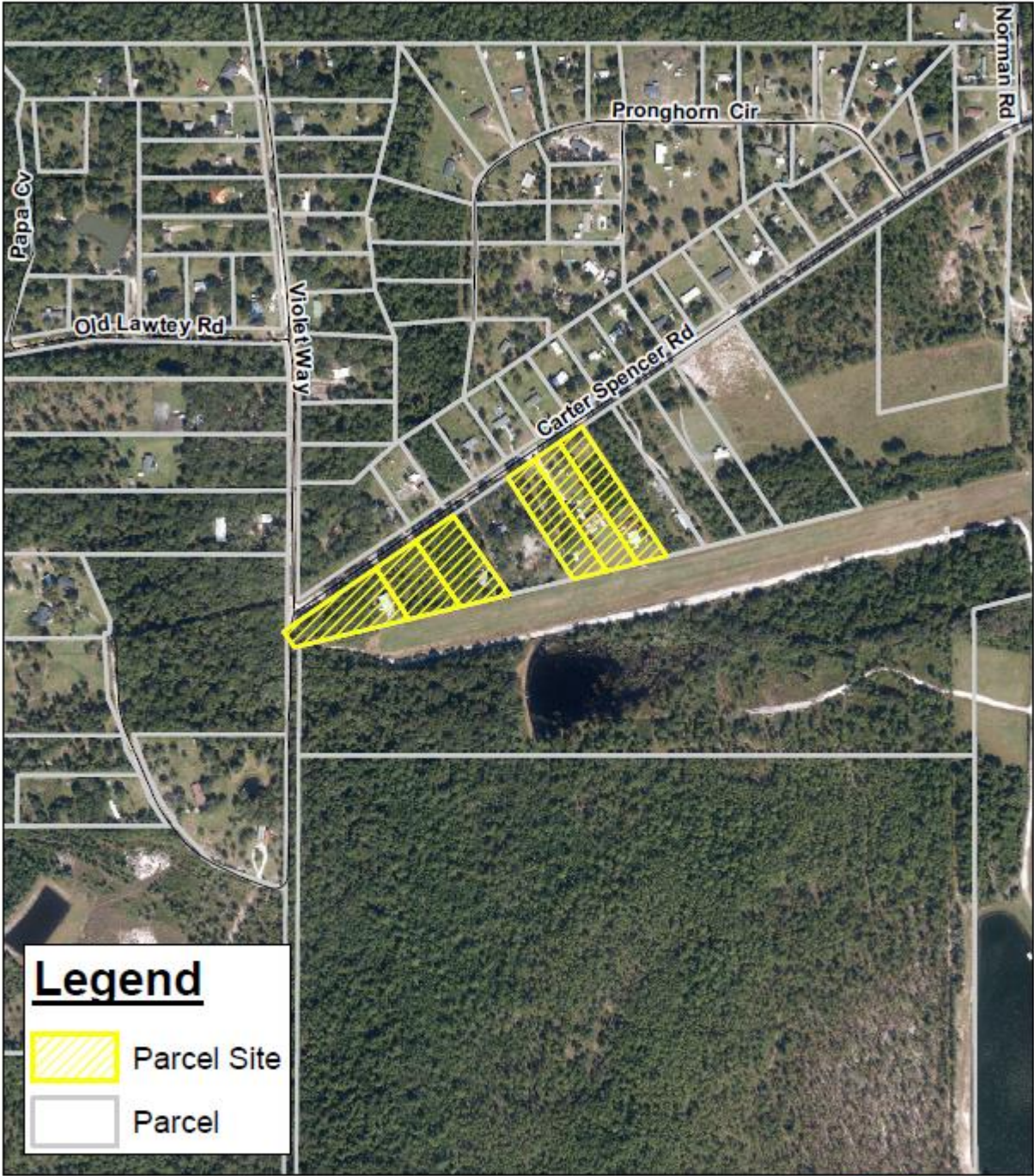
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Parcel Map Zoning District Change



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Figure 3 - Aerial Photo



Zoning District Change



Figure 4 – Existing Zoning Map

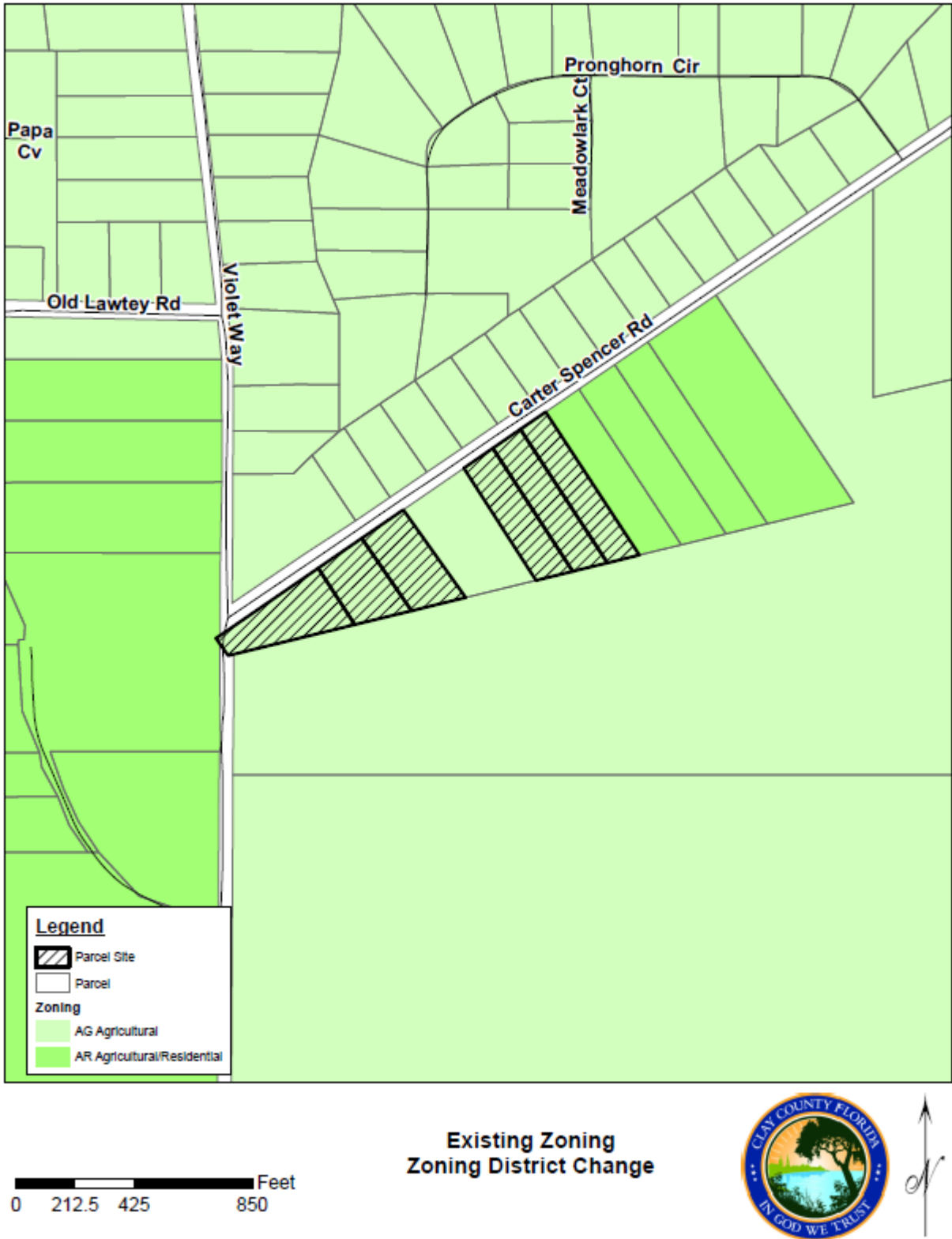
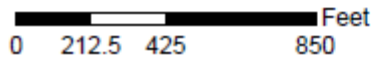
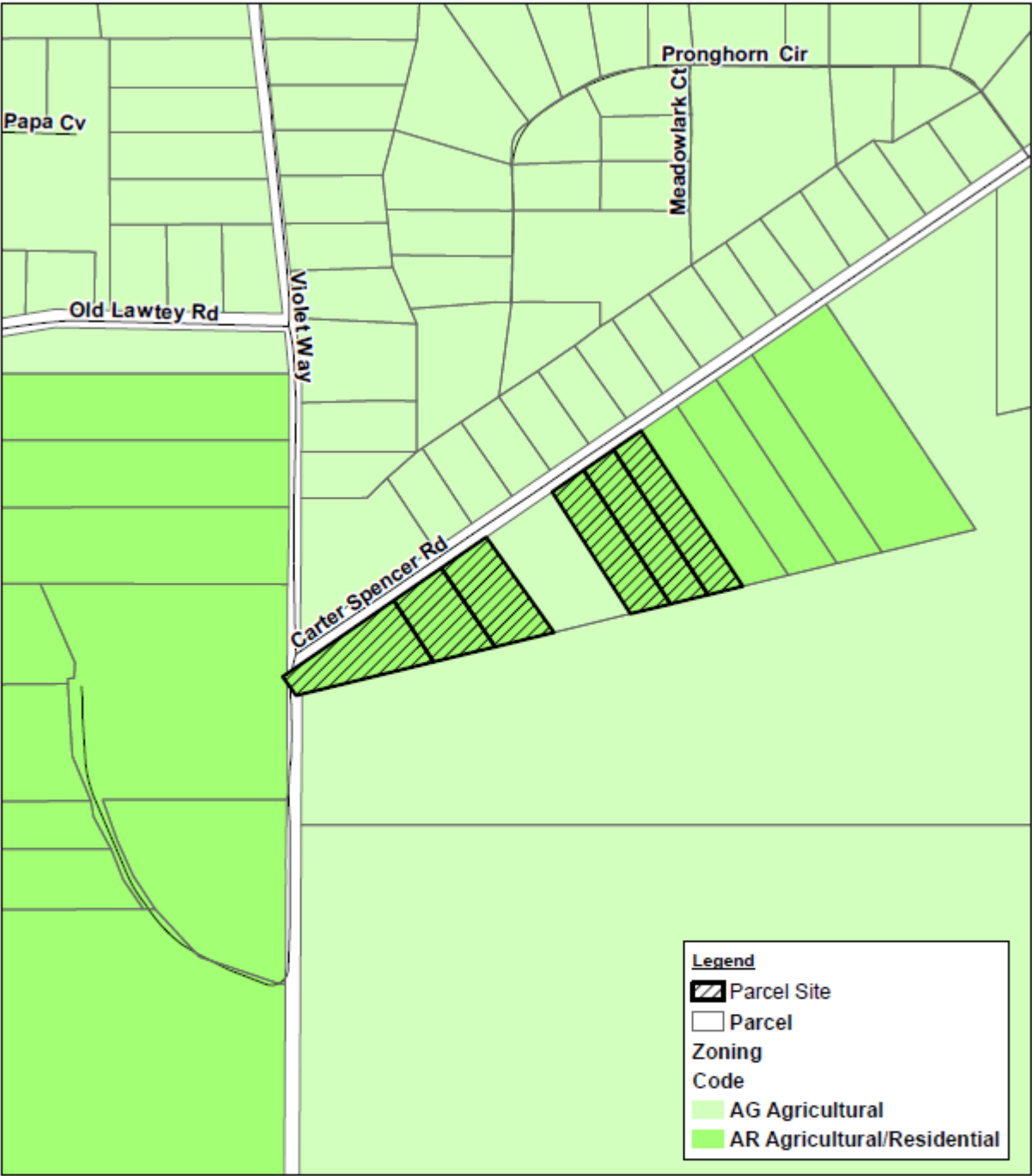


Figure 5 –Proposed Zoning Map



**Proposed Zoning
Zoning District Change**



63

64 **Analysis of Surrounding Uses**

65 The proposed rezoning would change a total of 8.25 acres along Carter Spencer Road within a total of six
66 parcels from Agricultural (AG) to Agricultural/Residential (AR). Of the original seven parcels in this Staff
67 initiated application, one of the parcels, 000561-003-00 has exercised their right to opt out of the rezoning.
68 This requested change would be in keeping with the character of the surrounding districts as shown in the
69 table below:

	Future Land Use	Zoning District
North	Rural Residential (RR)	Agriculture (AG)
South	Agricultural (AG)	Agriculture (AG)
East	Rural Residential (RR)	Agricultural/Residential (AR)
West	Rural Residential (RR)	Agricultural/Residential (AR)

70

71 **Relevant Clay County 2045 Comprehensive Plan Policies**

72 The following Goals/Objective/Policies relate to the proposed Zoning District Amendment:

73 FLU OBJ 1.6 Clay County shall permit land use strategies to encourage preservation/conservation of
74 natural resources, to protect healthy agricultural lands, to manage sustainable urban growth,
75 and to assure protection of continuous growth in land values.

76 FLU POL ICY 1 . 6 . 1 Clay County shall encourage Urban Infill and/or Redevelopment.

77 FLU POL ICY 1 . 6 . 2 Infill sites with plans of appropriate density and amenities are encouraged to
78 be developed.

79 **Analysis of Proposed Rezoning Amendment**

80 In reviewing the proposed application for Rezoning, the following criteria may be considered along with such
81 other matters as may be appropriate to the particular application:

82

83 (a) Whether the proposed change will create an isolated district unrelated to or incompatible with
84 adjacent and nearby districts;

85 *Staff Finding: This application is a rezoning that changes the district of six lots. The properties to the*
86 *northeast are all in the same zoning district, thus the request would not create an isolated district.*

87 (b) Whether the district boundaries are illogically drawn in relation to the existing conditions on the real
88 property proposed for change;

89 *Staff Finding: The district boundaries should have been changed when the future land use was changed*
90 *from Agriculture to Rural Residential.*

91 (c) Whether the conditions which existed at the time the real property was originally zoned have changed
92 or are changing, and, to maintain consistency with the Plan, favor the adoption of the proposed Rezoning;

93 *Staff Finding: The district boundaries should have been changed when the Future Land Use was changed*
94 *to allow for the pattern of the area to develop.*

95 (d) Whether the affected real property cannot be used in accordance with existing zoning;

96 *Staff Finding: For homes that are already constructed, this change will not alter anything that they currently*
97 *enjoy. It will allow existing homeowners the ability to add on to their properties, which currently they would*
98 *not be able to do, as the lots are non-conforming. All vacant lots are considered unbuildable because the Land*
99 *Use and Zoning would require 20 acres in order to build.*

100 (e) Whether the proposed Rezoning application is compatible with and furthers the County's stated
101 objectives and policies of the Plan;

102 *Staff Finding: The proposed rezoning is compatible with the Future Land Use that is currently present on*
103 *the land.*

104 (f) Whether maintenance of the existing zoning classification for the proposed Rezoning serves a
105 legitimate public purpose;

106 *Staff Finding: There is no public purpose served by keeping the zoning district boundaries in their current*
107 *locations on the subject parcels.*

108 (g) Whether maintenance of the status quo is no longer reasonable when the proposed Rezoning is
109 inconsistent with surrounding land use;

110 *Staff Finding: The proposed rezoning will not be inconsistent with the surround land use nor the*
111 *development patterns that surround the parcels.*

112 (h) Whether there is an inadequate supply of sites in the County for the proposed intensity or density
113 within the district already permitting such intensity or density.

114 *Staff Finding: These parcels were created at various times, from 1983 on. Zoning and Land Use were*
115 *established in 1992. This change will allow the remaining vacant lots to be developed with a single-family*
116 *homes.*

117 **Recommendation**

118 The application was heard by the Middleburg/Clay Hill Citizens Advisory Committee on September 15th
119 and provided a recommendation of approval 9-0.

120 The Planning Commission heard the item on October 7th, 2025 and provided a recommendation of
121 approval 6-0.

122

123 Based on the criteria in the Report, Staff recommends approval of the requested rezoning.

ORDINANCE 2025-

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY FLORIDA, PURSUANT TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDRs ADOPTED PURSUANT TO ORDINANCE 93-16, AS AMENDED, PROVIDING FOR THE REZONING OF SEVEN PARCELS OF LAND: PARCEL ONE (TAX PARCEL IDENTIFICATION # 14-05-23-000561-001-76) TOTALING APPROXIMATELY 1.18, ACRES, PARCEL TWO (TAX PARCEL IDENTIFICATION #14-05-23-000561-012-00) TOTALING APPROXIMATELY 1.241 ACRES, PARCEL THREE (TAX PARCEL IDENTIFICATION #14-05-23-000561-005-00) TOTALING APPROXIMATELY 1.4 ACRES, PARCEL FOUR (TAX PARCEL IDENTIFICATION #14-05-23-000561-009-00) TOTALING APPROXIMATELY 1.47 ACRES, PARCEL FIVE (TAX PARCEL IDENTIFICATION #14-05-23-000561-007-00) TOTALING APPROXIMATELY 1.52 ACRES, PARCEL SIX (TAX PARCEL IDENTIFICATION #14-05-23-000561-008-00) TOTALING APPROXIMATELY 1.51 ACRES, FROM AGRICULTURE (AG) TO AGRICULTURAL/RESIDENTIAL (AR); PROVIDING A DESCRIPTION; PROVIDING AN EFFECTIVE DATE.

Be It Ordained by the Board of County Commissioners of Clay County:

Section 1. Ordinance 2025-00XX, seeks to rezone certain real property(tax parcel identification #s 14-05-23-000561-001-76, 14-05-23-000561-012-00, 14-05-23-000561-005-00, 14-05-23-000561-009-00, 14-05-23-000561-007-00, 14-05-23-000561-008-00, (the Property), described in Exhibit “A-1”, and depicted in Exhibit “A-2”.

Section 2. The Board of County Commissioners approves the rezoning request. The zoning classifications of the Property are hereby changed from Agriculture District (AG) to Agriculture/Residential District (AR).

Section 3. Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

Section 4. The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

Section 5. This Ordinance shall become effective as provided by law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of October 28, 2025.

BOARD OF COUNTY COMMISSIONERS
OF CLAY COUNTY, FLORIDA

By: _____

Betsy Condon, Its Chairman

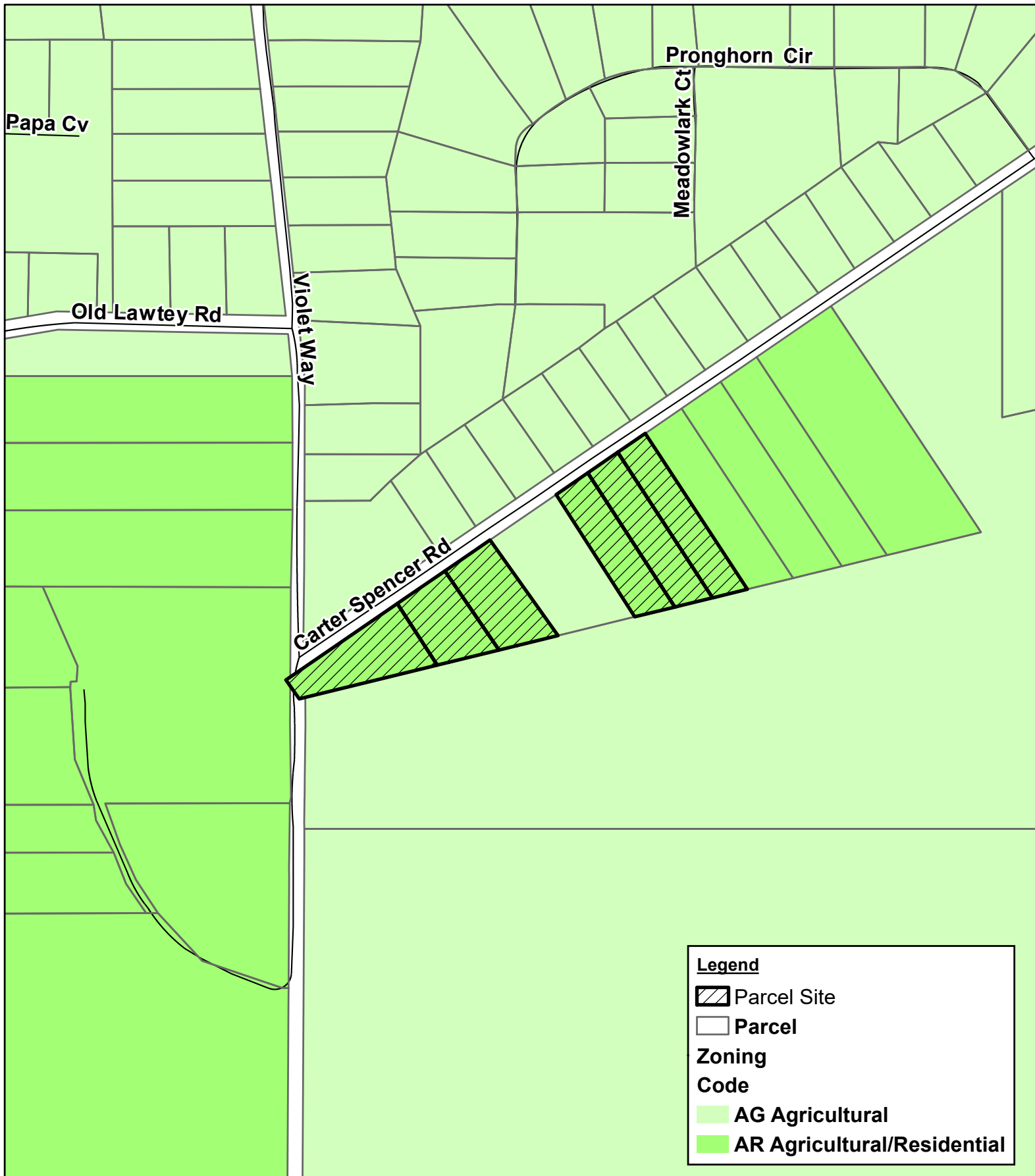
ATTEST:

By: _____

Tara S. Green,

Clay County Clerk of Court and Comptroller

Ex Officio Clerk to the Board



0 212.5 425 850 Feet

Proposed Zoning Zoning District Change



Legal Descriptions parcel 14-05-23-000561-001-76

A PARCEL OF LAND SITUATED IN THE NORTHEAST ONE QUARTER (NE 1/4) OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 23 EAST, CLAY COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SECTION 14 AND RUN SOUTH 00 DEGREES 15 MINUTES 43 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 515.52 FEET TO A CONCRETE MONUMENT ON THE SOUTHERLY RIGHT OF WAY LINE OF A 60-FOOT COUNTY GRADED ROAD KNOWN AS CARTER-SPENCER ROAD; THENCE RUN SOUTH 56 DEGREES 22 MINUTES 38 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE 62.73 FEET TO AN IRON PIPE; THENCE RUN SOUTH 55 DEGREES 31 MINUTES 19 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE 2690.48 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 55 DEGREES 31 MINUTES 19 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 445.29 FEET TO AN IRON PIPE; THENCE RUN SOUTH 35 DEGREES 03 MINUTES 20 SECONDS EAST, 75.91 FEET TO AN IRON PIPE; THENCE RUN NORTH 76 DEGREES 15 MINUTES 29 SECONDS EAST, 468.14 FEET TO AN IRON PIPE; THENCE RUN NORTH 32 DEGREES 53 MINUTES 18 SECONDS WEST 241.74 FEET TO THE POINT OF BEGINNING.

Legal Descriptions parcel 14-05-23-000561-012-00

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 23 EAST, CLAY COUNTY, FLORIDA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SECTION 14 AND RUN SOUTH 00 DEGREES 15 MINUTES 43 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 515.52 FEET TO A CONCRETE MONUMENT ON THE SOUTHERLY LINE OF CARTER-SPENCER ROAD (A 60 FOOT COUNTY RIGHT-OF-WAY); THENCE RUN SOUTH 56 DEGREES 22 MINUTES 38 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 62.73 FEET TO AN IRON PIPE: THENCE RUN SOUTH 55 DEGREES 31 MINUTES 19 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 2500.46 FEET TO AN IRON PIPE AT THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1216 ON PAGE 157 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 55 DEGREES 31 MINUTES 19 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 190.02 FEET TO AN IRON PIPE AT THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1567 ON PAGE 2135 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE RUN SOUTH 32 DEGREES 53 MINUTES 15 SECONDS EAST ALONG THE EAST LINE OF THE AFORESAID LANDS 241.74 FEET TO AN IRON PIPE; THENCE RUN NORTH 76 DEGREES 15 MINUTES 29

SECONDS EAST 210.50 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF SAID OFFICIAL RECORDS BOOK 1216, PAGE 157; THENCE RUN NORTH 35 DEGREES 23 MINUTES 29 SECONDS WEST. ALONG THE WEST LINE OF AFORESAID LANDS 316.01 FEET TO THE POINT OF BEGINNING.

Legal Descriptions parcel 14-05-23-000561-005-00

A PARCEL OF LAND SITUATED IN THE NORTHEAST ONE QUARTER (N E 1/4) OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 23 EAST; CLAY COUNTY FLORIDA SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS. FOLLOWS: COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SECTION 14 AND RUN S 00 DEG 15 MIN 43 SEC E, ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 515.52 FEET TO A CONCRETE MONUMENT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF A 60 FOOT COUNTY GRADED ROAD KNOWN AS CARTER-SPENCER ROADS THENCE RUN S 56 DEG 22 MIN 38 SEC W, ALONG SAID RIGHT-OF-WAY LINE 62.73 FEET TO AN IRON PIPE; THENCE RUN S 55 DEG 31 MIN 19 SEC W, ALONG SAID RIGHT-OF-WAY LINE 2319.92 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING THENCE CONTINUE S 55 DEG 31 MIN 19 SEC W ALONG SAID RIGHT-OF-WAY LINE 180.54 FEET TO AN IRON PIPE; THENCE RUN 8 34 DEG 25 MIN 03 SEC E, 316.01 FEET TO A IRON PIPE; THENCE RUN N 76 DEG 15 MIN 29 SEC E, 200.0 FEET TO AN IRON PIPE: THENCE RUN N 35 DEG.23 MIN 29 SEC W, 386.87 FEET TO THE POINT OF BEGINNING.

Legal Descriptions parcel 14-05-23-000561-009-00

A PARCEL OF LAND SITUATED IN THE NORTHEAST ONE QUARTER (N E 1/4) OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 23 EAST; CLAY COUNTY FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SECTION 14 AND RUN S 00 DEG 15 MIN 43 SEC E, ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 515.52 FEET TO A CONCRETE MONUMENT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF A 60 FOOT COUNTY GRADED ROAD KNOWN AS CARTER-SPENCER ROAD; THENCE RUN S 56 DEG 22 MIN 38 SEC W, ALONG SAID RIGHT-OF-WAY LINE 62.73 FEET TO AN IRON PIPE: THENCE RUN S 55 DEG 31 MIN 19 SEC W, ALONG SAID RIGHT-OF-WAY LINE 1929.26 FEET TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE CONTINUE S 55 DEG 31 MIN 19 SEC W ALONG SAID RIGHT-OF-WAY LINE 126.29 FEET TO AN IRON PIPE: THENCE RUN S 32 DEG 43 MIN 05 SEC E, 479.23 FEET TO AN IRON PIPE; THENCE RUN N 76 DEG 15 MIN 29 SEC E, 136.08 FEET TO AN IRON PIPE; THENCE RUN N 32 DEG 59 MIN 07 SEC W, 527.36 FEET TO THE POINT OF BEGINNING.

Legal Descriptions parcel 14-05-23-000561-007-00

A PARCEL OF LAND SITUATED IN THE NORTHEAST ONE QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 23 EAST, CLAY COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SECTION 14 AND RUN SOUTH 00°15'43" EAST, ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 515.52 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE CARTER SPENCER ROAD; THENCE RUN SOUTH 56°22'38" WEST, ALONG SAID RIGHT OF WAY LINE 62.73 FEET TO AN IRON PIPE; THENCE RUN SOUTH 55°31'19" WEST, ALONG SAID RIGHT OF WAY LINE 1809.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 55°31'19" WEST, ALONG SAID RIGHT OF WAY LINE, 120.0 FEET TO AN IRON PIPE; THENCE RUN SOUTH 32°59'07" EAST, 527.36 FEET TO AN IRON PIPE; THENCE RUN NORTH 76°15'29" EAST, 128.0 FEET TO AN IRON PIPE; THENCE RUN NORTH 33°04'26" WEST, 572.67 FEET TO THE POINT OF BEGINNING.

Legal Descriptions parcel 14-05-23-000561-008-00

A 1/4) PARCEL OF SECTION OF LAND SITUATED IN THE NORTHEAST ONE QUARTER (NE COUNTY FLORIDA;14, TOWNSHIP 5 SOUTH, RANGE 23 EAST; CLAY DESCRIBED AS FOLLOWS:SAID PARCEL BEING MORE PARTICULARLY CORNER COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST ALONG THE OF EAST SECTION LINE 14 OF AND RUN S 00 DEG 15 MIN 43 SEC E, 515.52 FEET TO A SAID SECTION 14, A DISTANCE OF RIGHT-OF-WAY CONCRETE MONUMENT: ON THE SOUTHERLY CARTER-SPENCER 1INE ROAD; OF THENCE A 60 FOOT COUNTY GRADED ROAD KNOWN AS ALONG SAID RIGHT-OF-WAY RUN S 56 DEG 22 MIN 38 SEC W THENCE RUN S 55 LINE 62.73 FEET TO AN IRON PIPE; RIGHT-OF-WAY LINE DEG 31 MIN 19 SEC W, ALONG SAID POINT OF BEGINNING; 1699.26 THENCE FEET TO AN IRON PIPE AND THE W ALONG SAID RIGHT-OF-WAY CONTINUE S 55 DEG 31 MIN 19 SEC THENCE RUN S 33 DEG LINE 110.00 FEET TO AN IRON PIPE; IRON PIPE; THENCE RUN 04 MIN 26 SEC E, 572.67 FEET TO AN TO AN IRON PIPE; THENCE N 76 DEG 15 MIN 29 SEC E, 118.0 FEET 614.43 FEET TO RUN N 33 DEG 12 MIN 09 SEC W, THE POINT OF BEGINNING.



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: BCC DATE: 10/7/2025

FROM: Teresa
Capo

SUBJECT:

AGENDA ITEM
TYPE:

BACKGROUND INFORMATION:

The request came from a constituent in Commissioner Renninger's district who would like to present the Letter of Recognition to the family at his upcoming services.

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Letter of Recognition	Backup Material	10/7/2025	Key_Letter_of_Recognition.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	10/7/2025 - 9:22 AM	AnswerNotes
County Manager	Wanamaker, Howard	Approved	10/7/2025 - 3:10 PM	AnswerNotes



Board of County Commissioners

P.O. Box 1366
477 Houston Street
Green Cove Springs, FL
32043
Phone: (904) 284-6352

Commissioners:

John Sgromolo
District 1

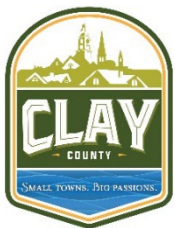
Alexandra Compere
District 2

Jim Renninger
District 3

Betsy Condon, Chair
District 4

Kristen Burke, DC
District 5

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Letter of Recognition In Honor of the Life and Service of Wilson Denver Key

Wilson Denver Key was born on June 22, 1940, in Hays, North Carolina. A man of exceptional intellect and dedication, he graduated from North Wilkes High School in 1958 with distinction. Demonstrating both academic excellence and leadership potential, he earned admission to the Naval Reserve Officers Training Corps (NROTC) program at the University of California, Los Angeles. His exemplary performance led him to continue his studies at the United States Naval Academy in Annapolis, Maryland, where he graduated with the distinguished Class of 1963.

Mr. Key's commitment to education and science continued beyond his naval career foundations. In 1977, he earned a Master's Degree in Physics from the University of North Carolina, a testament to his lifelong pursuit of knowledge and service.

Wilson D. Key proudly served his country in the United States Navy from 1963 until his retirement in 1993, dedicating thirty years of his life to defending the nation he so deeply loved. As a Lieutenant with Attack Squadron 34 aboard the USS *Intrepid*, Lt. Key was a Douglas Aircraft A-4 pilot during the Vietnam War. On the morning of November 17, 1967, while flying as the wingman of the third section of surface-to-air missile (SAM) suppressor aircraft in a two-carrier strike near Hanoi, North Vietnam, Lt. Key was shot down and taken prisoner.

For five and a half years, Lt. Key endured captivity in and around Hanoi, displaying unwavering courage, faith, and resilience. During this time, he was promoted to the rank of Lieutenant Commander. His steadfast spirit and devotion to duty stood as a symbol of strength for his fellow prisoners and for his country.

In 1973, following years of sacrifice and endurance, Lt. Commander Key was released along with 590 other American prisoners of war. His story remains a profound example of valor, perseverance, and patriotism.

The life and service of Wilson Denver Key reflect the very best of the United States Navy and the American spirit. His commitment to honor, courage, and country continues to inspire all who learn of his journey.

With deepest gratitude and respect, this letter stands as a tribute to a man whose service and sacrifice exemplify the highest ideals of duty and devotion.

Presented this day, the 14th of October 2025 with enduring appreciation for the life, service, and sacrifice of Lieutenant Commander Wilson Denver Key, United States Navy.

Betsy Condon
Chairman
Board of County Commissioners



Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, October 14 4:00 PM

TO: Clay County Board of
Commissioners

DATE: 8/19/2025

FROM: Karen Smith, Administrative
& Contractual Services

SUBJECT:

Bid Opening Tabulation for September 19, 2025:

A. Bid No. 24/25-124, Waste Tire Disposal Services

Bid Opening Tabulation for October 3, 2025:

A. RFQ No. 24/25-127, Construction Manager At Risk (CMAR) For The Substance Use
Disorder Recovery Center

Bid Opening Tabulation for October 7, 2025:

A. Bid No. 24/25-126, Moody Park National Fitness Campaign Slab

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Letters of Documentation

ATTACHMENTS:

Description	Type	Upload Date	File Name
▢ Bid Tabs	Cover Memo	10/8/2025	Bid_Tabs_BCC_bid_openings_101425_public_(1)dsada.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractual Services	Streeper, Lisa	Approved	10/6/2025 - 9:23 AM	Item Pushed to Agenda

BID TABULATION FORM

Bid: 24/25-124

Date: September 19, 2025Proj: **Waste Tire Disposal Services**Time Open: 9:00 AM

Ad: Clay Today, August 28, 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		Total
1	Liberty Tire Recycling, LLC	To be determined
2	Putnam County Board of County Commissioners	To be determined
3		
4		
5		
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12		

BID TABULATION FORM

RFQ 24/25-127

Date: October 3, 2025

Proj: Construction Manager at Risk (CMAR) services for Substance Use Disorder
Recovery Center

Time Open: 9:00 AM

Ad: Clay Today, September 11,
2025

Time Close: 9:03 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	Total
1	Auld & White Constructors LLC	N/A	To Be Determined
2	Burke Construction Group, Inc.	No Bid	
3	D.E. Scorpio Corporation	N/A	To Be Determined
4	E. Vaugh Rivers, Inc.	N/A	To Be Determined
5	Parrish McCall Constructors	N/A	To Be Determined
6	STG Contracting Group, Inc.	N/A	To Be Determined
7			
8			
9			
10			
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12			

BID TABULATION FORM

Bid: 24/25-126

Date: October 7, 2025

Proj: **Moody Park National Fitness Campaign Slab**

Time Open: 9:00 AM

Ad: Clay Today, September 11, 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 Bond	Addendum	Total
1	Jax Utilities Management, Inc.	Yes	Yes	\$56,409.25
2	KBT Contracting Corp	Yes	Yes	\$87,777.00
3	MAER Homes, LLC	Yes	Yes	\$93,115.00
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