



## Budget / Finance Committee Agenda

July 6, 2010; 2:00 p.m.

### **ITEMS SUBMITTED FOR APPROVAL**

1. Approval of Budget Transfer #10-204 in the amount of \$21,454.47 to record receipt of unanticipated revenue from the State of Florida, Department of Financial Services, Federal Elections Activity Grant. The Board approved Supervisor of Elections to apply for this grant May 25, 2010. The grant was approved by the State and Check #4-13 671 135 in the amount of \$21,454.47 was received. The 15% match required from the Board is in the Supervisor of Elections FY09/10 budget. The grant funds are to be used to help cover sample ballot costs for the 2010 General Election. Funding Source: 001-001-334106 (K Zebraski)
2. Approval of Agreement with Jacksonville Area Legal Aid for funding in the amount of \$140,619.00 for FY10/11 as required by Chapter 29.008, Florida Statutes. Funding Source: 115-2701-534000 (FY10/11 budget) (B. Johns)
3. Approval of Agreement with Reinhold Corporation for the use of a temporary site to receive, process, reduce and store vegetative debris caused by storms within the County, if needed. The use of this site is at no cost to the County. (B. Johns)
4. Approval of Fifth Supplement to Agreement #04/05-133 with R-A-M Professional Group, Inc. to design and permit an environmental center, pavilions, and planting plan for Moccasin Slough, in the amount of \$37,713.60. Funding Source: 305-95-563000 (B. Johns)
5. Approval of Addendum #34 to Agreement #92/93-171 with Jones Edmunds for consulting services for monitoring closed landfills, monthly landfill inspections, financial assurance estimates, and assistance with Solid Waste Master Plan, in the amount of \$448,400.00. Funding Source: 401-3802-531300 (B. Johns)
6. Approval of Agreement with Horizon Behavioral Services, LLC, for the Employee Assistance Program, pending approval of the FY10/11 budget. This program provides social and psychological assistance for employees and their dependents at a cost of \$1.21 per employee per month, which is less than last year. This agreement has a three-year term. Approval would lock in the price for three years, which would be beneficial to the County. Funding Source: 001-0103-531400 (B. Johns)

Date: 07/06/2010

**Submitted By:** Angela Goodermote, Budget and Administrative Services

**Department:** Budget and Administrative Services

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**Information**

**Subject**

Approval of Budget Transfer #10-204 in the amount of \$21,454.47 to record receipt of unanticipated revenue from the State of Florida, Department of Financial Services, Federal Elections Activity Grant. The Board approved Supervisor of Elections to apply for this grant May 25, 2010. The grant was approved by the State and Check #4-13 671 135 in the amount of \$21,454.47 was received. The 15% match required from the Board is in the Supervisor of Elections FY09/10 budget. The grant funds are to be used to help cover sample ballot costs for the 2010 General Election.

Funding Source: 001-001-334106

(K Zebraski)

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**Fiscal Impact**

**Amount Requested:** 21,454.47

**Budgeted Y/N:** NA

**Funding Source:**

001-001-334106

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**Attachments**

Link: [Budget Transfer #10-204](#)

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**BUDGET TRANSFER AUTHORIZATION (TRANSFER OF APPROPRIATIONS)**

**COPY**

**TYPE OF REQUEST:**

- Transfer within same Cost Center
- Transfer between Cost Centers within same Fund
- Transfer In/Out of Contingency within same Fund
- Receipt of unanticipated funds (Submit information for Resolution below)
- Transfer between Funds (Contact Budget & Administrative Services Director)
- Transfer within CIP Fund (Contact Budget & Administrative Services Director)

DOCUMENT NUMBER	ACCOUNT #				ACCOUNT DESCRIPTION - PROJECT NAME	CURRENT BUDGET	BUDGET CHANGE	AMENDED BUDGET
	Fund	Cost Center	Object	Project (if applicable)				
	001	1101	549900		Expenses Other Than Salaries - C/O	457,279.00	21,454.47	478,733.47
	001	001	334106		HAVA Ballot on Demand Grant	0.00	(21,454.47)	(21,454.47)
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
Net Change in Budget						457,279.00	0.00	457,279.00

**Justification for transfer request:** To record receipt of unanticipated revenue from the State of Florida, Department of Financial Services, Federal Elections Activity Grant. The Board approved Supervisor of Elections to apply for this grant May 25, 2010. The grant was approved by the State and Check #4-13 671 135 in the amount of \$21,454.47 was received. The 15% match from the Board is in the Supervisor of Elections FY09/10 budget. The grant funds are to be used to help cover sample ballot costs for the 2010 General Election.

**RESOLUTION REQUIREMENTS:**

Fund Source: \_\_\_\_\_ Name of Funding Source: \_\_\_\_\_

Amount Received: \_\_\_\_\_ Account(s) Receiving Funds: \_\_\_\_\_ Amount: \_\_\_\_\_

(If funds are to be split, specify amounts to be placed into each account.)

Account(s) Receiving Funds: \_\_\_\_\_ Amount: \_\_\_\_\_

Account(s) Receiving Funds: \_\_\_\_\_ Amount: \_\_\_\_\_

Use of Funds: \_\_\_\_\_

REQUESTED BY: Chris Chambless/Elaine Meyer

DATE REQUESTED: June 21, 2010

BUDGET OFFICE APPROVAL COUNTY MANAGER APPROVAL  
 BY: Angela Goodermote BY: \_\_\_\_\_  
 DATE: 06/21/10 DATE: \_\_\_\_\_

BOARD APPROVAL: POSTING / RECORDING  
 BY: \_\_\_\_\_ BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CLAY COUNTY**  
**RESOLUTION # \_\_\_\_\_**

**COPY**

**WHEREAS**, the following revenue from the State of Florida, Department of Financial Services, Federal Elections Activity Grant Program was not budgeted in the fiscal year 2009/2010 budget, and

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

**WHEREAS**, the Supervisor of Elections will use these funds to help cover sample ballot costs for the 2010 General Election,

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

REVENUE

HAVA Ballot on Demand Grant	001-001-334106	\$21,454.47
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EXPENDITURES

Expenses Other Than Salaries – C/O	001-1101-549900	\$21,454.47
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Board of County Commissioners  
Clay County, Florida

\_\_\_\_\_  
DATE

\_\_\_\_\_  
W. Travis Cummings, Chairman

ATTEST:

\_\_\_\_\_  
Fritz A. Behring, Clerk to the Board of County Commissioners

Budget/Finance Committee

Approval : 2.

Date: 07/06/2010

**Submitted By:** Brenda Johns, Purchasing

**Department:** Purchasing

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**Information**

**Subject**

Approval of Agreement with Jacksonville Area Legal Aid for funding in the amount of \$140,619 for FY 10/11 as required by Chapter 29.008, Florida Statutes.

Funding Source: 115-2701-534000

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**Fiscal Impact**

**Amount Requested:** 140,619

**Budgeted Y/N:** y

**Funding Source:**

Funding Source: 115-2701-534000

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**Attachments**

Link: [Legal Aid](#)

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**CLAY COUNTY  
FLORIDA**

**Purchasing Division**

P.O. Box 1366  
477 Houston Street  
4<sup>th</sup> Floor, Admin Building  
Green Cove Springs, FL  
32043-0367

Area Code: 904  
Phone: 278-3761  
529-3761  
Fax: 278-3728

**County Manager**  
Fritz A. Behring

**Commissioners:**  
Wendell D. Davis  
District 1

Douglas P. Conkey  
District 2

W. Travis Cummings  
District 3

T. Chereese Stewart  
District 4

Ronnie E. Robinson  
District 5

**Switchboard:**

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

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

July 1, 2010

TO: FRITZ BEHRING, COUNTY MANAGER  
FROM: BRENDA JOHNS, CONTRACTS COORDINATOR  
RE: BUDGET/FINANCE MEETING 7/6/10

Please place the following item on the agenda for the above meeting:

**Approval of Agreement with Jacksonville Area Legal Aid for funding in the amount of \$140,619 for FY 10/11 as required by Chapter 29.008, Florida Statutes.**

**Funding Source: 115-2701-534000**

/bj

## CONTRACT / AGREEMENT REVIEW

\*\*\* DO NOT PLACE ON THE FINANCE AGENDA UNTIL CHANGES FROM PURCHASING,  
LEGAL AND FINANCE ARE INITIALED BY VENDOR\*\*\*

MEETING DATE:

Approved: Y / N

Staff Member Preparing Form:	Donald Moore	Date:	6/29/2010
Department Submitting Contract:	Finance		
Vendor Name:	Jacksonville Area Legal Aid		
Contract Title:	Funding Agreement		

SUMMARY: (to be completed by department)

Basic Review Questions:	Circle One			
1. New Contract/Agreement	Y	(N)	13. Contract Amount	\$140,619
2. Renewal / Amend./Supplmt.	(Y)	N	14. Last Year's Price	\$140,619
3. Sole Source *(explain below) <i>N/A</i>	Y*	N	15. Date of Original Contract	
4. Quotes/bids policy met <i>N/A</i>	Y	N	16. Number of Renewals	
5. Need to waive bid policy <i>N/A</i>	Y	N	17. Length of term	1 year
6. Automatic renewal <i>N/A</i>	n/a	N		
7. Payment < 45 days	n/a	N	To provide funding for legal aid requirement	
8. Vendor signature	Y	N	as required by Ch. 29.008, Fl. St.	
9. Standard Addendum Executed <i>N/A</i>	Y	N		
10. Based upon bills submitted	(Y)	N	Renewal Changes:	
11. Advance Payment Required <i>N/A</i>	Y	N		
12. Payment includes Taxes <i>N/A</i>	n/a	N		
FUNDING SOURCE:			Comments: <i>Proposed FY 10/11 Budget</i>	
Account Number:	115-2701-534000		Partial funding provided from fines on criminal cases.	
Account Name:	Other Current Charges			

APPROVALS:

Finance: *6/29/10*

Approved No Changes	Approved With Changes
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Review Date:

*Prepared by Legal*

County Attorney: *6/29/10*

Approved No Changes	Approved With Changes
<input type="checkbox"/>	<input type="checkbox"/>

Review Date:

Contract Specialist: *bj*

Approved No Changes	Approved With Changes
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Review Date: *6/29/10*

Budget & Admin Svcs: *ajg*

Approved No Changes	Approved With Changes
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Review Date: *6-29-10*

RECOMMENDED CHANGES/COMMENTS:

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\* SOLE SOURCE EXPLANATION:

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**Clay County Agreement/Contract No. 09/10-\_\_\_**

**Legal Aid 2010-11 Funding Agreement**

This Legal Aid 2010-11 Funding Agreement (this Agreement) is made and entered into by and between Clay County, a political subdivision of the State of Florida (the County), and Jacksonville Area Legal Aid, Inc., a Florida nonprofit corporation (JALA), as of the \_\_\_ day of \_\_\_\_\_, 2010.

**Recitals**

**WHEREAS**, JALA is a nonprofit corporation that provides legal services to low income persons residing within the County; and,

**WHEREAS**, the legal assistance provided by JALA includes services to individuals and families facing domestic violence, loss of housing and consumer scams; and,

**WHEREAS**, the focus of JALA's programs includes but is not limited to the elderly and the disabled; and,

**WHEREAS**, JALA maintains a full service office within the County, Florida (the Clay Office); and,

**WHEREAS**, the current staffing in the Clay Office includes three fulltime attorneys and two fulltime support staff members (the Current Staffing); and,

**WHEREAS**, prior to July 1, 2004, the County provided funding to JALA through a service charge on the filing of certain civil actions in the county and circuit court of the County under the authority of Sections 28.241 and 34.041, Florida Statutes (the Service Charge Proceeds); and,

**WHEREAS**, effective July 1, 2004, and pursuant to the requirements of Section 29.008(3)(a), Florida Statutes, the County is required to provide funding to its legal aid program "at a level equal to or greater than the amount provided from filing fees and surcharges to legal aid programs from October 1, 2002, to September 30, 2003"; and,

**WHEREAS**, in addition to the Service Charge Proceeds, JALA has heretofore utilized funds it has received from other sources to assist in operating the Clay Office at the Current Staffing (the Additional Revenues), including grants from the Florida Bar Foundation (the FBF); and,

**WHEREAS**, pursuant to the terms of this Agreement, the parties desire to provide for the terms and conditions under which the County will provide funding to JALA in accordance with Section 29.008(3)(a), Florida Statutes, for the fiscal year of the County commencing October 1, 2010, and ending at midnight on September 30, 2011.



**W I T N E S S E T H**

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

1. The term of this Agreement shall commence on October 1, 2010, and end at midnight on September 30, 2011.
2. During the term of this Agreement the County covenants to pay to JALA, in equal quarterly installments, and on a reimbursement basis only, the sum of \$140,619.00 (the County Contribution), with the first installment of \$35,154.75 being due and payable on or before January 31, 2011, the second installment of \$35,154.75 being due and payable on or before April 30, 2011, the third installment of \$35,154.75 being due and payable on or before July 31, 2011, and the fourth installment of \$35,154.75 being due and payable on or before October 31, 2011. If less than the amount allocated for reimbursement on a particular installment is paid, the remaining balance on said installment may be added to the amount allocated for reimbursement on any subsequent installment. Such reimbursement shall only be made for those JALA expenses incurred during the term of this Agreement in providing the services set forth in paragraph 4 hereof (the Eligible Expenses).
3. JALA represents to the County that JALA is the program approved and funded by the FBF to provide civil legal services to the low income residents of the County. JALA covenants that it will take such steps as time to time may be necessary and appropriate for maintaining such approved status throughout the term of this Agreement.
4. Throughout the term of this Agreement, JALA shall continue to provide legal assistance to low income persons residing within the County eligible to receive legal services through JALA according to the guidelines established by JALA as of the date first above-written (Qualified Residents).
5. Throughout the term of this Agreement, JALA shall maintain the Clay Office as a full service office for Qualified Residents. Throughout the term of this Agreement, JALA shall continue to maintain at a minimum the Current Staffing at the Clay Office. JALA reserves the right to move the Clay Office in Green Cove Springs, Florida, to another location within the County.
6. JALA covenants that it shall use the County Contribution only for operating the Clay Office and for providing legal services to Qualified Residents.
7. For purposes of this Agreement, the amount of funds that JALA expended for the operation of the Clay Office and for maintaining the Current Staffing during the period from October 1, 2002, through September 30, 2003, in excess of the Service Charge Proceeds expended by JALA during the same period for the same purposes shall be referred to herein as the "Additional Expenditures". During the term of this Agreement, JALA covenants that it will

expend for the operation of the Clay Office and for maintaining the Current Staffing an amount not less than the sum of the County Contribution plus the Additional Expenditures plus ten and one-half percent (10.5%) of the Additional Expenditures.

8. At least thirty calendar days prior to each payment date set forth in paragraph 2 hereof, JALA shall submit a report and a request for reimbursement of its Eligible Expenses to the County's Finance Director in a format acceptable to the Finance Director acting reasonably demonstrating JALA's compliance with the requirements of this Agreement, together with such documents as may be suitable for explaining and supporting the same. Such documents shall include at a minimum copies of all paid invoices and payroll records as well as proof of all payments for which JALA is seeking reimbursement. The County shall have the right to audit or have audited the books and records of JALA for the purposes of determining JALA's compliance with the requirements of this Agreement, and JALA shall fully cooperate with, and lend all appropriate assistance to the County in conducting the same.

9. JALA acknowledges that the payment of the County Contribution by the County to JALA during the term of this Agreement satisfies the County's obligations arising under Section 29.008(3)(a), Florida Statutes, for the fiscal year of the County commencing October 1, 2010, and ending at midnight on September 30, 2011.

[The remainder of this page is intentionally blank.]

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

**County:**

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

**By: \_\_\_\_\_  
W. Travis Cummings  
Its Chairman**

**ATTEST:**

\_\_\_\_\_  
**Fritz A. Behring  
County Manager and Clerk of the  
Board of County Commissioners**

**JALA:**

**Jacksonville Area Legal Aid, Inc., a Florida nonprofit corporation**

**By: \_\_\_\_\_  
Michael Figgins  
Its Executive Director**

**Budget/Finance Committee**

**Approval : 3.**

**Date: 07/06/2010**

**Submitted By:**

Brenda Johns, Purchasing

**Department:**

Purchasing

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**Information**

**Subject**

Approval of Agreement with Reinhold Corporation for the use of a temporary site if needed, to receive, process, reduce and store vegetative debris caused by storms within the county. The use of this site is at no cost to the county.

Funding Source: NA

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**Attachments**

Link: [Reinhold Corporation](#)

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**CLAY COUNTY  
FLORIDA**

**Purchasing Division**  
P.O. Box 1366  
477 Houston Street  
4<sup>th</sup> Floor, Admin Building  
Green Cove Springs, FL  
32043-0367

Area Code: 904  
Phone: 278-3761  
529-3761  
Fax: 278-3728

**County Manager**  
Fritz A. Behring

**Commissioners:**  
Wendell D. Davis  
District 1

Douglas P. Conkey  
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KH (352) 473-3711  
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July 1, 2010

TO: FRITZ BEHRING, COUNTY MANAGER  
FROM: BRENDA JOHNS, CONTRACTS COORDINATOR  
RE: BUDGET/FINANCE MEETING 7/6/10

Please place the following item on the agenda for the above meeting:

**Approval of Agreement with Reinhold Corporation for the use of a temporary site if needed, to receive, process, reduce and store vegetative debris caused by storms within the county. This use of this site is at no cost to the county.**

**Funding Source: NA**

/bj

**CONTRACT / AGREEMENT REVIEW**

\*\*\* DO NOT PLACE ON THE FINANCE AGENDA UNTIL CHANGES FROM PURCHASING,  
LEGAL AND FINANCE ARE INITIALED BY VENDOR\*\*\*

MEETING DATE:

Approved: Y / N

Staff Member Preparing Form:	Erica Lancaster / Alan Altman	Date: 6/8/10
Department Submitting Contract:	Environmental Services	
Vendor Name:	<b>Reinhold Corporation</b>	
Contract Title:	Lease for Yard Trash Operations	<div style="border: 1px solid black; padding: 5px; color: blue; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="color: red; font-weight: bold; font-size: 1.1em;">JUN - 9 2010</div> <div style="color: blue; font-size: 0.9em;">Clay County Attorney's Office</div>

SUMMARY: (to be completed by department)

Basic Review Questions:	Circle One			
1. New Contract/Agreement	<input checked="" type="radio"/> Y	<input type="radio"/> N	13. Contract Amount	0
2. Renewal / Amend./Supplmt.	<input type="radio"/> Y	<input checked="" type="radio"/> N	14. Last Year's Price	0
3. Sole Source *(explain below)	<input type="radio"/> Y*	<input checked="" type="radio"/> N	15. Date of Original Contract	
4. Quotes/bids policy met	<input type="radio"/> Y	<input type="radio"/> N	16. Number of Renewals	0
5. Need to waive bid policy	<input type="radio"/> Y	<input checked="" type="radio"/> N	17. Length of term	Expires December 31, 2010
6. Automatic renewal	<input type="radio"/> n/a	<input checked="" type="radio"/> N	AGREEMENT PURPOSE: County may need a temporary site at which it can receive, process, reduce and store vegetative debris caused by storms within the County.	
7. Payment < 45 days	<input type="radio"/> n/a	<input checked="" type="radio"/> N		
8. Vendor signature	<input type="radio"/> Y	<input checked="" type="radio"/> N	Renewal Changes:	
9. Standard Addendum Executed	<input type="radio"/> Y	<input checked="" type="radio"/> N		
10. Based upon bills submitted	<input type="radio"/> Y	<input checked="" type="radio"/> N		
11. Advance Payment Required	<input type="radio"/> Y	<input checked="" type="radio"/> N		
12. Payment includes Taxes	<input type="radio"/> n/a	<input checked="" type="radio"/> N		
FUNDING SOURCE:			Comments: County shall be obligated to restore property as required in lease.	
Account Number:	n/a			
Account Name:	n/a			

APPROVALS:

Finance: <i>aj</i> Review Date: <i>6/10/10</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">Approved No Changes</td> <td style="width:50%; text-align: center;">Approved With Changes</td> </tr> <tr> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> </table>	Approved No Changes	Approved With Changes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	County Attorney: <i>WAB</i> Review Date: <i>06-10-10</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">Approved No Changes</td> <td style="width:50%; text-align: center;">Approved With Changes</td> </tr> <tr> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> </table>	Approved No Changes	Approved With Changes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Contract Specialist: <i>bj</i> Review Date: <i>6/9/10</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">Approved No Changes</td> <td style="width:50%; text-align: center;">Approved With Changes</td> </tr> <tr> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> </table>	Approved No Changes	Approved With Changes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget & Admin Svcs: <i>ajg</i> Review Date: <i>6-9-10</i>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">Approved No Changes</td> <td style="width:50%; text-align: center;">Approved With Changes</td> </tr> <tr> <td align="center"><input checked="" type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> </table>	Approved No Changes	Approved With Changes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Approved No Changes	Approved With Changes										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										
Approved No Changes	Approved With Changes										
<input checked="" type="checkbox"/>	<input type="checkbox"/>										

RECOMMENDED CHANGES/COMMENTS:

*Assuming that we don't have the occasion to actually use this property for yard trash, do we still have to seed it with pine per paragraph 6? - MR - addressed - bj ✓*

SOLE SOURCE EXPLANATION:

RECEIVED

2010 JUN 10 P 2:48

CLAY COUNTY  
BOARD OF COMMISSIONERS  
FINANCE DEPT.

## **LEASE FOR YARD TRASH OPERATIONS**

This Lease for Yard Trash Operations (this Instrument) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2010, by and between Reinhold Corporation, a Florida corporation (the Lessor), and Clay County, a political subdivision of the State of Florida (the County).

### **Recitals**

**WHEREAS**, Clay County may sustain damage from Hurricanes (Storms) during the 2010 hurricane season these storms can produce high winds and heavy rains within the County, causing extensive vegetative debris from numerous downed trees and limbs; and,

**WHEREAS**, the vegetative debris caused by Storms within the County must be collected, reduced and disposed of by the County as expeditiously as possible in the interest of the health, safety and welfare of its residents; and,

**WHEREAS**, the volume of the vegetative debris caused by Storms within the County is substantially greater than can be accommodated by the County's Yard Trash disposal facility at the Rosemary Hill Solid Waste Management Facility; and,

**WHEREAS**, the County may need a temporary site at which it can receive, process, reduce and store vegetative debris caused by Storms within the County; and,

**WHEREAS**, the Lessor is the owner of a certain parcel of real property more particularly described in Exhibit A attached hereto (the Property); and,

**WHEREAS**, the Lessor is willing to make the Property available to the County for use by the County as a temporary site at which the County can receive, process, reduce and store vegetative debris caused by Storms within the County.

### **WITNESSETH**

In consideration of the sum of Ten Dollars in hand paid by the County to the Lessor, receipt of which is hereby acknowledged, and of the mutual covenants and promises set forth herein, and for other good and valuable consideration, objections to the sufficiency and adequacy of which are hereby waived, the Lessor and the County hereby agree as follows:

1. For purposes of this instrument, the term "Yard Trash" shall mean and include all types of vegetative matter from trees, bushes and shrubs including but not limited to leaves, twigs, branches, limbs, trunks, stumps, roots and the like.

2. Effective as of the date first above-written, the Lessor does hereby lease the Property to the County for use as a site at which the County can receive, process, reduce and store Yard Trash caused by Storms within the County. The County may utilize all lawful means of storing, processing and reducing the Yard Trash upon the Property, including the use of tub grinders and air curtain incinerators.



3. The County covenants as follows:
  - (a) The County shall use the Property and conduct all Yard Trash processing, reduction and storage operations thereon in strict accordance with all laws, rules, regulations, statutes and orders governing the same.
  - (b) The County shall only use the Property for the purposes set forth in paragraph 2 hereof.

4. The term of the lease under paragraph 2 hereof shall remain in effect through December 31, 2010, whereupon the lease shall expire unless extended in writing by amendment to this Instrument. If the County shall fail to comply with each of the several covenants set forth in paragraph 3 hereof, then the Lessor may give written notice to the County Manager of the County of the Lessor's intent to terminate the lease and the grounds therefor. If the County shall fail to cure the non-compliance within ten days following the delivery of said notice, then the Lessor may declare the lease terminated in writing effective immediately upon the delivery thereof to the County Manager of the County.

5. So long as the lease shall remain in effect, the County shall have the exclusive right to use, occupy and possess the Property.

6. In the event the County exercises its right and uses the property for yard trash processing, promptly upon the expiration or termination of the lease, the County shall be obligated to restore the Property to substantially the condition it was in immediately prior to the date first above-written, which shall include the planting of longleaf pine seedlings at a density of up to 600 per acre, within all areas of the Property disturbed by the County's operations.

7. The right on the part of the County to use, occupy and possess the Property under the lease for the purpose set forth in paragraph 2 hereof shall extend to the authorized principals, officers, employees, agents, servants and contractors of the County.

8. Neither this Instrument nor any of the rights of the County under this Instrument is transferable or assignable by the County.

9. Subject to and within the limits set forth in Section 768.28, Florida Statutes, and as otherwise may be limited or prohibited by law, and without waiving or otherwise limiting the sovereign immunity of the County, the County does hereby agree to hold the Lessor harmless for and from any injuries or damages sustained by the County in its use of the Property under this Instrument, and to indemnify and defend the Lessor from and against any and all liabilities, claims, causes, demands, actions, judgments and losses by third parties asserted or entered against the Lessor by reason of the use of the Property under this Instrument by the County and any of its principals, officers, employees, agents, servants and contractors, except for any such liabilities, claims, causes, demands, actions, judgments and losses directly attributable to the negligence or other tortious acts of the Lessor, its principals, officers, employees, agents, servants and contractors. The County further agrees to indemnify and defend the Lessor from

and against any and all liabilities, claims, causes, demands, orders, decrees, actions, judgments, fines and penalties entered, asserted or imposed by any governmental agencies with jurisdiction against the Lessor by reason of the use of the Property under this Instrument by the County and any of its principals, officers, employees, agents, servants and contractors, except for any such liabilities, claims, causes, demands, orders, decrees, actions, judgments, fines and penalties so entered, asserted or imposed and directly attributable to the acts or omissions of the Lessor, its principals, officers, employees, agents, servants and contractors.

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

**Lessor:**

Reinhold Corporation, a Florida corporation

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

Its Vice President

**County:**

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

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

W. Travis Cummings  
Its Chairman

Attest for County:

\_\_\_\_\_  
Fritz Behring  
County Manager and Clerk of the  
Board of County Commissioners

**Clay County Property Appraiser Property Record Card 06-06-26-015248-000-00**

The Clay County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the working taxroll and is subject to change.

W1/2 OF E1/2, E1/2 OF W1/2, N3/4 OF W1/2 OF W1/2 & S1/2 OF SW 1/4 OF SW1/4 O R 467 PG 59 EX 475 PG 495, 936 PG 521, 1493 PGS  
 REINHOLD CORP PO BOX 515 PENNEY FARMS, FL 32079-0515  
 06-06-26-015248-000-00  
 Clay County 2009 R  
 CARD 001 of 002  
 PRINTED 10/12/2009 16:47  
 APPR 5/19/2008 MCAR  
 BY CERTIFIED

BUSE	AE?	HTD AREA	.000	INDEX	12	OP	GCS	MB	PUSE	005700	TIMBERLAND	60/6
MOD	BATH	EFF AREA	23.142	E-RATE	.000	INDX	STR	6-	6-	26		
EXW	FLXT	RCN				AYB	MKT AREA	02			0	BLDG
%	BDRM	%GOOD		BLDG VAL		EYB	LLOC				0	XFOB
RSTR	RMS						AC	67.870			0	LAND
RCVR	UNTS	FIELD CK:					MPCD				10,481	AG
%	C-W%	LOC: ROSEMARY HILL RD GREEN COVE SPRINGS					APPR CD				169,675	MKAG
INTW	HGHT						CMDO				169,675	JUST
%	PMTR						SUBD				10,481	CLAS
FLOR	STYS						BLK					
%	ECON						LOT				0	SOHD
HTTP	FUNC						MAP#	585.00			10,481	ASSD
A/C	SPCD										0	EXPT*
QUAL	DEPR						TXDPT	001			10,481	COTXBL
FNDM	UD-1							10,481	CITXBL		10,481	OPTXBL
SIZE	UD-2											
CEIL	UD-3											
ARCH	UD-4											
FRME	UD-5											
KTCH	UD-6											
WNDO	UD-7											
CLAS	SKAP											
OCC	UD-9											
COND	%											
SUB	A-AREA %	E-AREA	SUB VALUE									

TOTAL																					
-----EXTRA FEATURES-----																					
AE	BN	CODE	DESC	LEN	WID	HGHT	QTY	QL	YR	ADJ	UNITS	UT	PRICE	ADJ	UT	PR	SPCD	%	%GOOD	XFOB	VALUE

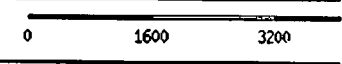
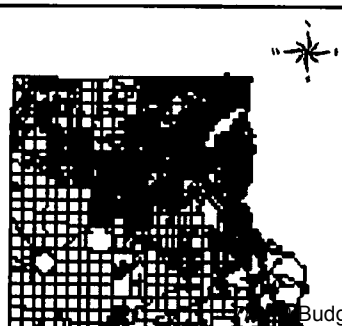
AE	BN	CODE	DESC	LEN	WID	HGHT	QTY	QL	YR	ADJ	UNITS	UT	PRICE	ADJ	UT	PR	SPCD	%	%GOOD	XFOB	VALUE
N	005700	TIMB	60/69				1.00	1.00	1.00	1.00	1.170	AC	120.000								140AG
N	005600	TIMB	70/79				1.00	1.00	1.00	1.00	3.870	AC	2500.000								2,925MK
N	005500	TIMB	80/89				1.00	1.00	1.00	1.00	8.650	AC	180.000								696AG
N	005701	NA/MX	60/69				1.00	1.00	1.00	1.00	22.680	AC	2500.000								9,675MK
N	005601	NA/MX	70/79				1.00	1.00	1.00	1.00	21.870	AC	290.000								2,508AG
													2500.000								21,625MK
													88.750								2,012AG
													2500.000								56,700MK
													137.500								3,007AG
													2500.000								54,675MK

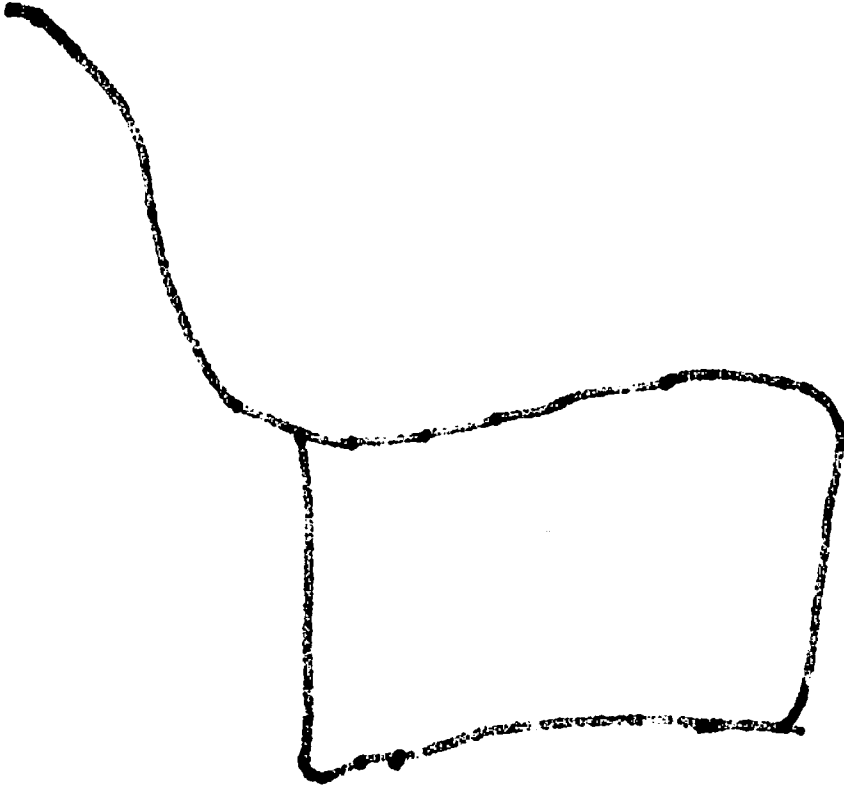
NOTE - R/W 5.4 AC



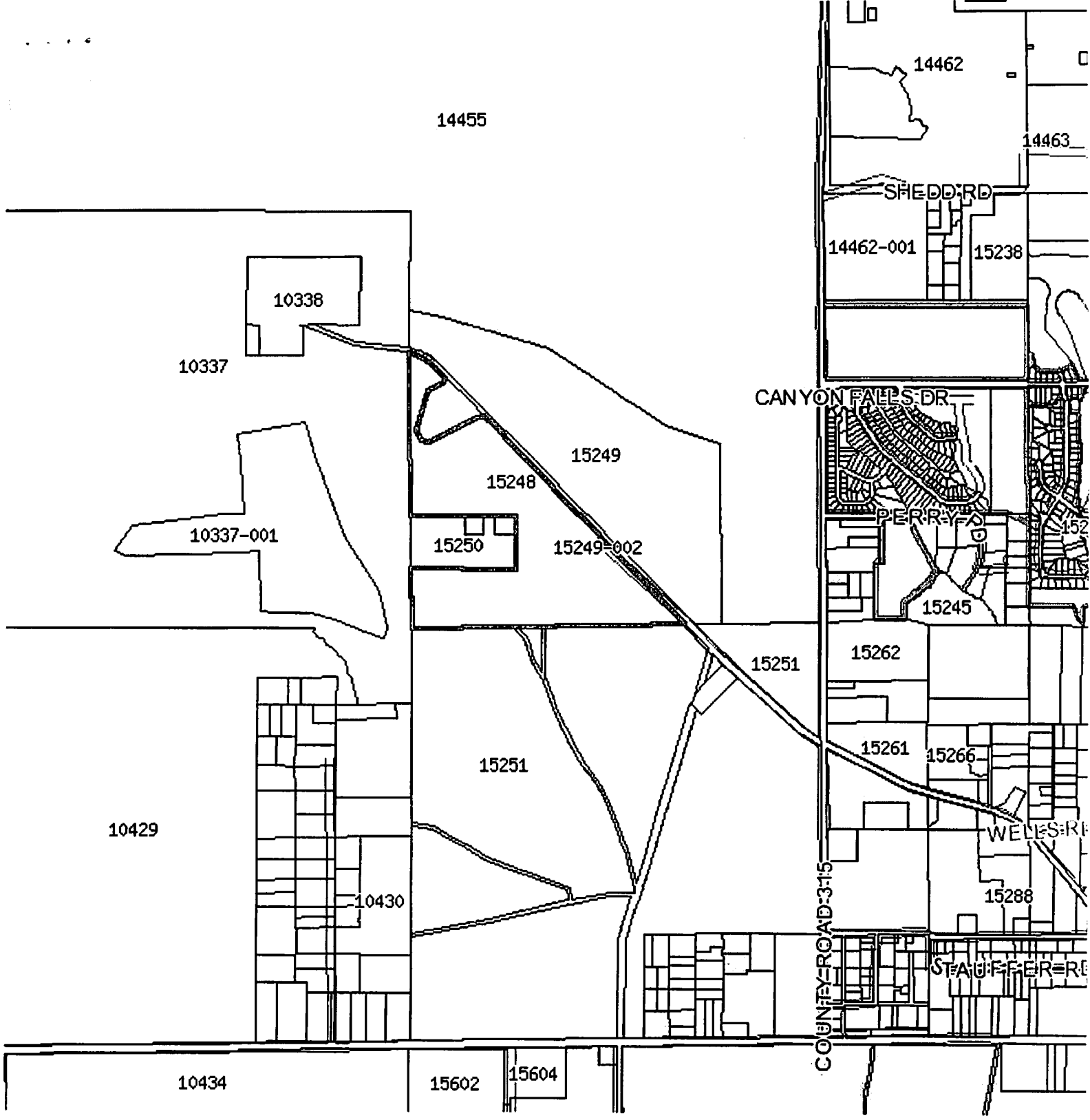
**Clay County Property Appraiser**

3-015248-000-00		
REINHOLD CORP	Land Value:	0
ROSEMARY HILL RD	Building Value:	0
\$ on Vacant= Qual=	Appraisal Value:	0





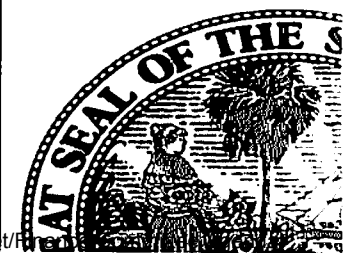
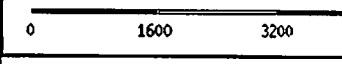
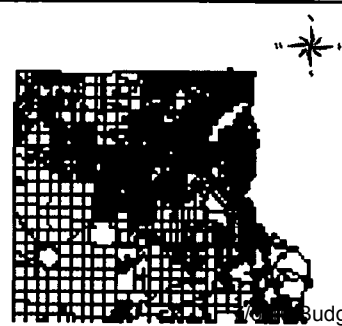




**Clay County Property Appraiser**

015248-000-00

REINHOLD CORP	Land Value:	0
ROSEMARY HILL RD	Building Value:	0
\$ on Vacant= Qual=	Appraisal Value:	0



**Budget/Finance Committee**

**Approval : 4.**

**Date: 07/06/2010**

**Submitted By:** Brenda Johns, Purchasing

**Department:** Purchasing

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**Information**

**Subject**

Approval of Fifth Supplement to Agreement #04/05-133 with R-A-M Professional Group, Inc. to design & permit an environmental center, pavilions, and planting plan for Moccasin Slough, in the amount of \$37,713.60.

Funding Source: 305-95-563000

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**Fiscal Impact**

**Amount Requested:** \$37,713.60

**Budgeted Y/N:** y

**Funding Source:**

Funding Source: 305-95-563000

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**Attachments**

Link: [R-A-M Professional Group](#)

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**CLAY COUNTY  
FLORIDA**

**Purchasing Division**  
P.O. Box 1366  
477 Houston Street  
4<sup>th</sup> Floor, Admin Building  
Green Cove Springs, FL  
32043-0367

Area Code: 904  
Phone: 278-3761  
529-3761  
Fax: 278-3728

**County Manager**  
Fritz A. Behring

**Commissioners:**  
Wendell D. Davis  
District 1

Douglas P. Conkey  
District 2

W. Travis Cummings  
District 3

T. Chereese Stewart  
District 4

Ronnie E. Robinson  
District 5

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

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

July 1, 2010

TO: FRITZ BEHRING, COUNTY MANAGER  
FROM: BRENDA JOHNS, CONTRACTS COORDINATOR  
RE: BUDGET/FINANCE MEETING 7/6/10

Please place the following item on the agenda for the above meeting:

**Approval of Fifth Supplement to Agreement #04/05-133 with R-A-M Professional Group, Inc. to design & permit an environmental center, pavilions, and planting plan for Moccasin Slough, in the amount of \$37,713.60.**

**Funding Source: 305-95-563000**

/bj

CONTRACT / AGREEMENT REVIEW

\*\*\* DO NOT PLACE ON THE FINANCE AGENDA UNTIL CHANGES FROM PURCHASING, LEGAL AND FINANCE ARE INITIALED BY VENDOR\*\*\*

MEETING DATE:  
Approved: Y / N

Staff Member Preparing Form: *Brenda Johns* Date: *6/9/10*  
 Department Submitting Contract: *Parks Recreation + Fairgrounds*  
 Vendor Name: *R-A-M Professional Group*  
 Contract Title: *Moccasin Slough Phase II*

**RECEIVED**  
JUN - 9 2010  
Clay County Attorney's Office

SUMMARY: (to be completed by department)

Basic Review Questions:		Circle One		
1. New Contract/Agreement	Y	<input checked="" type="radio"/> N	13. Contract Amount	<i>*37,713.60</i>
2. Renewal / Amend./Supplmt.	<input checked="" type="radio"/> Y	N	14. Last Year's Price	
3. Sole Source *(explain below)	Y*	<input checked="" type="radio"/> N	15. Date of Original Contract	<i>6/28/05</i>
4. Quotes/bids policy met	<input checked="" type="radio"/> Y	N	16. Number of Renewals	
5. Need to waive bid policy	Y	<input checked="" type="radio"/> N	17. Length of term	
6. Automatic renewal	n/a	<input checked="" type="radio"/> N		
7. Payment < 45 days	n/a	N	AGREEMENT PURPOSE:	<i>To design + permit an Environmental Center, pavilions, + planting Plan for Moccasin Slough.</i>
8. Vendor signature	Y	<input checked="" type="radio"/> N	Renewal Changes:	
9. Standard Addendum Executed	Y	<input checked="" type="radio"/> N		
10. Based upon bills submitted	<input checked="" type="radio"/> Y	N		
11. Advance Payment Required	Y	<input checked="" type="radio"/> N		
12. Payment includes Taxes	n/a	<input checked="" type="radio"/> N		
FUNDING SOURCE:			Comments:	
Account Number: <i>305-95-563000</i>				
Account Name: <i>Infrastructure</i>				

APPROVALS:

Finance: *[Signature]*  
 Review Date: *6/14/10*

Approved No Changes	Approved With Changes
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Contract Coordinator: *[Signature]*  
 Review Date: *6/9/10*

Approved No Changes	Approved With Changes
<input checked="" type="checkbox"/>	<input type="checkbox"/>

County Attorney: *[Signature]*  
 Review Date: *6-10-10*

Approved No Changes	Approved With Changes
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Budget & Admin Svcs: *[Signature]*  
 Review Date: *6-9-10*

Approved No Changes	Approved With Changes
<input checked="" type="checkbox"/>	<input type="checkbox"/>

RECOMMENDED CHANGES/COMMENTS:

\* SOLE SOURCE EXPLANATION:

RECEIVED

2010 JUN 14 A 8:00

CLAY COUNTY  
BOARD OF COMMISSIONERS  
FINANCE DEPT.



IN RE: AGREEMENT #04/05-133  
FIFTH SUPPLEMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
MOCCASIN SLOUGH PROJECT  
PHASE II

This Supplemental Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between **CLAY COUNTY**, a political subdivision of the State of Florida, (hereinafter referred to as the "**COUNTY**"), by and through its Board of County Commissioners, and **THE R-A-M PROFESSIONAL GROUP, INC.**, (hereinafter referred to as the "**ENGINEER**"), the same being supplementary to Contract/Agreement #04/05-133, among the aforesaid parties, dated June 28, 2005, for the conceptual design of the Environmental Center, Pavilions, and Planting Plan at Moccasin Slough Park, Clay County, Florida.

**WHEREAS**, on March 22, 2005, the Board of County Commissioners, in accord with the provisions of Section 287.055, Florida Statutes, selected **ENGINEER** as its design specialist through RFP #04/05-14, to provide the necessary planning, engineering, permitting and construction drawings for the improvements to the Moccasin Slough site in Clay County, Florida; and,

**WHEREAS**, on June 28, 2005, the **COUNTY** and **ENGINEER** entered into Contract/Agreement #04/05-133, which provided for the Conceptual Design to be prepared for Moccasin Slough and payment thereof; and,

**WHEREAS**, this Supplemental Agreement, as provided for in Contract/Agreement #04/05-133, is entered into to provide services for Phase II as described in the attached Exhibit A, which is referenced and made a part of this agreement, for a lump sum cost of **\$37,713.60**.

**WHEREAS**, except with respect to those services specifically identified elsewhere in this Agreement to be provided by third parties, the Engineer covenants that the services provided by it under this Agreement will be rendered solely and directly by the members of the project team identified in its response to the RFQ, or by members of its staff working under the direct supervision of the project team. Except with respect to those services specifically identified elsewhere in this Agreement to be provided by third parties, the Contractor further covenants that it will not subcontract or otherwise outsource any of the work of the project to a third party without the express, prior and written consent of the County, which consent may be withheld for any or no reason in the sole discretion of the County. In addition to any other remedies that may be available to the County for breach of the foregoing covenant, the Engineer shall be liable to the County for a sum equal to the value of the services subcontracted or outsourced, and the County shall have the right to deduct the same from any partial or final payment due to the Engineer under this Agreement.

**WHEREAS**, it is further agreed that this Supplemental Agreement shall not alter or change in any manner the force and effect of the original Contract #04/05-133, except insofar as the same is altered and amended by this Supplemental Agreement.

**NOW BE IT RESOLVED**, that the COUNTY and ENGINEER do hereby agree to supplement original Contract/Agreement #04/05-133 and to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

The R-A-M PROFESSIONAL GROUP, INC.

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

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

\_\_\_\_\_  
W. Travis Cummings, Chairman

Its: \_\_\_\_\_

**ATTEST:**  
  
\_\_\_\_\_  
Fritz A. Behring, County Manager  
and Ex-officio Clerk of the Board





# THE R-A-M PROFESSIONAL GROUP, INC.

CIVIL ENGINEERING - ELECTRICAL ENGINEERING - LANDSCAPE ARCHITECTURE

May 26, 2010

LICENSES  
CA No. 6489  
LC2600197

Ms. Ellen Mattox  
Clay County  
1565 CR-315  
Green Cove Springs, FL 32043

Re: Moccasin Slough Regional Park, Phase 2  
Environmental Center, Pavilions, and Planting Plan  
R-A-M Project 205.005.05

Dear Ellen:

It has been a delight to further define the scope of services for the design of the next phase of this exciting project, as originally described in the meeting held at the County on April 21, 2010 (meeting minutes attached). Per our discussions, we are pleased to transmit our revised proposal package (Exhibit "A") to complete the captioned services. As previously determined, Ebert Norman Brady Architects (ENB) is handling the bulk of the design as a turnkey package (including mechanical, electrical, plumbing, structural, and geotechnical engineering), which is quoted as a not-to-exceed fixed-fee amount (including reimbursables). R-A-M will assume a coordinating role during the design phase and also provide civil geometry and grading plans, tree planting plan (north of the playground), meeting attendance (3) along with ENB, and limited Professional Support During Construction (PSDC), also within a not-to-exceed fixed fee amount.

Also per our discussions, we are assuming R-A-M's as-designed plans for the hexagonal pavilion slab have been built as shown on the plans; further, we are assuming no footings were installed in the two rectangular slabs. We've also been directed to utilize the same County-furnished pavilion design as the one existing for the two rectangular slabs. The County-furnished design will be attached to ENB drawings; any sign and seal requirements for re-using the County-furnished design will be the responsibility of the County. We also assume that the environmental center will be raised off-grade.

Please also note that services captioned herein assume no need for stormwater management permitting nor associated design documentation. A County standard building permit application will be submitted by ENB, to include the environmental center and foundation designs for the existing rectangular slabs. Again, a limited amount of PSDC is provided within R-A-M's and ENB's fixed fee amounts; should additional support be needed, we'd be happy to provide same as a separate effort.

We are ready to begin upon authorization to do so. Thank you again for calling upon R-A-M.

Best personal regards,  
THE R-A-M PROFESSIONAL GROUP, INC.

Wayne C. Reed  
President

WCR/js

P:\ACTIVE\Clay\Col20500505 Moccasin Slough EnvCtr&Pavilions\ADMIN\Mattox\_Phase 2 Ltr 052610 doc

8298 Bayberry Road, Suite 1 - Jacksonville, Florida 32256  
(904) 731-5440 - FAX (904) 731-5465

**Exhibit A**

**A/E FEE PROPOSAL**

Project: **Moccasin Slough Park Phase II Design (Environmental Center and Pavillions)**

Firm: **The R-A-M Professional Group, Inc.**

Date: **May 26, 2010**

**WORK TASKS**

	<u>Rec. Planner</u> <u>L.S. Archt.</u>	<u>QA/QC</u> <u>Engineer</u>	<u>Design</u> <u>Engineer</u>	<u>Senior</u> <u>Designer</u>	<u>CADD</u> <u>Drafter</u>	<u>Clerical</u>	<u>TOTAL</u>
	\$ 135.00	\$ 120.00	\$ 120.00	\$ 90.00	\$ 75.00	\$ 50.00	
<b>PHASE II - DESIGN/PLAN PREPARATION</b>							
Site/Civil Coordination w/ENB	0	0	8	0	0	0	8
Site/Civil Geometry and Grading Plans	0	0	8	0	8	0	16
Tree Planting Plans (Specs. on Drawing)	6	0	0	0	10	0	16
Post Design Coordination with Subcontractors and PSDC	12	0	0	0	0	0.6	12.6
Meeting Attendance (3)	12	0	0	0	0	0	12
<b>Total Hours</b>	<b>30</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>18</b>	<b>0.6</b>	<b>64.6</b>
<b>Total Costs</b>	<b>\$ 4,050.00</b>	<b>\$ -</b>	<b>\$ 1,920.00</b>	<b>\$ -</b>	<b>\$ 1,350.00</b>	<b>\$ 30.00</b>	<b>\$ 7,350.00</b>

**SUBCONTRACTORS**

Ebert, Norman & Brady - Attachment A

\$ 30,174.50

**SUBCONSULTANTS**

Total Costs

\$ 30,174.50

**EXPENSES**

Reprographics/Travel

**EXPENSES**

Total Costs

\$189.10

189.10

**TOTALS**

**FEE** \$ 7,539.10  
**SUBS** \$ 30,174.50  
**TOTAL** \$ 37,713.60

**SUMMARY**

**WORK TASKS**

PHASE II: DESIGN/PLAN PREPARATION  
 SUBCONTRACTORS  
 EXPENSES

**TOTAL**

**TOTAL**  
**MANHOURS** 64.6 \$ 7,350.00  
 \$ 30,174.50  
 \$ 189.10  
**TOTAL** \$ 37,713.60

CONSTRUCTION DRAWINGS/DESIGN BREAKDOWN											
Project:		Moccasin Slough Park Phase II Plan Revisions									
Firm:		The R-A-M Professional Group, Inc.									
Date:		May 26, 2010									
DESCRIPTION	SHEET SIZE	Scale	NO. OF UNIT/SHT	MH PER UNIT/SHT	TOTAL HOURS	30% submittal hours	60% submittal hours (NA)	90% submittal hours	Final submittal hours		
<b>ANALYSIS AND DESIGN:</b>											
Data Collection			0	0	0	0	0	0	0		
Site Analysis			0	0	0	0	0	0	0		
Site/Civil Coordination with ENB			1	8	8	4	0	4	0		
Pavement Design			0	0	0	0	0	0	0		
Roadway/Parking Geometric Analysis and Design			0	0	0	0	0	0	0		
Pond Analysis and Design			0	0	0	0	0	0	0		
Wetland Impact Analysis			0	0	0	0	0	0	0		
					8	4	0	4	0		
<b>PREPARE CONSTRUCTION PLANS:</b>											
<b>Site and Civil Drawings:</b>											
Cover Sheet and Location Map	24"X36"	NTS	0	0	0	0	0	0	0		
Legend, General Notes and Index	24"X36"	NTS	0	0	0	0	0	0	0		
Pre-Development Drainage Map	24"X36"	1"=40'	0	0	0	0	0	0	0		
Existing Site Condition Map	24"X36"	1"=40'	0	0	0	0	0	0	0		
Post Development Drainage Map	24"X36"	1"=40'	0	0	0	0	0	0	0		
Enlarged Parking Area/Geometric Plan	24"X36"	1"=20'	0	0	0	0	0	0	0		
Geometry/Grading Plan (Environmental Center)	24"X36"	1"=20'	1	16	16	0	0	15	1		
Enlarged Parking Area Grading Plan	24"X36"	1"=20'	0	0	0	0	0	0	0		
Tree Planting Plan (North of Playground)/Details	24"X36"	1"=20'	2	8	16	7	0	7	2		
Enlarged Playground Drainage Plan	24"X36"	1"=20'	0	0	0	0	0	0	0		
Pond Layout and Sections/Details	24"X36"	NTS	0	0	0	0	0	0	0		
MOT Plan (Raggedy Point Road)	24"X36"	AS REQ'D	0	0	0	0	0	0	0		
Site Details	24"X36"	NTS	0	0	0	0	0	0	0		
Multi-Use Trail Plan and Profiles	24"X36"	1"=20'	0	0	0	0	0	0	0		
Boardwalk/Exercise Station Layout	24"X36"	1"=20'	0	0	0	0	0	0	0		
Boardwalk/Observation Platform Details	24"X36"	NTS	0	0	0	0	0	0	0		
Park Appurtenances List Tables	24"X36"	NTS	0	0	0	0	0	0	0		
Signing and Pavement Marking Plans	24"X36"	1"=20'	0	0	0	0	0	0	0		
	Total - Site and Civil Drawings =		3		32	7	0	22	3		
<b>PROJECT DESIGN DOCUMENTATION (Assume Not Needed)</b>			Total =	0	0	0	0	0	0		
<b>OPINION OF PROBABLE COST (Assume Not Needed)</b>			Total =	0	0	0	0	0	0		
<b>MEETING ATTENDANCE</b>			Total =	1	12	12	4	0	4		
<b>PERMITTING (Assume Not Needed)</b>			Total =	0	0	0	0	0	0		
<b>POST DESIGN COORDINATION WITH SUBCONTRACTORS AND PSDC</b>			Total =	1	12.6	12.6	0	0	12.6		
<b>TOTALS =</b>						64.6	15	0	30	19.6	64.6



**EXPENSES**

CONSULTANT: The R-A-M Professional Group, Inc.  
 RFP NO.:  
 Date: May 26, 2010

**Moccasin Park - Phase II**  
 FROM:  
 TO:

ITEM DESCRIPTION						ITEM TOTAL	COMMENTS
Drafting Medium: (Original Reproducibles)      0 Sheets @      \$15.00						\$0.00	
Reproduction (Plots and Copies)							
		<u>11 x 17"</u>	<u>Photocopy</u>	<u>24" x 36"</u>			
Phase I (30% Design)		0	0	5	Sheets		0/0/5 sets
Phase II (60% Design)		0	0	0	Sheets		N/A
Phase III (90% Design)		0	0	15	Sheets		0/0/5 sets
Phase IV (100% Design)		0	0	15	Sheets		0/0/5 sets
Permitting		0	0	0	Sheets		0 copies
Bid Set/spccs		0	0	0	Sheets		0/0/0 sets
Total Sheets		0	0	35	Sheets		
Cost:	11 x 17"	0	Sheets @	\$ 0.25 =		\$0.00	
	B&W Copy	0	Sheets @	\$ 0.10 =		\$0.00	
	24" x 36"	35	Sheets @	\$ 1.40 =		\$49.00	\$ 49.00
Travel From: [Consultant Office Location]							
To Project	# Trips						
Transport.	0	x	60	miles	x \$0.445 per mile*	\$0.00	
To Clay County:	# Trips						
Transport.	3	x	60	miles	x \$0.445 per mile*	\$80.10	
To Other Agency:	# Trips						
Transport.	0	x	25	miles	x \$0.445 per mile*	\$0.00	\$80.10
Other (Specify)							
Shipping	2		Deliveries @	\$30.00		\$60.00	\$ 140.10
<b>TOTAL COST</b>						<b>\$189.10</b>	

**Ebert Norman Brady Architects**

1361 13th Avenue South, Suite 230 • Jacksonville Beach, Florida 32250

Tel 904 241 9997 Fax 904 241 7526 • www.enbarchitects.com



June 2, 2010

Mr. Wayne Reed  
The R-A-M Professional Group, Inc.  
8298 Bayberry Road, Suite 1  
Jacksonville, FL 32256

RE: Nature Center and Picnic Pavilions  
Moccasin Slough Park  
Orange Park, Florida  
Architect's Project No. 10026  
REVISED

Dear Wayne:

Attached is our revised fee proposal with the revisions requested by Clay County.

Ebert Norman Brady Architects appreciates this opportunity to present a fee proposal for the subject project. Enclosed is our proposal for architectural, structural and MEP engineering services for a new 2,000 S.F. Nature Center and hexagonal Picnic Pavilion and foundations for the two existing Picnic Pavilions to be constructed at Moccasin Slough Park in Orange Park, Florida. Fee proposals from the structural engineer and MEP engineer are included as backup.

We have divided our work into the following phases: conceptual design, design development and construction documents, bidding, and limited construction administration. As discussed, since there really isn't much civil engineering work, we have assumed that ENB Architects would be managing the overall project and that The R-A-M Group would not have to be directly involved in the project management. Please review this proposal and call if you have any questions. We look forward to working with you on this and future projects.

Sincerely,

A handwritten signature in blue ink, appearing to read "William P.J. Ebert", is written over a light blue horizontal line.

William P.J. Ebert  
President

Enclosures



**FEE ESTIMATE FOR PROFESSIONAL SERVICES**

<b>Project:</b> Moccasin Slough Park Nature Center and Pavilions						<b>ENB Project No.:</b> 10026	
<b>Client:</b> The R-A-M Professional Group, Inc.				<b>Phase:</b> Design thru Construction Administration			
<b>Date:</b> April 30, 2010				<b>Estimator:</b> Bill Ebert			
NO.	DRAWING OR TASK	DIRECT LABOR MAN-HOURS					TOTAL
		Senior Architect	Project Architect	Architect	Cadd Technician	Clerical	
	Meetings / Presentations	12					12
	Conceptual Design	8	12		20		40
	Design Development	4	20		20		44
	Construction Drawings	4	20		40		64
	Construction Specifications		12			8	20
	Quality Control / Consultant Coordination		8			2	10
	Bidding / Permitting		8			2	10
	Submittal Review / Response to RFI's		12			2	14
	Limited Construction Observation		12			2	14
<b>TOTAL LABOR MAN-HOURS</b>		28	104	0	80	16	228
<b>HOURLY RATE</b>		\$125.00	\$100.00	\$87.00	\$65.00	\$55.00	
<b>TOTAL LABOR COST</b>		\$3,500	\$10,400	\$0	\$5,200	\$880	\$19,980
STRUCTURAL (Renstrom Engineering)							\$4,200
MEP (Trusted Engineering)							\$4,000
Geotechnical Exploration and Report (CSI)							\$1,994.50
<b>TOTAL FEE</b>							<b>\$30,174.50</b>

## PROPOSAL FOR ARCHITECTURAL AND ENGINEERING SERVICES

Project: Nature Center and Picnic Pavilions  
Moccasin Slough Park  
Orange Park, Florida  
Architect's Project No. 10026  
Revised: June 8, 2010

Ebert Norman Brady Architects is pleased to submit this proposal for architectural and engineering design services for the above referenced project. As discussed, we propose to perform all design project management and coordinate the design documents of all consultants. Following is a description of our proposed scope of services:

### SCOPE OF BASIC SERVICES

#### CONCEPTUAL DESIGN PHASE

1. Based on the developed program, commence Conceptual Design Phase for the Nature Center and the hexagonal Picnic Pavilion. It is assumed that the rectangular Picnic Pavilions will match the existing Picnic Pavilion and be constructed from the drawings that have already been completed by another architect.  
Concept design presentation will include the following:
  - a. Floor Plans indicating dimensions and proposed materials.
  - b. Exterior Elevations indicating proposed materials.
  - c. Building Sections indication space relationships.
2. Redesign as necessary to meet Owner's approval.
3. Design Development / Construction Documents will commence upon the Owner's written approval of design.

#### DESIGN DEVELOPMENT / CONSTRUCTION DOCUMENTS

1. Research materials and methods of construction and further develop the design.
2. Meet with all engineering consultants to commence their design work. Coordinate this work on an on-going basis.
3. Provide all necessary documents to completely define the project scope for pricing, permitting and construction. We will work with the Owner and Contractor in order to maintain the budget.
4. Drawings – Drawings will include the following:
  - a. Site plan indicating dimensions and location of all site improvements.
  - b. Floor plans indicating all interior and exterior dimensions and proposed materials. All sections and details will be cross-referenced and a table of areas will be provided.
  - c. Roof plan indicating dimensions and materials with sections and details cross-referenced.
  - d. Exterior Elevations indicating all openings, materials and heights. Elevations will be cross-referenced to the sections and details.
  - e. Wall Sections indicating materials, methods of construction, and dimensions.
  - f. Schedules indicating door and window types and sizes.
  - g. Miscellaneous Details as necessary to define all elements of the building's exterior including site improvements.

- h. Civil Drawings including site geometry plan, grading and drainage plan will be performed by The R-A-M Professional Group. Civil Engineer will submit for and coordinate obtaining City and SJRWMD permits, if required.
  - i. Structural Drawings including foundation plan, floor framing plan, roof framing plan, and wall sections and details for the Nature Center and the hexagonal Picnic Pavilion and foundation design only (including limited slab demolition) of the existing two Picnic Pavilions. Provide structural design to meet the requirements of the code and design wind loads. The County will confirm the location and size of the existing foundations that were constructed when the existing slabs were poured. The scope of structural engineering is further defined in the attached fee proposal from Renstrom Engineering.
  - j. Mechanical design services will include energy code compliance calculations and design of the HVAC system for the Nature Center. Plumbing design consists of design of sanitary and water services for the toilet rooms. Mechanical and Plumbing design will be performed by Trusted Engineering and the scope of work is defined in their proposal.
  - k. Electrical design services will include electrical service, electrical calculations, power and telephone and lighting. Site lighting, except exterior lighting on the Nature Center, will not be required. Electrical design will be provided by Trusted Engineering and the scope of work is defined in their proposal.
6. Specifications – Specifications will define the quality of materials, the methods of installation and the installation tolerances. Specifications will be done with input from the Owner.

**CONSTRUCTION ADMINISTRATION**

- 1. ENB Architects and our engineers will work with the Contractor during the construction phase with the objective of delivering a quality project in a timely manner and within budget.
- 2. The Architect will assist in permitting, review submittals and shop drawings, answer questions from the field, and prepare supplemental drawings as necessary.
- 3. All Engineering Consultants will review submittals and shop drawings, answer questions from the field and prepare supplemental drawings as necessary.
- 4. The Architect will visit the construction site, at monthly intervals, to observe construction and to ensure your project is constructed as we planned. We will certify the Contractor's Request for Payment on a monthly basis.

**ADDITIONAL SERVICES**

Work outside of the scope of basic services will be billed on an hourly basis at the following rates:

Principal	\$125.00
Project Architect	\$100.00
Architect	\$ 87.00
CADD Technician	\$ 65.00
Clerical	\$ 55.00

**REIMBURSABLE COSTS**

Geotechnical Exploration and Report (CSI)	\$ 1,994.50
---	-------------

**FEE FOR BASIC SERVICES**

Conceptual Design Phase:	\$ 8,000
Design Development / Construction Document Phase:	\$17,180
Bidding / Permitting Phase:	\$ 1,000
Construction Administration Phase:	\$ 2,000
<hr/>	
Total	\$28,180

**FORM OF AGREEMENT**

The R-A-M Professional Group's standard contract for small projects.

Attachment B



**GEOTECHNICAL COST ESTIMATE**  
**Geotechnical Exploration**  
**Moccasin Slough Park**  
**Environmental Center**  
**Clay County, Florida**

2394 St. Johns Bluff Road, Ste 200  
 Jacksonville, Florida 32246  
 tel (904) 641-1993  
 fax (904) 645-0057

Item Description	Unit	Number of Units		Cost / Unit		Estimated Cost
<b><u>Field Investigation</u></b>						
Mobilization	ea.	1.0	ea.	\$410.00	/ea.	\$410.00
2 SPT Borings @ 30' ea.	ft.	60.0	ft.	\$10.75	/ft.	\$645.00
Boring Layout/Utility Clearance Coordination	hr.	2.0	hr.	\$84.00	/hr.	\$168.00
		<b>Subtotal:</b>				<b>\$1,223.00</b>
<b><u>Laboratory Testing</u></b>						
Organic Content	ea.	1.0	ea.	\$30.00	/ea.	\$30.00
Moisture Content	ea.	1.0	ea.	\$20.00	/ea.	\$20.00
Atterberg Limit	ea.	1.0	ea.	\$82.00	/ea.	\$82.00
Percent Fines	ea.	1.0	ea.	\$24.00	/ea.	\$24.00
		<b>Subtotal:</b>				<b>\$156.00</b>
<b><u>Engineering/Support Services</u></b>						
Senior Engineer	hr.	1.0	hr.	\$129.00	/hr.	\$129.00
Project Engineer	hr.	2.0	hr.	\$107.00	/hr.	\$214.00
Staff Engineer	hr.	1.0	hr.	\$84.00	/hr.	\$84.00
CADD	hr.	2.0	hr.	\$59.00	/hr.	\$118.00
Clerical	hr.	1.5	hr.	\$47.00	/hr.	\$70.50
		<b>Subtotal:</b>				<b>\$615.50</b>
<b>TOTAL COST:</b>						<b>\$1,994.50</b>

RENSTROM ENGINEERING, INC.  
Structural Engineering      Certificate of Authorization: 5605

May 4, 2010

Mr. William Ebert, AIA  
Ebert Norman Brady Architects  
1361 13th Ave South, Suite 230  
Jacksonville Beach, Florida 32250

Re: Moccasin Slough Park Improvements  
Clay County, Florida

Dear Mr. Ebert,

I am writing to offer this proposal for us to provide structural engineering services for the above project. This proposal is based on your emailed information.

My understanding of the work involved in this project is in two areas. One is the construction of a new one story building of approximately 2000 square feet. It will be wood framed, possibly heavy timber, with wood stud walls and off grade floors. The other is the design of open pavilions similar to one that is at the site now. There will be three pavilions total, one new design and two that <sup>will</sup> may require foundations only. Foundations for all structures will be individual spread or wall footings.

We will provide structural engineering services for this project which include:

Construction Documents:

- 1.) Structural consultation for architectural elements requiring structural guidance.
- 2.) Design of the main structural components and preparation of structural drawings for construction.
- 3.) Review and editing of your specification sections which pertain to structural work, or provide my own sections.

Construction Review:

- 1.) Review of structural shop drawings.
- 2.) Periodic site visits.

2710 Rogero Road \* Jacksonville, Florida 32211 \* phone 904-745-1710 \* fax 904-745-1353



RENSTROM ENGINEERING, INC.  
 Structural Engineering      Certificate of Authorization 5305

Page 2 – Moccasin Slough Park Improvements

The project fee has been broken down into the different phases as follows:

Contract drawings:	Building	\$ 2,500
	Pavilions	\$ 1,500
Shop drawing review/ one site visit		\$ 200
Additional site visits		\$ hourly

This agreement does not include cost estimates, reproduction of originals, changes in scope of project, remedial work due to contractor errors, or any other additional services. We will bill you for these items on an hourly/cost basis as follows:

Engineering -----	\$75.00/hr.
Drafting -----	\$45.00/hr.

-----  
 The following geotechnical/soil related items are not a part of this contract:

- A. Determination of soil bearing pressures.
- B. Determination of site preparation procedures.
- C. Preparation of earthwork specifications.

The above information should be conveyed to the Owner and he should be encouraged to obtain the services of a Registered Geotechnical Engineer. If we are not provided with a soil bearing capacity, we will design the foundations for 2000 psf and a disclaimer will be put on the foundation drawings.

-----  
 Please call if you have any questions. Should you find this agreement acceptable as written, please sign and fax a copy to us for our records.

Sincerely,

*Richard M. Renstrom*

Richard M. Renstrom, P. E.

\_\_\_\_\_  
 Accepted by                      Date

2710 Rogero Road \* Jacksonville, Florida 32211 \* phone 904-745-1710 \* fax 904-745-1353

**Trusted Engineering**  
MECHANICAL ELECTRICAL & PLUMBING ENGINEERING and CONSULTING

Attn: Bill Ebert  
ENB Architects  
1361 13<sup>th</sup> Avenue South  
Jacksonville Beach, FL, 32250  
904.241.9997

April 26, 2010

Proposal for:        Nature Center  
                             Clay County

Dear Bill,

Thank you for the opportunity to submit this proposal regarding the engineering services for the above mentioned project.

The nature center will be approximately 2,000 SF including a porch. It will be designed in the "Cracker" style similar to the Mandarin Museum. The structure will be either exposed trusses or heavy timber. The program calls for a porch, reception area, classroom, display area, small office with storage closet and toilet rooms accessible from the exterior. The toilet rooms will have two toilets in the Women Room (1 HC accessible) and two sinks and one (HC accessible) toilet in the Mens Room and a urinal and two sinks. This building will have HVAC, electrical, lighting and plumbing. Site lighting is not necessary as it was installed in the previous project.

Our proposal is based on the following scope of services:

1. Provide Mechanical, Electrical and Plumbing drawings for permit.
2. Architectural drawings shall be provided for our use.
3. Reflected ceiling plan, including fixtures selections, shall be provided for our use.
4. Mechanical System shall be split-system type. Air Handler/Heat Pump.
5. Electrical System shall be 120/208V.
6. Shop drawing review.

**EXCLUSIONS**

1. Site Lighting
2. Construction Administration.
3. Site Visit(s).

**REIMBURSIBLE EXPENSES**

1. All related printing and delivery costs (+10%).
2. Travel time, mileage etc., beyond what is stated above (+10%).

*TRUSTED ENGINEERING* - Mechanical, Electrical & Plumbing Engineering and Consulting  
ILLINOIS (630)670-7810    FLORIDA (904)342-1075    FAX(866)229-8300  
4090 Hoages Blvd. #1107, Jacksonville, FL 32224

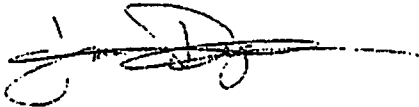
**FEES**

1. Our fee for the above scope of services shall be \$3,500.00.
2. Should a field survey be required, there shall be an additional fee of \$500.00.
3. We will bill balance upon submittal of drawings or bi-monthly progress billing, whichever comes first.
4. Terms on all invoices will be 30 days.
5. Any unpaid charges within the 30 day term will draw an interest of 1-1/2% per month, which is an annual percentage rate of 18-1/2%.
6. Should we need to initiate collection procedures for unpaid balances, the cost of such procedures, including attorney fees and court costs, will be added to the amount due to *Trusted Engineering*.
7. Work requests beyond the mentioned scope of services shall be billed at an hourly rate as indicated:
  - a. Principal @ \$130 per hour
  - b. Engineer @ \$95 per hour
  - c. Drafting @ \$60 per hour

Upon agreement of this proposal, please sign, date and fax to (866)229-8300. The retainer shall be mailed to the address listed at the bottom of the page.

Thank you for your business. We look forward to working with you!

Regards,



Jason Dyer, P.E.  
President  
Trusted Engineering

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

Authorized Signature & Date: \_\_\_\_\_

*TRUSTED ENGINEERING* - Mechanical, Electrical & Plumbing Engineering and Consulting  
ILLINOIS (630)670-7810 FLORIDA (904)342-1075 FAX(866)229-8300  
4090 Hodges Blvd. #1107, Jacksonville, FL 32224

**Budget/Finance Committee**

**Approval : 5.**

**Date: 07/06/2010**

**Submitted By:** Brenda Johns, Purchasing

**Department:** Purchasing

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**Information**

**Subject**

Approval of Addendum #34 to Agreement #92/93-171 with Jones Edmunds for consulting services for monitoring closed landfills, monthly landfill inspections, financial assurance estimates, and assistance with Solid Waste Master Plan, in the amount of \$448,400.00.

Funding Source: 401-3802-531300

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**Fiscal Impact**

**Amount Requested:** \$448,400

**Budgeted Y/N:** y

**Funding Source:**

Funding Source: 401-3802-531300

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**Attachments**

Link: [Jones Edmunds](#)

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**CLAY COUNTY  
FLORIDA**

**Purchasing Division**  
P.O. Box 1366  
477 Houston Street  
4<sup>th</sup> Floor, Admin Building  
Green Cove Springs, FL  
32043-0367

Area Code: 904  
Phone: 278-3761  
529-3761  
Fax: 278-3728

**County Manager**  
Fritz A. Behring

**Commissioners:**  
Wendell D. Davis  
District 1

Douglas P. Conkey  
District 2

W. Travis Cummings  
District 3

T. Chereese Stewart  
District 4

Ronnie E. Robinson  
District 5

**Switchboard:**

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

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

July 1, 2010

TO: FRITZ BEHRING, COUNTY MANAGER  
FROM: BRENDA JOHNS, CONTRACTS COORDINATOR  
RE: BUDGET/FINANCE MEETING 7/6/10

Please place the following item on the agenda for the above meeting:

**Approval of Addendum #34 to Agreement #92/93-171 with Jones Edmunds for consulting services for monitoring closed landfills, monthly landfill inspections, financial assurance estimates, and assistance with Solid Waste Master Plan, in the amount of \$448,400.00.**

**Funding Source: 401-3802-531300**

/bj

**CONTRACT / AGREEMENT REVIEW**

\*\*\* DO NOT PLACE ON THE FINANCE AGENDA UNTIL CHANGES FROM PURCHASING,  
LEGAL AND FINANCE ARE INITIALED BY VENDOR\*\*\*

MEETING DATE:

Approved: Y / N

Staff Member Preparing Form:	Erica Lancaster / Alan Altman	Date: 6-9-10
Department Submitting Contract:	Environmental Services	RECEIVED
Vendor Name:	<b>Jones Edmunds</b>	JUN 10 2010
Contract Title:	Technical Consulting Services	Clay County Attorney's Office

**SUMMARY: (to be completed by department)**

Basic Review Questions:	Circle One		
1. New Contract/Agreement	Y	Ⓝ	13. Contract Amount \$ 448,400.00
2. Renewal / Amend./Supplmt.	Ⓝ	N	14. Last Year's Price \$ 646,778.00
3. Sole Source *(explain below)	Y*	Ⓝ	15. Date of Original Contract 9/28/1993
4. Quotes/bids policy met	Y	N	16. Number of Renewals
5. Need to waive bid policy	Y	Ⓝ	17. Length of term
6. Automatic renewal	n/a	Ⓝ	
7. Payment < 45 days	n/a	Ⓝ	AGREEMENT PURPOSE: Consulting services for monitoring
8. Vendor signature	Y	Ⓝ	closed landfills, monthly landfill inspections, financial assurance
9. Standard Addendum Executed	Y	Ⓝ	estimates, assist in Solid waste master plan etc.
10. Based upon bills submitted	Ⓝ	N	Renewal Changes:
11. Advance Payment Required	Y	Ⓝ	
12. Payment includes Taxes	n/a	Ⓝ	
FUNDING SOURCE:			Comments:
Account Number:	401-3802-531300		
Account Name:	Eng, Arch & Appraisal		

**APPROVALS:**

Finance: <i>D</i> Review Date: <i>6/10/10</i>	<table border="1" style="width:100%; text-align: center;"> <tr> <td>Approved No Changes</td> <td>Approved With Changes</td> </tr> <tr> <td align="center">✓</td> <td></td> </tr> </table>	Approved No Changes	Approved With Changes	✓		County Attorney: <i>BJW</i> Review Date: <i>6-8-10</i>	<table border="1" style="width:100%; text-align: center;"> <tr> <td>Approved No Changes</td> <td>Approved With Changes</td> </tr> <tr> <td align="center">✓</td> <td></td> </tr> </table>	Approved No Changes	Approved With Changes	✓	
Approved No Changes	Approved With Changes										
✓											
Approved No Changes	Approved With Changes										
✓											
Contract Specialist: <i>bj</i> Review Date: <i>6/8/10</i>	<table border="1" style="width:100%; text-align: center;"> <tr> <td>Approved No Changes</td> <td>Approved With Changes</td> </tr> <tr> <td align="center">✓</td> <td></td> </tr> </table>	Approved No Changes	Approved With Changes	✓		Budget & Admin Svcs: <i>ajg</i> Review Date: <i>6/10/10</i>	<table border="1" style="width:100%; text-align: center;"> <tr> <td>Approved No Changes</td> <td>Approved With Changes</td> </tr> <tr> <td align="center">✓</td> <td></td> </tr> </table>	Approved No Changes	Approved With Changes	✓	
Approved No Changes	Approved With Changes										
✓											
Approved No Changes	Approved With Changes										
✓											

**RECOMMENDED CHANGES/COMMENTS:**

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**\* SOLE SOURCE EXPLANATION:**

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ROUTING PROCESS: 1- Budget & Admin Svcs 2-PURCHASING DIVISION 2-LEGAL DEPARTMENT 3-FINANCE DEPARTMENT

RECEIVED

2010 JUN 14 A 8:00

CLAY COUNTY  
BOARD OF COMMISSIONERS  
FINANCE DEPT.

**TECHNICAL CONSULTING SERVICES AGREEMENT**  
**ADDENDUM NO. 34**  
**CLAY COUNTY**

This **ADDENDUM**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010, by mutual agreement of the parties hereto, is made a part of Technical Consulting Agreement No. 92/93-171 dated September 28, 1993 by and between Clay County (OWNER) and Jones, Edmunds & Associates, Inc. (ENGINEER), and by being made a part of said Agreement is therefore subject to the conditions and considerations contained therein, unless otherwise provided herein.

This **ADDENDUM** consists of providing engineering services described in the Workscope and Fee Estimate attached hereto incorporated herein.

The maximum compensation authorized by this **ADDENDUM** is \$448,400. Compensation for these services and all future services shall be in accordance with the attached hourly rates.

In all other respects, except as amended herein, the terms and conditions of Technical Consulting Agreement No. 92/93-171, as previously amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have accepted, made and executed this **ADDENDUM** upon the terms and conditions above stated on the day and year first above written.

ENGINEER:

COUNTY:

JONES, EDMUNDS & ASSOCIATES, INC.

CLAY COUNTY

By: \_\_\_\_\_  
Stanley F. Ferreira, Jr., P.E.  
Chief Operating Officer

By: \_\_\_\_\_  
Chairman, Clay County  
Board of County Commissioners

ATTEST

ATTEST

\_\_\_\_\_  
Name: Michelle R. Haynes  
Title: Contracts and Liability Coordinator

\_\_\_\_\_  
Name: Fritz Behring,  
County Manager and Ex-Officio  
Clerk of the Board of  
County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**TECHNICAL CONSULTING SERVICES AGREEMENT - ADDENDUM NO. 34  
CLAY COUNTY LANDFILLS PERMIT COMPLIANCE SERVICES**

**WORKSCOPE**

FDEP permits associated with this workscope are listed below:

Landfill	Permit No.	Issue Date	Expiration Date
Camp Blanding	0065052-004-SF	September 8, 2005	June 12, 2015
Doctors Inlet	0069336-004-SF	February 9, 2006	July 16, 2015
Keystone Heights (Class II/III)	0069328-002-SF	May 28, 2004	February 4, 2014
Long Bay	0069333-006-SF	September 8, 2005	June 5, 2015
Rosemary Hill	0014546-004-SF	August 18, 2006	December 12, 2015
Rosemary Hill Waste Tire	0155272-003-WT	March 26, 2010	March 26, 2015

**Overview**

Workscope and costs are presented for permit compliance services, solid waste planning, and other tasks for the Clay County landfills to fulfill the requirements of the Florida Department of Environmental Protection (FDEP) permits and the needs of Clay County.

Costs for landfill compliance monitoring are listed in Tasks A through E and include field sample collection, laboratory analyses, report preparation, and re-sampling. Quality assurance/quality control samples will be collected and analyzed. Report preparation includes updating the historical database, generating groundwater contour maps, reviewing quality assurance/quality control issues, and preparing reports and electronic data deliverables. Reports will be submitted to FDEP and Clay County. The workscope for each landfill site is described below.

Costs for other permit compliance tasks and needs of Clay County are listed in Tasks F through P. The workscope for each task site is described below.

### **A. Camp Blanding Landfill**

Included are field sample collection, laboratory analyses, and reporting costs for the following:

- Semiannual Events for two Background Wells, eight Compliance Wells, nine MOP Wells
- Semiannual Events for three Surface Water Stations
- Semiannual Events for Appropriate QA/QC Samples

Semiannual Events included in this workscope are:

- Second Semiannual 2010
- First Semiannual 2011

### **B. Doctors Inlet Landfill**

Included are field sample collection, laboratory analyses, and reporting costs for the following:

- Semiannual Events for one Background Well and four Compliance Wells
- Semiannual Events for one Surface Water Station
- Semiannual Events for Appropriate QA/QC Samples

Semiannual Events included in this workscope are:

- Second Semiannual 2010
- First Semiannual 2011

### **C. Keystone Heights Landfill**

Included are field sample collection, laboratory analyses, and reporting costs for the following:

- Semiannual Events for one Background Well and five Compliance Wells
- Semiannual Events for Appropriate QA/QC Samples

Semiannual Events included in this workscope are:

- Second Semiannual 2010
- First Semiannual 2011

### **D. Long Bay Landfill**

Included are field sample collection, laboratory analyses, and reporting costs for the following:

- Semiannual Events for three Background Wells and five Compliance Wells
- Semiannual Events for Appropriate QA/QC Samples

Semiannual Events included in this workscope are:

- Second Semiannual 2010
- First Semiannual 2011

#### **E. Rosemary Hill Solid Waste Management Facility**

Included are field sample collection, laboratory analyses, and reporting costs for the following:

- Semiannual Events for two Background Wells and 16 Compliance Wells
- Semiannual Events for five Surface Water Stations
- Semiannual Events for Appropriate QA/QC Samples
- Annual Event for two Leachate Stations

Semiannual Events included in this workscope are:

- Second Semiannual 2010 (Includes Annual Leachate)
- First Semiannual 2011
- Second Semiannual 2011 (Includes Annual Leachate)

#### **F. Monthly Landfill Inspections and Minor Repairs**

Costs are included for monthly inspections, reports, and minor repairs at all five landfills. Costs for major repairs are not included.

#### **G. Landfill Gas Monitoring**

Costs are included for quarterly landfill gas monitoring and reporting for all five landfills. Gas monitoring probe locations and on-site structures, including the scale house, office buildings, transfer station, and maintenance buildings will be monitored as required by the permits. Costs are not included for significant additional work, such as the extension of current landfill gas monitoring networks.

#### **H. Annual Financial Assurance Cost Estimates**

FDEP requires long-term-care cost estimates to be revised annually. Long-term-care cost estimates for each landfill will be reviewed to determine if any changes have taken place since the previous submittal and revised if necessary. Each estimate will be prepared in accordance with FDEP requirements and will be signed and sealed by a Professional Engineer.

#### **I. Annual Stormwater Certifications**

Costs for preparing annual stormwater certification letters are included. This includes reviewing site inspection reports and construction drawings. Each stormwater certification will be signed and sealed by a Professional Engineer.

## **J. Biennial Reports**

Costs are included for preparing biennial technical reports summarizing the compliance monitoring data in accordance with permit-specific conditions. The biennial reports will be submitted to FDEP and Clay County. Biennial reports that will be prepared during this workscope period are listed below:

- Camp Blanding Landfill – Due December 1, 2011
- Keystone Heights Landfill – Due March 15, 2011 (Permit Clarification Required)
- Long Bay Landfill – Due June 4, 2011
- Rosemary Hill Solid Waste Management Facility – Due December 1, 2011

A biennial report for Doctors Inlet Landfill is not required during this workscope period.

## **K. Landfill Permit Renewals**

No permit renewal applications are due for any of the landfills during this workscope period. No costs are included for permit renewal or modification.

## **L. Rosemary Hill NPDES Compliance**

Clay County was issued a National Pollution Discharge Elimination System (NPDES) Multi-Sector Generic Permit (MSGP) in September 2005. The permit expires in September 2010 and the County must submit a Notice of Intent to FDEP for the MSGP to be renewed.

Current permit requirements include:

- Weekly stormwater system inspections (conducted by the County).
- Quarterly visual inspections of stormwater quality (conducted by the County).
- Quarterly stormwater discharge sampling during Years 2 and 4 of the MSGP cycle (conducted by the County with Jones Edmunds' assistance).
- Annual non-stormwater assessment and certification (conducted by the County).
- Annual personnel training related to the NPDES program (conducted by Jones Edmunds and the County).
- Annual review of the stormwater program and Stormwater Pollution Prevention Plan (conducted by Jones Edmunds).
- Annual stormwater-program compliance evaluation and report (conducted by Jones Edmunds).
- Annual Discharge Monitoring Report submittal to FDEP during Years 2 and 4 of the MSGP cycle (prepared and submitted by Jones Edmunds).
- Annual stormwater certification listed in Item D above (prepared by Jones Edmunds).

Jones Edmunds prepared a Clay County Landfills Inspection Requirements Summary document in 2009 that includes program requirement summaries and the associated forms that record the data and information. Jones Edmunds will update the document to current requirements.

The Spill Prevention, Control, and Countermeasures (SPCC) Plan and SPCC program that Jones Edmunds prepared for the Rosemary Hill Landfill is included in the annual stormwater-program compliance evaluation. The SPCC program includes the following requirements:

- Certification by a Florida-registered engineer (done by Jones Edmunds).
- Monthly oil-product storage-tank system inspections for containers capable of holding 55 gallons or more (conducted by the County).
- Initial training and subsequent annual training in the SPCC program for all personnel handling oil (conducted by Jones Edmunds and the County).
- Release notification to the appropriate regulatory entity for specific incidents (done by the County).
- Plan amendment to include changes in systems or activities (conducted by Jones Edmunds).
- Plan recertification if the changes significantly affect oil type, quantity, storage location, configuration, or handling at the landfill (done by Jones Edmunds).

Costs are included for Jones Edmunds to help the County with these tasks.

#### **M. Rosemary Hill Leachate Collection System Inspection Assistance**

The Rosemary Hill Solid Waste Management Facility permit requires inspection or clean-out between May 31 and September 15, 2010. Results of the inspection/clean-out should be submitted to FDEP within 15 days of completing the work. We have included costs for helping the County coordinate this task. These costs are not intended for actually performing or subcontracting the work.

It should be noted that the interior leachate tank inspections are not required during this workscope period but are due during December 2011. Costs for the leachate tank inspections are not included in this Addendum.

#### **N. Solid Waste Master Plan RFP Assistance**

As part of Addendum 32, Jones Edmunds prepared a Solid Waste Management Study that evaluated the current solid waste program, historical and future solid waste quantities and trends, and future solid waste collection and disposal alternatives. From that study and continued work with the County it was determined that the County would prepare a Request for Proposals (RFP) for a public/private partnership for a County-owned and privately operated landfill in Clay County. Additionally, Jones Edmunds has prepared the first part of the RFP process, the Request for Qualifications (RFQ). The RFQ was advertised in January, 2010 and the selection of firms allowed to participate in the RFP process was made by the Clay County Board of County Commissioners in April 2010. The RFP draft was submitted to the County in May 2010.

As part of Addendum 34, Jones Edmunds will continue to work with the County in the preparation of the RFP, will assist the County during the advertisement phase, and assist with the evaluation of the proposals once they are received. The work associated with finalizing the RFP will include preparing final versions of the RFP, reviewing comments made by County Staff,

editing the RFP document based on those comments, and attending meetings with County Staff and the Board. During the advertisement phase Jones Edmunds will attend the mandatory pre-bid meeting, help the County respond to requests for information, and prepare addenda. Once the proposals are received we will help the County evaluate the proposals by evaluating the sites based on the criteria set out in the RFP and preparing a report of our findings.

Jones Edmunds will also provide assistance to the County to implement other recommendations made in the report including, working with other communities and private solid waste management companies for regional solid waste management cooperation. This includes assisting Clay County staff with evaluation of alternatives, meetings with other communities, working with other consultants, and other related tasks. Jones Edmunds will attend required meetings and make presentations to the Board as part of the evaluation process. Not all work items possibly associated with this task can be identified at this time, but an estimated cost is shown in the fee estimate.

#### **O. Landfill Contamination Assessment Contingency**

A contingency amount has been included if additional contamination assessment activities are required at any of the landfill sites. This work may include additional groundwater monitoring well installation, sampling, laboratory analysis, report preparation, and correspondence with FDEP. Not all work items possibly associated with this task can be identified at this time, but an estimated cost is shown in the fee estimate.

#### **P. Contingency**

Nothing is included in this workscope that is not specifically listed. A contingency amount of \$30,000 is included for other services as needed.

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### **COMPENSATION AND INVOICING**

It is understood that the "Fee Estimate" amounts shall be available for all events/tasks under the total workscope of this project. Individual event/task fee estimates in this workscope are estimates only. Project invoicing shall be compared relative to "Total For Addendum 34" and not individual event/task fee estimates. Funds shall be available to all aspects of this project.

Should the schedule change for any of the event/task items listed, that portion of the work under this Addendum 34 may be completed and invoiced in Fiscal Year 2011/2012.

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**TECHNICAL CONSULTING SERVICES AGREEMENT - ADDENDUM 34  
CLAY COUNTY LANDFILLS PERMIT COMPLIANCE SERVICES**

**FEE ESTIMATE**

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A. Camp Blanding Landfill	\$ 25,000
B. Doctors Inlet Landfill	\$ 16,000
C. Keystone Heights Landfill	\$ 16,000
D. Long Bay Landfill	\$ 15,000
E. Rosemary Hill Solid Waste Management Facility	\$ 73,000
F. Monthly Landfill Inspections and Minor Repairs	\$ 48,000
G. Landfill Gas Monitoring	\$ 18,000
H. Annual Financial Assurance Cost Estimates	\$ 8,000
I. Annual Stormwater Certifications	\$ 2,500
J. Biennial Reports	\$ 22,400
K. Landfill Permit Renewals	\$ -
L. Rosemary Hill NPDES Compliance	\$ 13,500
M. Rosemary Hill Leachate Collection System Inspection Assistance	\$ 3,000
N. Solid Waste Master Plan RFP Assistance	\$ 118,000
O. Landfill Contamination Assessment Contingency	\$ 40,000
P. Contingency	\$ 30,000
 TOTAL FOR ADDENDUM 34	 \$ 448,400

**JONES EDMUNDS & ASSOCIATES, INC.**

**CLAY COUNTY  
2010-2011 STANDARD LABOR RATES**

DISCIPLINE	LABOR RATES (\$/HOUR)	
	2010	2011
Junior Administrative Assistant	\$37.53	\$38.46
Senior Administrative Assistant	\$64.20	\$65.80
Junior Document Production	\$46.42	\$47.58
Senior Document Production	\$73.09	\$74.91
CADD Drafter / Field Technician	\$54.32	\$55.67
Junior Field Technician / Inspector	\$71.11	\$72.88
Senior Field Technician / Inspector	\$98.77	\$101.23
Junior CADD Drafter	\$80.99	\$83.01
Senior CADD Drafter	\$115.56	\$118.44
Junior Design Engineer / Scientist	\$74.08	\$75.93
Design Engineer / Scientist	\$98.77	\$101.23
Project Engineer / Scientist	\$110.62	\$113.38
Senior Project Engineer / Scientist	\$135.31	\$138.69
Project Manager	\$138.28	\$141.73
Senior Project Manager	\$158.03	\$161.98
Chief Engineer	\$165.93	\$170.07
Project Officer	\$212.36	\$217.66





CLAY COUNTY - ADDENDUM 34  
EQUIPMENT RENTAL AND SUPPLY  
EXPENSE VOUCHER

PROJECT NAME: \_\_\_\_\_ EVENT: \_\_\_\_\_  
PROJECT NUMBER: \_\_\_\_\_ DATE(S): \_\_\_\_\_

**Long Form - All Environmental Field Equipment**

EQUIPMENT/ITEM	RENTAL RATES			QUANTITY			TOTAL
	UNIT	USE	WEEK (>3 days)	@ DAY RATE	@ WEEK RATE	@ UNIT RATE	
<b>DRILLING EQUIPMENT - 0201</b>							
Deep Rock Drill Rig	\$ 150	per day	\$ 450				\$ -
Hand Augers	\$ 25	per day	\$ 75				\$ -
Power Auger	\$ 50	per day	\$ 150				\$ -
<b>PUMPS - 0202</b>							
Air Compressor	\$ 25	per day	\$ 75				\$ -
Bladder Pump Controller (for Dedicated Pumps)	\$ 15	per day	\$ 45				\$ -
Compressed Air Cylinders to Power Pumps	\$ 10	per well					\$ -
Generator	\$ 50	per day	\$ 150				\$ -
Grundfos Sampling Pump System	\$ 50	per day	\$ 150				\$ -
Micropurge Pump System	\$ 25	per day	\$ 75				\$ -
Micropurge Controller	\$ 15	per day	\$ 45				\$ -
Micropurge Pump	\$ 10	per day	\$ 30				\$ -
Peristaltic Pump	\$ 20	per day	\$ 60				\$ -
12 volt Pony Pump	\$ 15	per day	\$ 45				\$ -
Gasoline-Engine Centrifugal Pump	\$ 20	per day	\$ 60				\$ -
Portable Bladder Pump System	\$ 25	per day	\$ 75				\$ -
<b>SAMPLING METERS - 0203</b>							
Conductivity Meter	\$ 15	per day	\$ 45				\$ -
Dissolved Oxygen Meter	\$ 15	per day	\$ 45				\$ -
Drawdown Meter	\$ 10	per day	\$ 30				\$ -
Electronic Water Level Indicator	\$ 10	per day	\$ 30				\$ -
pH Meter	\$ 15	per day	\$ 45				\$ -
pH/ORP (Redox) Meter	\$ 20	per day	\$ 60				\$ -
Turbidimeter	\$ 15	per day	\$ 45				\$ -
YSI 556 Multi-Probe Meter	\$ 45	per day	\$ 135				\$ -
<b>LANDFILL GAS METERS - 0204</b>							
Landtec GA-90	\$ 100	per day	\$ 300				\$ -
Sniffer %LEL Meter	\$ 40	per day	\$ 120				\$ -
<b>ORGANIC VAPOR ANALYZERS - 0205</b>							
Foxboro OVA	\$ 80	per day	\$ 240				\$ -
Foxboro TVA-1000	\$ 120	per day	\$ 360				\$ -
<b>HYDROLABS - 0206</b>							
Hydrolab Water Quality Instrument	\$ 150	per day	\$ 450				\$ -
<b>SLUG TEST EQUIPMENT - 0207</b>							
Hermit Data Logger & Transducers	\$ 150	per day	\$ 450				\$ -
<b>SAMPLING EQUIPMENT AND SUPPLIES - 0208</b>							
Bladder Pump Polyethylene Tubing	\$ 0.10	per foot					\$ -
Grundfos Pump Polyethylene Tubing	\$ 0.25	per foot					\$ -
Peristaltic Pump Polyethylene Tubing	\$ 0.15	per foot					\$ -
Tygon Tubing	\$ 2.50	per foot					\$ -
Disposable Bladder Pump Bladders/Parts	\$ 20	each					\$ -
Disposable Filters (.45 or 1.0 μ)	\$ 20	each					\$ -
Disposable Polyethylene Bailer	\$ 10	each					\$ -
Disposable Teflon Bailer	\$ 20	each					\$ -
Encore T-Handle	\$ 15	per day	\$ 45				\$ -
Flow-Through Cell	\$ 5	per day	\$ 15				\$ -
Monitored Natural Attenuation (MNA) Kits	\$ 10	each					\$ -
Sampling Meter Calibration Fluids	\$ 5	per day	\$ 15				\$ -
Sampling Supplies (Bailed Wells)	\$ 10	each					\$ -
Sampling Supplies (Pumped Wells)	\$ 10	each					\$ -
Teflon Bailer	\$ 10	each					\$ -



**CLAY COUNTY INVOICES  
BILLING INFORMATION**

**CLAY COUNTY BILLING:**

3rd Party ODC's = 1.10  
In-House ODC's = 1.00

**Check each new project to make sure this does  
not change.**

**CLAY COUNTY HAS CLIENT-SPECIFIC LABOR BILLING RATES.**

**IN-HOUSE ODC'S are billed at 1.00 and they include:**

- \*CADD/Computer Costs (@\$12.50/hour)
- \*In-House Equipment Rentals
- \*Reproduction (Copies - see rate below)
- GIS Time (@\$5.00/hour)

**3RD PARTY ODC'S are billed at 1.10 and they include:**

- \*Subcontractors: i.e., Pace Analytical Services, Inc., ABC Research, Inc., Others.
- \*Freight and Courier: (Shipping), i.e., Greyhound, UPS, FedEx, Skampers
- \*Field Supplies: i.e., ice, water, etc.
- \*Outside Vendor Equipment Rentals
- \*University Imaging
- \*Permit (FDEP)

**NO TRAVEL RELATED ITEMS ARE BILLABLE, EXCEPT FIELD SUPPLIES. (i.e., no mileage, meals, hotels, etc.)**

**CLIENT PAYS:       \$.15/PAGE FOR COLOR & B/W COPIES. (8-1/2 x 11 or 11 x 17)**

Date: 07/06/2010

**Submitted By:** Brenda Johns, Purchasing  
**Department:** Purchasing

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**Information**

**Subject**

Approval (pending approval of the 10/11 budget) of Agreement with Horizon Behavioral Services, LLC, for the Employee Assistance Program, which provides social and psychological assistance for employees and their dependents at a cost of \$1.21 per employee per month, which is less than last year. This agreement has a three-year term and approval would lock in the price for three years, which would be beneficial to the County.

Funding Source: 001-0103-531400

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**Fiscal Impact**

**Amount Requested:** TBD **Budgeted Y/N:** y

**Funding Source:**  
Funding Source: 001-0103-531400

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**Attachments**

Link: [Horizon Behavioral Services](#)

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**CLAY COUNTY  
FLORIDA**

**Purchasing Division**  
P.O. Box 1366  
477 Houston Street  
4<sup>th</sup> Floor, Admin Building  
Green Cove Springs, FL  
32043-0367

Area Code: 904  
Phone: 278-3761  
529-3761  
Fax: 278-3728

**County Manager**  
Fritz A. Behring

**Commissioners:**  
Wendell D. Davis  
District 1

Douglas P. Conkey  
District 2

W. Travis Cummings  
District 3

T. Chereese Stewart  
District 4

Ronnie E. Robinson  
District 5

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

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

July 1, 2010

**TO: FRITZ BEHRING, COUNTY MANAGER**  
**FROM: BRENDA JOHNS, CONTRACTS COORDINATOR**  
**RE: BUDGET/FINANCE MEETING 7/6/10**

Please place the following item on the agenda for the above meeting:

**Approval (pending approval of the 10/11 budget) of Agreement with Horizon Behavioral Services, LLC, for the Employee Assistance Program, which provides social and psychological assistance for employees and their dependents at a cost of \$1.21 per employee per month, which is less than last year. This agreement has a three-year term and approval would lock in the price for three years, which would be beneficial to the County.**

**Funding Source: 001-0103-531400**

/bj

CONTRACT / AGREEMENT REVIEW

\*\*\* DO NOT PLACE ON THE FINANCE AGENDA UNTIL CHANGES FROM PURCHASING, LEGAL AND FINANCE ARE INITIALED BY VENDOR\*\*\*

MEETING DATE:  
Approved: Y / N

Staff Member Preparing Form: Rich O'Connell Date: 6/9/10  
 Department Submitting Contract: HR  
 Vendor Name: HORIZON Behavioral Services, LLC  
 Contract Title: Employee Assistance Program

RECEIVED  
JUN 10 2010  
Clay County Attorney's Office

SUMMARY: (to be completed by department)

Basic Review Questions:	Circle One		
1. New Contract/Agreement	Y	<input checked="" type="radio"/> N	13. Contract Amount <u>\$1.21 / Employee / month approx 1,750 yr</u>
2. Renewal / Amend./Supplmt.	<input checked="" type="radio"/> Y	N	14. Last Year's Price <u>1.22 / Employee / month approx 12,500 yr</u>
3. Sole Source *(explain below)	Y*	<input checked="" type="radio"/> N	15. Date of Original Contract <u>10/1/08</u>
4. Quotes/bids policy met	<input checked="" type="radio"/> Y	N	16. Number of Renewals
5. Need to waive bid policy	Y	<input checked="" type="radio"/> N	17. Length of term <u>3 years</u>
6. Automatic renewal	<input checked="" type="radio"/> n/a	N	
7. Payment < 45 days	<input checked="" type="radio"/> n/a	N	AGREEMENT PURPOSE: <u>To provide social and psychological assistance for a variety of reasons for employees and their dependents</u>
8. Vendor signature	Y	<input checked="" type="radio"/> N	Renewal Changes: <u>Reduction of .01% per employee per month</u>
9. Standard Addendum Executed	<input checked="" type="radio"/> Y	N	
10. Based upon bills submitted	Y	<input checked="" type="radio"/> N	
11. Advance Payment Required	Y	<input checked="" type="radio"/> N	
12. Payment includes Taxes	<input checked="" type="radio"/> n/a	N	

FUNDING SOURCE:  
 Account Number: 001-0103-531400  
 Account Name: Personal/mental/No related support

Comments: IT would be to The County's benefit To Agree To a 3 year term with The Rate Locked in vice 2 one year extensions

APPROVALS:

Finance: <u>6/9/10</u>	<input checked="" type="checkbox"/> Approved No Changes	<input type="checkbox"/> Approved With Changes	County Attorney: <u>MJR</u>	<input type="checkbox"/> Approved No Changes	<input checked="" type="checkbox"/> Approved With Changes
Review Date:	<input checked="" type="checkbox"/>		Review Date: <u>06-10-10</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Contract Specialist: <u>by</u>	<input checked="" type="checkbox"/> Approved No Changes	<input type="checkbox"/> Approved With Changes	Budget & Admin Svcs: <u>gag</u>	<input checked="" type="checkbox"/> Approved No Changes	<input type="checkbox"/> Approved With Changes
Review Date: <u>6/9/10</u>	<input checked="" type="checkbox"/>		Review Date: <u>6/10/10</u>	<input checked="" type="checkbox"/>	

RECOMMENDED CHANGES/COMMENTS:

Original Agreement allows for yearly renewals.  
Funding pending approval of FY 10/11 Budget

\* SOLE SOURCE EXPLANATION:

RECEIVED

2010 JUN 10 P 4: 15

CLAY COUNTY  
BOARD OF COMMISSIONERS  
FINANCE DEPT.



## FIRST AMENDMENT TO AGREEMENT

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into effective as of the 1<sup>st</sup> day of October, 2010, by and between HORIZON BEHAVIORAL SERVICES, LLC, a Delaware limited liability company (“HBS”), and **Clay County Board of County Commissioners**, a Florida corporation (“Employer”).

### RECITALS:

**WHEREAS**, Employer and HBS entered into an Agreement effective October 1, 2008 (“the Agreement”), and Employer and HBS desire to amend the Agreement in the manner and form set forth herein.

**NOW THEREFORE**, in consideration of the covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Employer and HBS hereby amend the Agreement as follows, effective **October 1, 2010**:

1. **Section 3.1 – Compensation to HBS**, of the Agreement, is replaced with:

3.1 Compensation to HBS. Employer agrees to pay HBS for the EAP Services rendered to Employer under this Agreement on a quarterly basis a fee of One Dollar and Twenty-One Cents (\$1.21) per Eligible Employee/per month (the “EAP Fee”) for the first three (3) years, and adjusted annually thereafter based on the Consumer Price Index published by the Bureau of Labor Statistics, or no more than 6% in any subsequent contract year. The EAP Fee shall be due and payable on the 1st day of the first month of each contract quarter during the term of this agreement. The total quarterly fee shall be based upon the number of Eligible Employees as of the first day of the previous month. The count of Eligible Employees and the resultant fee amount due for each service, may be amended or corrected by Employer for a period of ninety (90) days subsequent to the month for which the fees are due, based on submission of corrected census information. ~~If HBS is not paid within the time period set forth above, then, in addition to such delinquent payment, Employer shall pay HBS a late payment charge equal to one and one-half percent (1.5%) of the delinquent payment which charge shall accrue monthly until the delinquent payment is paid in full.~~ The rates on which the EAP Fee is based shall be guaranteed for an initial three (3) year period. During that three (3) year period, if the number of Eligible Employees is reduced by more than twenty percent (20%) or if, clinical utilization (telephonic and/or face-to-face EAP Sessions) exceeds ten percent (10%), HBS reserves the right to review pricing or negotiate new pricing if necessary based on clinical utilization and the number of Eligible Employees. Conversely, if the number of Eligible Employees is increased by more than twenty percent (20%), Employer reserves the right to review pricing and request the re-negotiation of new pricing if necessary.

→ All payments to HBS will be made in accordance with the local Government Prompt Payment Act.



2. **Section 4.1 – Term [for Initial Term]**, of the Agreement, is replaced with:

4.1 **Term.** This Agreement shall be effective as of the 1<sup>st</sup> day of October, 2010, and shall remain in full force and effect for a period of three (3) year (“Initial Term”) and thereafter shall automatically renew for successive one-year terms (“Renewal Terms”) until terminated in accordance with the terms of this Agreement. This Agreement may automatically terminate upon the mutual written agreement of the parties hereto.

3. **Exhibit “A” – Employee Assistance Program Services**, of the Agreement is replaced with Exhibit “A” attached hereto.

Except as expressly amended by the terms of this First Amendment, the Agreement remains in full force and effect. In the event of any conflict between the Agreement and this First Amendment, this First Amendment shall control.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Agreement effective as of the date and year first above written. Each party has had adequate opportunity for review by counsel of their choice and fully understands the terms of this Agreement.

**“HBS”  
HORIZON BEHAVIORAL SERVICES, LLC**

By: \_\_\_\_\_  
Cindy Sheriff

Title: President

**“Employer”  
Clay County Board of County Commissioners**

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

Title: \_\_\_\_\_

**Exhibit "A"**  
**Employee Assistance Program Services**

A. **Evaluation and Assessment.** Each Covered Person shall receive initial evaluation and assessment by a HBS Counselor for mental health or substance abuse problems, and the HBS Counselor shall refer the Covered Person to the appropriate non-EAP Provider or agency if the presenting problem is not amenable to short-term EAP counseling.

B. **Telephone Consultation and Referral.** Each Covered Person shall receive consultation from HBS for personal and life problems, and, when indicated, HBS shall refer the Covered Person to the appropriate non-EAP resource.

C. **Counseling Sessions.** Each Covered Person may receive five (5) counseling sessions (including the initial evaluation and assessment session(s)) per problem per contract year with a HBS Counselor through the Employee Assistance Program.

D. **Emergency Triage.** HBS will provide 24-hours a day, seven days a week emergency intake and referral for Covered Persons with a mental health or substance abuse crisis using a toll-free telephone line.

E. **Management Consultation and Referral Services.** HBS will provide consultation for managers, supervisors and executive level personnel to consult with HBS Care Managers about troubled employees or to make performance-based referrals within the context of the employee assistance benefit.

F. **Identity Theft Consultation.** HBS will offer a comprehensive array of Identity Theft Consultation which includes preventative assistance to aid in protecting sensitive information before theft occurs and aid in cases where an ID theft may have happened through a vendor such as CLC, Inc.

G. **Legal Services.** HBS will offer a comprehensive array of legal counseling services that includes telephone and/or face-to-face consultation with an attorney and supportive counseling when indicated through a vendor such as CLC, Inc.

H. **Financial Services.** HBS will offer comprehensive financial services, including personal consultation, through a financial services vendor such as CLC, Inc.

I. **Horizoncarelink.** Online EAP services for members and managers through our website, <http://www.horizoncarelink.com> which includes online training programs, forms and articles, assessments, library, news, legal and financial services and access to web-based worklife services.

J. **Employee Communication Materials.** HBS shall make available to Employer and Employer's employees, standard EAP communication materials (e.g. STT brochures, posters, brochures) designed to increase manager and employee EAP awareness as noted below at the time of initial implementation. Materials will be drop-shipped to Employer's corporate headquarters, or an alternative site designated by Employer, for distribution by Employer to employees. Excluding initial orders, all Shipping and Handling expenses associated with the promotional materials will be billed to the Employer. Additional EAP communication materials will be provided to Employer at an additional fee. Any other materials, which the Employer may distribute, shall also be at the Employer's expense and must receive the written approval of HBS.

Standard materials included for implementation and annual communications under this Agreement are:

- Somewhere to Turn brochures in a quantity equal to 120% of the number of Eligible Employees for distribution at implementation and then as needed on an annual basis.
- Q&A sheets in a quantity equal to 120% of the number of Eligible Employees for distribution at implementation and then as needed on an annual basis.
- Manager Updates in a quantity equal to 20% of the number of Eligible Employees for distribution on a quarterly basis.
- Two Orientation Videos, which may be duplicated for distribution at implementation.
- Posters for display at work sites in a quantity up to 5% of the number of Eligible Employees at implementation and on an annual basis.
- Online EAP Reminders on a quarterly basis.
- Other materials available upon request for additional charges.

K. Fitness for Duty (FFD) Consultation and Coordination. HBS provides expert consultation dealing with decisions regarding the need for Fitness for Duty Evaluations. HBS assists in recommending a FFD facilitator and assists in the coordination with these providers. HBS can be an additional resource to review FFD paperwork before it is sent to Employer. HBS can further case manage FFD expectations prior to the employee returning to work. A Fitness for Duty Evaluation is a forensic evaluation completed by a psychologist, psychiatrist, or master-level clinician outside the EAP, for the purpose of evaluating an employee's ability to safely perform the functions of their job, assess risk, and provide a company with a legally defensible report suggesting steps needed to be taken to minimize employer risk in returning the employee to work. . Typically, the evaluation includes some or all of the following: clinical interview, psychological testing, and collateral interviews, and is not seen as therapy. It is solely Employer's responsibility to decide whether to refer an employee for a Fitness for Duty Evaluation. Employer is responsible for working directly with the FFD provider as well as paying for the Fitness for Duty Evaluation directly. Only the Employer may make decisions, for example, regarding retaining or dismissing employees.

L. Safety Evaluation. A referral to the EAP for an employee who has been involved in a traumatic event (ie: shooting, fatality, etc.), demonstrated emotional instability in the workplace, used poor judgment, or had a policy violation. The clinician is able to assess if there is an imminent danger. With a signed release, oral reports are provided stating employee's compliance. Report can state, at this time, employee is safe to return to work with the understanding that to HBS' knowledge there is no imminent danger. Only the Employer may make decisions regarding returning, retaining, or dismissing employees for work. Evaluations can direct an employee to further counseling, evaluation, or even suggest that a Fitness for Duty Evaluation would be necessary. No psychological testing, collateral reports, or legally defensible report is completed.

M. Substance Abuse Professional (SAP) Consultation and Referral. Upon request of Employer, for drug and alcohol cases that fall under the Department of Transportation (DOT) guidelines, HBS shall provide initial and ongoing management consultation and referral to our specialized network of qualified Substance Abuse Professionals to conduct initial assessment and provide treatment recommendations. After HBS set's up the initial appointment, the Employer is responsible for working directly with the SAP as well as paying the SAP directly. HBS can be an additional resource to review SAP paperwork before it is sent to Employer but can only communicate recommended changes to the SAP. Follow-up, Compliance and Aftercare attendance monitoring is performed by Employer.

N. Critical Incident Stress Debriefing (CISD)/Critical Incident. HBS will make available to Employer, upon its request, at Employer's premises, an EAP Provider to provide group counseling to Employer's employees in the event of a catastrophic incident affecting a group of employees (e.g.

employee suicide, natural catastrophe, on-the-job injury causing death). HBS will schedule a CISD at the worksite with a group of employees directly impacted by a critical incident as soon as clinically necessary following the traumatic event. CISDs will be limited to a maximum of twenty (20) hours per incident.

O. Pool of Thirty-Six Hours Included. HBS will provide thirty-six (36) hours per three (3) year period, pooled during the duration of this three (3) year agreement, between Employee Orientations, Supervisor Orientations and Trainings, Seminars and Wellness programs and Compliance Trainings performed by an HBS Employee. Additional hours beyond the thirty-six (36) pooled or Compliance Trainings not performed by an HBS Employee will be provided at the fee-for-service rates outlined below.

**The following EAP Services are in addition to the per Eligible Employee/per month fee:**

P. Reduction in Force. The process by which a work organization reduces its work force by eliminating jobs, such as closing subsidiaries or departments. On-site services for Reduction in Force will be provided at the rate of **Three Hundred Twenty-Five Dollars (\$325.00)** per hour/per clinician. Travel both to and from the Employer's premises shall be paid at a rate of **Fifty Dollars (\$50.00)** per hour of travel. Cancellations within twenty-four (24) hours of requested service will be charged a **Three Hundred Twenty-Five Dollar (\$325.00)** administrative fee.

Q. Grief Groups. An on-site group that is facilitated by a provider to help employees deal with a loss of a co-worker, family member, etc. Grief Groups will be provided at the rate of **Three Hundred Twenty-Five Dollars (\$325.00)** per hour/per clinician. Travel both to and from the Employer's premises shall be paid at a rate of **Fifty Dollars (\$50.00)** per hour of travel. Cancellations within twenty-four (24) hours of requested service will be charged a **Three Hundred Twenty-Five Dollar (\$325.00)** administrative fee.

R. Employee Orientation Meetings. HBS will make available on-site meetings for Eligible Employees to acquaint Eligible Employees with the operation of the Employee Assistance Program and to encourage Eligible Employees to use the Employee Assistance Program, at the rate of **Two Hundred Seventy-Five Dollars (\$275.00)** per clinician/per hour. Travel both to and from the Employer's premises shall be paid at a rate of **Fifty Dollars (\$50.00)** per hour of travel. The date and time of such orientation meetings shall be mutually agreed-upon by HBS and Employer.

S. Supervisor Orientation and Training. HBS will make available training programs for Employer's employees providing supervision of the Employee Assistance Program as part of their day-to-day duties. The purpose of this training program will be to acquaint supervisors with the operation of the Employee Assistance Program and to motivate supervisors to encourage Covered persons to use the Employee Assistance Program. Supervisor Orientations and Trainings will be provided at the rate of **Two Hundred Seventy-Five Dollars (\$275.00)** per clinician/per hour. Travel both to and from the Employer's premises shall be paid at a rate of **Fifty Dollars (\$50.00)** per hour of travel.

T. Seminars and Wellness Programs. HBS will make available to Covered Persons periodic on-site hours of EAP trainings on such topics as stress management, weight loss, smoking, conflict resolution and substance abuse prevention. HBS will also provide web-based seminars, in which participants view the presentation through their web browser and listen to the audio through their telephone. On-site EAP trainings are available at the rate of **Two Hundred Seventy-Five Dollars (\$275.00)** per hour/per clinician. Travel both to and from the Employer's premises shall be paid at a rate of **Fifty Dollars (\$50.00)** per hour of travel. Web-based seminars are available at the rate of **Two Hundred Dollars (\$200.00)** per hour/per clinician.

U. Compliance Trainings. HBS provides Compliance Trainings on topics such as Department of Transportation (DOT) Drug/Alcohol Awareness, Diversity in the Workplace, Drug Free Workplace, Sexual Harassment for Employees, and Violence in the Workplace. Compliance Trainings will be provided at the rate of **Three Hundred Fifty Dollars (\$350.00)** per hour/per clinician. Travel both to and from the Employer's premises shall be paid at a rate of **Fifty Dollars (\$50.00)** per hour of travel. Cancellations within twenty-four (24) hours of requested service will be charged a **Three Hundred Fifty Dollar (\$350.00)** administrative fee.

V. Comprehensive Substance Abuse Professional (SAP) Services. Upon request of Employer, for drug and alcohol cases that fall under the Department of Transportation (DOT) guidelines, HBS shall provide initial and ongoing management consultation, initial and follow up SAP evaluation, as well as case management throughout the Substance Abuse Professional (SAP) aftercare recommendations. HBS shall refer to a qualified SAP to conduct initial assessment and provide treatment recommendations, follow-up testing schedule, referral to treatment resource and compliance meeting, as defined by Department of Transportation (DOT) SAP guidelines. After an Eligible Employee's return to the workplace, and upon request of Employer, HBS shall provide ongoing case management through completion of aftercare recommendations. Per DOT Regulation, Employer has final decision-making authority regarding the return of an Eligible Employee to the workplace. If a referral to a treatment resource occurs, Eligible Employee will be responsible for the cost of services provided by the treatment source. Comprehensive SAP services shall be provided by HBS at the rate of **Seven Hundred Fifty Dollars (\$750.00)** per case.

**The above quotes are valid only for ninety (90) days from the date of this Agreement. Pricing will be provided upon request after such ninety (90) day period.**

CLAY COUNTY  
AGREEMENT/CONTRACT # 07/08-119

Control No. 2008078

**AGREEMENT**

**THIS AGREEMENT** is made and entered into effective as of the 1st day of October 2008, by and between HORIZON BEHAVIORAL SERVICES, INC. d/b/a Horizon Health EAP Services, a Delaware corporation ("HBS"), and Clay County Board of County Commissioners, a Florida corporation ("Employer").

**RECITALS:**

**WHEREAS**, HBS provides administrative, counseling and referral services to employers for Employee Assistance Programs established for the benefit of their employees and their dependents; and

**WHEREAS**, Employer has established an Employee Assistance Program pursuant to ERISA for the benefit of its eligible employees and other eligible persons; and

**WHEREAS**, HBS is willing and able to provide the EAP Services described herein for the Employee Assistance Program established by the Employer;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

**Article I**  
**Definitions**

1.1 "Claim" shall mean a written claim on the form designated by HBS that is presented to HBS by an EAP Provider for EAP services rendered by the EAP Provider to a Covered Person and is for a date of service that occurred during the term of this Agreement.

1.2 "Covered Person" shall mean an Eligible Employee or an Eligible Dependent.

1.3 "EAP Services" shall mean the individual counseling, marital counseling, and/or family counseling associated with work-related problems, parent-child differences, disease management or wellness programs, and substance abuse issues; telephone consultation; management consultation services; and referral services described in Exhibit "A" attached hereto.

1.4 "Eligible Dependent" shall mean the spouse or minor child of an Eligible Employee or any person residing in the Eligible Employee's household who is eligible to receive services from the Employee Assistance Program.

1.5 "Eligible Employee" shall mean a full-time or part-time employee, or COBRA beneficiary of Employer who is eligible to receive services under the Employee Assistance Program as established by the Employer.