



Budget / Finance Committee Agenda
November 14, 2011; 2:00 p.m.

ITEM(S) SUBMITTED FOR APPROVAL

1. Approval of changes to the list of designated purchasing agents appointed and approved by the County Manager to submit requisitions and make purchases in accordance with the provisions of the purchasing policy. Per the Purchasing Policy, this list is to be updated when changes are made thereto. Details provided in attachment. (K. Thomas)
2. Approval of Budget Transfer #11-266 in the total amount of \$7,800.00 to cover unanticipated legal fees incurred in FY10/11. \$5,164.08 of this transfer is within the same cost center, however, \$2,635.92 of the transfer is out of contingency.
Funding Sources: 001-0301-Various & 001-9900-599100 (K. Zebraski)
3. Approval of Budget Amendment #12-022 and Resolution to record receipt of unanticipated revenue in the amount of \$61,977.00 from the State of Florida, Division of Emergency Management, 2011 Emergency Management Performance Grant (EMPG). These funds will be used for the operation of the Emergency Management Program.
Funding Source: 001-001-331212 (K. Zebraski)
4. Approval of an Agreement with the State of Florida Department of Financial Services for a State Homeland Security Grant (SHSGP) in the amount of \$77,847.00, to fund sustainment of HAZMAT equipment, training for HAZMAT and Special Ops Teams. This grant is administered on a reimbursement basis and no matching funds are required.
(L. Mock/B. Johns)
5. Approval of Budget Amendment #12-026 and Resolution in the amount of \$77,847.00 to record unanticipated revenue received from the State of Florida, Dept of Financial Services, 2010 State Homeland Security Grant Program (SHSGP). The funds are to be used for Fire Rescue sustainment, HazMat training and technical rescue training. This item is contingent upon Board approval of the 2010 SHSGP Agreement with the State.
Funding Source: 142-142-331200 (K. Zebraski)
6. Approval of Budget Transfer #12-027 in the amount of \$3,263.00 to provide the County's obligatory grant fund match for the Supervisor of Elections Federal Election Activities Grant which was approved by the Board on November 8, 2011. This transfer is between cost centers in the same fund. Funding Source: 001-0101-531000 (D. Moore)
7. Approval of proposed funding agreement between the County and the University of Florida Board of Trustees for the benefit of the Department of Pediatrics, Division of Child Protection & Forensic Pediatrics, College of Medicine-Jacksonville. Funding Source: 001-2504-531000 (F. Moss)

8. Approval of Proposed Renewal Contract with West for three-year subscription for Westlaw Patron Access for use at the Clay County Courthouse by attorneys and the public. Funding Source: 108-1001-566000 (F. Moss)
9. Approval to post notice of intent and to award Bid #10/11-13, Henley Road Widening, as recommended by the Engineer of Record to The Haskell Company DBA Jax Utilities Construction in the amount of \$14,848,334.16. Approval will be effective after 72-hour bid protest period has expired, assuming no protests are received. Submittals are available for review in the Purchasing Department. Funding Source: 305-6012-563000 (K. Thomas)
10. Approval of a three-year agreement with the City of Jacksonville for Medical Examiner services rendered to Clay County. The fees to be charged are on a per case basis as outlined in Item #3 of the agreement. Funding Source: 001-2001-534000 (L. Mock/B. Johns)
11. Approval of Automatic and Mutual Aid agreement with St. Johns County to facilitate the joint and mutual use of fire and emergency medical facilities and equipment in the event of an emergency. (L. Mock/B. Johns)
12. Approval of Automatic and Mutual Aid agreement with the City of Jacksonville to facilitate the joint and mutual use of fire and emergency medical facilities and equipment in the event of an emergency. (L. Mock/B. Johns)
13. Approval of Fiscal Year 11/12 Funding Agreement, on a reimbursement basis, with the Clay County Sheriff's Office (CCSO) Pipe and Drum Corps in an amount not to exceed \$1,500.00. This funding comes from the Florida Arts License Plate collections and will be used to provide uniforms, equipment, etc. The expense report for this fund for FY 10/11 is also attached showing disbursement of these funds last year. Funding Source: 117-3317-549100 (S. Kopelousos/B. Johns)
14. Approval of Mutual Agreement Certification with Nextel Operations, Inc. to facilitate planning activities for Reconfiguration of the 800 MHz radio equipment as outlined in a previously approved Amendment #3 to Agreement #07/08-85 (copy attached). No funding is involved with this agreement. (L. Mock/B. Johns)
15. Approval of reorganization plan for the BCC County Manager staff, and, additional approval to amend the Clay County Administrative Code to reflect changes. (S. Kopelousos)

Budget/Finance Committee

Approval : 1.

Date: 11/14/2011

Submitted For: Karen Thomas **Submitted By:** Donna Fish, Purchasing
Department: Purchasing

Information

Subject

Changes to the list of designated purchasing agents appointed and approved by the County Manager to submit requisitions and make purchases in accordance with the provisions of the purchasing policy. Per the Purchasing Policy this list is to be updated when changes are made thereto.

Background

Changes include:

Employees Added:

Carl Harter, Sheriff's Office

Elise Gann, Sheriff's Office

Employee Deleted:

Mike Lawrence, Sheriff's Office

Attachments

Link: [purchagentchgsFC111411](#)



**CLAY COUNTY
FLORIDA**

Purchasing Division

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

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

County Manager

Stephanie C. Kopelousos

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

October 28, 2011

MEMORANDUM

TO: Stephanie C. Kopelousos,
County Manager

FROM: Karen Thomas,
Purchasing Manager

SUBJECT: Budget/Finance Agenda Item
11/14/11 Meeting

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

Changes to the list of designated purchasing agents appointed and approved by the County Manager to submit requisitions and make purchases in accordance with the provisions of the purchasing policy. Per the Purchasing Policy this list is to be updated when changes are made thereto.

Changes include:

Employees Added:

Carl Harter, Sheriff's Office
Elise Gann, Sheriff's Office

Employee Deleted:

Mike Lawrence, Sheriff's Office

Training was held on 10/28/11



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 Chairman, District 3
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MEMORANDUM

TO: Karen Thomas, Purchasing Manager
 FROM: Stephanie C. Kopelousos, County Manager
 SUBJECT: Purchasing Agents List

The following is a list by Department/Division of designated purchasing agents for Clay County Board of County Commissioners appointed and approved by the County Manager. Duties delegated to each employee listed consist of submitting requisitions, making purchases and approving invoice payment in accordance with the provisions of the purchasing manual.

County Manager SC Kopel
 Date 10/31/11

Department	Purchasing Agents
Animal Control	Gail Flakes
	Bette Alexander
	Frank Tuenge
County Manager	Stephanie Kopelousos
	Diane Walker
BCC	Ann Mitchell
Budget/Administrative Services	Kathleen Zebraski
Building	David Conner
	Krista Miller
Building Maintenance	Robert Vaden
	Brenda Cochran
County Attorney	Mark H. Scruby
Commission Auditor	Michael Price
County/Circuit Judges	John H. Skinner
	Wanda Harrison
	Lenore Dunaway
Engineering	Shawn Thomas
	Holly Parrish
	Teresa Capo
Environmental Services	Alan Altman
	Frank Tuenge
	Erica Lancaster
Extension Services	Jane Corless
Finance	Don Moore
	Brenda Coon

Revised 10/28/11

Guardian Ad Litem	Mary Walton
Human Resources	Jennifer Rupert-Bethelmy
Information Services	Scott Kerr
Library	Arnold Weeks
	Patricia Coffman
Parks & Recreation	Ellen Mattox
	Karrie Huntley
Planning/Zoning	Mike Kloehn
	Sung-Man Kim
	Wanda Mears
Public Defender	Sherry Kennedy
Public Safety	Lorin Mock
	Maria Haney
	David Motes
	Sandy Parker
	Richard Knoff
	Debra Gillies
Public Works	Dave Austin
	Gene Tucker
	Randy Heath
	Jim Friendly
	Charlie Leister
Purchasing	Karen Thomas
	Donna Fish
Sheriff	Carl Harter
	Gail Angus
	Neal Huffstetler
	Sharon Kraus
	Elise Gann
Ship	Barbara Taylor
	Arnold Weeks
	David Conner
State Attorney	Julie M Fuller
Tourist Development Council	Jaclyn Slaybaugh
Veteran Services	Edgardo Silva

Revised 10/28/11

Date: 11/14/2011

Submitted By: Angela Goodermote, Budget and Administrative Services

Department: Budget and Administrative Services

Information

Subject

Approval of Budget Transfer #11-266 in the total amount of \$7,800.00 to cover unanticipated legal fees incurred in FY10/11. \$5,164.08 of this transfer is within the same cost center, however, \$2,635.92 of the transfer is out of contingency. Funding Sources: 001-0301-Various & 001-9900-599100 (K. Zebraski)

Fiscal Impact

Amount Requested: 5,164.08

Budgeted Y/N: Y

Funding Source:

001-0301-Various

Amount Requested: 2,635.92

Budgeted Y/N: Y

Funding Source:

001-9900-599100

Attachments

Link: [Budget Transfer #11-266](#)

BUDGET TRANSFER AUTHORIZATION (TRANSFER OF APPROPRIATIONS)

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	0301	531200		Legal	94,650.00	7,800.00	102,450.00
	001	0301	541200		Postage & Freight	790.00	(200.00)	590.00
	001	0301	554000		Books, Publications, Dues, Memberships	7,938.03	(459.25)	7,478.78
	001	0301	512000		Regular Salaries	355,816.44	(941.93)	354,874.51
	001	0301	514000		Overtime	33.72	(33.72)	0.00
	001	0301	521000		FICA Taxes	23,173.89	(2,328.57)	20,845.32
	001	0301	522000		Retirement Contributions	42,612.20	(379.14)	42,233.06
	001	0301	523000		Health Insurance	28,979.88	(59.49)	28,920.39
	001	0301	523100		Life Insurance	150.00	(13.20)	136.80
	001	0301	523200		Dental Insurance	485.10	(48.78)	436.32
	001	0301	549300		Training & Certification	795.00	(700.00)	95.00
	001	9900	599100		Reserve for Contingency	12,128,143.54	(2,635.92)	12,125,507.62
								0.00
								0.00
Net Change in Budget						12,683,567.80	0.00	12,683,567.80

Justification for transfer request: To allocate funds in the Attorney Office's budget to cover unanticipated fees associated with legal cost through the end of FY10/11.

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: Kathy Zebraski

DATE REQUESTED: November 4, 2011

BUDGET OFFICE APPROVAL
BY: Angela Goodermote
DATE: 11/04/11

COUNTY MANAGER APPROVAL
BY: _____
DATE: _____

BOARD APPROVAL:
BY: _____
DATE: _____

POSTING / RECORDING
BY: _____
DATE: _____

Budget/Finance Committee

Approval : 3.

Date: 11/14/2011

Submitted By: Angela Goodermote, Budget and Administrative Services

Department: Budget and Administrative Services

Information

Subject

Approval of Budget Amendment #12-022 and Resolution to record receipt of unanticipated revenue in the amount of \$61,977.00 from the State of Florida, Division of Emergency Management, 2011 Emergency Management Performance Grant (EMPG). These funds will be used for the operation of the Emergency Management Program. Funding Source: 001-001-331212 (K. Zebraski)

Fiscal Impact

Amount Requested: 61,977.00

Budgeted Y/N: NA

Funding Source:

001-001-331212

Attachments

Link: [Budget Amendment #12-022 & Resolution](#)

BUDGET TRANSFER AUTHORIZATION (TRANSFER OF APPROPRIATIONS)

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	001	331212		EMPG Grant	0.00	(61,977.00)	(61,977.00)
	001	2102G	531000		Professional Services	0.00	15,494.00	15,494.00
	001	2102G	564100		M & E - Capitalized	0.00	23,241.50	23,241.50
	001	2102G	564200		M & E - Non-Capitalized	0.00	23,241.50	23,241.50
								0.00
								0.00
								0.00
								0.00
					Net Change in Budget	0.00	0.00	0.00

Justification for transfer request: To record the receipt of unanticipated funds from the State of Florida, Division of Emergency Management, 2011 Emergency Management Performance Grant (EMPG). The funds are to be used for the operation of the Emergency Management Program.

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: Lorin Mock

DATE REQUESTED: October 26, 2011

BUDGET OFFICE APPROVAL
BY: Angela Goodermote
DATE: 11/02/11

COUNTY MANAGER APPROVAL
BY: _____
DATE: _____

BOARD APPROVAL:
BY: _____
DATE: _____

POSTING / RECORDING
BY: _____
DATE: _____

CLAY COUNTY
RESOLUTION # _____

WHEREAS, the following revenue from the State of Florida, Division of Emergency Management , Emergency Management Performance Grant (EMPG), was not budgeted in the fiscal year 2011/2012 budget, and

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

WHEREAS, these funds will be used by the Public Safety Department for the operation of the Emergency Management Program,

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

REVENUE

EMPG Grant	001-001-331212	\$61,977.00
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EXPENDITURES

Professional Services	001-2102G-531000	\$15,494.00
M & E – Capitalized	001-2102G-564100	\$23,241.50
M & E – Non-Capitalized	001-2102G-564200	\$23,241.50

Board of County Commissioners
Clay County, Florida

DATE

W. Travis Cummings, Chairman

ATTEST:

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

Budget/Finance Committee

Approval : 4.

Date: 11/14/2011

Submitted By: Brenda Johns, Purchasing

Department: Purchasing

Information

Subject

Approval of an Agreement with the State of Florida Department of Financial Services for a State Homeland Security Grant in the amount of \$77,847.00, to fund sustainment of HAZMAT equipment, training for HAZMAT and Special Ops Teams. This grant is administered on a reimbursement basis and no matching funds are required. (L. Mock/B. Johns)

Funding Source: (Grant Revenue to be allocated in 142-1703D-Variou)

Background

na

Attachments

Link: [Homeland Security Grant](#)



**CLAY COUNTY
FLORIDA**

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

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

County Manager
Stephanie C. Kopelousos

Commissioners:
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November 9, 2011

TO: COUNTY MANAGER KOPELOUSOS

FROM: BRENDA JOHNS, CONTRACTS COORDINATOR

RE: BUDGET/FINANCE MEETING OF 11/14/11

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

Approval of an Agreement with the State of Florida Department of Financial Services for a State Homeland Security Grant in the amount of \$77,847.00, to fund sustainment of HAZMAT equipment, training for HAZMAT and Special Ops Teams. This grant is administered on a reimbursement basis and no matching funds are required. (L. Mock/B. Johns)

Funding Source: 142-1703D (Grant Revenue)

/bj

CONTRACT / AGREEMENT REVIEW

NOV - 7 2011

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 Jehus Date: 11/7/11

Department Submitting Contract: Public Safety

Vendor Name: State of Florida, Department of Financial Services

Contract Title: State Homeland Security Grant Program Agreement for Expenditure of Local Government Unit Funding for Florida

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 (See attached memo)
2. Renewal / Amend./Supplmt.	<input type="radio"/> Y	<input checked="" type="radio"/> N	14. Last Year's Price
3. Sole Source *(explain below)	<input type="radio"/> Y*	<input type="radio"/> N	15. Date of Original Contract
4. Quotes/bids policy met	<input checked="" type="radio"/> Y	<input type="radio"/> N	16. Number of Renewals
5. Need to waive bid policy	<input type="radio"/> Y	<input checked="" type="radio"/> N	17. Length of term
6. Automatic renewal	<input type="radio"/> n/a	<input checked="" type="radio"/> N	
7. Payment < 45 days	<input type="radio"/> n/a	<input type="radio"/> N	AGREEMENT PURPOSE: <u>Sustainment for HAZMAT Equipment, Training for HAZMAT & Special Ops Teams</u>
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 checked="" type="radio"/> Y	<input 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: (Grant Revenue) Comments: 100% reimbursement for expenditures - no Matching Funds Required

Account Number: 142-1703D

Account Name: SHSGP 2010

APPROVALS:

Finance: <u>[Signature]</u>	<input checked="" type="checkbox"/> Approved No Changes	<input type="checkbox"/> Approved With Changes	County Attorney: <u>[Signature]</u>	<input checked="" type="checkbox"/> Approved No Changes	<input type="checkbox"/> Approved With Changes
Review Date: <u>11/11/11</u>			Review Date: <u>11-9-11</u>		
Contract Coordinator: <u>[Signature]</u>	<input checked="" type="checkbox"/> Approved No Changes	<input type="checkbox"/> Approved With Changes	Budget & Admin Svcs: <u>[Signature]</u>	<input checked="" type="checkbox"/> Approved No Changes	<input type="checkbox"/> Approved With Changes
Review Date: <u>11/7/11</u>			Review Date: <u>11-7-11</u>		

RECOMMENDED CHANGES/COMMENTS:

1

SOLE SOURCE EXPLANATION:

RECEIVED

2011 NOV 10 A 8:22

CLAY COUNTY
BOARD OF COMMISSIONERS
FINANCE DEPT.

GRANT AGREEMENT REVIEW FORM

Meeting Date: _____
Approved: Y N

Staff Member Preparing Form: Richard Knoff, Deputy Chief		Date: 10/24/11
Department Submitting Agreement: Public Safety Fire Rescue		
Grantor Name: State of Florida, Department of Financial Services		
Grant Title: 2010 State Homeland Security Grant Program, CFA 97.067, Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida		
Funds: State Length of Term: 18 months		
SUMMARY (To be completed by Department)		
1. New Grant Agreement	Y	<input checked="" type="radio"/> N Amount \$ 77,847.00 Reimbursement__x__ Advance ____
2. Modification/Extension	Y	<input checked="" type="radio"/> N
If Yes: Grant # _____ County Contract # _____ Amount \$ _____		
Matching Requirements:	Y	<input checked="" type="radio"/> N
If Yes: Amount: _____ In-Kind Services: _____		
Procurement/Vendor Requirement:		
Reporting Requirements: Quarterly		
Recommended Source for Matching:		
Purpose of Grant: Provide funding for training of Hazardous Materials and Special Operations Teams to respond to significant events involving technical rescue, hazardous materials and weapons of mass destruction. Provide funding to sustain State purchased Haz Mat equipment and the new purchase of a radiological Isotope identification device.		
Long-term Commitments/Obligations/Operational Cost: Provide response capability to hazardous material/ weapons of mass destruction/ technical rescue incidents. Maintain level of readiness and training for Special Teams.		
ROUTING PROCESS IS FOR INFORMATIONAL PURPOSES ONLY 1-PURCHASING <input type="checkbox"/> 2-LEGAL DEPARTMENT <input type="checkbox"/> 3-FINANCE DEPARTMENT <input type="checkbox"/> 4-BUDGET <input type="checkbox"/>		
Comments:		



**CLAY COUNTY
FLORIDA**

Public Safety Department

Clay County Fire Rescue
1 Doctors Drive
Green Cove Springs, FL
32043

Area code: 904
Phone: 284-7703
Fax: 284-7144

County Manager
Stephanie Kopelousos

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Memorandum

To: Brenda Johns, Administrative Assistant

From: Richard Knoff, Deputy Fire Chief 

Date: 10/24/11

Subject: State Contract for Hazardous Materials and Special Operation Team Expenditures

Request the attached contract(4 copies) be submitted for approval by the BCC. The 2010 State Homeland Security Grant Program Subrecipient Agreement for Expenditure of Local Government Unit Funding for Florida provides funding for equipment sustainment and training as designated below:

<u>Team designation</u>	<u>Description</u>	<u>Amount</u>
Haz Mat	Sustainment	\$28,624
Haz Mat	Training	\$24,473
Haz Mat	Radiological ID device	\$16,000
Technical Rescue	Training	\$8,750

The total amount of funds provided by this contract to Clay County Fire Rescue is \$77,847.00. The sustainment funds will be for repair and maintenance of Hazardous Material Team items previously purchased with federal funds. The training funds will cover travel, registration, overtime and backfill for approved courses. The Radiological Isotope Identification device is funded for all State Hazardous Materials Response Teams to meet critical needs for the State to respond to incidents involving radioactive materials. The Hazardous materials Response Team is one of 30 State teams funded under this grant. The Light Technical Rescue Team is one of 48 State teams funded under this grant. Please return all four signed originals to me so I can forward them to the State for signature and execution. I will return the executed original to you after signed by the State.

**2010 STATE HOMELAND SECURITY GRANT PROGRAM, CFA 97.067,
SUBRECIPIENT AGREEMENT FOR EXPENDITURE OF LOCAL
GOVERNMENT UNIT FUNDING FOR FLORIDA**

THIS AGREEMENT ("Agreement") is entered into by and between the State of Florida, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0300 (hereinafter referred to as "Department"), Clay County Fire Rescue, and a unit of local government (hereinafter referred to as "Subrecipient"), effective as of the date last signed below.

WITNESSETH THAT:

WHEREAS, Department is a subgrantee of the Homeland Security Grant through the Division of Emergency Management (hereinafter "State Administrative Agency" or "SAA");

WHEREAS, Department has the authority to further pass these funds through to Subrecipient;

WHEREAS, Subrecipient is fully qualified and eligible to receive these grant funds to provide the services identified herein, and

WHEREAS, Department has authority to disburse the funds under this Agreement.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

(1) Federally-Funded Subgrant Agreement. The funds for this Agreement are provided through a Subgrant Agreement between Department and SAA; Grant Number: 11-DS-9Z-13-00-16-436. The Subgrant Agreement and all referenced documents and forms can be accessed through Department's website at http://www.fldfs.com/sfm/sfm_domestic_security.htm (hereinafter referred to as the "SFM website"). Subrecipient agrees to be bound by all of the provisions of the Subgrant Agreement referenced in this paragraph. Attachment A, including all of its subparts, is incorporated herein by reference.

(2) Services and Deliverables. Subrecipient agrees to render the following services or other units of deliverables as directed by Department:

- (a) Performance in accordance with "Scope of Work" found at Attachment A; and
- (b) Readiness and response to activation orders for deployment by the State Emergency Operations Center, State Fire Marshal or Regional Domestic Security Task Force;
- (c) Purchase equipment specifically identified and approved by the Florida Domestic Security & Logistics Equipment Sub-Committee, the State working Group, and identified in projects listed in Attachment A. Exceptions to the approved equipment list must be approved in writing by the Equipment Committee and Department Grant Manager, listed below in Attachment A1, Section IV. prior to purchase. Equipment having a value of \$1,000 or more must have an asset

identification number provided by Subrecipient indicating the equipment was purchased with State Homeland Security Grant Program (SHSGP) funds;

(d) Maintain equipment purchased. Only equipment purchased with DHS grants funds may be sustained with these grant funds, as appropriate;

(e) Assure all training conforms to current FEMA/DHS training guidelines.

(f) In the event the Subrecipient requests the Department to make a purchase(s) related to this Agreement on their behalf, a Memorandum of Understanding (MOU) shall be executed between the Department and the Subrecipient, requesting the Department to make such purchases on behalf of the local agency. If approved, the Department will make the purchase and submit the requisite documentation for reimbursement from the Subrecipient's allocated funds. Nothing herein shall require the Department to make the purchase on behalf of the local Subrecipient.

(3) Delivery Schedule. The services or other units of deliverables specified in paragraph (2) above shall be delivered or otherwise rendered on behalf of Department in accordance with the following schedule:

(a) Readiness shall be on a continuous basis;

(b) Upon notification by the State Emergency Operations Center, State Fire Marshal, or Regional Domestic Security Task Force, Subrecipient shall respond to any and all incidents either within its regional response area, or as designated within the State Emergency Response Plan, with all eligible equipment, and any and all other resources which it possesses, for so long as this Agreement remains in effect, or as may be agreed upon under the Florida Domestic Security Strategy Plan. It is understood by both parties that local emergencies and equipment operability will dictate the availability of Subrecipient to respond;

(c) For Type II/WMD Hazardous Materials Teams, compliance with requirements of a Type II/Weapons of Mass Destruction Capable Hazardous Materials Resource, as defined by the Florida Domestic Security Strategy Plan, the Florida Association of Hazardous Materials Responders (FLAHR) typing document, and the Standard Operations Guide (SOG) shall be on a continuous basis;

(d) For USAR Task Forces, in compliance with requirements of a Type I, II or III USAR Task Force as defined by the Florida Domestic Security Strategy Plan, the Florida Association of Search and Rescue (FASAR) typing document, and the Standard Operations Guide (SOG) shall be on a continuous basis;

(e) For MARC Units, compliance with requirements for deployment shall be according to the State Emergency Response Plan. MARC unit Subrecipient must complete an annual inventory on the appropriate forms as part of this Agreement;

(f) Subrecipient shall comply with the Florida Fire Chiefs Association Code of Ethics at all times.

(g) All documents referenced above can be found on the SFM website.

(4) Funding/Consideration.

(a) This is a cost-reimbursement Agreement. Subrecipient shall be reimbursed for costs incurred during the performance period in the satisfactory performance of work hereunder in an amount not to exceed the amount set forth in Attachment A and subparagraph (b) of this paragraph, subject to the availability of funds. If the necessary funds are not available to fund

this Agreement as a result of action by Congress, the State Legislature, the Office of the Chief Financial Officer, the State Office of Planning and Budgeting, or the Federal Office of Management and Budgeting, all obligations on the part of Department to make any further payment of funds hereunder shall terminate, and Subrecipient shall submit its closeout report within thirty (30) days of receipt of notice from Department.

(b) Subject to the terms and conditions established by this Agreement and the billing procedures established by Department, the Department agrees to reimburse Subrecipient a maximum of the amount set forth in Attachment A for services rendered and items purchased in accordance with Attachment A. If additional money becomes available through the grant process, this amount may be increased or decreased, by modification as set forth in paragraph (6) below.

(c) Every request for reimbursement shall be submitted on a Reimbursement Request Form and a Detail of Claims Form, and any other associated forms to the type of claim; forms available on the SFM website. The forms must be accompanied by the documentation referenced in Attachment A6. The forms and the accompanying documentation shall be submitted within thirty (30) days following Subrecipient's expenditure of funds. In no event shall the forms and accompanying documentation be received by Department later than March 30, 2013.

(d) All equipment purchases, if any, must be in accordance with the equipment list in Attachment A, unless specifically approved in writing by the Domestic Security Equipment Committee and the Department Grant Manager, prior to purchase. Documentation of the approval must be submitted along with the request for reimbursement.

(e) If no request for reimbursement is submitted for two consecutive quarters after execution of this Agreement, Department reserves the right to reallocate the balance of unexpended funds to another local or state entity by modification of this Agreement in accordance with paragraph (6) below, and in accordance with grant rules.

(f) Taxes. Department is exempted from payment of Florida state sales and use taxes and Federal Excise Tax. Unless personally or corporately exempt by law, Subrecipient shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by Subrecipient to suppliers for taxes on materials used to fulfill its obligations with Department. Subrecipient shall not use Department's exemption number in securing such materials. Subrecipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

(g) Travel. Any expense incurred by Subrecipient for travel must be authorized by Department in advance. Travel expenses will be submitted and reimbursed to Subrecipient at a rate not to exceed that which is payable to state employees for travel and per diem as prescribed by Section 112.061, Florida Statutes. All other expenses, including expenses for the gathering and presentation of exhibits, must be authorized by Department in advance.

(h) Payment Processing. All charges for services rendered or for reimbursement of expenses authorized by Department in accordance with this Agreement shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. All payments for professional services and authorized expenses, including travel expenses, will be paid to the Subrecipient only upon the timely and satisfactory completion of services and other units of deliverable such as reports, findings and drafts, which are required by this Agreement and upon the written acceptance of said services and units of deliverables such as reports, findings and drafts by Department's designated grant manager. Interim payments may be made by Department at its

discretion, under extenuating circumstances, if the completion of services and other units of deliverables to date, has first been accepted in writing by Department's grant manager.

(i) **State Legislature Appropriation.** If the necessary funds are not available to fund this Agreement as a result of action by the State Legislature, all obligations on the part of Department to make any further payment of funds hereunder shall terminate, and Subrecipient shall submit its closeout report within thirty (30) days of receipt of notice from Department.

(5) **Funding Period.** This Agreement begins on the date of the last signature below and ends March 30, 2013. In the event the ending date is extended by the SSA, the ending date of this Agreement will be extended automatically upon written notice to the Subrecipient by the Department and become the new ending date of this Agreement without further amendment.

(6) **Agreement Modification.** Either party may request modification of the provisions of this Agreement. Except as provided in paragraph (5) above, changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(7) **Subagreements.** If Subrecipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to Department for review and approval prior to execution of the subcontract by Subrecipient. Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold Subrecipient, Department, and SAA harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in a quarterly report submitted by Subrecipient.

For each subcontract, Subrecipient shall provide a written statement to Department as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

(8) **Recordkeeping**

(a) As applicable, Subrecipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, Subrecipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow Department or its designee, Chief Financial Officer, Auditor General, and

DHS IG Auditors access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to Department's designee, Chief Financial Officer, Auditor General, and DHS IG Auditors, upon request, for a period of five years from the date the audit report is issued, unless extended in writing by Department with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after the closing on the transfer of title.

(c) Subrecipient shall maintain all records for Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachments A, A1 and A2 - and all other applicable laws and regulations.

(d) Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to Department, its employees, and agents. The term "reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. The term "agents" shall include, but not be limited to, auditors retained by Department.

(9) Audit Requirements.

(a) Subrecipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by Department. The term "reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) Subrecipient shall also provide Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If Subrecipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that Subrecipient expends \$500,000 or more in Federal awards in its fiscal year, Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Attachment A to this Agreement indicates federal resources awarded through Department by this Agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of Subrecipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph. In connection

with the audit requirements addressed in subparagraph (d) above, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. If Subrecipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that Subrecipient expends less than \$500,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Subrecipient resources obtained from other than federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Subrecipient directly to Department's grant manager listed below, and each of the following:

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Finance and Administration
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, Subrecipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to Department's grant manager listed below.

(g) Any reports, management letter, or other information required to be submitted to Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Subrecipient, when submitting financial reporting packages to Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

(i) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, Subrecipient shall be held liable for reimbursement to Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after Department or the SAA has notified Subrecipient of such non-compliance.

(j) Subrecipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to Department no later than nine (9) months from the end of Subrecipient's fiscal year.

(10) Reports.

(a) Reports shall be in accordance with Attachment A1, part III.

(b) If additional reporting is required, Department will notify Subrecipient electronically at least thirty (30) days prior to the time the reporting is required.

(c) Reports and documentation related to all exercises and evaluations, (if an allowable expense) including any USAR MOBEX drills, must be provided to Department within thirty (30) days of completion of the exercise.

(d) If all required reports and copies, prescribed above, are not sent to Department or are not completed in a manner acceptable to Department, Department may withhold further payments until they are completed or may take such other action as set forth in paragraph (14), "Remedies." The phrase, "acceptable to Department" means that the work product was completed in accordance with Attachment A, and its subparts.

(e) Subrecipient shall provide such additional program updates, reports and information as may be required by Department.

(11) Monitoring. Monitoring shall be in accordance with Attachment A1, subpart III.E., and in addition, Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, Attachment A1 is complied with, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A1, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, Florida Statutes, (see paragraph (9) Audit Requirements, above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by Department. In the event that Department determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to

comply with any additional instructions provided by Department to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General. In addition, Department will monitor the performance of, and financial management by, Subrecipient throughout the Agreement term to ensure timely completion of all tasks.

(12) Liability.

(a) Unless Subrecipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, Subrecipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold Department and SAA harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Department or the SAA, but is an independent Subrecipient.

(b) If Subrecipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, Subrecipient agrees to be fully responsible to the extent provided by Section 768.28, Florida Statutes, for its negligent acts or omissions or tortuous acts which result in claims or suits against Department or SAA, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by Department or any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or Agreement.

(13) Default. If any of the following events occur ("Events of Default"), all obligations on the part of Department to make any further payment of funds hereunder shall, if Department so elects, terminate and Department may, at its option, exercise any of its remedies set forth in paragraph fourteen (14), but Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by Subrecipient in this Agreement or any previous Agreement with Department shall at any time be false or misleading in any respect, or if Subrecipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations there under;

(b) If any material adverse change shall occur in the financial condition of Subrecipient at any time during the term of this Agreement, and Subrecipient fails to cure said material adverse change within 30 days from the time the date written notice is sent by Department;

(c) If any reports required by this Agreement have not been submitted to Department or have been submitted with incorrect, incomplete or insufficient information, or

(d) If Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(14) Remedies. Upon the happening of an Event of Default, then Department may, at its option, upon thirty (30) calendar day's prior written notice to Subrecipient and upon the

Subrecipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that Subrecipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (16) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;

3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question;

4. Requiring Subrecipient to reimburse Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that Subrecipient return to Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program;

(f) Require that Subrecipient return to Department any property or equipment purchased with grant funds, or received after having been purchased with grants funds, that has not been properly disposed of in accordance with Subrecipient's property disposal policy, and

(g) Exercise any other rights or remedies which may be otherwise available under law.

(h) The pursuit of any one of the above remedies shall not preclude Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by Department of any right or remedy granted hereunder or failure to insist on strict performance by Subrecipient shall affect or extend or act as a waiver of any other right or remedy of Department hereunder, or affect the subsequent exercise of the same right or remedy by Department for any further or subsequent default by Subrecipient.

(15) Termination.

(a) Department may terminate this Agreement for cause upon thirty (30) days written notice. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(b) Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing Subrecipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, Subrecipient will not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, Subrecipient shall not be relieved of liability to Department by virtue of any breach of Agreement by Subrecipient. Department may, to the extent authorized by law, withhold any payments to Subrecipient for purpose of set-off until such time as the exact amount of damages due Department from Subrecipient is determined.

(16) Notice and Grant Administration.

(a) Department's grant manager is John P. Kohnke, located at 325 John Knox Road, Atrium Bldg., Tallahassee, Florida 32303.

(b) Subrecipient's grant manager is listed on the signature page of this agreement.

(c) All written and verbal approvals referenced in this Agreement must be obtained from the parties' grant managers or designees. Notices required to be in writing must be delivered or sent to the intended recipient by hand delivery, certified mail or receipted courier, electronic or facsimile transmission, and shall be deemed received on the date received or the date of the certification of receipt.

(d) In the event that different grant managers are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be tendered as provided in subparagraph (c) above.

(17) Complete Agreement. This Agreement and its Attachments incorporated herein by reference, contain all the terms and conditions agreed upon by the parties.

(18) Attachments are as follows:

(a) Attachment A Proposed Program Budget and Budget Detail Worksheet, and its subparts, consisting of:

A - Proposed Program Budget and Equipment List

A1 – Scope of Work;

A2 – Program Statutes and Regulations;

A3 – Warranties and Representations;

A4 – Certification Regarding Debarment, Suspension, Ineligibility;

A5 – Statement of Assurances, and

A6 - Reimbursement Checklist.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(19) Repayments. All refunds or repayments to be made to Department under this Agreement are to be made payable to the order of "Department of Financial Services," and mailed directly to Department at the following address:

Department of Financial Services
Accounts Receivable
200 Gaines Street
Tallahassee, Florida 32399-0333

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to Department for collection, Subrecipient shall pay to Department an additional service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(20) Property and Equipment Purchased with Grant Funds. Property and equipment purchased with grant funds, or received after being purchased with grant funds, must be identified as such on the property and equipment so that such property and equipment can be identified for monitoring and site visit purposes. When the property and equipment no longer has a useful life, it shall be disposed of through Subrecipient's property disposal policy, and documentation provided to the Department. If for any reason, including dissolution, Subrecipient elects to discontinue its participation in this Agreement, all property and equipment purchased with grant funds, or received after being purchased with grant funds, not previously disposed of in accordance with Subrecipient's property disposal policy, must be returned to Department.

(21) Standard Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by Subrecipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of Department and with thirty (30) days written notice to Subrecipient, cause the termination of this Agreement and the release of Department from all its obligations to Subrecipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in the Circuit Court of Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original. Facsimile and electronic signatures may be taken as originals.

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

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) With respect to any Subrecipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

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

Where Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation to this Agreement. In addition, Subrecipient shall submit to Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (within Attachment A) for each prospective subcontractor which Subrecipient intends to fund under this Agreement. Such form must be received by Department prior to Subrecipient entering into a contract with any prospective subcontractor.

(h) Department reserves the right to unilaterally cancel this Agreement for refusal by Subrecipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Subrecipient in conjunction with this Agreement.

(i) Employment Eligibility Verification

Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to Department, within thirty days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety days of the effective date of this contract or within ninety days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.

Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Department may treat a failure to comply as a material breach of the contract. In the event legislation authorizes an alternative option as proof of legal status, the Contractor may use the process authorized by such legislation upon its passage.

(j) Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(k) Unless inconsistent with the public interest or unreasonable in cost, all unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a.

(l) Both Subrecipient and Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment A, including its subparts.

(m) Subrecipient shall assure compliance itself and by its subcontractors or subrecipients, with CFO Memorandum No. 4 (2005-06), effective June 30, 2006; including but not limited to the following provisions:

1. Those subject to this Agreement may charge only allowable costs resulting from obligations incurred during the term of the Agreement.
2. Any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

3. Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the State and in compliance with applicable rules and regulations, including, but not limited to Sections 287.057 and 216.3475, Florida Statutes.

A copy of the Memorandum can be accessed on the SFM website.

(22) Lobbying Prohibition.

(a) No funds or other resources received from Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the federal government, the Florida Legislature, or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence a federal, state, or local official, or employee thereof, in connection with the awarding of any federal contract, the making of any Subrecipient grant or contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a federal, state, or local official, or employee thereof, in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(23) Copyright, Patent and Trademark.

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUBRECIPIENT TO THE STATE OF FLORIDA.

(a) If Subrecipient brings to the performance of this Agreement a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, Subrecipient shall refer the discovery or invention to Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, Subrecipient shall notify Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by Subrecipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. Department shall then, under paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(24) Assurances. Subrecipient shall comply with all Statements of Assurance incorporated in Attachment A5.

(25) Legal Authorization. Subrecipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. Subrecipient also certifies that the undersigned possesses the authority to legally execute and bind Subrecipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials.

SUBRECIPIENT

**DEPARTMENT OF
FINANCIAL SERVICES**

By _____

By _____

Title _____

Title _____

Signature _____

Signature _____

Date signed _____

Date signed _____

FEID Number _____

Subrecipient Grant Manager

Name: _____

Address _____

Email address _____

Telephone Number _____

Attachment A
Budget and Scope of Work
Proposed Program Budget

- ↓ Below is a general budget which outlines eligible categories and their allocation under this award. The Subrecipient is to utilize the approved FY2010 Domestic Security Project Templates for each respective Issue as the guide for eligible reimbursement.
- ↓ All equipment approved for purchase in accordance with FY2010 Domestic Security Project Templates must be on the FY 2010 Authorized Equipment List (AEL) and include that reference number on all reimbursement requests. The AEL can be found at <https://www.rkb.us>.
- ↓ The transfer of funds between the categories listed in the "Proposed Program Budget" is strictly prohibited.
- ↓ The approved FY2010 Domestic Security Project Templates do not provide for the use of Management and Administration costs by the Subrecipient.

Grant	Recipient Agency	Category	Amount Allocated
State Homeland Security Grant Program – Issue 9, 13 & 17	Clay County Fire Rescue	Planning	\$0.00
		Training Issue 9 – Sustainment of Training for LTRT, USAR & Hazmat	\$ 33,223
		Exercise	\$0.00
		Equipment Issue 11 – Marc Unit Sustainment and Maintenance Task Forces. Issue 13 – Equipment Capability Retention of USAR and HazMat Equipment	\$0.00 \$28,624
		Issue 17 – Critical Needs – The procurement of Raman Spectroscopy Detection Equipment and Radiological Isotope Identification Devices, as well as critical communication needs for the State's two Type I FEMA Urban Search and Rescue	\$16,000
Total		\$77,847	

Budget Detail Worksheet

The following approved FY2010 Domestic Security Project Templates, as assigned for each Issue, provide a completed budget detail worksheet for the Subrecipient, which accounts for the total award.

The Subrecipient may not independently alter or amend the intent of approved FY2010 Domestic Security Project approved line items for funding of the respective Issues without the prior approval the Department through the grant manager. Changes need to be requested after the execution of this Agreement; contact the grant manager listed in this Agreement via email or letter.

Subrecipient: Clay County Fire Rescue

Issue 9 - Sustainment of Training for USAR, LTRT, HazMat & Incident Management Teams

<p><i>Hazardous Materials Response Teams</i> 2010-2011 SHSGP Equipment Sustainment List</p>
<p>Clay County Fire Rescue HM3C</p>

Course Name	Course Number	Provider	QTY	Cost Per Student	Total Cost
WMD incident ops	PER212	TEEX	3	\$850.00	\$2,550.00
WMD sampling Techniques	PER-222	LSU	3	\$345.00	\$1,035.00
Chemical/Biological response	Per226	DPG	2	\$850.00	\$1,700.00
Incident Response Terrorist Bombings	Per-230	NMT	4	\$850.00	\$3,400.00
WMD Radiological/nuclear response	Per-240	NTS	4	\$850.00	\$3,400.00
WMD Hands on training Hot	PER-262	CDP	4	\$850.00	\$3,400.00
Agriculture Emergency Response	PER-270	CDP	2	\$864.00	\$1,728.00
Regional Multi team training	Region 3		30	\$121.00	\$3,630.00

Total Training					\$20,843.00
Regional Exercise	Region 3		30	\$121.00	\$3,630.00

<p><i>Light Technical Rescue Team</i> 2010-2011 SHSGP Training Sustainment List</p>
<p>Clay County Fire Rescue LTRT-311</p>

Course Name	Course Number	Provider	QTY	Cost Per Student	Total Cost
Structural Collapes Rescue Technician	IL-012-RESP	TBA	5	\$350.00	\$1,750.00
Trench Rescue Technician	IL-006-RESP	TBA	5	\$350.00	\$1,750.00
Confined Space Rescue Technician	IL-016-RESP	TBA	5	\$350.00	\$1,750.00
VMR Technician	UNKNOWN	TBA	5	\$350.00	\$1,750.00
Train the Trainer for LTRT	UNKNOWN	TBA	5	\$350.00	\$1,750.00
Total Training					\$8,750.00

**Issue 13 – Equipment Capability Retention
Clay County Fire Department HM 3-C**

	HEPA VAC				
Clay	Hepa bag 15 gallon	08D2-03-TDED	2	\$44.90	89.80
Clay	Hepa bag 2 gallon	08D2-03-TDED	4	\$35.68	142.72
Clay	Hepa filter 15 gallon	08D2-03-TDED	2	\$427.18	854.36
Clay	Hepa filter 2 gallon	08D2-03-TDED	4	\$343.27	1,373.08
Clay	Hepa Intermediate Filter	08D2-03-TDED	1	\$36.41	36.41
	LIMITED USE SUITS				
Clay	Level "A" Suit Front Entry	01VT-01-ENSM	4	\$820.00	3,280.00
	ARGUS 3 THERMAL IMAGING CAMERA				
Clay	NiMH Battery Pack	07SE-01-IHTS	1	\$100.00	100.00
	TRAVEL IR				
Clay	Upgrade and Parts	21GN-00-MAIN	1	\$2,000.00	2,000.00
	WIRELESS MONITORING				
Clay	Calibration gases	07CD-01-DPMG	1	\$225.00	225.00
Clay	shipping cost for gases/ shipment	07CD-01-DPMG	1	\$40.00	40.00
	WIRELESS HANDHELD GAS MONITOR				
Clay	MSA Sirtus sensors	07CD-01-DPMG	2	\$370.00	740.00
Clay	lithium ion batteries	07CD-01-DPMG	1	\$170.00	170.00
Clay	Calibration gases	07CD-01-DPMG	2	\$200.00	400.00
Clay	Upgrade and Parts	07CD-01-DPMG	1	\$650.00	650.00
Clay	shipping cost for gases	07CD-01-DPMG	2	\$40.00	80.00
	WIRELESS PRINTER				
Clay	Tri-color cartridge	04HW-01-INHW	8	\$46.00	368.00
Clay	Black cartridge	04HW-01-INHW	8	\$25.00	200.00
Clay	Lithium Ion battery for printer	04HW-01-INHW	2	\$53.00	106.00
	PANASONIC LAPTOP				
Clay	Toughbook Battery	10BC-00-BATT	3	\$140.00	420.00
	DRAGER CDS Kit				
Clay	Colormetric Set I & II Card	07CD-01-KCTC	1	\$25.00	25.00
Clay	Colormetric Set III Card	07CD-01-KCTC	1	\$25.00	25.00
Clay	Colormetric Tube, CD Set I	07CD-01-KCTC	1	\$210.00	210.00
Clay	Colormetric Tube, CD Set V	07CD-01-KCTC	1	\$210.00	210.00
Clay	Colormetric Tube, Inorganics	07CD-01-KCTC	1	\$75.00	75.00
Clay	Colormetric Tube, Organic	07CD-01-KCTC	1	\$75.00	75.00
Clay	Battery pack	07CD-01-KCTC	2	\$409.00	818.00
Clay	Pump	21GN-00-MAIN	1	\$75.00	75.00
	DIGITAL CAMERA				
Clay	Battery pack for camera	10BC-00-BATT	1	\$60.00	60.00
Clay	CD Disks	04MD-01-CMRA	4	\$20.00	80.00
	APD 2000 DETECTOR				
Clay	Nozzle filters	07CD-01-DPSI	7	\$25.00	175.00
Clay	Wipe down test	07CD-01-DPSI	6	\$25.00	150.00
Clay	TVA1000B				

Clay	metal filter for PID/FID (5/pk)	07CD-01-DPFI	2	\$27.00	54.00
Clay	water trap (10/pk)	07CD-01-DPFI	1	\$105.00	105.00
Clay	battery pack	10BC-00-BATT	2	\$341.00	682.00
	SAPPHIRE XL				
Clay	Miran Battery	10BC-00-BATT	1	\$399.00	399.00
Clay	sampling hose	07CD-01-FTIR	1	\$41.00	41.00
Clay	Hepa Filter	07CD-01-FTIR	12	\$6.00	72.00
Clay	Charcoal filter	07CD-01-FTIR	12	\$7.00	84.00
Clay	Hazmat shipping fee for Calibra	07CD-01-FTIR	1	\$40.00	40.00
Clay	Zero Air 105L	07CD-01-FTIR	1	\$119.00	119.00
Clay	Isobutylene 100PPM	07CD-01-FTIR	1	\$119.00	119.00
Clay	Methane 100PPM	07CD-01-FTIR	1	\$119.00	119.00
	DOSIMETERY PAGERS				
Clay	Lithium Ion Battery	10BC-00-BATT	12	\$2.50	30.00
Clay	Upgrade and Parts	21GN-00-MAIN	12	\$200.00	2,400.00
	WEATHER STATION				
Clay	D' Cell batteries	10BC-00-BATT	4	\$20.00	80.00
	WEATHERPAK LAPTOP				
Clay	Toughbook Battery	10BC-00-BATT	1	\$140.00	140.00
	LUDLUM RADIATION DETECTOR				
Clay	Upgrade and Parts	21GN-00-MAIN	1	\$153.98	153.98
	CONSUMABLES				
Clay	Chemical Tape 2" x 30yds	01ZA-06-TAPE	15	\$10.50	157.50
Clay	M256 Kit	07CD-01-M256	8	\$171.73	1,373.84
Clay	M-8 Paper	07CD-01-INPA	16	\$4.44	71.04
Clay	M-9 paper	07CD-01-INTP	13	\$5.13	66.69
Clay	Butyl Gloves size 10	01ZA-02-GLVD	1	\$18.18	18.18
Clay	Butyl Gloves Size 11	01ZA-02-GLVD	1	\$18.18	18.18
Clay	Nitrile Gloves size 11	01ZA-02-GLVD	1	\$3.42	3.42
Clay	Viton Gloves size 10	01ZA-02-GLVD	1	\$29.49	29.49
Clay	Viton Gloves size 11	01ZA-02-GLVD	1	\$29.49	29.49
Clay	Pump up sprayers	03SR-02-SPRY	3	\$25.00	75.00
Clay	Identification Packets	08D2-01PPTS	12	\$9.77	117.24
Clay	Protein Detection Kits	07BD-01-PTST	20	\$25.00	500.00
Clay	HHA Presumptive Test Kits	07BD-01-KFAS	20	\$70.00	1,400.00
Clay	Decontamination Kit	08D2-04-SOLN	1	\$556.58	556.58
Clay	Bio-Sampling Supplies	07BS-01-KBBA	1	\$2,866.00	2,866.00
	INTEROPERABLE COMMUNICATIONS				
Clay	AA Procell Batteries/ 25 pk	10BC-00-BATT	2	\$100.00	200.00
	EXISTING SHSGP ACQUIRED EQUIPMENT (not included above)				
Clay	Level A suits		5	\$650.00	3,250.00

Issue 17 – Critical Needs for USAR and HazMat –Clay County HM 3-C

Clay FR	Radiological Isotope Identification Devices	07RD-01-RIID	1	16,000.00	16,000.00
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ATTACHMENT A1

Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2009 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Categories and Other Eligible Activities

A. Equipment Acquisition

FY 2010 SHSP funds may be used for equipment acquisition in accordance with the approved funding identified in the FY2010 Domestic Security Project Templates, as assigned for each equipment category Issues, from the 21 equipment categories listed in the FY 2010 Grants & Training (G&T) Authorized Equipment List (AEL). The FY 2010 AEL is available in its entirety online through the Responders Knowledge Base (RKB) at <https://www.rkb.us>. The equipment Issues are outlined below.

Specific Issues as described below are included in this Category

Issue 11 – MARC Unit Sustainment and Maintenance

This is a statewide radio cache system with mobile mutual aid repeaters. The caches also contains mobile and portable radios operating on four radio bands, pre-programmed with national, state, and local mutual aid channels. Project funds the procurement of equipment items necessary to keep Mutual Aid Radio Cache units in an operational state. Only items found on the approved project funding templates (as identified in Attachment A are eligible for purchase in accordance with this Issue.

Issue 13 – USAR and HazMat Sustainment - This project funds the retention (upgrade or replacement) of the identified equipment caches for each of the thirty Type II WMD Regional Hazardous Materials Response Teams and the seven State Urban Search & Rescue Task Forces in accordance with the 2009-2011 Florida Domestic Security Strategic Plan and the appropriate Urban Search and Rescue Type I, II, & III RDSTF Standard Operations Guides or the Hazardous Materials Response Team Operational Readiness Standard Operations Guide. These funds provide the capability to upgrade, or replace equipment cache items that were purchased with Federal Grant funds, and require such, or have reached the end of their operational service life.

Issue 17 – Critical Needs – The procurement of Raman Spectroscopy Detection Equipment and Radiological Isotope Identification Devices, as well as critical communication needs for the State's two Type I FEMA Urban Search and Rescue Task Forces.

B. Training

Funds may be used to enhance the capabilities of State and local emergency preparedness and response personnel through development of a State homeland security training program. Allowable training-related costs include: **Funds used to develop, deliver, and evaluate training**, including costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.

Specific Issues as described below are included in this Category

Issue 09 – Sustainment of Training & Exercise for USAR, HazMat, LTRT, and the State's Type I, II, III Incident Management Teams.

Authorized training includes the following:

- **Overtime and Backfill costs**, as defined in this guidance, associated with attending or teaching FEMA-sponsored and/or approved training courses and programs are allowed. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from both their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Further, overtime costs associated with employees who participate in training in a teaching role for which they are compensated are not allowed. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation. Straight time IS NOT eligible for reimbursement with DHS SHS funds.
- **Travel costs** (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to Department approved training.
- **Certification/Recertification of Instructors** is an allowable cost. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

Allowable training topics include CBRNE terrorism, and NIMS related training.

C. Unauthorized Expenditure

- Activities unrelated to the completion and implementation of the SHSGP
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill

Note: All FY 2010 Homeland Security Grant Program Grant Guidance can be found at http://www.ojp.usdoj.gov/odp/grants_hsgp.htm

- II. Documentation Required for Department to Make Expenditures on Behalf of the Subrecipient**
The Department may retain some or all of the Subrecipient's allocation of grant funds for expenditures made by the Department on behalf of the Subrecipient **only if requested in writing by the Subrecipient**. In the event the Subrecipient requests the Department to make purchase(s) related to this Agreement on its behalf, a request in writing on local entity letterhead shall be

submitted to the Department. If approved, the Department will make the purchase and submit the requisite documentation for reimbursement from the Subrecipient' allocated funds. Nothing herein shall require the Department to make the purchase on behalf of the local Subrecipient.

III. Reporting Requirements

A. Benchmarks

- All funds shall be obligated within the first 6 months of the date of execution of the Agreement by both parties, no later than May 31, 2012.
- No less than 50% of the funds shall be spent within the first 12 months from the date of execution of the Agreement, no later than November 30, 2012.
- 100% of the funds shall be spent within 18 months from the execution of the Agreement, no later than March 30, 2013.
- Any unobligated funds will be de-obligated at the end of this period and are subject to reallocation to other prioritized projects.
- Extensions to the period of performance will be considered only through formal requests to the Department with specific and compelling justifications why an extension is required. All requests for extensions are subject to review and will not automatically be granted.

B. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 30 calendar days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this Agreement. If a report(s) is delinquent, future financial reimbursements will be withheld until the Subrecipient's reporting is current.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

C. Reimbursement Requests:

A request for reimbursement may be sent to the grant manager for review and approval at anytime during the Agreement period. The Subrecipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". An Issue number is to be included for every dollar amount listed in the "Detail of Claims" form.

D. Close-out Programmatic Reporting:

The Close-out Report is due to the Department no later than 30 calendar days after the Agreement is either completed or the Agreement has expired.

Monitoring:

**Florida Department of Financial Services
US Department of Homeland Security Grants Program
Grant Monitoring Process**

Florida has enhanced the state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. As the steward of the State Homeland Security Grant Program funds, projects and equipment the Department of Financial Services has a responsibility to track and monitor the status of the grant activity and items purchased.

The monitoring process detailed in this document is designed to assess a Subrecipient's compliance with applicable state and federal guidelines. The Department is responsible for monitoring the programmatic and capability portion of the grant to include equipment procurement and compliance with applicable SHSGP grant guidance.

Monitoring is accomplished utilizing various methods including desk monitoring and site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic/capability. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and Agreement. Capability review is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is defined as the review of projects, financial activity and technical assistance between the Department and the Subrecipient via e-mail and telephone. Site visits are defined as actual visits to the Subrecipient's location by a team or members of the Department or its designee, to actually observe records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the Department will identify up to 50% of Subrecipients for site visit monitoring.

Examples of areas that may be examined include:

- Status of equipment purchases
- Status of training for purchased equipment
- Status and number of response trainings conducted to include number trained
- Status and number of exercises
- Status of planning activity
- Anticipated projected completion
- Specific difficulties completing the project.
- Agency NIMS compliance documentation

In certain circumstances, the Subrecipient may be requested to provide additional monitoring/information if the activity, or lack there of, on the part of the specific Subrecipient has generated questions from the region, the SAA or the Department. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Subrecipients will be required to participate in desk top monitoring on an annual basis and as determined by the Department. The Subrecipients will complete and submit the desk top monitoring within 30 calendar days of receipt. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the Department determines that a Subrecipient is having difficulty completing projects.

As difficulties/deficiencies are identified, the respective region or SAA will be notified by the Department via email. Information will include the Subrecipient name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Department level. Issues that require further TA will be referred to the SAA for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline.

Site Visits

Site visits will be conducted by the Department or designee. Site visits will be scheduled in advanced with the Subrecipient grant manager designated in the grant agreement. Monitoring questionnaires will be provided in advance of the visit

The Department or its designee will also conduct coordinated financial and grant file monitoring. These monitoring visits maybe coordinated with a capability review visit. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to a capability review will be documented and maintained within the Department.

Site Visit Protocol

The following outlines the monitoring protocol for the Department:

The site visits will begin with those Subrecipients that are currently spending or have completed spending for a federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a site visit checklist to assist in the completion of all required tasks.

Site Visit Preparation

The Department will notify the Subrecipient's grant manager by mail stating the purpose of the site visit at least 30 calendar days prior to the planned arrival date. Department or designated personnel will contact the Subrecipient within the next 10 calendar days to schedule an appointment to review the Subrecipient's program.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented.

The appointment should be confirmed with the Subrecipient in writing (email is acceptable) and documented.

Personnel designated by the Department attending the site visit will review the Subrecipient's documentation prior to the visit. Site team members' roles will be identified prior to the visit. Copies of applicable documents will be made and distributed to the site visit team at a minimum of five (5) calendar days before the visit. A reminder e-mail should be sent to all team members and the Subrecipient's grant manager one business day in advance of the site visit.

Site Visit

Once designated personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items the Department intends to examine will be identified. If financial monitoring visit will be conducted, the team members will explain their objectives and will proceed to perform the financial review.

Designated personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Large items such as computers, response vehicles, etc. should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Subrecipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment in excess of \$1,000.00 per item

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the designated personnel will then conduct an exit conference with the Subrecipient to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Site Visit

Department personnel will review the site visit worksheet as a team and receive notes from the Financial Review Team, if applicable.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the Subrecipient explaining any issues and corrective actions required or recommendations. The Subrecipient will submit a Corrective Action Plan within a timeframe as determined by the Department. The Site Visit Worksheet, report and photographs will then be included in the Subrecipient's file along with any documents distributed at the site visit by the Subrecipient.

IV. Programmatic Point of Contact

Grant and Programmatic Point of Contact

John P. Kohnke,
200 East Gaines Street,
Tallahassee, FL. 32399-0340
(850) 413-3611
John.kohnke@myfloridacfo.com

V. Agreement Responsibilities

The Department shall determine eligibility of projects and approve changes in scope of work.

The Department shall administer the financial processes.

ATTACHMENT A2

Program Statutes and Regulations

- 1) 53 Federal Register 8034
- 2) Federal Acquisition Regulations 31.2 and 031.2
- 3) Section 1352, Title 31, US Code
- 4) OMB Circulars A-21, A-87, A-110, A-122
- 5) Chapter 473, Florida Statutes
- 6) Chapter 215, Florida Statutes
- 7) Section 768.28, Florida Statutes
- 8) Chapter 119, Florida Statutes
- 9) Section 216.181(6), Florida Statutes
- 10) Cash Management Improvement Act Of 1990
- 11) American with Disabilities Act
- 12) Section 112.061, Florida Statutes
- 13) Immigration and Nationality Act
- 14) Section 286.011, Florida Statutes
- 15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66.
- 16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 17) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 18) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 19) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 20) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 21) 28 CFR applicable to grants and cooperative agreements
- 22) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 23) 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended;
- 24) Section 504 of the Rehabilitation Act of 1973, as amended;
- 25) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 26) Title IX of the Education Amendments of 1972;
- 27) the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 28) 28 CFR Part 42, Subparts C,D,E, and G
- 29) Department of Justice regulations on disability discrimination;
- 30) 28 CFR Part 35 and Part 39.
- 31) Federal Acquisition Regulations 31.2 and 931.2

ATTACHMENT A3

Warranties and Representations

Financial Management

Subrecipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

Competition.

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Subrecipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected when it is in the Subrecipient's interest to do so.

Codes of conduct.

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The

standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 AM to 5:00 PM. Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

ATTACHMENT A4

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Contractor Covered Transactions

1. The prospective contractor of the Subrecipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The Department shall consider the employment by Contractor of unauthorized aliens to be a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract. Contractor must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:
 - (a) All persons employed during the Contract term by the Contractor to perform employment duties within Florida; and
 - (b) All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract.
- (3) Where the Subrecipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By: _____
Signature

Subrecipient's Name

Name and Title

Department Grant Number

Street Address

City, State, Zip

Date

ATTACHMENT A5

Statement of Assurances

The Subrecipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Subrecipient assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the Department, SAA, Chief Financial Officer or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part

800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (SUBRECIPIENTS OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

ATTACHMENT A6

Reimbursement Check list

Please Note: DFS-SFM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- 1. Has a Details of Claims form been completed and attached?
- 2. Has a completed Equipment Reimbursement Request form to include AELs been included?
- 3. Have all invoices been included?
- 4. Has proof of vendor payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- 5. Has validation of receipt of goods form been signed and included?
- 6. If service/warranty expenses are listed, are they only for the performance period of the grant?
- 7. If EHP form needed (permanent fixtures or alterations to structures) - has copy of it and approval from State/DHS been included?
- 8. Has the Grant, year and issue been clearly identified?

Training

- 1. Is the course name clearly identified?
- 2. Has a description of the course been provided, if it is not an ICS course?
- 3. Has the DHS G&T course number been clearly indicated? If course is under DHS review provide the DHS tracking number.
- 4. Have sign-in sheets, rosters and agenda been provided?
- 5. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
- 6. Have print outs from entity's financial system been provided as proof attendees were paid?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- 5. Refresher skills training: Has the class/course been entered into the Florida State Fire College FCDICE system to include the roster of students and their grades? Include print out for class.
- 6. Certificate training: Have copies of each students training certificate been included in the claim package?
- 7. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor,

copy of credit card statement showing expense charged, and payment to credit card company for that statement).

*Note: Only Overtime OR Backfill may be elected to cover the same position for reimbursement purposes. DHS allows reimbursement for base pay and fringe benefits. Fringe benefits include, but are not limited to, the costs of leave, employee insurance, pensions and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable to the extent that the benefits are reasonable and are required by law, governmental unit-employee agreement, or an established policy of the governmental unit.

NOTE: Straight time IS NOT eligible for reimbursement with DHS SHS funds.

Shift personnel who serve as SME instructors for specialized approved training are eligible for overtime/backfill reimbursement of hours spent preparing for and conducting training classes. Personnel who are regularly assigned to the training division ARE NOT eligible for overtime/backfill through DHS SHS funds.

Exercise

- 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- 3. If billing for overtime, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling for who?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
(See note in Training above reference to personnel cost, same applies)
- 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Travel/Conferences

- 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a

zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?

- 2. If travel is for a conference has the agenda been included?
- 3. Per diem print outs/verification for amount charged in accordance with Section 112.061 F.S.?
- 4. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

For All Reimbursements - The Final Check

- 1. Have the costs incurred been charged to the appropriate POETE category? Are the line item #s documented?
- 2. Does the total on the summary form match the totals of all forms?
- 3. Have the forms been signed by the Sub-Recipient's Manager or Financial Officer?
- 4. Has the reimbursement package been inputted into the "reimbursement log" spreadsheet?

Quarterly Reports

- 1. Does the amount listed for each issue reflect the cumulative amount claimed for that issue from all previous claims and payments?
- 2. Does the final cumulative amount reflect all payments and adjustments?

Receiving Reports

Receiving report for Commodities: This form is completed and signed by the recipient agency to confirm receipt of equipment/items.

Receiving report for Services: This form is completed and signed by the recipient agency to confirm receipt of services such as training, travel or equipment repairs.

Budget/Finance Committee

Approval : 5.

Date: 11/14/2011

Submitted By: Angela Goodermote, Budget and Administrative Services

Department: Budget and Administrative Services

Information

Subject

Approval of Budget Amendment #12-026 and Resolution in the amount of \$77,847.00 to record unanticipated revenue received from the State of Florida, Dept of Financial Services, 2010 State Homeland Security Grant Program (SHSGP). The funds are to be used for Fire Rescue sustainment, HazMat training and technical rescue training. This item is contingent upon Board approval of the 2010 SHSGP Agreement with the State. Funding Source: 142-142-331200 (K. Zebraski)

Fiscal Impact

Amount Requested: 77,847.00

Budgeted Y/N: N

Funding Source:

142-142-331200

Attachments

Link: [Budget Amendment #12-026 & Resolution](#)

BUDGET TRANSFER AUTHORIZATION (TRANSFER OF APPROPRIATIONS)

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)				
	142	142	331200		Federal Grants - Public Safety	(85,792.60)	(77,847.00)	(163,639.60)
	142	1703D	514000		Overtime	0.00	20,473.00	20,473.00
	142	1703D	540000		Travel & Per Diem	0.00	1,000.00	1,000.00
	142	1703D	546100		Repairs & Maintenance	0.00	22,624.00	22,624.00
	142	1703D	549300		Training & Certification	0.00	11,750.00	11,750.00
	142	1703D	552000		Operating Supplies	0.00	6,000.00	6,000.00
	142	1703D	564100		M & E - Capitalized	0.00	16,000.00	16,000.00
								0.00
Net Change in Budget						(85,792.60)	0.00	(85,792.60)

Justification for transfer request: To record receipt of unanticipated revenue from the State of Florida, Dept of Financial Services, 2010 State Homeland Security Grant Program (SHSGP). The funds are to be used for Fire Rescue sustainment, HazMat training and technical rescue training.

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: Richard Knoff/Lorin Mock

DATE REQUESTED: November 8, 2011

BUDGET OFFICE APPROVAL
BY: Angela Goodermote
DATE: 11/08/11

COUNTY MANAGER APPROVAL
BY: _____
DATE: _____

BOARD APPROVAL:
BY: _____
DATE: _____

POSTING / RECORDING
BY: _____
DATE: _____

CLAY COUNTY
RESOLUTION # _____

WHEREAS, the following revenue from the State of Florida, Dept of Financial Services, 2010 State Homeland Security Grant Program (SHSGP), was not budgeted in the fiscal year 2011/2012 budget, and

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

WHEREAS, these funds will be used by the Public Safety Department for Fire Rescue sustainment, HazMat training and technical rescue training,

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

REVENUE

Federal Grants – Public Safety	142-142-331200	\$77,847.00
--------------------------------	----------------	-------------

EXPENDITURES

Overtime	142-1703D-514000	\$20,473.00
Travel & Per Diem	142-1703D -540000	\$1,000.00
Repairs & Maintenance	142-1703D -546100	\$22,624.00
Training & Certification	142-1703D -549300	\$11,750.00
Operating Supplies	142-1703D -552000	\$6,000.00
M & E – Capitalized	142-1703D -564100	\$16,000.00

Board of County Commissioners
Clay County, Florida

DATE

W. Travis Cummings, Chairman

ATTEST:

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

Budget/Finance Committee

Approval : 6.

Date: 11/14/2011

Submitted By: Angela Goodermote, Budget and Administrative Services

Department: Budget and Administrative Services

Information

Subject

Approval of Budget Transfer #12-027 in the amount of \$3,263.00 to provide the County's obligatory grant fund match for the Supervisor of Elections Federal Election Activities Grant which was approved by the Board on November 8, 2011. This transfer is between cost centers in the same fund. Funding Source: 001-0101-531000 (D. Moore)

Fiscal Impact

Amount Requested: 3,263.00

Budgeted Y/N: Y

Funding Source:

001-0101-531000

Attachments

Link: [Budget Transfer #12-027](#)

BUDGET TRANSFER AUTHORIZATION (TRANSFER OF APPROPRIATIONS)

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	0101	531000		Professional Services	35,000.00	(3,263.00)	31,737.00
	001	1101	548001		Grant Match - C/O	0.00	3,263.00	3,263.00
								0.00
								0.00
								0.00
								0.00
								0.00
								0.00
Net Change in Budget						35,000.00	0.00	35,000.00

Justification for transfer request: To allocate funds from the County Manager's budget (CC0101) to the Supervisor of Elections budget (CC1101) for the County's obligatory grant fund match for the Supervisor of Elections Federal Election Activities Grant which was approved by the Board on November 8, 2011.

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: Don Moore/Stephanie Kopelousos

DATE REQUESTED: November 8, 2011

BUDGET OFFICE APPROVAL
BY: Angela Goodermote
DATE: 11/08/11

COUNTY MANAGER APPROVAL
BY: _____
DATE: _____

BOARD APPROVAL:
BY: _____
DATE: _____

POSTING / RECORDING
BY: _____
DATE: _____

Budget/Finance Committee

Approval : 7.

Date: 11/14/2011

Submitted For: Fran Moss

Submitted By: Daphne Roberts, County Attorneys

Department: County Attorneys

Information

Subject

Presentation of proposed funding agreement between the County and the University of Florida Board of Trustees for the benefit of the Department of Pediatrics, Division of Child Protection & Forensic Pediatrics, College of Medicine-Jacksonville
Funding Source: 001-2504-531000

Attachments

Link: Funding Agmt with UF

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: 11/7/11
 Department Submitting Contract: County Attorney
 Vendor Name: University of Florida - Board of Trustees
 Contract Title: Agreement for payment of Forensic Examinations

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 <u>\$250.⁰⁰ per exam</u>
2. Renewal / Amend./Supplmt.	<input type="radio"/> Y	<input checked="" type="radio"/> N	14. Last Year's Price
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 checked="" type="radio"/> Y	<input type="radio"/> N	16. Number of Renewals
5. Need to waive bid policy	<input type="radio"/> Y	<input checked="" type="radio"/> N	17. Length of term <u>10/1/11 - 9/30/12</u>
6. Automatic renewal	<input type="radio"/> n/a	<input checked="" type="radio"/> N	
7. Payment < 45 days	<input type="radio"/> n/a	<input type="radio"/> N	AGREEMENT PURPOSE: <u>To pay for Forensic Exams performed by the Child Protection team in cases of suspected</u>
8. Vendor signature	<input type="radio"/> Y	<input checked="" type="radio"/> N	<u>Renewal Changes: Child Abuse, abandonment, or neglect.</u>
9. Standard Addendum Executed	<input type="radio"/> Y	<input checked="" type="radio"/> N	
10. Based upon bills submitted	<input checked="" type="radio"/> Y	<input 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:
 Account Number: 001-2504-531000
 Account Name: Professional Svcs.

Comments:

APPROVALS:

Finance: <u>we</u>	<table border="1"> <tr> <td>Approved No Changes</td> <td>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:	<table border="1"> <tr> <td>Approved No Changes</td> <td>Approved With Changes</td> </tr> <tr> <td align="center"><input type="checkbox"/></td> <td align="center"><input type="checkbox"/></td> </tr> </table>	Approved No Changes	Approved With Changes	<input type="checkbox"/>	<input type="checkbox"/>
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Approved No Changes	Approved With Changes										
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Review Date: <u>11/7/11</u>		Review Date: <u>Prepared By Legal</u>									
Contract Coordinator: <u>bj</u>	<table border="1"> <tr> <td>Approved No Changes</td> <td>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: <u>ajg</u>	<table border="1"> <tr> <td>Approved No Changes</td> <td>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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<input checked="" type="checkbox"/>	<input type="checkbox"/>										
Review Date: <u>11/7/11</u>		Review Date: <u>11-7-11</u>									

RECOMMENDED CHANGES/COMMENTS:

 *
 *
 * SOLE SOURCE EXPLANATION:



**CLAY COUNTY
FLORIDA**

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

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

County Attorney
Mark H. Scruby
Mark.Scruby@co.clay.fl.us

**Chief Assistant County
Attorney**
Frances J. Moss
Fran.Moss@co.clay.fl.us

Commissioners
Wendell D. Davis
District 1

Douglas P. Conkey
District 2

W. Travis Cummings,
Chairman, 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

November 7, 2011

MEMORANDUM

To: Budget/Finance Committee

From: Frances J. Moss, Chief Assistant County Attorney *FJM*

Re: Presentation of proposed funding agreement between the County and the University of Florida Board of Trustees for the benefit of the Department of Pediatrics, Division of Child Protection & Forensic Pediatrics, College of Medicine-Jacksonville
Funding Source: 001-2504-531000

The Board is required under Section 39.304(5), Florida Statutes, to pay for the costs of an initial medical exam of a child performed by the designated Child Protection Team for this area in cases of suspected child abuse, abandonment or neglect. The University of Florida, College of Medicine in Jacksonville, is the designated Child Protection Team for Northeast Florida. An Agreement has been prepared to give effect to the Board's obligation and to resolve and pay for services performed in the prior year. The Agreement is attached.

The funding agreement covers one fiscal year. Exams will be paid for at the rate of \$250 per qualified exam. The agreement also resolves the billing dispute over last year's billing by providing payment for 79 exams at the rate of \$250 per exam instead of the prior rate of \$500. This reflects a savings of fifty percent per exam, for a total of \$19,750, which shall be payable once the Agreement is approved by both parties.

The recommendation of the committee is requested.

FJM/
Attachments

\\contract\ccvsc\2011\CPT\budget-finance memo-1a: 11-07-11

Clay County Agreement/Contract No. 2011-12-_____

**AGREEMENT FOR PAYMENT OF INITIAL COSTS OF FORENSIC
EXAMINATIONS OF CHILDREN IN CASES OF SUSPECTED
PHYSICAL ABUSE, ABANDONMENT OR NEGLECT
FOR FY 2011-12**

This Agreement For Payment of Initial Costs of Forensic Examinations of Children in Cases of Suspected Physical Abuse, Abandonment or Neglect For FY 2011-12 (this Agreement) is made and entered into as of the 1st day of October, 2011, between Clay County, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and the University of Florida Board of Trustees for the benefit of the Department of Pediatrics, Division of Child Protection & Forensic Pediatrics, College of Medicine-Jacksonville, with offices at 655 West 8th Street, Jacksonville, Florida 32209 (the PROVIDER).

Recitals

WHEREAS, the PROVIDER has been designated by the Florida Department of Health as the Child Protection Team (CPT) for the area of the State that includes Clay County for purposes of Chapter 39, Part II, Florida Statutes; and,

WHEREAS, under Chapter 39, Part II, Florida Statutes, the PROVIDER, as the designated CPT, is responsible for providing specified investigation services for cases of suspected child abuse, abandonment, or neglect; and,

WHEREAS, under Section 39.304(5), Florida Statutes, the COUNTY must bear the initial costs (the Initial Costs) of the PROVIDER'S examination of an allegedly abused, abandoned, or neglected child who is a resident of Clay County (a Qualified Examination); and,

WHEREAS, the parties intend hereby to provide for the terms and conditions under which the COUNTY shall pay the Initial Costs.

WITNESSETH

IN CONSIDERATION OF the foregoing Recitals, the mutual covenants, promises and obligations provided herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The Recitals set forth hereinabove form an integral part of this Agreement. When construing this Agreement, all resort shall be had to the Recitals to the extent necessary to give the fullest effect to the manifest intent of the parties set forth in this Agreement.
2. On a monthly basis, the PROVIDER shall submit to the COUNTY a statement of the Initial Costs for all Qualified Examinations completed by the PROVIDER during the

immediately preceding calendar month. Each statement shall include or be accompanied by following:

- (a) for each Qualified Examination identified thereon, a unique control number assigned by the PROVIDER and the date the same was conducted;
- (b) information identifying the name and mailing address of each parent or legal guardian for each child for which each Qualified Examination set forth therein was completed, and such other information reasonably required by the COUNTY'S Finance Department in order that it may perform its pre-audit function under the law; and,
- (c) a certification attesting to the authentic performance of each Qualified Examination signed by a representative of the PROVIDER'S Department of Pediatrics.

At the request of the County the information required under subparagraph (b) shall be provided in an acceptable electronic format. A statement shall not be deemed complete without such information and certificate, and the COUNTY cannot pay until it receives a complete statement. The Initial Costs for each Qualified Examination set forth in the statement are hereby fixed at the sum of \$250.00. Under no circumstances shall the PROVIDER include in any statement any costs related to an initial forensic examination as contemplated in Section 960.28, Florida Statutes.

3. The payment by the COUNTY of the Initial Costs set forth in a statement submitted under paragraph 2 shall be deemed full and complete satisfaction of the COUNTY'S obligation to the PROVIDER for each examination completed by the PROVIDER within the meaning of Section 39.304(5), Florida Statutes. The COUNTY shall make all payments within 45 days after receipt of a complete statement, in accordance with the provisions of Section 218.74(2), Florida Statutes, also known as the Local Government Prompt Payment Act.

4. The term of this Agreement shall commence as of October 1, 2011, and shall continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein, through but not beyond September 30, 2012, unless sooner terminated by either party as provided herein. Either party shall have the right to terminate this Agreement without cause by giving of not less than thirty days prior written notice to the other party. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary, the COUNTY may terminate this Agreement at any time in the event of loss of funding for any reason, or in the event the COUNTY'S obligation to pay the Initial Costs is eliminated by a duly enacted and effective act of the Legislature or by the interpretation of the law by a court of competent jurisdiction, by giving PROVIDER twenty-four hours oral notice with written confirmation following. In the event this Agreement is terminated as provided herein, the PROVIDER shall be paid for any unpaid billings for all Qualified Examination performed up to the date of receiving the notice of termination.

5. Should either party default in its obligations under this Agreement, the non-defaulting party shall provide written notice to the defaulting party thereof. The defaulting party shall be given ten business days from receipt of the notice of default (or any such other amount of time agreed to by the parties, in writing) to remedy the default. If the default is not remedied within such time frame, the non defaulting party may terminate this Agreement, as provided in paragraph 4 hereof. Notwithstanding the foregoing, or any other provision of this Agreement to the contrary, in the event of a default, the non defaulting party shall be entitled to all available remedies at law or equity.

6. The parties agree that for the period from October 1, 2010 through September 30, 2011 ("Prior Period"), PROVIDER completed seventy-nine (79) Qualified Examinations. PROVIDER previously submitted statements to the COUNTY conforming to the requirements of paragraph 2 with a rate of \$500 for each Qualified Exam. In additional consideration for entering into this Agreement, the parties agree that the negotiated rate of \$250 per Qualified Exam shall apply to these seventy-nine (79) Qualified Exams reducing the total amount due for this Prior Period from \$39,500 to \$19,750. The provisions of the Local Government Prompt Pay Act shall apply to the COUNTY'S payment for the services rendered during the Prior Period and, for purposes of this Prior Period only, the time at which payment is due shall be calculated pursuant to §218.73(2)(b) as the date on which services are completed, which, for purposes of this Agreement only, is November 15, 2011.

7. The COUNTY'S obligations under this Agreement are contingent upon availability of lawfully appropriated funds for the payment of the Initial Costs under this Agreement.

8. In conducting Qualified Examinations, the PROVIDER shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or associate of the COUNTY.

9. The rights, obligations and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.

10. Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentem" shall not be applied to the interpretation of this Agreement.

11. All notices under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the COUNTY:
County Manager
Post Office Box 1366

477 Houston Street
Green Cove Springs, FL 32043

As to the PROVIDER:
Thomas T. Chiu, M.D.
Chair, Department of Pediatrics
College of Medicine-Jacksonville, University of Florida
653 West 8th Street
Jacksonville, Florida 32209

With copies to:
Robert C. Nuss, M.D.
Dean, Regional Campus, Jacksonville
College of Medicine, University of Florida
653 West 8th Street
Jacksonville, FL 32209

and to:
Contract Services
841 Prudential Drive, Suite 1330
Jacksonville, FL 32207

12. This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the PROVIDER hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

13. In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, obligations or liabilities of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees and costs against the other party, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal.

14. The County's Standard Addendum attached hereto and last revised on 09/27/06 is incorporated by reference herein.

15. The parties agree that this agreement does not involve the use of any federal or state grant dollars. In accordance with Section 210 of Office of Management and Budget ("OMB") Circular A-133 and Rule 691-5.006, Florida Administrative Code, Provider has been

determined to be a vendor and is not subject to OMB circular A-133 or Section 215.97, Florida Statutes.

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

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 CLAY COUNTY:

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

PROVIDER:

University of Florida Board of Trustees for the benefit of the Department of Pediatrics, Division of Child Protection & Forensic Pediatrics, College of Medicine-Jacksonville

By: _____
Robert Nuss, M.D.
Dean, Regional Campus

ATTEST FOR PROVIDER:

Carolyn Habib
Associate Director, Contract Services

Budget/Finance Committee

Approval : 8.

Date: 11/14/2011

Submitted For: Fran Moss

Submitted By: Daphne Roberts, County Attorneys

Department: County Attorneys

Information

Subject

Approval of Proposed Renewal Contract with West for three-year subscription for Westlaw Patron Access for use at the Clay County Courthouse by attorneys and the public (Funding Source: Law Library Acct. No. 108-1001-566000)

Attachments

Link: West Renewal Contract-Patron Access Account

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: 11/7/11
 Department Submitting Contract: County Attorney
 Vendor Name: West Group for Westlaw
 Contract Title: Renewal with West for 3 year subscription for Westlaw Patron Access

SUMMARY: (to be completed by department)

Basic Review Questions:	Circle One		
1. New Contract/Agreement	Y	<u>N</u>	13. Contract Amount <u>year 1- \$634.46</u>
2. Renewal / Amend./Supplmt.	<u>Y</u>	N	14. Last Year's Price <u>year 2- \$666.19</u>
3. Sole Source *(explain below)	Y*	<u>N</u>	15. Date of Original Contract <u>year 3- \$699.49</u>
4. Quotes/bids policy met	<u>Y</u>	N	16. Number of Renewals
5. Need to waive bid policy	Y	<u>N</u>	17. Length of term <u>3 years</u>
6. Automatic renewal	n/a	<u>N</u>	
7. Payment < 45 days	n/a	N	AGREEMENT PURPOSE: <u>Patron access at the</u>
8. Vendor signature	Y	<u>N</u>	<u>Clay County Courthouse</u>
9. Standard Addendum Executed	Y	<u>N</u>	
10. Based upon bills submitted	<u>Y</u>	N	Renewal Changes:
11. Advance Payment Required	Y	<u>N</u>	
12. Payment includes Taxes	n/a	<u>N</u>	
FUNDING SOURCE:			Comments:
Account Number: <u>108-1001-5660 00</u>			
Account Name: <u>Law Library</u>			

APPROVALS:

Finance: <u>[Signature]</u>	<table border="1"> <tr> <td>Approved No Changes</td> <td>Approved With Changes</td> </tr> <tr> <td></td> <td><u>See Notes</u></td> </tr> </table>	Approved No Changes	Approved With Changes		<u>See Notes</u>	County Attorney:	<table border="1"> <tr> <td>Approved No Changes</td> <td>Approved With Changes</td> </tr> <tr> <td></td> <td><u>Initiated By Legal</u></td> </tr> </table>	Approved No Changes	Approved With Changes		<u>Initiated By Legal</u>
Approved No Changes	Approved With Changes										
	<u>See Notes</u>										
Approved No Changes	Approved With Changes										
	<u>Initiated By Legal</u>										
Review Date: <u>11/7/11</u>		Review Date:									
Contract Coordinator: <u>bj</u>	<table border="1"> <tr> <td>Approved No Changes</td> <td>Approved With Changes</td> </tr> <tr> <td><u>✓</u></td> <td></td> </tr> </table>	Approved No Changes	Approved With Changes	<u>✓</u>		Budget & Admin Svcs: <u>ajg</u>	<table border="1"> <tr> <td>Approved No Changes</td> <td>Approved With Changes</td> </tr> <tr> <td><u>✓</u></td> <td></td> </tr> </table>	Approved No Changes	Approved With Changes	<u>✓</u>	
Approved No Changes	Approved With Changes										
<u>✓</u>											
Approved No Changes	Approved With Changes										
<u>✓</u>											
Review Date: <u>11/7/11</u>		Review Date: <u>11-7-11</u>									

RECOMMENDED CHANGES/COMMENTS:

• These appear to be monthly not yearly charges which puts them over procurement/renewal thresholds

• This product may be a sole source. More information will be provided at the committee meeting

* SOLE SOURCE EXPLANATION:



**CLAY COUNTY
FLORIDA**

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

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

County Attorney
Mark H. Scruby
Mark.Scruby@co.clay.fl.us

**Chief Assistant County
Attorney**
Frances J. Moss
Fran.Moss@co.clay.fl.us

Commissioners
Wendell D. Davis
District 1
Douglas P. Conkey
District 2
W. Travis Cummings,
Chairman, 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

November 7, 2011

MEMORANDUM

To: Budget/Finance Committee

From: Frances J. Moss, Chief Assistant County Attorney *FJM*

Re: Proposed Renewal Contract with West for three-year subscription for Westlaw Patron Access for use at the Clay County Courthouse by attorneys and the public
(Funding Source: Law Library Acct. No. 108-1001-566000)

On January 28, 2003, the Clay County Board of County Commissioners entered into a three-year contract with West Group for Westlaw (computerized legal research) to be set up on a workstation in the Clerk's Office in the Clay County Courthouse for use by attorneys and the public. Since this initial three-year contract in 2003, the Board has entered into two three-year renewal upgrade contracts which have continued this service. The current contract was entered into on November 13, 2008, and will expire at the end of December 2011.

Attached is the proposed renewal contract with West to continue the Westlaw Patron Access services currently available at the Clay County Courthouse. There are no changes to the plan. This renewal contract will take effect January 2012 at a cost of \$634.46 per month (an increase of 5% over our current rate of \$604.25) with a 5% increase annually in January of 2013 and 2014. Although this contract is a three-year contract, a provision has been added that the County may terminate after the first or second year if funds are not in the budget for its continuance.

The recommendation of the Committee is requested.

FJM/dpr
Attachment

bccmemo/finance/westlaw patron access1a-2012.doc:11-07-11



A Thomson Reuters business

Order Notification

Contact your representative erin.jacobs@thomsonreuters.com with any questions. Thank you.

Order ID: **262795**

Subscriber Information

Account Address:

Account #: **1003127601**
CLAY COUNTY ATTORNEY
PATRON ACCESS
LAW LIBRARY
477 HOUSTON ST
GREEN COVE SPRINGS, FL
32043
US
904-284-6377

Shipping Address:

Account #: **1003127601**
CLAY COUNTY ATTORNEY
PATRON ACCESS
LAW LIBRARY
477 HOUSTON ST
GREEN COVE SPRINGS, FL
32043
US
904-284-6377

Billing Address:

Account #: **1003127601**
CLAY COUNTY ATTORNEY
PATRON ACCESS
LAW LIBRARY
477 HOUSTON ST
GREEN COVE SPRINGS, FL
32043
US
904-284-6377

Payment and Shipping Information

Payment Method:

Payment Method: **WestAccount**
Account Number: **1003127601**

Shipping Information:

Shipping Method: **FREE Ground Shipping - U.S. Only**

Additional Information

Created By: **0078602**
Order Source: **27**
Revenue Channel: **01**
Order Date: **11/3/2011 12:32:48 PM**
P.O. Number:

Order Contact Information

First Name	Last Name	Email Address	Contact Description	Contact Number
Daphne	Roberts	Daphne.Roberts@co.clay.fl.us	Order Confirmation Contact	28

Internal Comments

■ OF Ver: <https://ordermation.west.thomson.com/esigs/ofversion.aspx?ordergroupid=f34a993f-c397-42d3-bed3-d546f0f85497>

Renewal Items

Product	Material ID	Current Monthly Charge*	Renewal Term	% Increases during Renewal Term	Program Details	Program Code
WESTLAW GOLD LIBRARY - FL	30304895	604.25	36 Months	5% yr 1 5% yr 2 5% yr 3	Rate for CY 2012: \$634.46 Rate for CY 2013: \$666.19 Rate for CY 2014: \$699.49	
<u>Renewal Terms Take Effect: 01/01/12</u>						

Subscriber agrees to commit to the additional months that appear in the "Renewal Term" column above. The maximum per cent increase for the Monthly WestlawPRO Charges and/or Monthly CLEAR Charges during the Renewal Term appear in the % Increases During Renewal Term column above.

In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

*Current Monthly WestlawPRO Charges and/or Monthly CLEAR Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term

Effective at the end of the current Minimum Term or current Renewal Term.

NON-GOVERNMENT CUSTOMERS WESTLAW ONLY

Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly WestlawPRO Charges for Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly WestlawPRO Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

GOVERNMENT WESTLAW CUSTOMERS AND CLEAR CUSTOMERS ONLY

Upon conclusion of the Renewal Term designated above, Monthly WestlawPRO Charges and/or Monthly CLEAR CHarges are billed thereafter at then current rates. Excluded Charges and Monthly WestlawPRO Charges and/or Monthly CLEAR Charges(after the Renewal Term) may be modified as set forth in the applicable Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of Westlaw and/or CLEAR shall be governed by the applicable Subscriber Agreement.

Subscription Service, Passwords and West km Software. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case NoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized users. Subscriber's Westlaw Doc & Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, related to Westlaw Doc & Form Builder Data of Subscriber that is stored on West servers will be destroyed within 180 days of such termination.

General Provisions. This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is nontransferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

Returns. If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges and West LegalEdcenter Charges are non-refundable.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Subscriber by his/her signature below acknowledges his/her understanding and acceptance of the terms and conditions of the Order Form.

SEE ATTACHED SIGNATURE PAGE

Signature of Authorized Representative for order

Title

Printed Name

Date

© 2011 West, a Thomson Reuters business. All rights reserved.

*SEE ADDITIONAL PROVISIONS PAGE ATTACHED

Additional Provisions

1. Clay County is protecting itself from larger price increases in the second and third year of this Renewal Upgrade contract. As a government entity, Clay County has the right to terminate after first or second year if funds are unavailable or need to be reallocated elsewhere, or are not contained in the applicable budget.
2. The cost for the databases included in this contract (Patron Access Plan) includes printing and unlimited use of those databases.
3. Payment shall be in accord with the Local Government Prompt Payment Act, notwithstanding anything else to the contrary in this contract.
4. Customer recognizes that Schedule A shall not apply for outside plan usage and billing because passwords will be blocked to outside usage.

ATTEST:

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

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

By: _____
W. Travis Cummings
Its Chairman

Dated: November _____, 2011

Subscriber Agreement for Westlaw® and CD-ROM Libraries

AGREEMENT entered into between "Subscriber" as set forth on the West order form ("Order Form") and West, a Thomson Reuters business ("West"), regarding Westlaw and/or CD-ROM Libraries, as follows:

1. **Westlaw and CD-ROM Libraries.** Subscriber may subscribe to Westlaw, West's online legal research service, via certain packaged Westlaw Schedule A price plans, and/or CD-ROM libraries ("Libraries") by submitting a then-current Order Form. All references herein to CD-ROM, CD-ROM Libraries or Libraries shall also include the DVD-ROM, USB and similar format/media. All Library subscriptions shall include access to Westlaw. Westlaw and CD-ROM Libraries are licensed to Subscriber subject to the terms and conditions of this Agreement, the Order Form, the applicable Schedule A or as otherwise agreed by the parties in writing. This Agreement supplements but does not supersede any Westlaw Subscriber Agreement in effect between Subscriber and West as of the effective date of this Agreement ("Existing Westlaw Agreement").

2. License.

(a) **Grant.** Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw and the CD-ROM Library(ies) to which Subscriber subscribes. Such license includes the right to access data made available through Westlaw ("Westlaw Data") and data contained in the CD-ROM Library(ies) ("CD-ROM Data," collectively "Data" which includes "Downloaded Data" as defined below). Subscriber may use the Data internally solely in the regular course of legal and other research and related work. Except as otherwise provided, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties for purposes that are consistent with the terms and conditions of this Agreement if such third parties agree not to further distribute the printouts.

(b) **Limitations.** Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Data or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not otherwise expressly prohibited by this Agreement or by the "Additional Terms" (as defined below), as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber shall not sell, license, sublicense or distribute Data (including printouts or Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

(c) **Westlaw.** Westlaw consists of various West-owned and third party content, services, functions and remotely-accessed gateways (collectively "Features"), which may change from time to time. Access to certain Features may be restricted. Certain Features are licensed subject to paragraphs 3, 6 and 7, which take precedence over the license granted in this paragraph, or additional terms ("Additional Terms"), which apply to certain third-party Features and may be different from those set forth in this Agreement. Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online. Additional Terms may be modified effective upon West giving Subscriber notice (in writing or online) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement. Subscriber may, on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to internal user(s) or transmit West-proprietary documents (i.e. documents not licensed by West from third-parties) to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 3 herein.

(d) **CD-ROM Libraries.** Each Library is licensed for use at a single Subscriber office location ("Site"). In addition, Subscriber's personnel who work at or are assigned to a licensed Site may access the Libraries by remote dial-in access to the Site or off-Site on stand-alone PCs. Each Library is licensed for use on stand-alone PCs or on a single local area network ("LAN") installed at a licensed Site that is electronically linked and capable of sharing the use of one or more CD-ROMs. The Order Form will indicate the number of concurrent users authorized to access each Library licensed for use on a LAN. Each such Library will be licensed with a proprietary control file, which Subscriber may install only on the single LAN. Subscriber may transfer the CD-ROM Data contained in the Library to a single storage drive under Subscriber's exclusive control and to maintain such CD-ROM Data as a searchable CD-ROM Software (as defined herein) compatible database subject to the terms and conditions of this Agreement. Subscriber may also use, only at the Site, West-proprietary Data available as part of a Library as set forth in paragraph 3. Access to

Data through wide area networks, multiple LANs, multiple sites or similar arrangements is strictly prohibited.

(e) **Rights in Data.** Except for the license granted in this Agreement, all right, title and interest in the Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors"). The CD-ROM Data architecture, including the format, layout and data structures, are proprietary. Subscriber may not reverse engineer or otherwise attempt to discern such proprietary architecture. The CD-ROMs and West Software, as defined herein, are and will remain the exclusive property of West, its affiliates and software owners.

3. **West Proprietary Data.** West grants a non-exclusive, non-transferable, limited license to individual users within Subscriber entities to store and use West-proprietary Downloaded Westlaw Data and CD-ROM Data (i.e., documents not licensed by West from third parties) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of this Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

4. West Software and Internet Based Services.

(a) **West Software.** West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw ("Westlaw Software") or to access third party gateway services and certain Westlaw Features not available when accessing Westlaw with CD-ROM software ("CD-ROM Software" including, but not limited to PREMISE®, LawDesk and Folio® used to access the Libraries). Subscriber hereby subscribes to Westlaw Software and CD-ROM Software (collectively "West Software") and updates and accompanying documentation as indicated on the Order Form. West Software will be licensed under a license agreement, which will accompany the West Software. By using the West Software (including each update) and taking such other action as may be referenced in the license agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the West Software in its possession or control.

(b) **Internet Based Services.** Westlaw may be accessed by Internet based services such as westlaw.com and next.westlaw.com ("Internet Based Services"). West grants Subscriber a non-exclusive, non-transferable, limited license to use Internet Based Services (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of Internet Based Services, nor may Subscriber reproduce all or any portion of the components of Internet Based Services. Subscriber may use Westlaw Data cached in Subscriber's local disk drive solely in support of its use of Internet Based Services. Certain software used by Subscriber may not be capable of supporting Internet Based Services. The performance of Internet Based Services varies with the manufacturers' equipment with which it is used.

5. **Charges and Modification of Charges.** Charges payable for access to Westlaw ("Westlaw Charges") will be as stated on the Order Form and the applicable Schedule A or as otherwise agreed upon in writing by the parties. Westlaw Charges shall commence on the date Subscriber first accesses Westlaw or any Feature or as otherwise stated on the Schedule A or Order Form. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online or pursuant to the terms stated on the Order Form (for the Monthly WestlawPRO Charges associated with the WestlawPRO products elected by Subscriber on the Order Form). The charges currently payable by Subscriber for each Library are as set forth on the Order Form ("CD-ROM Charges"). CD-ROM Charges also include, without limitation, charges for Library additions and Features introduced after the effective date of this Agreement. CD-ROM Charges will be determined by West and may be modified at any time without notice. Modification of any charges shall not be considered as an amendment to this Agreement that permits termination of this Agreement pursuant to paragraph 12 (ii) herein. All charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on the unpaid balance.

6. Usage Restrictions and Information Protection.

(a) **Use of Westlaw Data.** Subscriber shall not use any Data and shall not distribute any Data to a third party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. §

1681b). Subscriber acknowledges that access to certain Data available on Westlaw, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions. Subscriber agrees not to access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to Contributor restrictions. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, or that the terms of West's Contributor agreements requires West to block such access. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

(b) **Protection of Personal Information.** West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 4.a. above, the European Union Directive on Data Protection (95/46) and all other applicable legal directives and applicable industry standards (collectively "Privacy Laws") pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection for the Personal Information of either party. For purposes of this Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of West and/or Subscriber, respectively.

7. **West Legal Directory™.** Subscriber may use Westlaw Data and CD-ROM Data contained in West Legal Directory ("WLD") internally in the regular course of Subscriber's business. Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names and addresses for its own use. Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

8. **Responsibility for Certain Matters.** Subscriber shall provide to West the office location and address associated with Subscriber's Westlaw passwords issued under this Agreement. Subscriber's personnel may also access Westlaw via home computers, laptops or other wireless devices. Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Libraries, CD-ROM Data, CD-ROM Software, Westlaw, Westlaw Data, West Software and Internet Based Services (collectively the "Deliverables") by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Sharing of Westlaw passwords that have been issued to individual users of Subscriber is strictly prohibited.

9. **Disclaimer of Warranties and Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE DELIVERABLES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO THE DELIVERABLES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF CHARGES PAID BY SUBSCRIBER RELATIVE TO THE LIBRARY, WESTLAW FEATURE OR THE WEST SOFTWARE, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, OR ITS CONTRIBUTORS, OR ANY DECISION MADE OR

ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON WESTLAW DATA AND CD-ROM DATA; (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS HEREUNDER OR USE OF, OR INABILITY TO USE, THE DELIVERABLES, EVEN IF WEST OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING OR DELIVERING WESTLAW DATA AND CD-ROM DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF INTERNET BASED SERVICES ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF WESTLAW DATA OR DAMAGE TO MEDIA.

10. **Limitation of Claims.** Except for claims relating to Westlaw Charges or CD-ROM Charges, or improper use of the Deliverables, no claim, regardless of form, which in any way arises out of this Agreement may be made, nor action based upon such claim brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

11. **Effect of Agreement.** This Agreement (which includes all applicable Order Forms, any Existing Westlaw Agreement, current and future Schedules and Additional Terms, license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and except as otherwise provided herein supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written notice. Any other amendment must be in writing and signed by both parties.

12. **Term and Termination.** This Agreement and each Order Form may not be terminated prior to a Minimum Term of one year after the date West processes this Agreement and that Order Form. In the event Subscriber requests a Minimum Term in excess of one year as set forth in the Order Form, this Agreement may not be terminated prior to the expiration of such Minimum Term. Upon expiration of the Minimum Term or any Renewal Term set forth in the Order Form, either party may terminate this Agreement by providing the other party 30 days prior written notice of such termination. Notwithstanding the foregoing, (i) West may terminate a Library subscription upon 30 days prior written notice if such Library is no longer commercially available; (ii) Subscriber may terminate this Agreement immediately by giving written notice of termination after receiving notice of any amendment (as permitted under paragraphs 2(c) and 11), which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; (iii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (iv) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation, this Agreement or may result in a risk to public safety, including but not limited to the safety of private individuals; and (v) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement. Upon termination of any Library subscription by either party, Subscriber shall immediately destroy the terminated Library(ies) and destroy all CD-ROM Data maintained on a permanent storage drive. Upon any termination of this Agreement, the West Software licenses shall also terminate.

13. **Force Majeure.** West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

14. **Notices.** Except as otherwise provided in this Agreement, all notices must be given in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-0833, Attention: Customer Service, and to Subscriber at the address on the Order Form.

15. **General Provisions.** This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion hereof may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected. Failure of either party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part hereof. West, as used herein, applies to West Publishing Corporation, Thomson Reuters Applications Inc., West Services Inc., Thomson Reuters (Legal) Inc., and their affiliates.

16. **Ideas and Concepts.** Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Westlaw, Internet Based Services or Westlaw Software or Libraries shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

Schedule A to Subscriber Agreement

WestlawPRO™ - Westlaw Patron Access for State and Local Law Libraries

Available only to state, county or municipal government law libraries and public libraries that are open to the public.

1. **Monthly WestlawPRO Charges.** The monthly WestlawPRO charges (Monthly WestlawPRO Charges™) for the products elected by Subscriber appear on the Order Form and include usage, communications, offline transmission (as limited by the User Agreement), transactional charges (excluding online citation checking) and certain offline automated citation checking charges. Monthly WestlawPRO Charges apply regardless of Subscriber's actual use. A listing of the current WestlawPRO Databases appears in the Westlaw Directory. Access to and use of databases, Features and services that are not part of the WestlawPRO products elected by Subscriber shall be blocked.
2. **Authorized Use.** Access to certain Features and databases of Westlaw Patron Access (e.g. such as downloading, fax, e-mail, WestClip, KeyCite Alert, etc.) are or may be restricted by West. Westlaw Patron Access will be accessible only upon a limited number of publicly accessible terminals, the number of which will be designated by Subscriber on the Order Form. Westlaw Patron Access can be accessed when walk-in patrons of Subscriber click on a Westlaw icon or a link placed on the desktop of Subscriber-designated terminals. Westlaw passwords will be held at West and shall not be revealed to Subscriber or Subscriber's patrons. Walk-in patrons of Subscriber must assent to and submit to West an online click through license agreement prior to accessing Westlaw Patron Access. Access to Westlaw Patron Access shall be performed only on Subscriber's premises. Any remote access to Westlaw Patron Access by Subscriber's patrons is strictly prohibited.
3. **Training.** Basic Westlaw training will be provided at no charge at West Information Centers or via telephone for Subscriber's personnel who will use or instruct others in the use of Westlaw.
4. **Subscriber's Obligations.** Subscriber understands and acknowledges that the functionality of Westlaw Patron Access cannot and does not limit access to non-West Internet sites. Subscriber shall be responsible for controlling network access to the Internet or internal library sites.
5. **Increase in Terminals.** In the event Subscriber desires to increase the number of publically accessible terminals or that West learns that Subscriber has increased the number of publically accessible terminals without contacting West, the parties shall enter into good faith negotiations regarding the terms and conditions of the Order Form and the Subscriber Agreement.

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 Florida Headnotes (Digest)

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Florida Legislative Service
 Florida Historical Legislative Service

STATUTES AND COURT RULES

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 Florida Environmental Law Administrative Decisions
 Florida Ethics Opinions
 Florida Public Utilities Reports
 Florida Securities Administrative Decisions
 Florida Taxation Administrative Decisions
 Florida Taxation Cases and Administrative Materials

INSURANCE MATERIALS

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 Florida Insurance Administrative Code
 Florida Insurance Bulletins
 Florida Insurance Bulletins Table of Contents
 Florida Insurance Cases
 Florida Insurance Statutes Annotated

SPECIALIZED MATERIALS

Florida Jury Verdict Reporter
 Westlaw State Bulletins – Florida
 West Key Number Service
 West Legal Directory – Florida

TEXTS AND PERIODICALS

Florida Journals and Law Reviews
 American Business Law Journal
 Florida Bar Journal
 Florida Journal of International Law
 Florida Law Review

Florida State University Law Review
 Florida Tax Review
 ILSA Journal of International & Comparative Law
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Budget/Finance Committee

Approval : 9.

Date: 11/14/2011

Submitted For: Karen Thomas **Submitted By:** Donna Fish, Purchasing
Department: Purchasing

Information

Subject

Recommend approval to post notice of intent and to award Bid # 10/11-13 Henley Road Widening as recommended by the Engineer of Record to The Haskell Company DBA Jax Utilities Construction in the amount of \$14,848,334.16. Approval will be effective after 72 hour bid protest period has expired and assuming no protests are received. Submittals are available for review in the Purchasing Department. Funding Source: 305-6012-563000

Attachments

Link: [101113FC111411](#)



**CLAY COUNTY
FLORIDA**

Purchasing Division

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

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

County Manager

Stephanie C. Kopelousos

Commissioners:

Wendell D. Davis
District 1
Douglas P. Conkey
District 2
W. Travis Cummings
Chairman, 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

November 9, 2011

MEMO TO: Stephanie Kopelousos
County Manager

FROM: Karen Thomas
Purchasing Manager

SUBJECT: Budget/Finance Agenda, November 14, 2011

Item: Bid No. 10/11-13
Henley Road Widening

Recommend approval to post notice of intent and to award Bid # 10/11-13 Henley Road Widening as recommended by the Engineer of Record to The Haskell Company DBA Jax Utilities Construction in the amount of \$14,848,334.16. Approval will be effective after 72 hour bid protest period has expired and assuming no protests are received. Submittals are available for review in the Purchasing Department.

Funding Source: 305-6012-563000

Att. 1 – Staff/Engineer Recommendation Sheets
2 – Bid Tabulation Sheet

/df

Karen Thomas

BID RECOMMENDATIONS

October 14, 2011

Bid #10/11-13

Henley Road Widening

BIDDERS	BOND	BASE BID	ALT1 AFTER REVIEW	ALT 2	ALT 3
<u>Superior</u>	<u>✓</u>	<u>17,893,145.01</u>			
<u>Baker</u>	<u>✓</u>	<u>16,198,868.72</u>	<u>16,096,528.10</u>		
(1) <u>Haskell</u>	<u>✓</u>	<u>14,884,837.16</u>	<u>14,848,334.16</u>		
<u>Valkencourt</u>	<u>✓</u>	<u>16,272,241.70</u>			
(2) <u>Anderson</u>	<u>✓</u>	<u>15,984,212.01</u>	<u>15,995,419.91</u>		
(3) <u>W.R. Townsend</u>	<u>✓</u>	<u>15,997,782.63</u>			
<u>Masei</u>	<u>✓</u>	<u>16,848,434.37</u>			
<u>Hubbard</u>	<u>✓</u>	<u>17,466,106.89</u>			
<u>J. B. Coxwell</u>	<u>✓</u>	<u>17,198,861.33</u>			

Staff Assigned to Tabulate Bids and Make Recommendations:

<u>NAME</u>	<u>TITLE</u>
<u>SHAWN THOMAS</u>	<u>PROJECT ADMINISTRATOR</u>
<u>WARRICK SAMS</u>	<u>PROJECT MANAGER</u>

RECOMMENDATION: STAFF AND ENGINEER OF RECORD

RECOMMEND AWARDING THE BID TO HASKELL COMPANY

DBE Tax UTILITY.

BID RECOMMENDATIONS
October 14, 2011
 Bid #10/11-13
 Henley Road Widening

BIDDERS	BOND	BASE BID	ALT 1	ALT 2	ALT 3
<u>Pet Hicout</u>	<u>✓</u>	<u>17,954,443.72</u>	_____	_____	_____
<u>Barco</u>	<u>✓</u>	<u>17,826,648.96</u>	_____	_____	_____
<u>United Pro.</u> <small>(Oldcastle DBA)</small>	<u>✓</u>	<u>17,519,957.80</u>	_____	_____	_____
<u>APAC</u>		<u>No Bid</u>	_____	_____	_____
_____		_____	_____	_____	_____
_____		_____	_____	_____	_____
_____		_____	_____	_____	_____
_____		_____	_____	_____	_____
_____		_____	_____	_____	_____

Staff Assigned to Tabulate Bids and Make Recommendations:

<u>NAME</u>	<u>TITLE</u>
_____	_____
_____	_____
_____	_____

RECOMMENDATION:



HASKELL
America's Design-Build Leader®

The Haskell Company
5253 West 12th Street
Jacksonville, Florida 32254

tel 904 357-4950
fax 904 357-4977
www.haskell.com

October 25, 2011

Ms. Donna Fish
Clay County Board of County Commissioners
P.O. Box 1366
Green Cove Springs, Florida 32043

Re: The Haskell Company dba Jax Utilities Construction

Dear Ms. Fish,

Jax Utilities Construction (JUC) was acquired by The Haskell Company in 1981. Since the acquisition of JUC Haskell has operated the unit as an internal division focusing on civil construction projects.

Jax Utilities Construction is a division of Haskell and is not a separate legal entity. We have continued to use the JUC name for this division due to its positive reputation and local name recognition.

If you have any questions or need any additional information, please don't hesitate to contact me at (904) 357-4971.

Respectfully,

Boyd D. Worsham
Vice President

Shawn Thomas

From: Stokes, Wayne J. [Wayne.Stokes@rsandh.com]
Sent: Friday, October 21, 2011 5:53 PM
To: Shawn Thomas
Subject: Henley Road Bid Review - With Recommendation
Attachments: Bid Review.xlsx

Follow Up Flag: Follow Up
Flag Status: Flagged

Shawn,

I have attached a spreadsheet that compares the top four bidders. There were corrections that changes totals but Haskell is the low bidder.

Not all listed subcontractors are prequalified and this is shown on the second summary tab. It would appear that the low bidder covered all of the primary work areas with Prequalified subcontractors.

It would appear that the significant differences between the lower bidders are as follows:

Haskell underbid everyone on drainage. Their prices for pipe and inlets are generally much lower than other bidders but these items are covered extensively in the Standard Specifications. We made it clear through an addendum that RCP pipe is required

Bridge, signal, striping, roadway and specialty foundation prices are consistent with the other lowest bidders.

Based upon our review we recommend that Haskell Co. D/B/A/ Jax Utility Construction be awarded the project.

Please let me know if we need to discuss.

Wayne

Wayne Stokes, PE
Senior Transportation Engineer / Project Manager
10748 Deerwood Park Blvd South
Jacksonville, FL 32256-0597
Phone: 904-256-2148 / Mobile: 904-868-6160
Wayne.Stokes@rsandh.com



SUMMARY OF BIDS

CONTRACTOR/SUBS	BID FORM TOTAL	CALC.TOTAL	FDOT PREQUAL
HASKELL CO D/B/A KAX UTILITY CONSTR.	\$14,898,376.16	\$14,848,334.16	
ROSE SERVICES			YES
CONCRETE PROFILES			
LEGACY ENGINEERING			
LANDMARK SURVEYORS			
BOBS BARRICADES			
HAL JONES INC.			YES
JAMES HINSON ELECTRICAL CONTRACTORS			YES
DUVAL ASPHALT PRODUCTS			YES
ANDERSON COLUMBIA	\$15,984,212.01	\$15,995,419.91	
BOBS BARRICADES			
UTILITY SYSTEM CONTRSTRUCTION INC			YES
CURB SYSTEMS OF NE FLORIDA, INC			
TRAFFIC CONTROL DEVICES INC			YES
SUWANNEE VALLEY GRASSING INC			
USA FENCE COMPANY			
ROSE SERVICES			YES
COASTAL CAISSON CORP			
W. R. TOWNSEND	\$15,997,782.63	\$15,997,782.63	
ATLANTIC COAST ASPHALT CO.			
ROSE SERVICES			YES
CONCRETE PROFILES			
TRAFFIC CONTROL DEVICES INC			YES
HAL JONES INC.			YES
BAKER INFRASTRUCTURE GROUP	\$16,178,868.72	\$16,096,528.67	
DUVAL ASPHALT PRODUCTS			YES
HAL JONES INC.			YES
CURB SYSTEMS OF NE FLORIDA, INC			
HAYWARD BAKER			YES

BID FORM
BID NO. 10/11-13

BID ITEM NUMBER	ITEM DESCRIPTION	BASE BID ESTIMATE TAB		HENLEY ROAD WIDENING ENGR. ESTIMATE		Anderson Columbia Co., Inc.	Haskell Co. D/B/A Jax Utilities Const.	W. R. Townsend Contracting, Inc.	Baker Infrastructure Group
		QUANTITY	UNIT	UNIT COST	TOTAL	ADJ. TOTAL	ADJ TOTAL	ADJ TOTAL	ADJ TOTAL
	PART A1 - ROADWAY								
101-1	MOBILIZATION	1	LS	\$2,027,094.24	\$2,027,094.24	\$912,655.00	\$978,400.00	\$1,162,500.00	\$660,565.79
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$45,000.00	\$45,000.00	\$113,637.28	\$334,138.00	\$227,015.63	\$253,972.67
102-60	WORK ZONE SIGNS	91,815	ED	\$0.26	\$23,871.90	\$20,199.30	\$19,281.15	\$27,544.50	\$27,544.50
102-61	BUISINESS SIGNS	3	EA	\$0.00	\$0.00	\$98.19	\$96.66	\$174.90	\$177.00
102-71-14	BARRIER WALL, TEMPORARY, F&I, TYPE K	1,296	LF	\$26.75	\$34,668.00	\$45,489.60	\$52,889.76	\$48,651.84	\$29,160.00
102-71-24	BARRIER WALL, TEMPORARY, RELOCATE, TYPE K	1,620	LF	\$12.75	\$20,655.00	\$11,194.20	\$6,966.00	\$21,254.40	\$12,312.00
102-74-1	BARRICADE, TEMPORARY, TYPES I, II DI, VP & DRUM	414,770	ED	\$0.13	\$53,920.10	\$53,920.10	\$53,920.10	\$33,181.60	\$37,329.30
102-74-2	BARRICADE, TEMPORARY, TYPES III, 6'	2,062	ED	\$0.45	\$927.90	\$556.74	\$556.74	\$989.76	\$989.76
102-77	HIGH INTENSITY FLASHING LIGHT, TEMPORARY, TYPE B	20,810	ED	\$0.31	\$6,451.10	\$5,618.70	\$5,618.70	\$7,699.70	\$8,324.00
102-79	TYPE C STEADY BURN LIGHT, TEMPORARY, BARRIER WALL MOUNT	21,100	ED	\$0.13	\$2,743.00	\$2,321.00	\$2,321.00	\$1,688.00	\$1,899.00
102-89-7	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION	8	LO	\$1,070.88	\$8,567.04	\$5,674.88	\$5,600.00	\$7,632.00	\$7,408.00
102-99	PORTABLE CHANGEABLE MESSAGE SIGN-TEMPORARY	3,350	ED	\$15.00	\$50,250.00	\$36,548.50	\$36,012.50	\$44,387.50	\$44,722.50
104-10-3	SEDIMENT BARRIER	51,666	LF	\$0.95	\$49,082.70	\$125,548.38	\$36,682.86	\$60,449.22	\$56,832.60
104-11	FLOATING TURBIDITY BARRIER	752	LF	\$8.02	\$6,031.04	\$4,925.60	\$4,850.40	\$5,587.36	\$7,896.00
104-12	STAKED TURBIDITY BARRIER- NYL REINF PVC	136	LF	\$4.83	\$656.88	\$1,421.20	\$414.80	\$534.48	\$788.80
104-15	SOIL TRACKING PREVENTION DEVICE	7	EA	\$1,200.00	\$8,400.00	\$19,098.17	\$6,587.00	\$11,096.33	\$11,550.00
104-18	INLET PROTECTION SYSTEM	230	EA	\$19.00	\$4,370.00	\$20,476.90	\$8,740.00	\$19,064.70	\$43,700.00
110-1-1	CLEARING & GRUBBING	1 (84.49)	LS (AC)	\$9,300.00	\$785,757.00	\$172,439.73	\$394,393.00	\$522,502.21	\$752,000.00
110-7-1	MAILBOX, F&I SINGLE	60	EA	\$142.32	\$8,539.20	\$7,203.00	\$8,040.00	\$6,996.00	\$5,220.00
120-1	REGULAR EXCAVATION	216,780	CY	\$7.15	\$1,549,977.00	\$336,009.00	\$676,353.60	\$500,761.80	\$693,696.00
120-4	SUBSOIL EXCAVATION (ROADWAY)	992	CY	\$3.95	\$3,918.40	\$10,882.24	\$2,747.84	\$8,779.20	\$4,563.20
120-6	EMBANKMENT	158,551	CY	\$8.30	\$1,315,973.30	\$765,801.33	\$180,748.14	\$252,096.09	\$309,174.45
160-4	TYPE B STABILIZATION	168,240	SY	\$2.35	\$395,363.01	\$376,857.60	\$265,819.20	\$344,892.00	\$664,548.00
285-701	OPTIONAL BASE, BASE GROUP 01	2,743	SY	\$7.69	\$21,096.25	\$18,926.70	\$14,757.34	\$16,704.87	\$18,240.95
285-702	OPTIONAL BASE, BASE GROUP 02	19,350	SY	\$9.50	\$183,820.90	\$132,160.50	\$112,617.00	\$134,676.00	\$122,872.50
285-708	OPTIONAL BASE, BASE GROUP 08	151,000	SY	\$14.00	\$2,113,993.42	\$1,614,190.00	\$1,561,340.00	\$1,451,110.00	\$1,630,800.00
285-708	OPTIONAL BASE, BASE GROUP 12	31	SY	\$25.00	\$767.50	\$1,734.45	\$999.75	\$797.01	\$852.50
327-70-6	MILLING EXIST ASPH PAVT, 1.5" AVG DEPTH	3,711	SY	\$1.46	\$5,417.87	\$7,050.90	\$9,314.61	\$10,836.12	\$9,277.50
334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	19,133.2	TN	\$87.84	\$1,680,660.29	\$1,434,224.67	\$1,570,070.39	\$1,480,527.02	\$1,568,922.40
337-7-33	ASPH CONC FC, TRAFFIC C, FC-12.5, PG 76-22	12,835.7	TN	\$94.58	\$1,214,000.51	\$1,112,983.55	\$1,207,325.94	\$1,210,919.94	\$1,203,346.88
339-1	MISCELLANEOUS ASPHALT PAVEMENT	8.4	TN	\$151.06	\$1,268.90	\$1,861.27	\$1,601.21	\$3,258.86	\$1,596.00
400-0-11	CONCRETE CLASS NS, GRAVITY WALL	74.0	CY	\$515.00	\$38,110.00	\$42,397.56	\$37,000.00	\$35,298.00	\$41,810.00

BID FORM
BID NO. - 10/11-13

BID ITEM NUMBER	ITEM DESCRIPTION	BASE BID ESTIMATE TAB		HENLEY ROAD WIDENING ENGR.	WIDENING ESTIMATE	Anderson Columbia Co., Inc.	Haskell Co. D/B/A Jax Utilities Const.	W. R. Townsend Contracting, Inc.	Baker Infrastructure Group
		QUANTITY	UNIT	UNIT COST	TOTAL	ADJ. TOTAL	ADJ TOTAL	ADJ TOTAL	ADJ TOTAL
515-1-2	PIPE HANDRAIL, GUIDERAIL, ALUMINUM	236	LF	\$38.42	\$9,070.96	\$5,406.76	\$13,305.68	\$7,117.76	\$10,384.00
515-2102	PED / BICYCLE RAILING, ALUM 54" PICKET RAILING	515	LF	\$45.00	\$23,175.00	\$25,291.65	\$38,027.60	\$24,292.55	\$17,355.50
520-1-7	CONCRETE CURB & GUTTER, TYPE E	515	LF	\$12.75	\$6,566.25	\$5,556.85	\$5,304.50	\$5,283.90	\$6,334.50
520-1-10	CONCRETE CURB & GUTTER, TYPE F	36,842	LF	\$13.25	\$488,156.50	\$292,893.90	\$340,788.50	\$351,841.10	\$349,999.00
520-2-4	CONCRETE CURB, TYPE D	29	LF	\$16.00	\$464.00	\$316.10	\$437.32	\$314.94	\$362.50
520-5-41	TRAF SEP CONC-TYPE IV, 4' WIDE	649	LF	\$20.89	\$13,557.61	\$10,942.14	\$10,254.20	\$9,494.87	\$12,006.50
521-1	MEDIAN CONCRETE BARRIER WALL	170	LF	\$155.00	\$26,334.50	\$22,633.80	\$9,537.00	\$9,100.10	\$9,520.00
522-1	SIDEWALK CONC, 4" THICK	28,613	SY	\$36.03	\$1,030,937.20	\$591,144.58	\$614,607.24	\$630,916.65	\$640,931.20
522-2	SIDEWALK CONC, 6" THICK	2,390	SY	\$38.82	\$92,779.80	\$66,896.10	\$63,621.80	\$65,533.80	\$69,907.50
536-73	GUARDRAIL REMOVAL	1,327	LF	\$1.29	\$1,711.83	\$2,892.86	\$4,272.94	\$7,218.88	\$20,966.60
550-10-120	FENCING, TYPE A, 5.1'-6.0', STANDARD	2,168	LF	\$6.25	\$13,550.00	\$12,899.60	\$12,682.80	\$12,531.04	\$12,466.00
550-10-220	FENCING, TYPE B, 5.1-6.0, STANDARD	1,565	LF	\$9.95	\$15,571.75	\$15,681.30	\$18,232.25	\$17,997.50	\$17,841.00
550-60-122	FENCE GATE, TYPE A, DOUBLE, 6.1-12.0' OPENING	1	EA	\$805.03	\$805.03	\$856.68	\$515.50	\$508.80	\$505.00
550-60-222	FENCE GATE, TYPE B, DOUBLE, 6.1-12.0' OPENING	1	EA	\$805.83	\$805.83	\$1,074.95	\$730.00	\$720.80	\$715.00
570-1	PERFORMANCE TURF	29,400	SY	\$0.85	\$24,990.00	\$7,350.00	\$11,172.00	\$7,056.00	\$8,820.00
570-1-2	PERFORMANCE TURF (SOD)	179,223	SY	\$0.85	\$152,339.48	\$405,043.98	\$385,329.45	\$390,706.14	\$394,290.60
1050 11212	UTILITY PIPE, F%, PVC, CASING/CONDUIT, 2-4.9"	105	LF	\$20.00	\$2,100.00	\$3,895.50	\$539.70	\$1,246.35	\$1,648.50
1050 13004	UTILITY PIPE, INSTALL, 8-19.9"	95	LF	\$6.00	\$570.00	\$4,353.85	\$542.45	\$1,301.50	\$1,273.00
	SUBTOTAL - ROADWAY			\$	\$13,564,838.20	\$8,889,236.84	\$9,126,104.62	\$9,202,789.72	\$9,807,418.70
	PART A2- BRIDGE AND WALLS								
110-3	REMOVAL OF EXISTING STRUCTURE	1	LS	\$39,509.44	\$39,509.44	\$108,834.97	\$107,128.00	\$105,735.00	\$104,100.00
400-2-10	CONC CLASS II, APPROACH SLABS	232.0	CY	\$387.76	\$89,960.32	\$126,565.28	\$124,584.00	\$122,960.00	\$134,560.00
400-2-41	CONC CLASS II, PRECAST DECK OVERLAY	242.9	CY	\$550.41	\$133,694.59	\$132,511.67	\$130,437.30	\$128,737.00	\$140,882.00
400-4-5	CONC CLASS IV, SUBSTRUCTURE	165.2	CY	\$684.79	\$113,127.31	\$90,123.21	\$88,712.40	\$87,556.00	\$95,816.00
400-7	BRIDGE DECK GROOVING, LESS THAN 8.5"	1,089	SY	\$6.32	\$6,882.48	\$7,132.95	\$7,013.16	\$6,926.04	\$7,623.00
400-147	COMPOSITE NEOPRENE PADS	6	CF	\$920.24	\$5,521.44	\$818.28	\$804.00	\$795.00	\$870.00
415-1-4	REINF STEEL- SUPERSTRUCTURE	38,003	LB	\$0.76	\$28,882.28	\$62,324.92	\$61,184.83	\$60,424.77	\$66,505.25
415-1-5	REINF STEEL- SUBSTRUCTURE	22,072	LB	\$0.75	\$16,554.00	\$36,198.08	\$35,535.92	\$35,094.48	\$38,626.00
415-1-9	REINF STEEL- APPROACH SLABS	40,253	LB	\$0.83	\$33,409.99	\$66,014.92	\$64,807.33	\$64,002.27	\$70,442.75
450-3-11	PRESTRESSED SLAB UNITS, WIDTH 48", THICKNESS 12"	880	LF	\$180.00	\$158,400.00	\$192,033.60	\$189,015.20	\$186,560.00	\$204,160.00
450-3-21	PRESTRESSED SLAB UNITS, WIDTH 60", THICKNESS 12"	880	LF	\$170.00	\$149,600.00	\$192,033.60	\$189,015.20	\$186,560.00	\$204,160.00

BID FORM
BID NO. - 10/11-13

BID ITEM NUMBER	ITEM DESCRIPTION	BASE BID ESTIMATE TAB		HENLEY ROAD WIDENING ENGR.	HENLEY ROAD WIDENING ESTIMATE	Anderson Columbia Co., Inc.	Haskell Co. D/B/A Jax Utilities Const.	W. R. Townsend Contracting, Inc.	Baker Infrastructure Group
		QUANTITY	UNIT						
450-3-91	PRESTRESSED SLAB UNITS, VARIABLE WIDTH 30-47"	220	LF	\$180.00	\$39,600.00	\$48,008.40	\$47,253.80	\$46,640.00	\$51,040.00
455-34-5	PRESTRESSED CONCRETE PILING, 24" SQ	1,272	LF	\$79.93	\$101,670.96	\$52,737.12	\$51,910.32	\$51,236.16	\$55,968.00
455-133-2	SHEET PILING STEEL, TEMPORARY-CRITICAL	6,385	SF	\$15.24	\$97,307.40	\$76,620.00	\$75,406.85	\$74,449.10	\$81,408.75
455-133-3	SHEET PILING STEEL, PERMANENT	1,416	SF	\$13.31	\$18,846.96	\$38,628.48	\$38,019.60	\$37,524.00	\$41,064.00
455-143-5	TEST PILES-PRESTRESSED CONCRETE, 24" SQ	544	LF	\$127.15	\$69,169.60	\$65,883.84	\$49,661.76	\$49,014.40	\$70,176.00
458-1-11	BRIDGE DECK EXP. JOINT, POURED WITH BACKER ROD	76	LF	\$39.91	\$3,013.21	\$4,146.56	\$4,081.20	\$4,028.00	\$4,408.00
460-70-2	ALUMINUM BULLET RAILINGS, DOUBLE RAIL	1,743	LF	\$41.82	\$72,875.53	\$49,448.91	\$48,664.56	\$48,037.08	\$52,290.00
521-5-1	CONCRETE TRAFFIC RAILING, BRIDGE 32" F - SHAPE	359	LF	\$61.18	\$21,951.38	\$19,587.04	\$19,278.30	\$19,027.00	\$20,822.00
521-5-4	CONCRETE TRAFFIC RAILING, BRIDGE, 32" VERTICAL FACE	359	LF	\$63.57	\$22,802.56	\$19,587.04	\$19,278.30	\$19,027.00	\$20,822.00
521-6-3	CONCRETE PARAPET RETAINING WALL SYSTEM MOUNTED ON	114	LF	\$206.00	\$23,484.00	\$6,219.84	\$6,121.80	\$6,042.00	\$6,612.00
521-8-3	CONCRETE TRAFFIC RAILING - WITH JUNCTION SLAB	1,335	LF	\$204.77	\$273,367.95	\$72,837.60	\$71,689.50	\$70,755.00	\$77,430.00
521-72-3	SHOULDER CONCRETE BARRIER WALL, RIGID-SHOULDER	49	LF	\$0.00	\$0.00	\$18,712.12	\$18,418.61	\$18,179.00	\$19,845.00
530-1	RIPRAP, SAND-CEMENT	150	CY	\$332.82	\$49,923.00	\$16,366.50	\$16,110.00	\$15,900.00	\$17,400.00
530-3-3	RIPRAP, RUBBLE, BANK AND SHORE	4,330	TN	\$67.75	\$293,357.50	\$330,725.40	\$325,529.40	\$321,286.00	\$350,730.00
530-74	BEDDING STONE	1,432	TN	\$63.97	\$91,605.04	\$109,376.16	\$107,657.76	\$106,254.40	\$34,010.00
548-12	RETAINING WALL SYSTEM, PERMANENT, EXCLUDING BARRIER	21,968	SF	\$26.95	\$592,037.60	\$778,985.28	\$766,683.20	\$756,797.60	\$771,955.52
	SUBTOTAL - BRIDGE AND WALLS			\$	\$2,546,554.54	\$2,722,461.76	\$2,664,002.30	\$2,629,547.30	\$2,743,726.27
	PART A3- DRAINAGE								
400-1-2	CONC CLASS I, ENDWALLS	76	CY	\$723.07	\$54,953.32	\$53,073.84	\$77,976.00	\$66,674.04	\$64,296.00
425-1351	INLETS, CURB, TYPE P-5, <10'	124	EA	\$3,106.97	\$385,264.28	\$374,787.52	\$237,956.00	\$329,983.84	\$219,480.00
425-1361	INLETS, CURB, TYPE P-6, <10'	32	EA	\$3,875.00	\$124,000.00	\$105,797.76	\$71,008.00	\$95,809.60	\$54,400.00
425-1451	INLETS, CURB, TYPE J-5, <10'	14	EA	\$4,457.26	\$62,401.64	\$56,445.06	\$53,830.00	\$51,149.28	\$35,490.00
425-1462	INLETS, CURB, TYPE J-6, >10'	2	EA	\$5,700.00	\$11,400.00	\$8,827.40	\$6,138.00	\$11,678.68	\$6,600.00
425-1521	INLETS, DT BOT, TYPE C, <10'	3	EA	\$3,369.15	\$10,107.45	\$4,779.24	\$3,048.00	\$4,291.32	\$4,500.00
425-1541	INLETS, DT BOT, TYPE D, <10'	15	EA	\$2,250.00	\$33,750.00	\$41,572.80	\$29,850.00	\$39,012.60	\$36,150.00
425-1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	2	EA	\$3,350.00	\$6,700.00	\$7,463.44	\$5,808.00	\$11,235.54	\$9,600.00
425-1551	INLETS, DT BOT, TYPE E, <10'	22	EA	\$2,275.00	\$50,050.00	\$48,850.56	\$28,864.00	\$39,605.94	\$40,260.00
425-1714	INLETS, GUTTER, TYPE V, J BOTTOM, >10'	1	EA	\$8,037.54	\$8,037.54	\$3,737.17	\$2,510.00	\$5,947.73	\$3,565.00
425-2-41	MANHOLES, P-7, <10'	37	EA	\$2,257.67	\$83,533.79	\$67,825.81	\$55,722.00	\$86,920.77	\$70,485.00
425-2-42	MANHOLES, P-7, >10'	6	EA	\$3,468.67	\$20,812.02	\$14,304.96	\$11,658.00	\$32,986.20	\$12,660.00
425-2-71	MANHOLES, J-7, <10'	11	EA	\$3,738.35	\$41,121.85	\$40,088.73	\$27,236.00	\$45,428.68	\$37,510.00

BID FORM
BID NO. - 10/11.13

BID ITEM NUMBER	ITEM DESCRIPTION	BASE BID ESTIMATE TAB		HENLEY ROAD WIDENING ENGR. ESTIMATE		Anderson Columbia Co., Inc.	Haskell Co. D/B/A Jax Utilities Const.	W. R. Townsend Contracting, Inc.	Baker Infrastructure Group
		QUANTITY	UNIT	UNIT COST	TOTAL	ADJ. TOTAL	ADJ TOTAL	ADJ TOTAL	ADJ TOTAL
425-2-72	MANHOLES, J-7, >10'	4	EA	\$5,695.90	\$22,783.60	\$15,101.48	\$17,452.00	\$29,806.52	\$14,080.00
430175118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	13,459	LF	\$47.25	\$635,937.75	\$609,558.11	\$258,681.98	\$456,394.69	\$426,650.30
430175124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	5,978	LF	\$53.00	\$316,834.00	\$334,349.54	\$161,465.78	\$280,726.88	\$225,669.50
430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD	9,694	LF	\$72.00	\$697,968.00	\$645,329.58	\$344,040.06	\$557,695.82	\$450,771.00
430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD	3,587	LF	\$81.00	\$290,547.00	\$283,982.79	\$173,144.49	\$270,926.11	\$222,752.70
430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42" S/CD	920	LF	\$97.00	\$89,240.00	\$94,861.20	\$54,795.20	\$80,914.00	\$69,598.00
430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48" S/CD	920	LF	\$135.00	\$124,200.00	\$106,407.20	\$63,903.20	\$93,674.40	\$76,682.00
430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54" S/CD	489	LF	\$158.00	\$77,262.00	\$76,303.56	\$45,838.86	\$57,662.88	\$51,345.00
430175218	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - FLIP/ARCH 18" S/CD	470	LF	\$50.28	\$23,631.60	\$23,335.50	\$11,176.60	\$17,150.30	\$15,980.00
430175254	PIPE CULVERT, OPT MATERIAL, OTHER SHAPE - FLIP/ARCH 54" S/CD	302	LF	\$185.00	\$55,870.00	\$54,372.08	\$42,337.38	\$50,654.46	\$44,092.00
430982125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	6	EA	\$775.00	\$4,650.00	\$3,044.34	\$5,952.00	\$6,270.06	\$3,750.00
430982129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	2	EA	\$849.18	\$1,698.36	\$1,276.66	\$2,280.00	\$2,513.16	\$1,620.00
430982133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	2	EA	\$1,525.00	\$3,050.00	\$1,964.06	\$3,192.00	\$3,769.16	\$2,590.00
430982138	MITERED END SECTION, OPTIONAL ROUND, 36" CD	6	EA	\$1,770.00	\$10,620.00	\$7,201.56	\$13,536.00	\$17,646.84	\$9,300.00
430984125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	5	EA	\$	\$0.00	\$3,000.70	\$4,960.00	\$7,225.80	\$3,125.00
430984133	MITERED END SECTION, OPTIONAL ROUND, 30" SD	4	EA	\$	\$0.00	\$3,971.76	\$9,832.00	\$11,072.32	\$5,180.00
430984625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH 18" SD	2	EA	\$	\$0.00	\$1,178.44	\$2,124.00	\$2,223.34	\$1,390.00
440-73-2	UNDERDRAIN OUTLET PIPE, 6"	21	LF	\$43.25	\$908.25	\$687.54	\$357.00	\$454.02	\$483.00
514-72	LINER IMPERMEABLE PVC	3,439	SY	\$6.00	\$20,634.00	\$25,207.87	\$27,443.22	\$41,405.56	\$26,480.30
530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	607	TN	\$79.43	\$48,214.01	\$46,350.52	\$10,476.82	\$55,868.28	\$59,091.45
	SUBTOTAL - DRAINAGE			\$	\$3,316,180.46	\$3,165,038.78	\$1,864,592.59	\$2,864,778.82	\$2,305,626.25
	PART A4 - SIGNING AND PAVEMENT MARKING								
641-2-14	PRESTRESSED CONCRETE POLE (F&I) (TYPE P-IV)	2	EA	\$		\$6,001.30	\$7,724.00	\$5,830.00	\$8,100.00
700-20-11	SINGLE POST SIGN, F&I, LESS THAN 12 SF	108	AS	\$216.81	\$23,415.48	\$24,511.68	\$39,096.00	\$23,811.84	\$23,328.00
700-20-12	SINGLE POST SIGN, F&I, 12-20 SF	5	AS	\$517.87	\$2,589.35	\$5,946.75	\$7,435.00	\$5,777.00	\$5,350.00
700-20-40	SINGLE POST SIGN, RELOCATE	1	AS	\$82.70	\$82.70	\$81.83	\$177.00	\$79.50	\$100.00
700-20-60	SINGLE POST SIGN, REMOVE	68	AS	\$34.73	\$2,361.64	\$1,483.76	\$365.16	\$1,441.60	\$74.80
700-48-18	SIGN PANELS, F & I, 15 OR < (SIGNALS)	11	EA	\$366.19	\$4,028.09	\$1,920.49	\$4,037.00	\$1,865.60	\$4,235.00
700-48-19	SIGN PANELS, F & I, 16 TO 100 (SIGNALS)	2	EA	\$874.84	\$1,749.68	\$458.28	\$2,788.00	\$445.20	\$2,920.00
700-82	OVERHEAD SPAN, SPAN WIRE MOUNTED	2	AS	\$874.84	\$1,749.68	\$1,451.22	\$2,124.00	\$1,409.80	\$2,230.00
700-89-123	ELEC. DISPLAY SIGN (F&I) (ELEC. REGULATORY SIGN)	2	EA	\$2,225.00	\$4,450.00	\$5,521.20	\$5,754.00	\$5,363.60	\$6,480.00

BID FORM
BID NO. - 10/11-13

BID ITEM NUMBER	ITEM DESCRIPTION	BASE BID ESTIMATE TAB		HENLEY ROAD WIDENING ENGR.	HENLEY ROAD WIDENING ESTIMATE	Anderson Columbia Co., Inc.	Haskell Co. D/B/A Jax Utilities Const.	W. R. Townsend Contracting, Inc.	Baker Infrastructure Group
		QUANTITY	UNIT	UNIT COST	TOTAL	ADJ. TOTAL	ADJ TOTAL	ADJ TOTAL	ADJ TOTAL
700-90-14	SIGN FLASHING BEACON (SPAN WIRE)	3	AS	\$2,700.00	\$8,100.00	\$12,750.06	\$15,423.00	\$12,386.10	\$18,525.00
700-90-21	SIGN FLASHING BEACON (RELOCATE)	1	EA	\$434.62	\$434.62	\$387.36	\$1,020.00	\$376.30	\$1,070.00
700-90-31	SIGN FLASHING BEACON (REMOVE)	1	EA	\$434.62	\$434.62	\$76.38	\$376.00	\$74.20	\$395.00
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	1,482	EA	\$3.00	\$4,446.00	\$4,846.14	\$4,772.04	\$4,712.76	\$4,890.60
710-11-111	PAINTED PAVT MARK, STD, WHITE, SOLID, 6"	48	NM	\$780.46	\$37,377.01	\$44,519.04	\$43,824.00	\$43,248.00	\$44,400.00
710-11-122	PAINTED PAVT MARK, STD, WHITE, SOLID, 8"	5,069	LF	\$0.29	\$1,470.01	\$861.73	\$861.73	\$861.73	\$1,013.80
710-11-124	PAINTED PAVT MARK, STD, WHITE, SOLID, 18"	4,359	LF	\$0.97	\$4,228.23	\$4,751.31	\$4,664.13	\$4,620.54	\$4,794.90
710-11-125	PAINTED PAVT MARK, STD, WHITE, SOLID, 24"	1,946	LF	\$1.13	\$2,198.98	\$4,242.28	\$4,183.90	\$4,125.52	\$4,281.20
710-11-131	PAINTED PAVT MARK, STD, WHITE, SKIP, 6"	2	GM	\$0.00	\$0.00	\$872.92	\$860.00	\$848.00	\$870.00
710-11-151	PAINTED PAVT MARK, STD, WHITE, GUIDELINE, 6"	75	LF	\$0.15	\$11.25	\$81.75	\$80.25	\$79.50	\$82.50
710-11-211	PAINTED PAVT MARK, STD, YELLOW, SOLID, 6"	60	NM	\$780.46	\$46,843.21	\$55,649.40	\$54,780.00	\$54,060.00	\$55,500.00
710-11-224	PAINTED PAVT MARK, STD, YELLOW, SOLID, 18"	773	LF	\$0.97	\$749.81	\$842.57	\$827.11	\$819.38	\$850.30
710-11-251	PAINTED PAVT MARK, STD, YELLOW, DOTTED/ GUIDELINE/8" CAR EXTENSION, 6"	1,088	LF	\$0.29	\$315.52	\$1,185.92	\$1,164.16	\$1,153.28	\$1,196.80
710-90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	1	LS	\$46,600.00	\$46,600.00	\$85,961.72	\$84,600.00	\$83,507.86	\$85,830.00
	SUBTOTAL - SIGNING AND PAVEMENT MARKING			\$	\$193,635.88	\$264,405.09	\$286,936.48	\$256,897.31	\$276,517.90
	PART A5 - SIGNALIZATION								
555-1-2	DIRECTIONAL BORE (6" TO 12')	337	LF	\$12.33	\$4,155.21	\$8,091.37	\$10,110.00	\$7,858.84	\$10,615.50
630-1-12	CONDUIT-SIGNALS, F& I, UNDERGROUND	3,435	LF	\$3.89	\$13,362.15	\$14,976.60	\$15,663.60	\$14,564.40	\$16,488.00
630-1-13	CONDUIT-SIGNALS, F&I, UNDER EXIST PAVT	55	LF	\$11.07	\$608.85	\$900.35	\$767.80	\$874.50	\$805.75
632-6-1	CABLE, SIGNAL, FURNISH & INSTALL	740	LF	\$2.38	\$1,761.20	\$1,213.60	\$1,983.20	\$1,176.60	\$2,072.00
632-7-1	CABLE, SIGNAL, WITHIN INTERSECTION, FURNISH & INSTALL	3	PI	\$1,588.51	\$4,765.53	\$9,034.71	\$6,927.00	\$8,776.80	\$7,260.00
634-4-153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX	3	PI	\$2,915.00	\$8,745.00	\$8,510.97	\$4,671.00	\$8,268.00	\$4,905.00
634-6-1	MESSENGER WIRE, F&I	775	LF	\$1.51	\$1,170.25	\$2,030.50	\$2,077.00	\$1,968.50	\$2,177.75
635-1-11	PULL & JUNCTION BOXES, F&I, PULL BOX	45	EA	\$265.68	\$11,955.60	\$12,029.85	\$12,060.00	\$11,686.50	\$12,690.00
639-1-12	SIGNAL, ELECT POWER SERV, UG, METER PUR CONT	2	AS	\$997.80	\$1,995.60	\$2,269.58	\$2,116.00	\$2,204.80	\$2,220.00
639-2-1	SIGNAL, ELECTRICAL SERVICE WIRE	565	LF	\$1.71	\$966.15	\$615.85	\$791.00	\$598.90	\$875.75
641-2-12	PREST CNC POLE, F&I, TYP P-II SRV POLE	2	EA	\$1,343.10	\$2,686.20	\$1,483.96	\$2,078.00	\$1,441.60	\$2,180.00
641-2-15	PREST CNC POLE, F&I, TYP P-V SRV POLE	8	EA	\$8,500.00	\$68,000.00	\$28,500.80	\$31,336.00	\$27,687.20	\$32,840.00
650-51-111	TRAFFIC SIGNAL, F&I, 1 SECT, 1 WAY, STD	1	AS	\$528.54	\$528.54	\$288.06	\$319.00	\$279.84	\$335.00
650-51-311	TRAFFIC SIGNAL, F&I, 3 SECT, 1 WAY, STD	10	AS	\$686.57	\$6,865.70	\$5,619.40	\$6,420.00	\$5,459.00	\$6,750.00
650-51-511	TRAFFIC SIGNAL, F&I, 5 SECT, 1 WAY, STD	6	AS	\$1,354.06	\$8,124.36	\$6,677.82	\$6,132.00	\$6,487.20	\$6,420.00

BID FORM
BID NO. - 10/11-13

BID ITEM NUMBER	ITEM DESCRIPTION	BASE BID ESTIMATE TAB		HENLEY ROAD WIDENING ENGR. ESTIMATE		Anderson Columbia Co., Inc.	Haskell Co. D/B/A Jax Utilities Const.	W. R. Townsend Contracting, Inc.	Baker Infrastructure Group
		QUANTITY	UNIT	UNIT COST	TOTAL	ADJ. TOTAL	ADJ TOTAL	ADJ TOTAL	ADJ TOTAL
653-191	PEDESTRIAN SIGNAL, F&I, LED-COUNT DWN, 1	14	AS	\$584.96	\$8,189.44	\$7,714.42	\$7,714.00	\$7,494.20	\$8,120.00
659-101	SGNL HEAD AUXIL, F&I, BACK PLT 3 SECT	14	EA	\$96.17	\$1,346.38	\$1,298.36	\$1,190.00	\$1,261.40	\$1,246.00
659-103	DISCONNECT HANGER	20	EA	\$96.17	\$1,923.40	\$4,364.80	\$6,400.00	\$4,240.00	\$6,700.00
659-106	SGNL HEAD AUXILIARIES, F&I, TUNNEL VISOR	61	EA	\$2.88	\$175.68	\$66.49	\$327.57	\$64.66	\$344.65
659-107	SGNL HEAD AUXILIARIES, F&I, ALUMINUM PED	14	EA	\$751.62	\$10,522.68	\$9,975.28	\$14,280.00	\$9,690.52	\$14,980.00
659-118	SGNL HEAD AUX, F&I, BACK PLT 5 SECT CLU	5	EA	\$179.83	\$899.15	\$791.10	\$670.00	\$768.50	\$705.00
660-1-101	LOOP DETECTOR INDUCTIVE, F&I, TYPE 1	7	EA	\$118.00	\$826.00	\$801.99	\$1,715.00	\$779.10	\$1,799.00
660-1-102	LOOP DETECTOR INDUCTIVE, F&I, TYPE 2	10	EA	\$146.19	\$1,461.90	\$1,527.60	\$2,450.00	\$1,484.00	\$2,570.00
660-2-102	LOOP ASSEMBLY, F&I, TYPE B	10	AS	\$0.00	\$0.00	\$6,437.90	\$4,300.00	\$6,254.00	\$4,500.00
660-2-106	LOOP ASSEMBLY, F&I, TYPE F	14	AS	\$496.76	\$6,954.64	\$7,790.86	\$6,020.00	\$7,568.40	\$6,300.00
665-13	PEDESTRIAN DETECTOR, F&I, DETECTOR WITH SIGN ONLY	14	EA	\$161.21	\$2,256.94	\$1,985.90	\$2,478.00	\$1,929.20	\$2,604.00
670-5-130	TRAFFIC CONTROLLER ASSEMBLY, F&I, SPECIAL	1	AS	\$18,815.00	\$18,815.00	\$21,812.05	\$22,538.00	\$21,189.40	\$23,600.00
670-5-330	TRAFFIC CONTROLLER ASSEMBLY, INSTALL, SPECIAL	1	AS	\$2,000.00	\$2,000.00	\$1,331.20	\$1,987.00	\$1,293.20	\$2,085.00
685-106	SYSTEM AUXILIARIES, (UPS)	1	EA	\$3,715.28	\$3,715.28	\$6,012.23	\$6,283.00	\$5,840.60	\$6,585.00
690-10	SIGNAL HEAD TRAFFIC ASSEMBLY REMOVAL	6	EA	\$49.51	\$297.06	\$137.52	\$354.00	\$133.56	\$372.00
690-20	SIGNAL PEDESTRIAN ASSEMBLY REMOVAL	3	EA	\$30.72	\$92.16	\$68.76	\$81.00	\$66.78	\$84.45
690-31	SIGNAL PEDESTAL REMOVAL	2	EA	\$122.75	\$245.50	\$272.78	\$322.00	\$265.00	\$338.00
690-60	DETECTOR VEHICLE ASSEMBLY REMOVE	4	EA	\$10.75	\$43.00	\$545.56	\$43.00	\$530.00	\$45.00
690-70	DETECTOR PEDESTRIAN ASSEMBLY REMOVE	3	EA	\$19.69	\$59.07	\$36.00	\$48.00	\$34.98	\$50.70
690-90	CONDUIT & CABLING REMOVE	1	PI	\$257.35	\$257.35	\$268.42	\$386.00	\$260.76	\$395.00
690-100	SIGNAL EQUIPMENT MISCELLANOUS REMOVE	1	PI	\$301.08	\$301.08	\$223.68	\$376.00	\$217.30	\$395.00
699-1-1	INTERNALLY ILUMINATED SIGN (STREET NAME)	6	EA	\$2,703.43	\$16,220.58	\$22,226.70	\$18,984.00	\$21,592.20	\$19,890.00
	SUBTOTAL - SIGNALIZATION				\$212,292.63	\$197,933.02	\$202,398.17	\$192,290.44	\$212,343.55
	PART A6 - SOIL REMEDIATION								
1000-1	SUBSOIL REMEDIATION (RIGID INCLUSIONS)	3,222	SY	\$180.00	\$580,005.78	\$644,883.30	\$563,850.00	\$669,757.14	\$576,738.00
1000-2	LOAD TRANSFER PLATFORM	2,809	SY	\$30.00	\$84,268.56	\$111,461.12	\$140,450.00	\$181,629.94	\$174,158.00
	SUBTOTAL - SUBSOIL REMEDIATION				\$664,274.34	\$756,344.42	\$704,300.00	\$851,387.08	\$750,896.00
	BASE BID SUMMARY								
	SUBTOTAL PART A1 - ROADWAY				\$13,564,838.20	\$8,889,236.84	\$9,126,104.62	\$9,202,789.72	\$9,807,418.70
	SUBTOTAL PART A2 - BRIDGE AND WALLS				\$2,546,554.54	\$2,722,461.76	\$2,664,002.30	\$2,629,547.30	\$2,743,726.27

BID FORM
BID NO. - 10/11-13

BID ITEM NUMBER	ITEM DESCRIPTION	BASE BID ESTIMATE TAB		HENLEY ROAD WIDENING ENGR. ESTIMATE		Anderson Columbia Co., Inc.	Haskell Co. D/B/A Jax Utilities Const.	W. R. Townsend Contracting, Inc.	Baker Infrastructure Group
		QUANTITY	UNIT	UNIT COST	TOTAL	ADJ. TOTAL	ADJ TOTAL	ADJ TOTAL	ADJ TOTAL
	SUBTOTAL PART A3 - DRAINAGE			\$	\$3,316,180.46	\$3,165,038.78	\$1,864,592.59	\$2,864,778.82	\$2,305,626.25
	SUBTOTAL PART A4 - SIGNING AND PAVEMENT MARKING			\$	\$193,635.88	\$264,405.09	\$286,936.48	\$256,897.31	\$276,517.90
	SUBTOTAL PART A5 - SIGNALIZATION			\$	\$212,292.63	\$197,933.02	\$202,398.17	\$192,290.44	\$212,343.55
	SUBTOTAL PART A6 - SUBSOIL REMEDIATION			\$	\$664,274.34	\$756,344.42	\$704,300.00	\$851,387.08	\$750,896.00
	TOTAL (PARTS A1-A6):			\$	\$20,497,776.05	\$15,995,419.91	\$14,848,334.16	\$15,997,690.67	\$16,096,528.67

BID PROPOSAL
(Official Bid Form)

FOR
HENLEY ROAD WIDENING

SUBMIT 1 SIGNED ORIGINAL AND 2 COPIES TO:

By Mail:

Clay County Board of County Commissioners
Purchasing Department, Attn: Karen Thomas
P O Box 1366, Green Cove Springs, FL 32043

In person:

Clay County Administrative Building
Reception Area
477 Houston Street, Fourth Floor, Green Cove Springs, FL 32043

Due Date: Thursday, October 13, 2011, 4:00 p.m.

Open Date: Friday, October 14, 2011, 1:00 p.m.

TO: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: The Haskell Company dba Jax Utilities Construction
(Contractor)

In accordance with the Invitation to Bid inviting proposals for the Henley Road Widening project for Clay County Board of County Commissioners, Purchasing Department, the undersigned proposes to construct all work necessary to complete the Henley Road Widening as shown in the bid document and plans prepared by Reynolds Smith and Hills, Inc. and in accordance with Clay County Standard Specifications. All bids shall be for complete work in accordance with the construction plans. (No partial bids accepted.)

Contractor estimated time for substantial completion is 620 calendar days which will not exceed the maximum of 620 calendar days from the Notice to Proceed.

Liquidated Damages – The Contractor shall be assessed liquidated damages per the requirements of Section 8-10, FDOT Standard Specifications for Road and Bridge Construction, 2010 Edition, for each day beyond the maximum 620 calendar days from Notice to Proceed for final acceptance.

TOTAL BID (Parts A1-A6) \$ 14,848,376.16

Proposals require a five (5%) percent bid bond based upon the total lump base bid price above.

14,848,334.16

CONTRACT AWARD WILL BE BASED UPON LOWEST QUALIFIED BASE BID.

The following documents are attached herelo (Attachments A-D), and/or required by the Bidder (Attachment E), and are made a condition of this Bid:

- Attachment 'A' - List of Proposed Subcontractors (To be Provided by the Contractor)
- Attachment 'B' - Qualifications and References Form (To be Provided by the Contractor)
- Attachment 'C' - Contractor's Qualification Form (see attached)
- Attachment 'D' - Project Construction Schedule (To be Provided by the Contractor)
- Attachment 'E' - Letter of Qualification for Performance and Payment Bonds (To be Provided by the Contractor)

*Revised Per
Addendum No. 2*

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 9/1/11 Acknowledged by: _____ cc _____

Addendum No. 2 Date: 9/28/11 Acknowledged by: _____ cc _____

Addendum No. 3 Date: 10/5/11 Acknowledged by: _____ cc _____

Addendum No. 4 Date: 10/10/11 Acknowledged by: _____ cc _____

CORPORATE DETAILS AND SIGNATURE

Company: The Haskell Company dba Jax Utilities Construction

Address: 5253 West 12th Street

City: Jacksonville State: FL Zip: 32254

Telephone: (904) 357 - 4950 Fax #: (904) 357 - 4977

E-Mail: chad.cockrell@haskell.com

Contact Person: Chad Cockrell

Authorized Signature: 

Authorized Name (Print): Boyd D. Worsham

Title: Vice President

Date: October 13, 2011

*Revised Per
Addendum No. 2*

BID PROPOSAL
(Official Bid Form)

FOR
HENLEY ROAD WIDENING

SUBMIT 1 SIGNED ORIGINAL AND 2 COPIES TO:

By Mail:

Clay County Board of County Commissioners
Purchasing Department, Attn: Karen Thomas
P O Box 1366, Green Cove Springs, FL 32043

In person:

Clay County Administrative Building
Reception Area
477 Houston Street, Fourth Floor, Green Cove Springs, FL 32043

Due Date: Thursday, October 13, 2011, 4:00 p.m.

Open Date: Friday, October 14, 2011, 1:00 p.m.

TO: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: Anderson Columbia Co., Inc
(Contractor)

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Liquidated Damages – The Contractor shall be assessed liquidated damages per the requirements of Section 8-10, FDOT Standard Specifications for Road and Bridge Construction, 2010 Edition, for each day beyond the maximum 620 calendar days from Notice to Proceed for final acceptance.

TOTAL BID (Parts A1-A6) \$ 15,984,212.01

Proposals require a five (5%) percent bid bond based upon the total lump base bid price above.

15,995,419.9

CONTRACT AWARD WILL BE BASED UPON LOWEST QUALIFIED BASE BID. ✓

The following documents are attached hereto (Attachments A-D), and/or required by the Bidder (Attachment E), and are made a condition of this Bid:

- Attachment 'A' - List of Proposed Subcontractors (To be Provided by the Contractor)
- Attachment 'B' - Qualifications and References Form (To be Provided by the Contractor)
- Attachment 'C' - Contractor's Qualification Form (see attached)
- Attachment 'D' - Project Construction Schedule (To be Provided by the Contractor)
- Attachment 'E' - Letter of Qualification for Performance and Payment Bonds (To be Provided by the Contractor)

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 9/01/11 Acknowledged by: E. Williams

Addendum No. 2 Date: 9/28/11 Acknowledged by: E. Williams

Addendum No. 3 Date: 10/5/11 Acknowledged by: E. Williams
4 10/10/11 E. Williams

CORPORATE DETAILS AND SIGNATURE

Company: Anderson Columbia Co., Inc

Address: 871 NW Guerdon St

City: Lake City State: FL Zip: 32055

Telephone: (386) 752-7585 Fax #: (386) 755-5853

E-Mail: karyl.howell@andersoncolumbia.com

Contact Person: Tony Williams

Authorized Signature: 

Authorized Name (Print): E. Tony Williams, Jr.

Title: Vice President

Date: 10/13/11

BID PROPOSAL
(Official Bid Form)

FOR
HENLEY ROAD WIDENING

SUBMIT 1 SIGNED ORIGINAL AND 2 COPIES TO:

By Mail:

Clay County Board of County Commissioners
Purchasing Department, Attn: Karen Thomas
P O Box 1366, Green Cove Springs, FL 32043

In person:

Clay County Administrative Building
Reception Area
477 Houston Street, Fourth Floor, Green Cove Springs, FL 32043

Due Date: Thursday, October 13, 2011, 4:00 p.m.

Open Date: Friday, October 14, 2011, 1:00 p.m.

TO: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: W.R. Townsend Contracting, Inc.
(Contractor)

In accordance with the Invitation to Bid inviting proposals for the Henley Road Widening project for Clay County Board of County Commissioners, Purchasing Department, the undersigned proposes to construct all work necessary to complete the Henley Road Widening as shown in the bid document and plans prepared by Reynolds Smith and Hills, Inc. and in accordance with Clay County Standard Specifications. All bids shall be for complete work in accordance with the construction plans. (No partial bids accepted.)

Contractor estimated time for substantial completion is 620 calendar days which will not exceed the maximum of 620 calendar days from the Notice to Proceed.

Liquidated Damages -- The Contractor shall be assessed liquidated damages per the requirements of Section 8-10, FDOT Standard Specifications for Road and Bridge Construction, 2010 Edition, for each day beyond the maximum 620 calendar days from Notice to Proceed for final acceptance.

TOTAL BID (Parts A1-A6) \$ 15,997,782.63 ✓

Proposals require a five (5%) percent bid bond based upon the total lump base bid price above.

CONTRACT AWARD WILL BE BASED UPON LOWEST QUALIFIED BASE BID.

The following documents are attached hereto (Attachments A-D), and/or required by the Bidder (Attachment E), and are made a condition of this Bid:

- Attachment 'A' - List of Proposed Subcontractors (To be Provided by the Contractor)
- Attachment 'B' - Qualifications and References Form (To be Provided by the Contractor)
- Attachment 'C' - Contractor's Qualification Form (see attached)
- Attachment 'D' - Project Construction Schedule (To be Provided by the Contractor)
- Attachment 'E' - Letter of Qualification for Performance and Payment Bonds (To be Provided by the Contractor)

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 9/1/11 Acknowledged by: [Signature]
Addendum No. 2 Date: 9/29/11 Acknowledged by: [Signature]
Addendum No. 3 Date: 11/5/11 Acknowledged by: [Signature]
Addendum No. 4 Date: 10/10/11 Acknowledged By: [Signature]

CORPORATE DETAILS AND SIGNATURE

Company: W.R. Townsend Contracting, Inc.

Address: 1465 C.R. 210 West

City: JACKSONVILLE State: FL Zip: 32259

Telephone: (904) 354 - 9202 Fax #: (904) 829 - 1613

E-Mail: TFAVINO@WR.TOWNSEND.COM

Contact Person: Tony Favino, Jr.

Authorized Signature: [Signature]

Authorized Name (Print): Tony Favino, Jr.

Title: Vice President of Operations

Date: 10/13/11

BID PROPOSAL
(Official Bid Form)

FOR
HENLEY ROAD WIDENING

SUBMIT 1 SIGNED ORIGINAL AND 2 COPIES TO:

By Mail:

Clay County Board of County Commissioners
Purchasing Department, Attn: Karen Thomas
P O Box 1366, Green Cove Springs, FL 32043

In person:

Clay County Administrative Building
Reception Area
477 Houston Street, Fourth Floor, Green Cove Springs, FL 32043

Due Date: Thursday, October 13, 2011, 4:00 p.m.
Open Date: Friday, October 14, 2011, 1:00 p.m.

TO: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: Baker Infrastructure Group, Inc.
(Contractor)

In accordance with the Invitation to Bid inviting proposals for the Henley Road Widening project for Clay County Board of County Commissioners, Purchasing Department, the undersigned proposes to construct all work necessary to complete the Henley Road Widening as shown in the bid document and plans prepared by Reynolds Smith and Hills, Inc. and in accordance with Clay County Standard Specifications. All bids shall be for complete work in accordance with the construction plans. (No partial bids accepted.)

Contractor estimated time for substantial completion is 620 calendar days which will not exceed the maximum of 620 calendar days from the Notice to Proceed.

Liquidated Damages – The Contractor shall be assessed liquidated damages per the requirements of Section 8-10, FDOT Standard Specifications for Road and Bridge Construction, 2010 Edition, for each day beyond the maximum 620 calendar days from Notice to Proceed for final acceptance.

TOTAL BID (Parts A1-A6) \$ 16,178,868.¹²

Proposals require a five (5%) percent bid bond based upon the total lump base bid price above.

16,096,528.¹⁰
of

CONTRACT AWARD WILL BE BASED UPON LOWEST QUALIFIED BASE BID.

The following documents are attached hereto (Attachments A-D), and/or required by the Bidder (Attachment E), and are made a condition of this Bid:

- Attachment 'A' - List of Proposed Subcontractors (To be Provided by the Contractor)
- Attachment 'B' - Qualifications and References Form (To be Provided by the Contractor)
- Attachment 'C' - Contractor's Qualification Form (see attached)
- Attachment 'D' - Project Construction Schedule (To be Provided by the Contractor)
- Attachment 'E' - Letter of Qualification for Performance and Payment Bonds (To be Provided by the Contractor)

Revised Per
Addendum No. 2

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 9/1/11 Acknowledged by: SC
Addendum No. 2 Date: 9/28/11 Acknowledged by: SC
Addendum No. 3 Date: 10/5/11 Acknowledged by: SC
Addendum No. 4 Date: 10/10/11 Acknowledged by: SC

CORPORATE DETAILS AND SIGNATURE

Company: Baker Infrastructure Group, Inc.

Address: 249 Industry Place

City: Saint Augustine State: FL Zip: 32095

Telephone: (904) 824 - 9904 Fax #: (904) 824 - 9601

E-Mail: brian@rbbaker.com

Contact Person: Brian M Pate

Authorized Signature: 

Authorized Name (Print): John Cosgrove

Title: Vice President

Date: 10/13/11

*Revised Per
Addendum No. 2*

BID PROPOSAL
(Official Bid Form)

FOR
HENLEY ROAD WIDENING

SUBMIT 1 SIGNED ORIGINAL AND 2 COPIES TO:

By Mail:

Clay County Board of County Commissioners
Purchasing Department, Attn: Karen Thomas
P O Box 1366, Green Cove Springs, FL 32043

In person:

Clay County Administrative Building
Reception Area
477 Houston Street, Fourth Floor, Green Cove Springs, FL 32043

Due Date: Thursday, October 13, 2011, 4:00 p.m.
Open Date: Friday, October 14, 2011, 1:00 p.m.

TO: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: Hubbard Construction Company
(Contractor)

In accordance with the Invitation to Bid inviting proposals for the Henley Road Widening project for Clay County Board of County Commissioners, Purchasing Department, the undersigned proposes to construct all work necessary to complete the Henley Road Widening as shown in the bid document and plans prepared by Reynolds Smith and Hills, Inc. and in accordance with Clay County Standard Specifications. All bids shall be for complete work in accordance with the construction plans. (No partial bids accepted.)

Contractor estimated time for substantial completion is 620 calendar days which will not exceed the maximum of 620 calendar days from the Notice to Proceed.

Liquidated Damages - The Contractor shall be assessed liquidated damages per the requirements of Section 8-10, FDOT Standard Specifications for Road and Bridge Construction, 2010 Edition, for each day beyond the maximum 620 calendar days from Notice to Proceed for final acceptance.

TOTAL BID (Parts A1-A6) \$ 17,466,106.89

Proposals require a five (5%) percent bid bond based upon the total lump base bid price above.

CONTRACT AWARD WILL BE BASED UPON LOWEST QUALIFIED BASE BID.

The following documents are attached hereto (Attachments A-D), and/or required by the Bidder (Attachment E), and are made a condition of this Bid:

- Attachment 'A' - List of Proposed Subcontractors (To be Provided by the Contractor)
- Attachment 'B' - Qualifications and References Form (To be Provided by the Contractor)
- ✓ Attachment 'C' - Contractor's Qualification Form (see attached) ✓
- Attachment 'D' - Project Construction Schedule (To be Provided by the Contractor)
- ✓ Attachment 'E' - Letter of Qualification for Performance and Payment Bonds (To be Provided by the Contractor) ✓

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 9/1/11 Acknowledged by: [Signature]

Addendum No. 2 Date: 9/28/11 Acknowledged by: [Signature]

Addendum No. 3 Date: 10/5/11 Acknowledged by: [Signature]

Addendum No. 4 Date: 10/10/11 Acknowledged by: [Signature]

CORPORATE DETAILS AND SIGNATURE

Company: Hubbard Construction Company

Address: 1936 Lee Road

City: Winter Park State: FL Zip: 32789

Telephone: (407) 645-5500 Fax #: (407) 623-3865

E-Mail: fred.odea@hubbard.com

Contact Person: P. Frederick O'Dea, Jr.

Authorized Signature: [Signature]

Authorized Name (Print): P. Frederick O'Dea, Jr.

Title: Secretary & VP

Date: October 13, 2011

BID PROPOSAL
(Official Bid Form)

FOR
HENLEY ROAD WIDENING

SUBMIT 1 SIGNED ORIGINAL AND 2 COPIES TO:

By Mail:

Clay County Board of County Commissioners
Purchasing Department, Attn: Karen Thomas
P O Box 1366, Green Cove Springs, FL 32043

In person:

Clay County Administrative Building
Reception Area
477 Houston Street, Fourth Floor, Green Cove Springs, FL 32043

Due Date: Thursday, October 13, 2011, 4:00 p.m.
Open Date: Friday, October 14, 2011, 1:00 p.m.

TO: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: J.B. Coxwell Contracting, Inc.
(Contractor)

In accordance with the Invitation to Bid inviting proposals for the Henley Road Widening project for Clay County Board of County Commissioners, Purchasing Department, the undersigned proposes to construct all work necessary to complete the Henley Road Widening as shown in the bid document and plans prepared by Reynolds Smith and Hills, Inc. and in accordance with Clay County Standard Specifications. All bids shall be for complete work in accordance with the construction plans. (No partial bids accepted.)

Contractor estimated time for substantial completion is 590 calendar days which will not exceed the maximum of 620 calendar days from the Notice to Proceed.

Liquidated Damages – The Contractor shall be assessed liquidated damages per the requirements of Section 8-10, FDOT Standard Specifications for Road and Bridge Construction, 2010 Edition, for each day beyond the maximum 620 calendar days from Notice to Proceed for final acceptance.

TOTAL BID (Parts A1-A6) \$ 17,199,861.33 ✓

Proposals require a five (5%) percent bid bond based upon the total lump base bid price above.

CONTRACT AWARD WILL BE BASED UPON LOWEST QUALIFIED BASE BID.

The following documents are attached hereto (Attachments A-D), and/or required by the Bidder (Attachment E), and are made a condition of this Bid:

- Attachment 'A' - List of Proposed Subcontractors (To be Provided by the Contractor)
- Attachment 'B' - Qualifications and References Form (To be Provided by the Contractor)
- Attachment 'C' - Contractor's Qualification Form (see attached)
- Attachment 'D' - Project Construction Schedule (To be Provided by the Contractor)
- Attachment 'E' - Letter of Qualification for Performance and Payment Bonds (To be Provided by the Contractor)

Revised Per
Addendum No. 2

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 9/1/11 Acknowledged by: *Garland F. Chick, Jr.*
Addendum No. 2 Date: 9/28/11 Acknowledged by: *Garland F. Chick, Jr.*
Addendum No. 3 Date: 10/05/11 Acknowledged by: *Garland F. Chick, Jr.*
Garland F. Chick, JR.

ADD #4 10/10/11 *Garland F. Chick, Jr.*
GFC

CORPORATE DETAILS AND SIGNATURE

Company: J.B. Coxwell Contracting, Inc.
Address: 6741 Lloyd Road West
Jacksonville, FL 32254
City: Jacksonville State: FL Zip: 32254
Telephone: (904) 786 1120 Fax #: (904) 783 2970
E-Mail: maryr@jbcxwell.com
Contact Person: Garland F. Chick, Jr.
Authorized Signature: *Garland F. Chick, Jr.*
Authorized Name (Print): Garland F. Chick, Jr.
Title: Vice President
Date: October 13, 2011

Revised Per
Addendum No. 2



**BID PROPOSAL
(Official Bid Form)**

**FOR
HENLEY ROAD WIDENING**

SUBMIT 1 SIGNED ORIGINAL AND 2 COPIES TO:

By Mail:

**Clay County Board of County Commissioners
Purchasing Department, Attn: Karen Thomas
P O Box 1366, Green Cove Springs, FL 32043**

In person:

**Clay County Administrative Building
Reception Area
477 Houston Street, Fourth Floor, Green Cove Springs, FL 32043**

Due Date: Thursday, October 13, 2011, 4:00 p.m.

Open Date: Friday, October 14, 2011, 1:00 p.m.

TO: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

**FROM: Masci General Contractor, Inc.
(Contractor)**

In accordance with the Invitation to Bid inviting proposals for the Henley Road Widening project for Clay County Board of County Commissioners, Purchasing Department, the undersigned proposes to construct all work necessary to complete the Henley Road Widening as shown in the bid document and plans prepared by Reynolds Smith and Hills, Inc. and in accordance with Clay County Standard Specifications. All bids shall be for complete work in accordance with the construction plans. (No partial bids accepted.)

Contractor estimated time for substantial completion is 620 calendar days which will not exceed the maximum of 620 calendar days from the Notice to Proceed.

Liquidated Damages – The Contractor shall be assessed liquidated damages per the requirements of Section 8-10, FDOT Standard Specifications for Road and Bridge Construction, 2010 Edition, for each day beyond the maximum 620 calendar days from Notice to Proceed for final acceptance.

TOTAL BID (Parts A1-A6) \$ 110,848,434.37 ✓

Proposals require a five (5%) percent bid bond based upon the total lump base bid price above.

CONTRACT AWARD WILL BE BASED UPON LOWEST QUALIFIED BASE BID.

The following documents are attached hereto (Attachments A-D), and/or required by the Bidder (Attachment E), and are made a condition of this Bid:

- Attachment 'A' - List of Proposed Subcontractors (To be Provided by the Contractor)
- Attachment 'B' - Qualifications and References Form (To be Provided by the Contractor)
- Attachment 'C' - Contractor's Qualification Form (see attached)
- Attachment 'D' - Project Construction Schedule (To be Provided by the Contractor)
- Attachment 'E' - Letter of Qualification for Performance and Payment Bonds (To be Provided by the Contractor)

*Revised Per
Addendum No. 2*

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 9/1/11 Acknowledged by: [Signature]

Addendum No. 2 Date: 9/28/11 Acknowledged by: [Signature]

Addendum No. 3 Date: 10/5/11 Acknowledged by: [Signature]

Addendum 4 Date: 10/10/11
CORPORATE DETAILS AND SIGNATURE

Company: Masci General Contractor, Inc.

Address: 5752 S. Ridgewood Avenue

City: Port Orange State: FL Zip: 32127

Telephone: (386) 322 - 4500 Fax #: (386) 322 - 4600

E-Mail: LETICIAMASCI@CFL.RR.COM

Contact Person: LETICIA MASCI

Authorized Signature: [Signature]

Authorized Name (Print): Leticia Masci

Title: Vice President

Date: 10/13/11

Revised Per
Addendum No. 2

BID PROPOSAL
(Official Bid Form)

FOR
HENLEY ROAD WIDENING

SUBMIT 1 SIGNED ORIGINAL AND 2 COPIES TO:

By Mail:

Clay County Board of County Commissioners
Purchasing Department, Attn: Karen Thomas
P O Box 1366, Green Cove Springs, FL 32043

In person:

Clay County Administrative Building
Reception Area
477 Houston Street, Fourth Floor, Green Cove Springs, FL 32043

Due Date: Thursday, October 13, 2011, 4:00 p.m.

Open Date: Friday, October 14, 2011, 1:00 p.m.

TO: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: United Brothers Development Corp.
(Contractor)

In accordance with the Invitation to Bid inviting proposals for the Henley Road Widening project for Clay County Board of County Commissioners, Purchasing Department, the undersigned proposes to construct all work necessary to complete the Henley Road Widening as shown in the bid document and plans prepared by Reynolds Smith and Hills, Inc. and in accordance with Clay County Standard Specifications. All bids shall be for complete work in accordance with the construction plans. (No partial bids accepted.)

Contractor estimated time for substantial completion is 620 calendar days which will not exceed the maximum of 620 calendar days from the Notice to Proceed.

Liquidated Damages – The Contractor shall be assessed liquidated damages per the requirements of Section 8-10, FDOT Standard Specifications for Road and Bridge Construction, 2010 Edition, for each day beyond the maximum 620 calendar days from Notice to Proceed for final acceptance.

TOTAL BID (Parts A1-A6) \$ 17,519,957.80 ✓

Proposals require a five (5%) percent bid bond based upon the total lump base bid price above.

CONTRACT AWARD WILL BE BASED UPON LOWEST QUALIFIED BASE BID.

The following documents are attached hereto (Attachments A-D), and/or required by the Bidder (Attachment E), and are made a condition of this Bid:

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- Attachment 'C' - Contractor's Qualification Form (see attached)
- Attachment 'D' - Project Construction Schedule (To be Provided by the Contractor)
- Attachment 'E' - Letter of Qualification for Performance and Payment Bonds (To be Provided by the Contractor)

*Revised Per
Addendum No. 2*

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 9-1-2011 Acknowledged by: Charles Blevins

Addendum No. 2 Date: 9-28-2011 Acknowledged by: Charles Blevins

Addendum No. 3 Date: 10-5-2011 Acknowledged by: Charles Blevins

Addendum No. 4 Date: 10-10-2011 Acknowledged By: Charles Blevins
CORPORATE DETAILS AND SIGNATURE

Company: United Brothers Development Corp.

Address: 6924 Distribution Avenue South

City: Jacksonville, State: FL Zip: 32256

Telephone: (904) 262 - 3227 Fax #: (904) 262 - 5505

E-Mail: Charles@UBD1.com

Contact Person: Charles Blevins

Authorized Signature: 

Authorized Name (Print): Charles Blevins

Title: Vice President

Date: 10-13-2011

*Revised Per
Addendum No. 2*

BID PROPOSAL
(Official Bid Form)

FOR
HENLEY ROAD WIDENING

SUBMIT 1 SIGNED ORIGINAL AND 2 COPIES TO:

By Mail:

Clay County Board of County Commissioners
Purchasing Department, Attn: Karen Thomas
P O Box 1366, Green Cove Springs, FL 32043

In person:

Clay County Administrative Building
Reception Area
477 Houston Street, Fourth Floor, Green Cove Springs, FL 32043

Due Date: Thursday, October 13, 2011, 4:00 p.m.

Open Date: Friday, October 14, 2011, 1:00 p.m.

TO: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: Petticoat-Schmitt Civil Contractors, Inc.

(Contractor)

In accordance with the Invitation to Bid inviting proposals for the Henley Road Widening project for Clay County Board of County Commissioners, Purchasing Department, the undersigned proposes to construct all work necessary to complete the Henley Road Widening as shown in the bid document and plans prepared by Reynolds Smith and Hills, Inc. and in accordance with Clay County Standard Specifications. All bids shall be for complete work in accordance with the construction plans. (No partial bids accepted.)

Contractor estimated time for substantial completion is 620 calendar days which will not exceed the maximum of 620 calendar days from the Notice to Proceed.

Liquidated Damages – The Contractor shall be assessed liquidated damages per the requirements of Section 8-10, FDOT Standard Specifications for Road and Bridge Construction, 2010 Edition, for each day beyond the maximum 620 calendar days from Notice to Proceed for final acceptance.

TOTAL BID (Parts A1-A6) \$ 17,754,443.72 ✓

Proposals require a five (5%) percent bid bond based upon the total lump base bid price above.

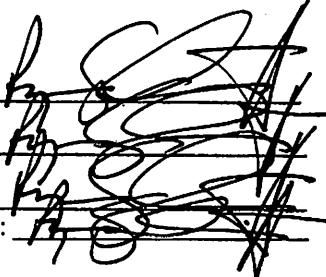
CONTRACT AWARD WILL BE BASED UPON LOWEST QUALIFIED BASE BID.

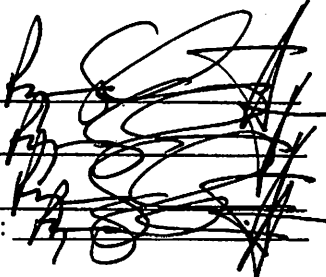
The following documents are attached hereto (Attachments A-D), and/or required by the Bidder (Attachment E), and are made a condition of this Bid:

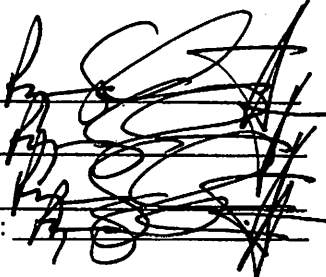
- Attachment 'A' - List of Proposed Subcontractors (To be Provided by the Contractor)
- Attachment 'B' - Qualifications and References Form (To be Provided by the Contractor)
- Attachment 'C' - Contractor's Qualification Form (see attached)
- Attachment 'D' - Project Construction Schedule (To be Provided by the Contractor)
- Attachment 'E' - Letter of Qualification for Performance and Payment Bonds (To be Provided by the Contractor)

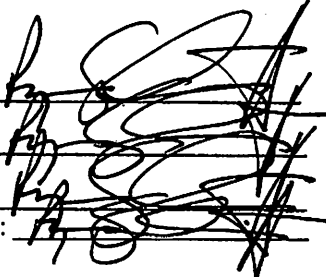
ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. #1 Date: 9/1/11 Acknowledged by: 

Addendum No. #2 Date: 9/28/11 Acknowledged by: 

Addendum No. #3 Date: 10/5/11 Acknowledged by: 

Addendum No. #4 Date: 10/10/11 Acknowledged by: 

CORPORATE DETAILS AND SIGNATURE

Company: Petticoat-Schmitt Civil Contractors, Inc.

Address: 11025 Blasius Road

City: Jacksonville State: FL Zip: 32226

Telephone: (904) 751 - 0888 Fax #: (904) 751 - 0988

E-Mail: rschmitt@petticoatschmitt.com

Contact Person: Ryan Schmitt

Authorized Signature: 

Authorized Name (Print): Ryan Schmitt

Title: President

Date: 10/13/11

BID PROPOSAL
(Official Bid Form)

FOR
HENLEY ROAD WIDENING

SUBMIT 1 SIGNED ORIGINAL AND 2 COPIES TO:

By Mail:

Clay County Board of County Commissioners
Purchasing Department, Attn: Karen Thomas
P O Box 1366, Green Cove Springs, FL 32043

In person:

Clay County Administrative Building
Reception Area
477 Houston Street, Fourth Floor, Green Cove Springs, FL 32043

Due Date: Thursday, October 13, 2011, 4:00 p.m.
Open Date: Friday, October 14, 2011, 1:00 p.m.

TO: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: Barco-Duval Engineering Inc.
(Contractor)

In accordance with the Invitation to Bid inviting proposals for the Henley Road Widening project for Clay County Board of County Commissioners, Purchasing Department, the undersigned proposes to construct all work necessary to complete the Henley Road Widening as shown in the bid document and plans prepared by Reynolds Smith and Hills, Inc. and in accordance with Clay County Standard Specifications. All bids shall be for complete work in accordance with the construction plans. (No partial bids accepted.)

Contractor estimated time for substantial completion is 620 calendar days which will not exceed the maximum of 620 calendar days from the Notice to Proceed.

Liquidated Damages – The Contractor shall be assessed liquidated damages per the requirements of section 9-5, special provisions for each day beyond the maximum 620 calendar days from Notice to Proceed for final acceptance.

TOTAL PRICE BASE BID (Parts A1-A6) \$	<u>17,826,648.96</u>
TOTAL PRICE BID OPTION A (PART A7) \$	<u>0</u>
TOTAL PRICE BASE BID & BID OPTION A \$	<u>17,826,648.96</u>

Proposals require a five (5%) percent bid bond based upon the total lump base bid price above. *17,826,646.45*

CONTRACT AWARD WILL BE BASED UPON LOWEST QUALIFIED BASE BID.

The following documents are attached hereto (Attachments A-D), and/or required by the Bidder (Attachment E), and are made a condition of this Bid:

- Attachment 'A' - List of Proposed Subcontractors (To be Provided by the Contractor)
- Attachment 'B' - Qualifications and References Form (To be Provided by the Contractor)
- Attachment 'C' - Contractor's Qualification Form (see attached)
- Attachment 'D' - Project Construction Schedule (To be Provided by the Contractor)
- Attachment 'E' - Letter of Qualification for Performance and Payment Bonds (To be Provided by the Contractor)

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 9/1/11 Acknowledged by: BRB

Addendum No. 2 Date: 9/28/11 Acknowledged by: BRB

Addendum No. 3 Date: 10/5/11 Acknowledged by: BRB
4 10/10/11 BRB

CORPORATE DETAILS AND SIGNATURE

Company: Barco-Duval Engineering Inc.

Address: 7587 Wilson Blvd.

City: Jacksonville State: FL Zip: 32210

Telephone: (904) 772 - 1313 Fax #: (904) 771 7912

E-Mail: ronprice@barcoduval.com

Contact Person: Ron Price

Authorized Signature: 

Authorized Name (Print): Barry R. Barco

Title: Vice President

Date: 10/13/11

BID PROPOSAL
(Official Bid Form)

FOR
HENLEY ROAD WIDENING

SUBMIT 1 SIGNED ORIGINAL AND 2 COPIES TO:

By Mail:

Clay County Board of County Commissioners
Purchasing Department, Attn: Karen Thomas
P O Box 1366, Green Cove Springs, FL 32043

In person:

Clay County Administrative Building
Reception Area
477 Houston Street, Fourth Floor, Green Cove Springs, FL 32043

Due Date: Thursday, October 13, 2011, 4:00 p.m.
Open Date: Friday, October 14, 2011, 1:00 p.m.

TO: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: Vallencourt Construction Company, Inc.
(Contractor)

In accordance with the Invitation to Bid inviting proposals for the Henley Road Widening project for Clay County Board of County Commissioners, Purchasing Department, the undersigned proposes to construct all work necessary to complete the Henley Road Widening as shown in the bid document and plans prepared by Reynolds Smith and Hills, Inc. and in accordance with Clay County Standard Specifications. All bids shall be for complete work in accordance with the construction plans. (No partial bids accepted.)

Contractor estimated time for substantial completion is 620 calendar days which will not exceed the maximum of 620 calendar days from the Notice to Proceed.

Liquidated Damages – The Contractor shall be assessed liquidated damages per the requirements of Section 8-10, FDOT Standard Specifications for Road and Bridge Construction, 2010 Edition, for each day beyond the maximum 620 calendar days from Notice to Proceed for final acceptance.

Sixteen Million, Two Hundred Seventy Two Thousand, Two Hundred Forty One Dollars and Seventy Cents

TOTAL BID (Parts A1-A6) \$ 16,272,241.70 ✓

Proposals require a five (5%) percent bid bond based upon the total lump base bid price above.

CONTRACT AWARD WILL BE BASED UPON LOWEST QUALIFIED BASE BID.

The following documents are attached hereto (Attachments A-D), and/or required by the Bidder (Attachment E), and are made a condition of this Bid:

- Attachment 'A' - List of Proposed Subcontractors (To be Provided by the Contractor)
- Attachment 'B' - Qualifications and References Form (To be Provided by the Contractor)
- Attachment 'C' - Contractor's Qualification Form (see attached)
- Attachment 'D' - Project Construction Schedule (To be Provided by the Contractor)
- Attachment 'E' - Letter of Qualification for Performance and Payment Bonds (To be Provided by the Contractor)

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 9/1/11 Acknowledged by: Marcus McInarnay

Addendum No. 2 Date: 9/28/11 Acknowledged by: Marcus McInarnay

Addendum No. 3 Date: 10/5/11 Acknowledged by: Marcus McInarnay

4 10/10/11 Marcus McInarnay

CORPORATE DETAILS AND SIGNATURE

Company: Vallencourt Construction Company, Inc.

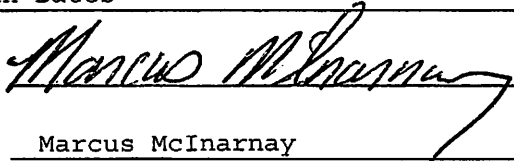
Address: 1701 Blanding Blvd.

City: Middleburg State: FL Zip: 32068

Telephone: (904) 291 - 9330 Fax #: (904) 291 - 4922

E-Mail: stan@vallencourt.com

Contact Person: Stan Bates

Authorized Signature: 

Authorized Name (Print): Marcus McInarnay

Title: Vice President

Date: 10/13/11

ORIGINAL

BID PROPOSAL
(Official Bid Form)

FOR
HENLEY ROAD WIDENING

SUBMIT 1 SIGNED ORIGINAL AND 2 COPIES TO:

By Mail:

Clay County Board of County Commissioners
Purchasing Department, Attn: Karen Thomas
P O Box 1366, Green Cove Springs, FL 32043

In person:

Clay County Administrative Building
Reception Area
477 Houston Street, Fourth Floor, Green Cove Springs, FL 32043

Due Date: Thursday, October 13, 2011, 4:00 p.m.

Open Date: Friday, October 14, 2011, 1:00 p.m.

TO: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

FROM: Superior Construction Company

(Contractor)

In accordance with the Invitation to Bid inviting proposals for the Henley Road Widening project for Clay County Board of County Commissioners, Purchasing Department, the undersigned proposes to construct all work necessary to complete the Henley Road Widening as shown in the bid document and plans prepared by Reynolds Smith and Hills, Inc. and in accordance with Clay County Standard Specifications. All bids shall be for complete work in accordance with the construction plans. (No partial bids accepted.)

Contractor estimated time for substantial completion is 620 calendar days which will not exceed the maximum of 620 calendar days from the Notice to Proceed.

Liquidated Damages – The Contractor shall be assessed liquidated damages per the requirements of Section 8-10, FDOT Standard Specifications for Road and Bridge Construction, 2010 Edition, for each day beyond the maximum 620 calendar days from Notice to Proceed for final acceptance.

TOTAL BID (Parts A1-A6) \$ 17,873,145.01 ✓ J.

Proposals require a five (5%) percent bid bond based upon the total lump base bid price above.

CONTRACT AWARD WILL BE BASED UPON LOWEST QUALIFIED BASE BID.

The following documents are attached hereto (Attachments A-D), and/or required by the Bidder (Attachment E), and are made a condition of this Bid:

- Attachment 'A' - List of Proposed Subcontractors (To be Provided by the Contractor)
- Attachment 'B' - Qualifications and References Form (To be Provided by the Contractor)
- Attachment 'C' - Contractor's Qualification Form (see attached)
- Attachment 'D' - Project Construction Schedule (To be Provided by the Contractor)
- Attachment 'E' - Letter of Qualification for Performance and Payment Bonds (To be Provided by the Contractor)

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 09.01.11 Acknowledged by: M. Jansen

Addendum No. 2 Date: 09.28.11 Acknowledged by: M. Jansen

Addendum No. 3 Date: 10.05.11 Acknowledged by: M. Jansen

Addendum No. 4 Date: 10.10.11 Acknowledged by: M. Jansen

CORPORATE DETAILS AND SIGNATURE

Company: Superior Construction Company

Address: 7072 Business Park Blvd.

City: Jacksonville State: FL Zip: 32256

Telephone: (904) 292 - 4240 Fax #: (904) 292-2682

E-Mail: estimating@superiorfla.com

Contact Person: Pete Kelley

Authorized Signature: 

Authorized Name (Print): Pete Kelley

Title: Vice President

Date: 10.13.11

BID TABULATION FORM

Bid #10/11-13

Date: October 14, 2011

Project: Henley Road Widening

Time Opened: 1:05 PM

Dates/Proof of Publication: CLAY TODAY 8-25-11

Time Closed: 1:30 PM

This is a generic Bid Tabulation Form; all required forms will be verified prior to bid recommendation.

Bidder	Copies	W-9	P O A	Ins	Addendum	Bond	Total
1 Superior Construction	✓	✓	✓	✓	✓	✓	17,873,145.01
2 R.B Baker Infra	✓	✓	✓	✓	✓	✓	16,178,868.72
3 Haskell Co. (Tax Ut.)	✓	✓	✓	✓	✓	✓	14,848,376.16
4 Vallencourt Constr	✓	✓	✓	✓	✓	✓	16,272,241.70
5 Anderson-Columbia	✓	✓	✓	✓	✓	✓	15,984,212.01
6 WR Townsend Contr	✓	✓	✓	✓	✓	✓	15,997,782.63
7 Masci General Contr	✓	✓	✓	✓	✓	✓	16,848,434.37
8 Hubbard	✓	✓	✓	✓	✓	✓	17,466,106.89
9 J.B Coxwell Contr	✓	✓	✓	✓	✓	✓	17,199,861.33
10 Petticoat Schmitt	✓	✓	✓	✓	✓	✓	17,754,443.72
11 Barco-Daval Eng	✓	✓	✓	✓	✓	✓	17,826,648.96
12 United Brothers Dev	✓	✓	✓	✓	✓	✓	17,519,957.80
13							
14 Apac Southeast Inc			NO		BID		
15							

After Review
Total

16,096,528.10

14,848,334.16

15,995,419.91

17,826,646.45

Staff assigned to tabulate bids and make recommendations:

Shaun Thomas
Name

Project Administrator
Title

Recommendations: Staff will review the bids and present a recommendation to the Budget, Finance and Personnel Committee for subsequent recommendation to the Board.

BID OPENING WITNESSED BY: Donna Fish
(Board of Co Commissioner)

Joyce Thornton
(Clerk)

[Signature]
Department Representative

Date: 11/14/2011

Submitted By: Brenda Johns, Purchasing
Department: Purchasing

Information

Subject

Approval of a three-year agreement with the City of Jacksonville for Medical Examiner services rendered to Clay County. The fees to be charged are on a per case basis as outlined in Item #3 of the agreement. (L. Mock/B. Johns)

Funding Source: 001-2001-534000

Background

na

Fiscal Impact

Amount Requested: TBD

Budgeted Y/N: y

Funding Source:

Funding Source: 001-2001-534000

Attachments

Link: [Medical Examiner Packet](#)



**CLAY COUNTY
FLORIDA**

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

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

County Manager
Stephanie C. Kopelousos

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

November 9, 2011

TO: COUNTY MANAGER KOPELOUSOS
FROM: BRENDA JOHNS, CONTRACTS COORDINATOR
RE: BUDGET/FINANCE MEETING OF 11/14/11

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

Approval of a three-year agreement with the City of Jacksonville for Medical Examiner services rendered to Clay County. The fees to be charged are on a per case basis as outlined in Item #3 of the agreement. (L. Mock/B. Johns)

Funding Source: 001-2001-534000

/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 I N

Staff Member Preparing Form: *Brenda Johns* Date: *11/3/11*
 Department Submitting Contract: *County Manager*
 Vendor Name: *City of Jacksonville*
 Contract Title: *Medical Examiner Services & Reimbursement* NOV-4 2011

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 <i>See item #3</i>
2. Renewal / Amend./Supplmt.	<input type="radio"/> Y	<input checked="" type="radio"/> N	14. Last Year's Price
3. Sole Source *(explain below)	<input type="radio"/> Y*	<input type="radio"/> NA	15. Date of Original Contract
4. Quotes/bids policy met	<input checked="" type="radio"/> Y	<input type="radio"/> N	16. Number of Renewals
5. Need to waive bid policy	<input type="radio"/> Y	<input checked="" type="radio"/> N	17. Length of term <i>3 years</i>
6. Automatic renewal	<input type="radio"/> n/a	<input checked="" type="radio"/> N	
7. Payment < 45 days	<input type="radio"/> n/a	<input type="radio"/> N	AGREEMENT PURPOSE: <i>Medical examiner services.</i>
8. Vendor signature	<input type="radio"/> Y	<input checked="" type="radio"/> N	
9. Standard Addendum Executed	<input type="radio"/> Y	<input checked="" type="radio"/> N	
10. Based upon bills submitted	<input checked="" type="radio"/> Y	<input type="radio"/> N	Renewal Changes:
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:
Account Number: <i>001-2001-534000</i>			
Account Name:			

APPROVALS:

Finance: <i>[Signature]</i>	<table border="1"> <tr> <td>Approved No Changes</td> <td>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>[Signature]</i>	<table border="1"> <tr> <td>Approved No Changes</td> <td>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"/>										
Review Date: <i>11/9/11</i>		Review Date: <i>11-4-11</i>									
Contract Coordinator: <i>[Signature]</i>	<table border="1"> <tr> <td>Approved No Changes</td> <td>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>[Signature]</i>	<table border="1"> <tr> <td>Approved No Changes</td> <td>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"/>										
Review Date: <i>11/3/11</i>		Review Date: <i>11-3-11</i>									

RECOMMENDED CHANGES/COMMENTS:

* SOLE SOURCE EXPLANATION:

**COOPERATIVE AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
CLAY COUNTY
FOR
MEDICAL EXAMINER SERVICES AND REIMBURSEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 2011, by and between the **CITY OF JACKSONVILLE**, Duval County, Florida, hereinafter called "Duval" and **CLAY COUNTY** hereinafter called "Clay."

RECITALS:

WHEREAS, pursuant to Chapter 406, Florida Statutes, a District Medical Examiner has been appointed by the Governor to serve the three county areas of Clay, Nassau and Duval Counties;

WHEREAS, the District Medical Examiner is to be compensated for his services by the three counties;

WHEREAS, Duval has allocated the annual salary to be paid the District Medical Examiner for the full services rendered to all three counties;

WHEREAS, Clay should reimburse Duval for the value of the Medical Examiner's services it receives,

IN CONSIDERATION, of the mutual covenants herein contained and for other good and valuable consideration, the legal sufficiency of which is stipulated by the parties, it is agreed that:

1. The above stated recitals are true and correct and, by this reference are made a part hereof and are incorporated herein.

2. The term of this Agreement shall commence on October 1, 2011 and it shall terminate September 30, 2014; provided however, this Agreement may be terminated by either party, without cause, by giving the other party thirty (30) days advance written notice. If this Agreement is so terminated, Duval shall cease performance and provision of Medical Examiner services and shall be paid for all Medical Examiner services performed up to the date of the notice of termination.

3. Clay shall pay to Duval the following rates:

For the period October 1, 2011 until September 30, 2014 (unless as noted below):

\$2,225 for all cases which require a complete external and internal autopsy;

\$670 per case for all cases which require only an external examination or inspection;

\$370 per case for all cases which require only a medical record review and certification of death;

\$64 per case for all cases referred to this office but jurisdiction is not assumed (non-medical examiner cases), which includes investigation and forensic pathology review.

Note: The fees listed above sufficiently cover the city's costs at present; however for the period of this agreement, fees will be reviewed annually; by June 30, 2012 and by June 30, 2013 respectively; and should it be determined that fees do not sufficiently cover the city's financial exposure, a notice of increase will be given to Clay with an effective date of October 1, 2012 and October 1, 2013 respectively). This would give the county ninety (90) days notice of an increase in fees.

4. The fees, specified in Section 3 above will include court appearances and depositions arising from cases under the provisions of Chapter 406 of the Florida Statutes.

5. In the event that additional services are rendered, by the District Medical Examiner, during the term of this Agreement, such services shall be paid for by Clay, based on fees contained in Section 124.103, *Ordinance Code*, as that section may be amended from time to time.

6. Clay shall remit the cost of services performed per case by the District Medical Examiner for Clay on a monthly basis starting October 1, 2011, and based upon submission of a bill indicating the number of cases performed for Clay County, for the three (3) year period of the Agreement, terminating September 30, 2014.

7. Clay County's standard addendum is attached and, by this reference, made a part

hereof.

[Remainder of page is left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the day and year first written above.

ATTEST:

CLAY COUNTY

Signature

By _____
Signature

Type/Print Name

Type/Print Name

Title

Title

Form Approved:

Clay County Attorney

ATTEST:

CITY OF JACKSONVILLE
a municipal corporation

Neill W. McArthur, Jr.
Corporation Secretary

Alvin Brown
Mayor

Form Approved:

Assistant General Counsel

G:\GOVT OPERATIONS\NEILL\MCONTRACT\CLAY COUNTY ME AGREEMENT(2) FOR 2011-2014.DOC

STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the County than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or agreement providing construction, labor materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the contract or agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the County in accordance with Florida Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request, the County shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such contracted services shall be reimbursed.
3. In the event the contract or agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.
4. The County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor (if the space below is left blank then "NONE" is deemed to have been inserted therein):
5. The County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page (if the space below is left blank, then "NONE" is deemed to have been inserted therein).
6. If an only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the County to reimburse the Contractor for the same then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provision of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the County Manager of the County or his or her designee is obtained.
7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the contract or agreement, unless specifically provided otherwise therein, complete sets of such drawings

and/or plans shall be reproduced by the Contractor without cost to the County bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the contract or agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.
9. In that the County is a governmental agency exempt from sales tax, the County shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.
10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.
11. The Vendor acknowledges that in the budget for each fiscal year of the County during which the term of the contract or agreement is in effect a limited amount funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

FOR CLAY COUNTY

**FOR THE CITY OF JACKSONVILLE
(THE VENDOR)**

By: _____
Chair

By: _____
Mayor

ATTEST:

ATTEST:

By: _____
County Manager and Clerk of the
Board of County Commissioners

By: _____
Corporation Secretary

G:\Gov't Operations\NEILLM\CONTRACT\Clay County ME Agreement(2) for 2011-2014.doc

Budget/Finance Committee

Approval : 11.

Date: 11/14/2011

Submitted By: Brenda Johns, Purchasing

Department: Purchasing

Information

Subject

Approval of Automatic and Mutual Aid agreement with St. Johns County to facilitate the joint and mutual use of fire and emergency medical facilities and equipment in the event of an emergency. (L. Mock/B. Johns)

Funding Source: NA

Background

na

Attachments

Link: [St. Johns County Packet](#)



**CLAY COUNTY
FLORIDA**

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

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

County Manager
Stephanie C. Kopelousos

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

November 9, 2011

TO: COUNTY MANAGER KOPELOUSOS
FROM: BRENDA JOHNS, CONTRACTS COORDINATOR
RE: BUDGET/FINANCE MEETING OF 11/14/11

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

Approval of Automatic and Mutual Aid agreement with St. Johns County to facilitate the joint and mutual use of fire and emergency medical facilities and equipment in the event of an emergency. (L. Mock/B. Johns)

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: *Brenda Johns* Date: *10/19/11*
 Department Submitting Contract: *Public Safety*
 Vendor Name: *St. Johns County*
 Contract Title: *Automatic and Mutual Aid Agreement*

RECEIVED
OCT 20 2011
County Attorney's Office

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 <i>0</i>
2. Renewal / Amend./Supplmt.	<input type="radio"/> Y	<input checked="" type="radio"/> N	14. Last Year's Price
3. Sole Source *(explain below)	<input type="radio"/> Y*	<input type="radio"/> NA	15. Date of Original Contract
4. Quotes/bids policy met	<input checked="" type="radio"/> Y	<input type="radio"/> N	16. Number of Renewals
5. Need to waive bid policy	<input type="radio"/> Y	<input checked="" type="radio"/> N	17. Length of term <i>1 year</i>
6. Automatic renewal	<input type="radio"/> n/a	<input checked="" type="radio"/> N	
7. Payment < 45 days	<input type="radio"/> n/a	<input type="radio"/> NA	AGREEMENT PURPOSE: <i>to facilitate the joint and mutual use of fire and emergency medical facilities and equipment in</i>
8. Vendor signature	<input type="radio"/> Y	<input checked="" type="radio"/> N	Renewal Changes: <i>the event of emergencies.</i>
9. Standard Addendum Executed	<input type="radio"/> Y	<input checked="" type="radio"/> N	
10. Based upon bills submitted	<input type="radio"/> Y	<input type="radio"/> NA	
11. Advance Payment Required	<input type="radio"/> Y	<input type="radio"/> NA	
12. Payment includes Taxes	<input type="radio"/> n/a	<input checked="" type="radio"/> NA	
FUNDING SOURCE:			Comments:
Account Number: <i>NA</i>			
Account Name:			

APPROVALS:

Finance: *BJ*
 Review Date: *11/1/11*

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

Contract Coordinator: *bj*
 Review Date: *10/19/11*

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

County Attorney: *BJM*
 Review Date: *10-20-11*

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

Budget & Admin Svcs: *ajg*
 Review Date: *10-20-11*

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

CLAY COUNTY BOARD OF COMMISSIONERS
 FINANCE DEPT.
 2011 NOV - 1 A 11:00
 RECEIVED

RECOMMENDED CHANGES/COMMENTS:

p 5: "3" or "2" persons?
p 6: see mark ups
p 10 see mark up
p 2 - duplicative ~~paragraph~~ sentence
Changes Made - bj

* SOLE SOURCE EXPLANATION:

**INTERLOCAL AGREEMENT
BETWEEN
CLAY COUNTY FLORIDA
AND
ST. JOHNS COUNTY, FLORIDA
FOR
AUTOMATIC AND MUTUAL AID**

THIS INTERLOCAL AGREEMENT (the "Agreement") by and between the **CLAY COUNTY, FLORIDA**, acting through its Fire and Rescue Department (hereinafter "Clay County") and **ST. JOHNS COUNTY, FLORIDA**, acting through its Fire and Rescue Department (hereinafter "St. Johns County"), for the provision of automatic aid and mutual aid in certain emergency situations is entered into this ____ day of _____, 2011.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, authorizes the joint exercise through Interlocal agreement by two or more public agencies of any power, privilege or authority common to them and which each might exercise separately; and

WHEREAS, the boundaries of the parties are adjacent to and abut each other; and

WHEREAS, the parties hereto wish to coordinate the joint and mutual use of fire and emergency medical facilities and equipment in the event of emergencies; and

WHEREAS, the parties wish to enter into this Agreement for the provision of automatic aid and mutual aid; and

WHEREAS, the parties recognize the mutual benefits that may be afforded by implementing this Agreement for automatic and mutual aid; now therefore

IN CONSIDERATION of the Recitals above and for other good and valuable consideration, the legal sufficiency of which is admitted by the parties, the parties agree as follows:

1. **Recitals.** The recitals set forth herein are accurate, correct and true and incorporated herein by this reference.
2. **Definitions.** As used in this License, the words defined immediately below shall have the meaning stated next to same. Words imparting the singular number

include the plural number and vice versa, and the male gender shall include the female gender and vice versa, unless the context clearly requires otherwise.

- (a) "Aiding Fire Rescue Department" means the fire rescue department providing Automatic or Mutual Aid to the Alarm Fire Rescue Department.
- (b) "Alarm Fire Rescue Department" means the fire rescue department in whose jurisdiction the emergency occurs.
- (c) "Automatic Aid" means the automatic response of a fire rescue engine company on a first alarm assignment of a fire rescue emergency in a designated response area.
- (d) "Mutual Aid" means a request for assistance and response by another jurisdiction for apparatus, equipment and/or personnel. Mutual Aid provides for the shared use of resources to properly manage large or multiple incidents. The requested responding units will be specified and a decision made by the Aiding Fire Rescue Department if resources are available to respond.

3. **Purpose and Intent.**

- (a) The purpose and intent of this Agreement is to enhance the existing life and property saving services provided to the residents of Jacksonville and St. Johns County through the provision by both parties of fire suppression, rescue, hazardous material containment, emergency medical and other similar emergency services.
- (b) This Agreement is not intended, and shall not be construed, to deprive a party in any way of its jurisdictional powers, nor is it the intent of the parties to combine their individual and separate agencies into a single agency or district to provide the services contemplated by this Agreement.

4. **Dispatch and Communications.**

- (a) Automatic Aid
 - (i) Automatic Aid will be requested for all of the following reports of:
 - a. Fire or explosions in a building or structure.
 - b. Vehicle fires in garages, carports or enclosed structures.
 - c. Collapsed buildings and other confined-space emergencies.

- d. Motor vehicle accidents involving extrication and/or victim entrapment.
- (ii) The Alarm Fire Rescue Department dispatch will request the response of the Aiding Fire Rescue Department by telephone automatically and immediately after alerting the Alarm Fire Rescue Department of the emergency and shall relay any pertinent information, including the type of call, location and the operating radio frequency.
- (iii) The aiding fire rescue unit will report, responding by radio to the dispatchers of both jurisdictions. All subsequent radio communications will be on the Alarm Fire Rescue Department's radio frequency.
- (iv) Each dispatch center will be identified by its department or county designation; each unit should preface radio communications with its department or county designation and then its apparatus number (E.g.: Clay E-154 to St. Johns; St. Johns E-6 to Clay).
- (b) Mutual Aid can be requested whenever the incident is beyond the capabilities of the on-duty resources and is requested by Incident Command or Shift Commander.
 - (i) Incidents for which Mutual Aid can be requested include:
 - a. Motor vehicle accidents
 - b. Medical emergencies
 - c. Fires requiring multiple hose lines
 - d. Persons trapped
 - e. Large scale evacuations
 - f. Hazardous materials or special technical operations
 - (ii) The Alarm Fire Rescue Department dispatch will request the response of the Aiding Fire Rescue Department by telephone upon receiving a request for Mutual Aid from an on-scene Incident Command and/or Shift Commander.

(iii) The Aiding Fire Rescue Department's Shift Commander will assess its resources and determine its ability to aid the Alarm Fire Rescue Department.

(iv) The aiding fire rescue unit will respond by radio to the dispatchers of both jurisdictions. All subsequent radio communications will be on the Alarm Fire Rescue Department's radio frequency.

5. **Automatic/Mutual Aid Operations.**

- (a) Each fire rescue department will develop and review operational guidelines within affected response areas and units prior to commencement of this Agreement.
- (b) Pursuant to the alarm-assignment-dispatch guidelines for Automatic Aid, each respective fire rescue department will respond with the closest available single engine unit and personnel to the Alarm Fire Rescue Department's structural fire or other emergency situation.
- (c) The Fire Chief or Incident Commander on scene will be responsible for and assume full charge of the operation in his respective jurisdiction. The first fire unit that arrives at the incident will establish an incident command system and manage the incident until relieved by an officer of the jurisdiction in which the incident occurs or until the time at which the Incident Commander determines that the incident no longer requires the assistance of the responding entity. In all cases, the jurisdiction in which the incident occurs shall send appropriate response units to the incident unless none are available due to unforeseen circumstances.
- (d) Automatic or Mutual Aid structural fire fighting apparatus shall be staffed with State of Florida-compliant certified fire fighters.
- (e) Each fire rescue department shall provide the other with current maps of the response areas and joint operating guidelines.
- (f) All apparatus responding pursuant to this Agreement will be fully serviceable and meet the standards detailed in NFPA 1901.
- (g) All operations will be conducted based on adopted fire/rescue standards and NFPA 1500 safety standards.

- (h) The Fire Chief of each fire rescue department shall have the responsibility to coordinate alarm assignments to ensure the company distribution in the jurisdiction that provides aid to the other party under this Agreement remains reasonable to meet any additional requests for service.
- (i) This Agreement is intended to cover day-to-day Automatic or Mutual Aid operations only, but may be considered to be in effect during natural or manmade disasters upon the mutual agreement of the parties.
- (j) This Agreement does not relieve either party from the necessity and obligation to provide adequate emergency medical service, structural fire suppression or other emergency response capability within its own jurisdiction.
- (k) Each party agrees that it shall, for the purposes of medical calls, respond with a minimum of state-certified Emergency Medical Technicians (EMT) and use reasonable diligence to keep emergency medical equipment in its possession as required by the State of Florida Department of Health for cities and counties of comparable size during the period this Agreement is in effect.
- (l) It is understood and agreed that no obligation exists to provide Automatic or Mutual Aid if doing so may seriously jeopardize the Aiding Fire Rescue Department's fire protection or emergency medical service status.

6. **Indemnification and Liability.** Each party acknowledges and accepts its responsibility under Section 768.28, Florida Statutes, for damages caused by the acts of its employees acting within the scope of their employment in the performance of this Agreement. Clay County shall not be liable for any injury, damage or loss suffered by St. Johns County which is not caused by the negligence or intentional acts of Clay County or its employees, and St. Johns County shall not be liable for any injury, damage or loss suffered by Clay County which is not caused by the negligence or intentional acts of St. Johns County or its employees.

7. **Compensation for Services.**

- (a) Neither party to this Agreement shall be required to pay compensation to the other party for services rendered hereunder so long as the total number

of apparatus responses shared between the two jurisdictions remains acceptable to the respective parties.

- (b) In the event a party finds the number of requested apparatus responses unacceptable, such party shall inform the other party in writing of its concerns and the parties shall meet within ten (10) days of receipt of the written notice to discuss the issue and seek a remedy for its resolution.

8. **Effective Dates and Termination.**

(a) This Agreement shall be effective at 12:01 a.m. on the 22nd day of November, 2011, through and until 11:59 p.m., on the 21st day of November, 2012.

(b) Notwithstanding any contrary provision of this Agreement, either party shall have the absolute right to terminate this Agreement at any time by providing at least thirty (30) days' written notice of such termination to the other party.

9. **Training.**

(a) Both fire rescue departments shall participate in semi-annual joint training exercises with responding units.

(b) The Fire Chief of each fire rescue department agrees to seek opportunities to share training with the other fire rescue department with the goal of achieving better cooperation and operational effectiveness.

10. **Amendments.** This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement. The parties agree to renegotiate this Agreement if applicable federal, state, or local laws or revisions of said laws make changes in the Agreement necessary or desirable, or if either party to this Agreement determines that the number of responses rendered to the other party is unacceptable.

11. **Severability of Invalid Provision.** If any one or more of the agreements, provisions, covenants, conditions and terms of this Agreement shall be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements, provisions, covenants, conditions or terms shall be null and void with no further force or effect and shall be deemed separable from the remaining

agreements, provisions, covenants, conditions and terms of the Agreement and shall in no way affect the validity of any of the other provisions hereof.

12. **Precedence of Statewide Mutual Aid Agreement.** This Agreement shall not take precedence over the State of Florida's Statewide Mutual Aid Agreement, a purpose of which is to provide aid and assistance in the event of major or catastrophic disaster.

13. **Notice.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

If to Clay County: Lorin Mock
Fire Chief of Fire and Rescue
2519 State Road 16
Green Cove Springs Florida 32043
P. O. Box 1366
Green Cove Springs, Florida, 32043

If to St. Johns County: Chief Carl Shank
3657 Gaines Road
St. Augustine, Florida 32084

14. **Public Records.** The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Interlocal Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), as well as other applicable State and/or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

15. **Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

16. **Severability.** If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

17. **Entire Agreement.** This Agreement contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or bind any respective party hereto. This Agreement shall not be supplemented, amended or modified except by written instrument signed by the respective parties hereto.

18. **Authority to Execute.** Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

19. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties, by and through their lawfully authorized representatives, have executed this Agreement on the day and year first above written.

ATTEST:

**CLAY COUNTY BOARD OF COUNTY
COMMISSIONERS**

By: _____
S. C. Kopelousos
County Manager and Clerk
Of the Board of County
Commissioners

By: _____
W. Travis Cummings, Chairman

ATTEST:

ST. JOHNS COUNTY

By: _____
Title: _____
_____, Florida 32__

By: _____
Title: _____
3657 Gaines Road
St. Augustine, Florida 32084

**STATE OF FLORIDA
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, the _____ of Clay County, Florida. Such person: *(notary must check applicable box)*

- is personally known to me; or
- produced a current _____ driver's license as identification; or
- produced _____ as identification

[Print or type name]
NOTARY PUBLIC

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, the _____ of St. Johns County, Florida. Such person: *(notary must check applicable box)*

- is personally known to me; or
- produced a current _____ driver's license as identification; or
- produced _____ as identification

(Print Name)
Notary Public

Form Approved:

By: _____
Office of the County Attorney

G:\Gov't Operations\JMCain\Fire and Rescue\Interlocal\Auto.MutualAid.St.Johns.doc

Budget/Finance Committee

Approval : 12.

Date: 11/14/2011

Submitted By: Brenda Johns, Purchasing

Department: Purchasing

Information

Subject

Approval of Automatic and Mutual Aid agreement with the City of Jacksonville to facilitate the joint and mutual use of fire and emergency medical facilities and equipment in the event of an emergency. (L. Mock/B. Johns)

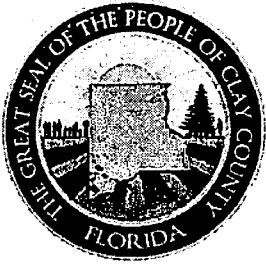
Funding Source: NA

Background

na

Attachments

Link: [Mutual Aid City Of Jax Packet](#)



**CLAY COUNTY
FLORIDA**

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

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

County Manager
Stephanie C. Kopelousos

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

November 9, 2011

TO: COUNTY MANAGER KOPELOUSOS
FROM: BRENDA JOHNS, CONTRACTS COORDINATOR
RE: BUDGET/FINANCE MEETING OF 11/14/11

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

Approval of Automatic and Mutual Aid agreement with the City of Jacksonville to facilitate the joint and mutual use of fire and emergency medical facilities and equipment in the event of an emergency.

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: Brenda Jahn Date: 8/5/11
 Department Submitting Contract: Public Safety
 Vendor Name: City of Jacksonville
 Contract Title: Interlocal Agreement for Joint Use of Facilities

RECEIVED
AUG - 5 2011
Clay County Attorney's Office

SUMMARY: (to be completed by department)

Basic Review Questions:	Circle One		
1. New Contract/Agreement	<u>Y</u>	N	13. Contract Amount <u>0</u>
2. Renewal / Amend./Supplmt.	Y	<u>N</u>	14. Last Year's Price
3. Sole Source *(explain below)	Y*	NA	15. Date of Original Contract
4. Quotes/bids policy met	Y	NA	16. Number of Renewals
5. Need to waive bid policy	Y	<u>N</u>	17. Length of term
6. Automatic renewal	n/a	<u>N</u>	
7. Payment < 45 days	n/a	NA	AGREEMENT PURPOSE: <u>To facilitate joint</u>
8. Vendor signature	Y	<u>N</u>	<u>and mutual use of fire and</u>
9. Standard Addendum Executed	Y	NA	<u>emergency medical facilities and</u>
10. Based upon bills submitted	Y	NA	Renewal Changes: <u>equipment in the</u>
11. Advance Payment Required	Y	<u>N</u>	<u>event of emergencies</u>
12. Payment includes Taxes	n/a	<u>N</u>	
FUNDING SOURCE:			Comments:
Account Number: <u>NA</u>			
Account Name:			

APPROVALS:

Finance: <u>[Signature]</u>	Approved No Changes <input checked="" type="checkbox"/>	Approved With Changes <input type="checkbox"/>	County Attorney: <u>[Signature]</u>	Approved No Changes <input checked="" type="checkbox"/>	Approved With Changes <input type="checkbox"/>
Review Date: <u>8/5/11</u>			Review Date: <u>8-7-11</u>		
Contract Specialist: <u>[Signature]</u>	Approved No Changes <input checked="" type="checkbox"/>	Approved With Changes <input type="checkbox"/>	Budget & Admin Svcs: <u>[Signature]</u>	Approved No Changes <input checked="" type="checkbox"/>	Approved With Changes <input type="checkbox"/>
Review Date: <u>8/5/11</u>			Review Date: <u>8/5/11</u>		

RECOMMENDED CHANGES/COMMENTS:

* SOLE SOURCE EXPLANATION:

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
CLAY COUNTY, FLORIDA
FOR
AUTOMATIC AND MUTUAL AID**

THIS INTERLOCAL AGREEMENT (the “Agreement”) by and between the **CITY OF JACKSONVILLE**, acting through its Jacksonville Fire and Rescue Department (hereinafter “Jacksonville”) and **CLAY COUNTY, FLORIDA**, acting through its Department of Public Safety (hereinafter “Clay County”), for the provision of automatic aid and mutual aid in certain emergency situations is entered into this ____ day of _____, 2011.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, authorizes the joint exercise through Interlocal agreement by two or more public agencies of any power, privilege or authority common to them and which each might exercise separately; and

WHEREAS, the boundaries of the parties are adjacent to and abut each other; and

WHEREAS, the parties hereto wish to coordinate the joint and mutual use of fire and emergency medical facilities and equipment in the event of emergencies; and

WHEREAS, the parties wish to enter into this Agreement for the provision of automatic aid and mutual aid; and

WHEREAS, the parties recognize the mutual benefits that may be afforded by implementing this Agreement for automatic and mutual aid; now therefore

IN CONSIDERATION of the above and for other good and valuable consideration, the legal sufficiency of which is admitted by the parties, the parties agree as follows:

1. Recitals. The recitals set forth herein are accurate, correct and true and incorporated herein by this reference.

2. Definitions. As used in this License, the words defined immediately below shall have the meaning stated next to same. Words imparting the singular number include the plural number and vice versa, and the male gender shall include the female gender and vice versa, unless the context clearly requires otherwise.

(a) “Aiding Fire Rescue Department” means the fire rescue department providing Automatic or Mutual Aid to the Alarm Fire Rescue Department.

(b) “Alarm Fire Rescue Department” means the fire rescue department in whose jurisdiction the emergency occurs.

(c) “Automatic Aid” means the automatic response of a fire rescue engine company on a first alarm assignment of a fire rescue emergency in a designated response area.

(d) “Mutual Aid” means a request for assistance and response by another jurisdiction for apparatus, equipment and/or personnel. Mutual Aid provides for the shared use of resources to properly manage large or multiple incidents. The requested responding units will be specified and a decision made by the Aiding Fire Rescue Department if resources are available to respond.

3. Purpose and Intent.

(a) The purpose and intent of this Agreement is to enhance the existing life and property saving services provided to the residents of Jacksonville and Clay County through the provision by both parties of fire suppression, rescue, hazardous material containment, emergency medical and other similar emergency services.

(b) This Agreement is not intended, and shall not be construed, to deprive a party in any way of its jurisdictional powers, nor is it the intent of the parties to combine their individual and separate agencies into a single agency or district to provide the services contemplated by this Agreement.

4. Dispatch and Communications.

(a) Automatic Aid

(i) Automatic Aid will be requested for all of the following reports of:

- a. Fire or explosions in a building or structure.
- b. Vehicle fires in garages, carports or enclosed structures.
- c. Collapsed buildings and other confined-space emergencies.

d. Motor vehicle accidents involving extrication and/or victim entrapment.

(ii) The Alarm Fire Rescue Department dispatch will request the response of the Aiding Fire Rescue Department by telephone automatically and immediately after alerting the Alarm Fire Rescue Department of the emergency and shall relay any pertinent information, including the type of call, location and the operating radio frequency.

(iii) The aiding fire rescue unit will report, responding by radio to the dispatchers of both jurisdictions. All subsequent radio communications will be on the Alarm Fire Rescue Department's radio frequency.

(iv) Each dispatch center will be identified by its department or county designation; each unit should preface radio communications with its department or county designation and then its apparatus number (E.g.: JFRD E-154 to Clay; Clay E-6 to JFRD).

(b) Mutual Aid can be requested whenever the incident is beyond the capabilities of the on-duty resources and is requested by Incident Command or Shift Commander.

(i) Incidents for which Mutual Aid can be requested include:

- a. Motor vehicle accidents
- b. Medical emergencies
- c. Fires requiring multiple hose lines
- d. Persons trapped
- e. Large scale evacuations
- f. Hazardous materials or special technical operations

(ii) The Alarm Fire Rescue Department dispatch will request the response of the Aiding Fire Rescue Department by telephone upon receiving a request for Mutual Aid from an on-scene Incident Command and/or Shift Commander.

(iii) The Aiding Fire Rescue Department's Shift Commander will assess its resources and determine its ability to aid the Alarm Fire Rescue Department.

(iv) The aiding fire rescue unit will respond by radio to the dispatchers of both jurisdictions. All subsequent radio communications will be on the Alarm Fire Rescue Department's radio frequency.

5. Automatic/Mutual Aid Operations

(a) Each fire rescue department will develop and review operational guidelines within affected response areas and units prior to commencement of this Agreement.

(b) Pursuant to the alarm-assignment-dispatch guidelines for Automatic Aid, each respective fire rescue department will respond with the closest available single engine unit and personnel to the Alarm Fire Rescue Department's structural fire or other emergency situation.

(c) The Fire Chief or Incident Commander on scene will be responsible for and assume full charge of the operation in his respective jurisdiction. The first fire unit that arrives at the incident will establish an incident command system and manage the incident until relieved by an officer of the jurisdiction in which the incident occurs or until the time at which the Incident Commander determines that the incident no longer requires the assistance of the responding entity. In all cases, the jurisdiction in which the incident occurs shall send appropriate response units to the incident unless none are available due to unforeseen circumstances.

(d) Automatic or Mutual Aid structural fire fighting apparatus shall be staffed with State of Florida-compliant certified fire fighters.

(e) Each fire rescue department shall provide the other with current maps of the response areas and joint operating guidelines.

(f) All apparatus responding pursuant to this Agreement will be fully serviceable and meet the standards detailed in NFPA 1901.

(g) All operations will be conducted based on adopted fire/rescue standards and NFPA 1500 safety standards.

(h) The Fire Chief of each fire rescue department shall have the responsibility to coordinate alarm assignments to ensure the company distribution in the jurisdiction that provides aid to the other party under this Agreement remains reasonable to meet any additional requests for service.

(i) This Agreement is intended to cover day-to-day Automatic or Mutual Aid operations only, but may be considered to be in effect during natural or manmade disasters upon the mutual agreement of the parties.

(j) This Agreement does not relieve either party from the necessity and obligation to provide adequate emergency medical service, structural fire suppression or other emergency response capability within its own jurisdiction.

(k) Each party agrees that it shall, for the purposes of medical calls, respond with a minimum of state-certified Emergency Medical Technicians (EMT) and use reasonable diligence to keep emergency medical equipment in its possession as required by the State of Florida Department of Health for cities and counties of comparable size during the period this Agreement is in effect.

(l) It is understood and agreed that no obligation exists to provide Automatic or Mutual Aid if doing so may seriously jeopardize the Aiding Fire Rescue Department's fire protection or emergency medical service status.

6. Indemnification and Liability. Each party acknowledges and accepts its responsibility under Section 768.28, Florida Statutes, for damages caused by the acts of its employees acting within the scope of their employment in the performance of this Agreement. Jacksonville shall not be liable for any injury, damage or loss suffered by Clay County which is not caused by the negligence or intentional acts of Jacksonville or its employees, and Clay County shall not be liable for any injury, damage or loss suffered by Jacksonville which is not caused by the negligence or intentional acts of Clay County or its employees.

7. Compensation for Services.

(a) Neither party to this Agreement shall be required to pay compensation to the other party for services rendered hereunder so long as the total number of apparatus responses shared between the two jurisdictions remains acceptable to the respective parties.

(b) In the event a party finds the number of requested apparatus responses unacceptable, such party shall inform the other party in writing of its concerns and the parties shall meet within ten (10) days of receipt of the written notice to discuss the issue and seek a remedy for its resolution.

8. Termination. Notwithstanding any contrary provision of this Agreement, either party shall have the absolute right to terminate this Agreement at any time by providing at least thirty (30) days' written notice of such termination to the other party.

9. Training.

(a) Both fire rescue departments shall participate in semi-annual joint training exercises with responding units.

(b) The Fire Chief of each fire rescue department agrees to seek opportunities to share training with the other fire rescue department with the goal of achieving better cooperation and operational effectiveness.

10. Amendments. This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement. The parties agree to renegotiate this Agreement if applicable federal, state, or local laws or revisions of said laws make changes in the Agreement necessary or desirable, or if either party to this Agreement determines that the number of responses rendered to the other party is unacceptable.

11. Severability of Invalid Provision. If any one or more of the agreements, provisions, covenants, conditions and terms of this Agreement shall be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements, provisions, covenants, conditions or terms shall be null and void with no further force or effect and shall be deemed separable from the remaining agreements, provisions, covenants, conditions and terms of the Agreement and shall in no way affect the validity of any of the other provisions hereof.

12. Precedence of Statewide Mutual Aid Agreement. This Agreement shall not take precedence over the State of Florida's Statewide Mutual Aid Agreement, a purpose of which is to provide aid and assistance in the event of major or catastrophic disaster.

13. Notice. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall

remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

If to Jacksonville: Charles Moreland
Director of Fire and Rescue
515 Julia Street North, Suite 314
Jacksonville, Florida 32202

If to Clay County: Chief Lorin Mock
P.O. Box 1366
Green Cove Springs, Florida 32043

14. Entire Agreement. This Agreement contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or bind any respective party hereto. This Agreement shall not be supplemented, amended or modified except by written instrument signed by the respective parties hereto.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the parties, by and through their lawfully authorized representatives, have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: _____
Neill W. McArthur, Jr.
Corporation Secretary
117 West Duval Street
Jacksonville, Florida 32202

By: _____
Alvin Brown, Mayor
117 West Duval Street
Jacksonville, Florida 32202

ATTEST:

CLAY COUNTY

By: _____
S. C. Kopelousos,
County Manager

By: _____
W. Travis Cummings, Chairman
P.O. Box 1366
Green Cove Springs, Florida 32043

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Alvin Brown and Neil W. McArthur, Jr., the Mayor and Corporation Secretary, respectively, of the City of Jacksonville, a municipal corporation and political subdivision of the State of Florida, on behalf of the City. Such persons are personally known to me.

(Print Name)
Notary Public

**STATE OF FLORIDA
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, the _____ of Clay County, Florida. Such person: *(notary must check applicable box)*

- is personally known to me; or
- produced a current _____ driver's license as identification; or
- produced _____ as identification

[Print or type name]
NOTARY PUBLIC

Form Approved:

By: _____
Office of General Counsel

Date: 11/14/2011

Submitted By: Brenda Johns, Purchasing
Department: Purchasing

Information

Subject

Approval of Fiscal Year 11/12 Funding Agreement, on a reimbursement basis, with the Clay County Sheriff's Office Pipe and Drum Corps in an amount not to exceed \$1,500.00. This funding comes from the Florida Arts License Plate collections and will be used to provide uniforms, equipment, etc. The expense report for this fund for FY 10/11 is also attached showing disbursement of these funds last year. (S. Kopelousos/B. Johns)

Funding Source: 117-3317-549100

Background

na

Fiscal Impact

Amount Requested: 1500

Budgeted Y/N: y

Funding Source:

Funding Source: 117-3317-549100

Attachments

Link: [Pipe and Drum Corps Packet](#)



**CLAY COUNTY
FLORIDA**

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

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

County Manager
Stephanie C. Kopelousos

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

November 9, 2011

TO: COUNTY MANAGER KOPELOUSOS
FROM: BRENDA JOHNS, CONTRACTS COORDINATOR
RE: BUDGET/FINANCE MEETING OF 11/14/11

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

Approval of Fiscal Year 11/12 Funding Agreement, on a reimbursement basis, with the Clay County Sheriff's Office Pipe and Drum Corps in an amount not to exceed \$1,500.00. This funding comes from the Florida Arts License Plate collections and will be used to provide uniforms, equipment, etc. The expense report for this fund for FY 10/11 is also attached showing disbursement of these funds last year. (S. Kopelousos/B. Johns)

Funding Source: 117-3317-549100

/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: *11/7/11*
 Department Submitting Contract: *County Manager*
 Vendor Name: *Clay Co. Sheriff's office Pipes & Shims*
 Contract Title: *Funding Agreement for FY 11/12*

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 <i>not to exceed \$1500⁰⁰</i>
2. Renewal / Amend./Supplmt.	<input type="radio"/> Y	<input checked="" type="radio"/> N	14. Last Year's Price
3. Sole Source *(explain below)	<input type="radio"/> Y*	<input checked="" type="radio"/> N/A	15. Date of Original Contract
4. Quotes/bids policy met	<input checked="" type="radio"/> Y	<input type="radio"/> N	16. Number of Renewals
5. Need to waive bid policy	<input type="radio"/> Y	<input checked="" type="radio"/> N	17. Length of term <i>1 year</i>
6. Automatic renewal	<input type="radio"/> n/a	<input checked="" type="radio"/> N	AGREEMENT PURPOSE: <i>Funding for FY 11/12</i>
7. Payment < 45 days	<input type="radio"/> n/a	<input type="radio"/> N	Renewal Changes:
8. Vendor signature	<input checked="" type="radio"/> Y	<input type="radio"/> N	
9. Standard Addendum Executed	<input checked="" type="radio"/> Y	<input type="radio"/> N	
10. Based upon bills submitted	<input checked="" type="radio"/> Y	<input 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:
Account Number: <i>117-3317-549100</i>			
Account Name: <i>Other Current Charges</i>			

APPROVALS:

Finance: <i>MS</i>	<input type="checkbox"/> Approved No Changes	<input type="checkbox"/> Approved With Changes	County Attorney:	<input type="checkbox"/> Approved No Changes	<input type="checkbox"/> Approved With Changes
Review Date: <i>11/7/11</i>			Review Date: <i>Prepared By Legal</i>		
Contract Coordinator: <i>bj</i>	<input checked="" type="checkbox"/> Approved No Changes	<input type="checkbox"/> Approved With Changes	Budget & Admin Svcs: <i>ajg</i>	<input checked="" type="checkbox"/> Approved No Changes	<input type="checkbox"/> Approved With Changes
Review Date: <i>11/7/11</i>			Review Date: <i>11-7-11</i>		

RECOMMENDED CHANGES/COMMENTS:

no standard Addendum - added

* SOLE SOURCE EXPLANATION:

CLAY COUNTY FLORIDA
 DATE: 11/09/2011
 TIME: 11:39:46

CLAY COUNTY BOCC FY 2012
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
 AUDIT21

SELECTION CRITERIA: 1=1 expledgr.key orgn='3317'
 ACCOUNTING PERIODS: 1/11 THRU 13/11

SORTED BY: FUND,FUNCTION,ACTIVITY,DEPARTMENT,DIVISION,ACCOUNT

TOTALED ON: FUND,FUNCTION,ACTIVITY,DEPARTMENT,DIVISION

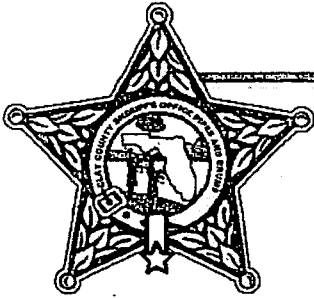
PAGE BREAKS ON: DEPARTMENT

FUND - 117 - FL ART LICENSE PLATE FUND
 DIVISION - 3317 - ARTS PROGRAM

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
549100									OTHER CURRENT CHARGES	
									117-570-575-3317-030-3317 - ARTS PROGRAM	
549100						.00	.00	.00	BEGINNING BALANCE	
	10/01/10	11-1				3,000.24			POSTED FROM BUDGET SYSTEM	
	10/04/10	17-1	20110058-01		00901954 CLAY COUNTY COMM		2,000.00		REIMBURSEMENT REQUEST FOR	
	11/16/10	17-2	20110875-01		904601 CLAY CO SHERIFFS		1,000.00		REIMBURSEMENT REQUEST FOR	
	11/19/10	21-2	20110875-01	259312	904601 CLAY CO SHERIFFS		1,000.00	-1,000.00	REIMBURSEMENT REQUEST FOR	
	05/17/11	21-8	20110058-01	262695	00901954 CLAY COUNTY COMM		1,500.00	-1,500.00	REIMBURSEMENT REQUEST FOR	
	08/17/11	21-11	20110058-01	264453	00901954 CLAY COUNTY COMM		472.82	-500.00	REIMBURSEMENT REQUEST FOR	
TOTAL					OTHER CURRENT CHARGES	3,000.24	2,972.82	.00		27.42
562000						.00	.00	.00	BEGINNING BALANCE	
TOTAL					BUILDINGS	.00	.00	.00		.00
TOTAL DIVISION - ARTS PROGRAM						3,000.24	2,972.82	.00		27.42
TOTAL DEPARTMENT - HUMAN & NATURAL RESOURCE						3,000.24	2,972.82	.00		27.42
TOTAL ACTIVITY - SPEC RECREATION FACILITY						3,000.24	2,972.82	.00		27.42
TOTAL FUNCTION - CULTURE/RECREATION						3,000.24	2,972.82	.00		27.42
TOTAL FUND - FL ART LICENSE PLATE FUND						3,000.24	2,972.82	.00		27.42
TOTAL REPORT						3,000.24	2,972.82	.00		27.42

*- Beginning Budget
 Encumbered P.O.'s
 Expenditures*

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION



Clay County Sheriff's Office

Pipes and Drums

178 Simmons Trail
GREEN COVE SPRINGS, FLORIDA 32043-9561
(904) 282-6316
email: info@claysheriffpipes.org



October 11, 2011

Honorable Stephanie Kopelousas
County Manager
P. O. Box 1366
Green Cove Springs, FL 32043

Dear Honorable Kopelousas,

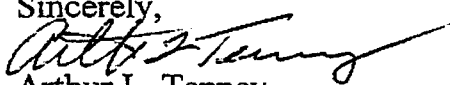
Our organization would like to be considered for the Florida Arts License Plate Program grant.

The Clay County Sheriff's Office Pipe and Drum Corps was founded in May 2009. During the past year we have performed at the Clay County Christmas Festival, the Memorial Day parade in Fleming Plantation, concerts at the Allegro Assisted Living Home and the Doctor's Lake Health Care Home, Sheriff's Office Memorial Service, Concert on the Green, 9/11 Remembrance Ceremony, the bazaar at St Catherine's Catholic Church, Moosehaven chili cook off benefitting the Wounded Warrior Project. All of these performances were in Clay County. We are the host band for the Northeast Scottish Games held at the Clay County Fairgrounds. Additional performances were given in surrounding counties.

Membership in our band is open to anyone and we teach anyone interested in learning to play bagpipes or drums.

We need additional uniforms and equipment to outfit band members and it costs about \$900 to uniform one person. Equipment is a separate expense. This grant will go a long way to fill our performing ranks.

Thank you for your consideration.

Sincerely,

Arthur L. Tenney
Founder and President

cc: Ann Mitchell

www.claysheriffpipes.org

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45202

DEPARTMENT OF THE TREASURY

Date: OCT 30 2010

CLAY COUNTY SHERIFFS OFFICE PIPES
AND DRUMS INC
C/O ARTHUR TENNEY
178 SIMMONS TRAIL
GREEN COVE SPRINGS, FL 32043-9561

Employer Identification Number:
80-0624860
DLN:
17053281321010
Contact Person: DEL TRIMBLE ID# 31309
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
August 4, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

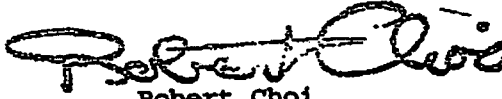
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

CLAY COUNTY SHERIFFS OFFICE PIPES

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Choi". The signature is stylized with a large, looping initial "R" and a cursive "C".

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 04/05
12/04/10

85-8015512520C-0	11/10/2010	11/30/2015	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CLAY COUNTY SHERIFFS OFFICE PIPES
AND DRUMS INC
178 SIMMONS TRL
GREEN COVE SPRINGS FL 32043-9561

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/05

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is PO BOX 6480, Tallahassee, FL 32314-6480.

AGREEMENT FOR REIMBURSEMENT

This Agreement for Reimbursement (the Agreement) is made and entered into between Clay County, a political subdivision of the State of Florida (the County), and Clay County Sheriff's Office Pipe and Drum Corps, a Florida not for profit corporation (CCSO Pipe and Drum Corps), as of the ____ day of _____, 2011, to be effective October 1, 2011.

WHEREAS, the CCSO Pipe and Drum Corps seeks to purchase uniforms and percussion equipment in order to serve Clay County's musical interests by giving concerts, and has requested financial assistance therefor from the County; and,

WHEREAS, the County desires to assist the CCSO Pipe and Drum Corps in its endeavor by providing financial assistance on a reimbursement basis from revenue received pursuant to the Florida Arts License Plate Program, and to enter into this Agreement for Reimbursement.

WITNESSETH

IN CONSIDERATION OF the foregoing Recitals, the County and the CCSO Pipe and Drum Corps agree as follows:

1. The term of this Agreement shall commence as of October 1, 2011, and expire on September 30, 2012.
2. The County agrees to reimburse the CCSO Pipe and Drum Corps for its purchase of uniforms and percussion equipment in an amount not to exceed a total of \$1,500.
3. As the CCSO Pipe and Drum Corps expends funds as part of serving the musical interests of Clay County by giving concerts, it is entitled to apply to the Board of County Commissioners for reimbursement of same, upon the submission of appropriate documentation.
4. The request for reimbursement and documentation supporting same must demonstrate that the expense sought to be reimbursed was incurred in the purchase of uniforms and percussion equipment. Upon a determination of receipt of sufficient documentation to reimburse the CCSO Pipe and Drum Corps, the County shall make payment in the ordinary course of doing business. Requests for reimbursement should be submitted to the Clay County Finance Department, P. O. Box 988, Green Cove Springs, Florida 32043.
5. The CCSO Pipe and Drum Corps acknowledges that in the budget for each fiscal year of the County during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the

maximum payment that the County is obligated to make under the contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

IN WITNESS WHEREOF the parties have set their hands and seals.

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

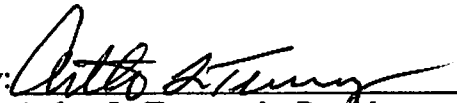
ATTEST:

By: _____
W. Travis Cummings, Its Chairman

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

**CLAY COUNTY SHERIFF'S OFFICE
PIPE AND DRUM CORPS**

ATTEST:

By: 
Arthur L. Tenney, its President

By: _____
Print Name: _____
Its Secretary

**STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS**

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the County than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the contract or agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the County in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request the County shall have the number of days provided in the Act in which to make payment.

2. Any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. In the event the contract or agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. The County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. The County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the County Manager of the County or his or her designee is obtained.

Form date 11/23/93

Revised 12/1/93; 11/14/96; 10/10/05; 09-27-06

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the contract or agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales tax, the County shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.

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

COUNTY:

ATTEST FOR CLAY COUNTY:

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

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

By: _____
W. Travis Cummings
Its Chairman

CONTRACTOR:

(Corporate Seal)

By: _____
Its _____ President

Budget/Finance Committee

Approval : 14.

Date: 11/14/2011

Submitted By: Brenda Johns, Purchasing

Department: Purchasing

Information

Subject

Approval of Mutual Agreement Certification with Nextel Operations, Inc. to facilitate planning activities for Reconfiguration of the 800 MHz radio equipment as outlined in a previously approved Amendment #3 to Agreement #07/08-85 (copy attached). No funding is involved with this agreement. (L. Mock/B. Johns)

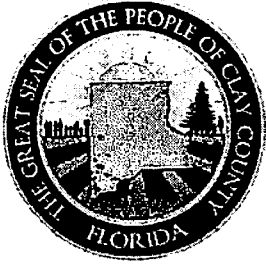
Funding Source: NA

Background

na

Attachments

Link: [Nextel Packet](#)



**CLAY COUNTY
FLORIDA**

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

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

County Manager
Stephanie C. Kopelousos

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

November 9, 2011

TO: COUNTY MANAGER KOPELOUSOS
FROM: BRENDA JOHNS, CONTRACTS COORDINATOR
RE: BUDGET/FINANCE MEETING OF 11/14/11

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

Approval of Mutual Agreement Certification with Nextel Operations, Inc. to facilitate planning activities for Reconfiguration of the 800 MHz radio equipment as outlined in a previously approved Amendment #3 to Agreement #07/08-85 (copy attached). No funding is involved with this agreement. (L. Mock/B. Johns)

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: *Brenda Johns* Date: *10/28/11*
 Department Submitting Contract: *Public Safety*
 Vendor Name: *Nextel Operations Inc.*
 Contract Title: *Mutual Agreement Certification*

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>0</i>
2. Renewal / Amend./Supplmt.	<input checked="" type="radio"/> Y	N	14. Last Year's Price
3. Sole Source *(explain below)	Y*	N	15. Date of Original Contract
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	N	
7. Payment < 45 days	n/a	N	AGREEMENT PURPOSE:
8. Vendor signature	Y	<input checked="" type="radio"/> N	
9. Standard Addendum Executed	Y	N	
10. Based upon bills submitted	Y	N	Renewal Changes:
11. Advance Payment Required	Y	N	
12. Payment includes Taxes	n/a	N	
FUNDING SOURCE:			Comments:
Account Number:			
Account Name:			

APPROVALS:

Finance: *ag*
 Review Date: *10/28/11*

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

County Attorney:
 Review Date: *10/28/11*

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

Contract Coordinator: *bj*
 Review Date: *10/28/11*

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

Budget & Admin Svcs: *ag*
 Review Date: *10/28/11*

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

RECEIVED
 2011 NOV - 1 A 11:00
 CLAY COUNTY BOARD OF COMMISSIONERS FINANCE DEPT.

RECOMMENDED CHANGES/COMMENTS:

SOLE SOURCE EXPLANATION:

MUTUAL AGREEMENT CERTIFICATION

Clay County, a political subdivision of the state of Florida (“Incumbent”), and Nextel Operations, Inc., a wholly-owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation (“Nextel”) have entered into a Planning Funding Agreement dated July 16, 2007 (the “Agreement”) for Incumbent and Nextel’s respective obligations regarding the planning for 800 MHz reconfiguration (“Reconfiguration”) by Incumbent and the funding of Incumbent reasonable Reconfiguration planning costs by Nextel.

NOW, THEREFORE:

1. Incumbent and Nextel agree that the deliverables under the Statement of Work (as identified in Schedule B of the Agreement) to plan for the Reconfiguration (as identified in Schedule A) of the Agreement (the “Statement of Work”) have been completed as stated therein.
2. Incumbent has requested payment from Nextel, pursuant to Incumbent’s Planning Cost Estimate (as stated in Schedule C of the Agreement) or as changes thereto submitted pursuant to Section 5 of the Agreement, of the Actual Planning Costs (as that term is defined in the Agreement) Incumbent reasonably incurred or paid in connection with the planning for Reconfiguration and that Incumbent believes that Nextel is obligated to pay under the Order.
3. Nextel and Incumbent agree to the following calculations in the table below related to the payments made by Nextel for the Actual Planning Costs, and agree to the amount and delivery of the remaining payment or refund as outlined below. Except as set forth below, Incumbent agrees that Nextel does not owe Incumbent any additional amounts under the Agreement.

Total Actual Planning Costs:	\$74,187.73
Less: Advance Payment (if applicable)	(\$5,035.24)
Less: Vendor Payments (if applicable)	(\$68,719.30)
Remaining Payment Due to Incumbent (as of the date on the signed Reconciliation Statement):	\$433.19
Refund Due Nextel (if applicable)	\$0.00

4. Incumbent has in all material respects complied with, satisfied or performed all obligations and conditions under the Agreement required to be complied with, satisfied or performed by Incumbent on or prior to the date set forth below.
5. Nextel has in all material respects complied with, satisfied or performed all obligations and conditions under the Agreement required to be complied with, satisfied or performed by Nextel on or prior to the date set forth below.

<p>INCUMBENT: Clay County</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p>NEXTEL: Nextel Operations, Inc.</p> <p>By: _____ Name: Patricia C. Tikkala Title: Authorized Signatory Date: _____</p>
--	--



The Official Reconfiguration Manager

800 MHZ RECONFIGURATION

PLANNING FUNDING

COMPLETION CERTIFICATION

Incumbent Name: Clay County

Certification

Pursuant to the FCC's order mandating the 800 MHz band reconfiguration (the "Order"), the above-name incumbent licensee (the "Incumbent") hereby certifies to the Transition Administrator appointed pursuant to the Order as follows:

1. That all work required to plan and fund for the reconfiguration of Incumbent's facilities has been satisfactorily completed; and
2. That **Nextel Operations, Inc.** ("Nextel") and Incumbent have agreed to the sum paid by Nextel for such work.

Signature: _____
Print Name: _____
Title: _____
Phone Number: _____
E-mail: _____
Date: _____

In Re: CLAY COUNTY
AGREEMENT/CONTRACT # 07/08-85
(#07/08-46)

Confidential

AMENDMENT NO. 3 TO FREQUENCY RECONFIGURATION AGREEMENT

THIS AMENDMENT NO. 3 shall amend and revise that certain Frequency Reconfiguration Agreement (the "Agreement") executed on May 27, 2008, as amended, by and between Clay County, a political subdivision of the State of Florida ("Incumbent"), and Nextel South Corp., a wholly owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation ("Nextel") having an address of 2001 Edmund Halley Drive, Reston, VA 20191. Nextel and Incumbent may be referred to collectively in this Agreement as the "Parties."

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties, in accordance with the provisions of Section 25 of the Agreement, hereby agree to amend and revise the Agreement as follows:

1. That Schedule C-2 is hereby deleted and is replaced with Schedule C-3, which is attached hereto and incorporated by reference herein.
2. That Schedule D-2 is hereby deleted and is replaced with Schedule D-3, which is attached hereto and incorporated by reference herein.
3. Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of the Incumbent or Nextel.
4. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control.

In WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have duly executed this Amendment as of this 1 day of Feb 2010.

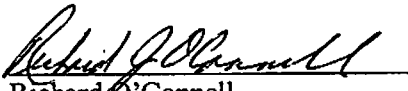
INCUMBENT:

County of Clay

a political subdivision of the State of Florida,
acting through its Board of County
Commissioners

NEXTEL:

Nextel South Corp.



Richard O'Connell,
Interim County Manager

Date: 1-18-11

By: 

Name:

WILLIAM M JENKINS

Title: AUTHORIZED SIGNATORY

SCHEDULE C - 3

800 MHZ RECONFIGURATION

COST ESTIMATE - CERTIFIED REQUEST

Request for Reconfiguration Funding

Incumbent's Name: CLAY, COUNTY OF, FL PH II

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Sprint Nextel to fund the estimated reconfiguration costs included below:

Incumbent Payment Terms: Sprint Nextel will pay Incumbent an amount not to exceed the Estimated Cost(s) for Incumbent with respect to each category of work, as set forth below. Sprint Nextel will pay Incumbent \$1,971.12 within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Sprint Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). Sprint Nextel will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

Vendor Payment Terms: Sprint Nextel will pay each Vendor an amount not to exceed the Estimated Cost(s) for that Vendor with respect to each category of work, as set forth below. Sprint Nextel will pay each Vendor within 30 days after receipt by Sprint Nextel of (A) an invoice from the Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Vendor invoice.

1. System Description: FCC license WPDC613 covers the primary system and mutual aid channels. The primary system infrastructure is a 6 site simulcast Multi-Net® system with 1 additional receive-only site, originally supplied by EF Johnson, operating in the 855-861 MHz portion of the 800 MHz band. Site capacity is 11 channels per site, with a total of 66 active channels. Channels 6 and 7 are in the post-rebanding Expansion Band and Agency has elected to remain on these frequencies in the Expansion Band, rather than relocate to the Interleaved Band.

In addition, there are two (2) Mutual Aid repeaters at the Keystone site, with voted receivers located at the Sleepy Hollow site, operating on National I-TAC / I-Call channels.

The sites are connected via a simulcast control point to an RNT3000 switch, which provides the interface between the sites and the dispatch center.

FCC license WPLP892 covers 4 additional NPSPAC channels. These channels are licensed for trunking operation, but are currently utilized for mobile-only communications. In the future these channels may be added to the Multi-Net® system to provide additional channel capacity.

Repeater resources in the trunked system are shared between Clay County Sheriffs Office (CCSO), Green Cove Springs Police Department, Clay County Fire Rescue, Orange Park Police Department, and Clay Utility Authority. Communications with State Agencies includes the

Florida Highway Patrol (FHP), Florida Fish and Wildlife Commission, and Florida Department of Law Enforcement (FDLE). All agencies are accommodated on the Florida Interoperability Network (FIN) to provide interoperability and inter-agency communications. There is also interoperability with Jacksonville Electric, Duval County, State of Florida and Alachua County.

The major system elements to be reconfigured are summarized in the table below:

	Total In System	Total Included in FRA
Base station frequencies	6	6
- Voice channels	6	6
- Home/Control channels	0	0
Repeater sites	1	1
Other sites (remote recv, BDA)	1	1
Subscriber units retuned	0	0
Subscriber units reprogrammed	241	241
Subscriber units replaced	1290	1290
Subscriber units rebanded total	1531	1531
Entities operating on the system	4	4

2. Reconfiguration Milestones: Identify the anticipated start date of the overall reconfiguration of your system (Project Start). Then, for each major reconfiguration milestone listed in the table below, provide (1) the anticipated number of days after project start date required to begin execution of the task identified, and (2) the estimated duration in number of days required to complete the task identified. As an FRA is negotiated, it is not always possible to know an actual start date for specific reconfiguration tasks. In such a case, it is acceptable to forecast an estimated start date from execution of the FRA (i.e., "contract execution + xx days") and estimate the duration of each task.

Reconfiguration Task	Start Date	# of Days After Project Start Date for Start of Task	Estimated Duration # of Days
Project Start	TBD		
Reconfiguration Planning		14	30
Reconfigure Subscriber Equipment		44	196
Reconfigure Infrastructure Equipment		240	30
System Acceptance		270	7

3. Implementation Plan: The attached Implementation Plan and associated deliverables describe the reconfiguration implementation plan resulting from funds expended under the Planning Funding Agreement dated July 16, 2007. See EF Johnson Statement of Work, attached as Exhibit C.

4. Cost Estimate:

Description of Work To Be Performed	Payee(separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)
<p>I. Subscriber Equipment Reconfiguration</p> <ul style="list-style-type: none"> • Labor - 7.1 Program Management - Subscriber Program Management (222hrs @ \$200.00 /hr = \$44,400.00) • Flight - Travel (6 @ \$875.00 /unit = \$5,250.00) • Days - Rental Car (12 @ \$75.00 /unit = \$900.00) • Days - Living (12 @ \$212.50 /unit = \$2,550.00) • Technician - 7.4 Create Subscriber Programming Files (24hrs @ \$145.00 /hr = \$3,480.00) • Logistics - 7.7 Inventory Control of Replacement Equipment - Subscriber Inv. Control (437hrs @ \$80.00 /hr = \$34,960.00) • Units = Months - Facility-Monthly rent (9 @ \$1,387.50 /unit = \$12,487.50) • Units = Months - Utilities-Monthly (9 @ \$62.50 /unit = \$562.50) • Technician - 7.9.1 Program Subscriber Equipment - Existing (241 @ \$56.25 /unit = \$13,556.25) • Technician - 7.9.1 Program Subscriber Equipment - Existing (241 @ \$56.25 /unit = \$13,556.25) • Technician - 7.9.2 Program Subscriber Equipment - New (1299 @ \$56.25 /unit = \$73,068.75) • Technician - 7.10 Setup Subscriber Equipment (1299 @ \$40.63 /unit = \$52,778.37) • Technician - 7.12.1 Install/Deploy Subscriber Equipment - Deploy New portables (717 @ \$15.63 /unit = \$11,206.71) • Technician-Standard Dash Mount - 7.12.2 Install/Deploy Subscriber Equipment - Install New Mobiles (530 @ \$200.00 /unit = \$106,000.00) • Technician-Remote Mount - 7.12.2 Install/Deploy Subscriber Equipment - Install New Mobiles (37 @ \$250.00 /unit = 	(Vendor) EFJ	\$519,811.33

<p>\$9,250.00)</p> <ul style="list-style-type: none"> • Technician-Local Control - 7.12.3 Install/Deploy Subscriber Equipment - Install New Control Stations (15 @ \$425.00 /unit = \$6,375.00) • Training Specialist - 7.13 Train-the-trainer Training (48hrs @ \$145.00 /hr = \$6,960.00) • Travel (1 @ \$875.00 /unit = \$875.00) • Rental Car (5 @ \$75.00 /unit = \$375.00) • Living (5 @ \$212.50 /unit = \$1,062.50) • Technician-remove pre-rebanding programming - 7.15 Remove Existing Programming - Reprogram Subs. Equipment (1299 @ \$56.25 /unit = \$73,068.75) • Technician-blank programming in recovered radios - 7.15 Remove Existing Programming - Reprogram Subs. Equipment (1299 @ \$36.25 /unit = \$47,088.75) 		
<ul style="list-style-type: none"> • Interoperability Planning- Radio Unit Manager (40hrs @ \$26.28 /hr = \$1,051.20) • Retune/Reprogram/Replace Determination- Radio Unit Manager (60hrs @ \$26.28 /hr = \$1,576.80) 	<p>(Incumbent) Clay County</p>	<p>\$2,628.00</p>
<p>II. Infrastructure Equipment Reconfiguration a. Infrastructure Equipment Reconfiguration Services</p> <ul style="list-style-type: none"> • Program Manager - 8.1 Infrastructure Program Management (32hrs @ \$200.00 /hr = \$6,400.00) • Travel (2 @ \$875.00 /unit = \$1,750.00) • Rental Car (8 @ \$75.00 /unit = \$600.00) • Living (8 @ \$212.50 /unit = \$1,700.00) • units - 2005 PGMR for Summit Repeaters (4 @ \$280.00 /unit = \$1,120.00) • feet - 1/2" Superflex cable (30 @ \$3.83 /unit = \$114.90) • units - Andrew LANM N-male (4 @ \$62.51 /unit = \$250.04) • lot - Infrastructure Equipment (1 @ \$236.25 /unit = \$236.25) • Technician - 8.7 Site Reconfiguration - Keystone (28hrs @ \$145.00 /hr = \$4,060.00) • Mileage - Travel (390 @ \$0.56 /unit = \$218.40) 	<p>(Vendor) EFJ</p>	<p>\$20,500.39</p>

<ul style="list-style-type: none"> • Technician - 8.7 Site Reconfiguration - Sleepy Hollow (20hrs @ \$145.00 /hr = \$2,900.00) • Mileage - Travel (180 @ \$0.56 /unit = \$100.80) • Engineer - 8.8 Acceptance of Infrastructure Reconfiguration - Acceptance Testing (6hrs @ \$175.00 /hr = \$1,050.00) 		
<ul style="list-style-type: none"> • Site Reconfiguration- Radio Unit Manager (8hrs @ \$26.28 /hr = \$210.24) 	(Incumbent) Clay County	\$210.24
<p>b. Infrastructure Equipment Reconfiguration Equipment/Software:</p> <ul style="list-style-type: none"> • Portable, black, limited keypad (557D-810-14) - Model No:242-557D-810-HA6 (638 @ \$1,925.00 /Each) • Portable, black, full keypad (557E-810-14) - Model No:242-557E-810-HA6 (79 @ \$2,124.50 /Each) • Mobile, dash-mount - Model No:242-5571-301-AAAB4 (545 @ \$2,373.00 /Each) • Mobile, remote-mount - Model No:242-5572-301-AAAB4 (37 @ \$2,817.50 /Each) • Speaker Microphone (16 ohm) - Model No:589-0015-052 (87 @ \$112.50 /Each) • Spare Battery - Model No:587-5100-360 (459 @ \$75.00 /Each) • Charger Kit, 120 Volt - Model No:250-5100-230 (693 @ \$112.50 /Each) • 4 Unit Charger Kit, 120 Volt - Model No:250-5100-240 (20 @ \$412.50 /Each) • Leather case with D swivel - Model No:585-5100-122 (62 @ \$52.50 /Each) • Leather 3" belt loop with D swivel mount - Model No:585-5100-132 (2 @ \$11.25 /Each) • Radio programming cable - Model No:023-5100-920 (13 @ \$90.00 /Each) • PCConfigure programming software - Model No:023-9993-488 (3 @ \$262.50 /Each) • Amplified Speaker Microphone - Model No:589-0015-053 (390 @ \$344.60 /Each) • Public Safety Speaker Microphone - Model No:589-0015-058 (9 @ \$198.75 /Each) • Vehicular Travel Charger - Model No:585-5100-260 (11 @ \$90.00 /Each) • Nylon case with D-swivel belt loop - Model 	(Vendor) EFJ	\$3,201,533.52

- No:585-5100-125 (7 @ \$45.00 /Each)
- Porta-Clip - Model No:/NPN (254 @ \$27.69 /Each)
 - Setcom CE-2MZ2 helmet interface - Model No:/NPN (14 @ \$523.08 /Each)
 - Temco BM8-TJ interface - Model No:/NPN (29 @ \$538.46 /Each)
 - Earphone for speaker microphone - Model No:589-5100-057 (10 @ \$52.50 /Each)
 - Multi-Net encryption (DES) - Model No:/NPN (33 @ \$1,006.62 /Each)
 - Ascend RPI box - Model No:023-5300-000 (7 @ \$208.50 /Each)
 - Ascend radio programming cable - Model No:023-5300-005 (13 @ \$74.25 /Each)
 - PCConfigure programming software - Model No:023-9998-488 (1 @ \$262.50 /Each)
 - Ascend Remote Head Kit - Model No:250-5300-001 (7 @ \$749.25 /Each)
 - Multi-Net encryption (DES) - Model No:/NPN (2 @ \$1,006.62 /Each)
 - Desktop Microphone - Model No:589-0012-021 (25 @ \$86.25 /Each)
 - Power supply 15 Amp 120 Volt - Model No:585-4001-202 (15 @ \$221.25 /Each)
 - Remote Control cable (dB15) - Model No:597-2002-249 (37 @ \$141.32 /Each)
 - Custom application cable (dB25) - Model No:597-2002-245 (22 @ \$150.00 /Each)
 - Portable, black limited keypad (557D-810-14) - Model No:242-557D-810-HA6 (6 @ \$1,925.00 /Each)
 - Portable, black, full keypad (557E-810-14) - Model No:242-557E-810-HA6 (1 @ \$2,124.50 /Each)
 - Mobile, dash-mount - Model No:242-5571-301-AAAB4 (6 @ \$2,373.00 /Each)
 - Mobile, remote-mount - Model No:242-5572-301-AAAB4 (1 @ \$2,817.50 /Each)
 - Speaker Microphone (16 ohm) - Model No:589-0051-052 (3 @ \$112.50 /Each)
 - Spare Battery - Model No:587-5100-360 (2 @ \$75.00 /Each)
 - Charger Kit, 120 Volt - Model No:250-5100-230 (2 @ \$112.50 /Each)
 - Portable - Model No:Freight (724 @ \$5.31 /Each)
 - Mobile - Model No:Freight (589 @ \$13.13

<ul style="list-style-type: none"> • /Each) • Portable accessory - Model No:Freight (2096 @ \$1.88 /Each) • Mobile accessory - Model No:Freight (30 @ \$1.88 /Each) • Control station accessory - Model No:Freight (99 @ \$1.88 /Each) 		
<p>III. Professional Services Costs</p> <ul style="list-style-type: none"> • ACD for Clay County (320) hrs @ \$225 (this is 32 hrs per month for 10 months) includes: (320hrs @ \$225.00 /hr = \$72,000.00) <p>Analysis of testing & implementation of new channels and system Perform licensing work for new NPSPAC channels Direct the ACD project team Project lead for status meetings, conference calls, problem & conflict resolution Provide management reports to Clay County PM Provide management reports to TA Liaise with FCC, TA, Sprint, Clay Co, EF Johnson and Outside Counsel</p> <ul style="list-style-type: none"> • Travel for ACD Telecom Consultant / Project Manager (ACDCP) (6 @ \$800.00 /unit = \$4,800.00) 	<p>(Vendor) ACD</p>	<p>\$76,800.00</p>
<p>IV. Contracts and Legal Costs</p> <ul style="list-style-type: none"> • Legal advice/Contract Review (12hrs @ \$92.00 /hr = \$1,104.00) 	<p>(Incumbent) Clay County</p>	<p>\$1,104.00</p>
<ul style="list-style-type: none"> • Legal Fees to Negotiate and EFJ Rebanding Agreement (40hrs @ \$415.00 /hr = \$16,600.00) 	<p>(Vendor) Keller and Heckman</p>	<p>\$16,600.00</p>
<p>Amendment - 1 (Previous)</p>		
<p>Description of Work To Be Performed</p>	<p>Payee</p>	<p>Estimated Cost(s)</p>
<p>I. Subscriber Equipment Reconfiguration</p> <ul style="list-style-type: none"> • Technician - Program new radios (21 @ \$56.25 /unit = \$1,181.25) • Technician - Setup Subscriber Equipment (21 @ \$40.63 /unit = \$853.23) • Technician - Deploy portables (19 @ \$15.63 /unit = \$296.97) • Technician - Install Dash mount Radio (2 @ \$200.00 /unit = \$400.00) • Technician - remove pre-rebanding programming (21 @ \$56.25 /unit = 	<p>(Vendor) EFJ</p>	<p>\$4,836.82</p>

<p>\$1,181.25)</p> <ul style="list-style-type: none"> • Technician - blank programming in recovered radios (21 @ \$36.25 /unit = \$761.25) • Frieght - Portable (19 @ \$5.31 /unit = \$100.89) • Freight - Mobile (2 @ \$13.13 /unit = \$26.26) • Freight - Portable Accessory (19 @ \$1.88 /unit = \$35.72) 		
<p>b. Infrastructure Equipment Reconfiguration Equipment/Software:</p> <ul style="list-style-type: none"> • Portable, black, limited keypad (557D-810-14) - Model No:242-557D-810-HA6 (19 @ \$1,925.00 /Each) • Mobile, dash-mount - Model No:242-5571-301-AAAB4 (2 @ \$2,373.00 /Each) • Spare battery - Model No:567-5100-362 (19 @ \$75.00 /Each) • 4-bay Charger/Conditioner - Model No:250-5100-365 (2 @ \$412.50 /Each) • Single Unit Charger - Model No:250-5100-315 (3 @ \$112.50 /Each) • Firecom headset interface for EFJ 5100 Portable - Model No:HH-55X (110-3106-10) (2 @ \$269.00 /Each) • Firecom headset Interface for EFJ Mobile (mic) (110-5128-30) - Model No:110-5128-30 (2 @ \$389.00 /Each) • EFJ RPI Box - Model No:023-5300-001 (1 @ \$208.50 /Each) • Speaker Mic - Model No:589-0015-052 (3 @ \$112.50 /Each) • Metal holster (Porta-Clip) - Model No:GEJ Belt Clips (2 @ \$27.69 /Each) 	<p>(Vendor) EFJ</p>	<p>\$45,825.88</p>
<p>Amendment - 2 (Previous)</p>		
<p>Description of Work To Be Performed</p>	<p>Payee</p>	<p>Estimated Cost(s)</p>
<p>I. Subscriber Equipment Reconfiguration</p> <ul style="list-style-type: none"> • Freight - Portable (4 @ \$5.31 /unit = \$21.24) • Freight - Accessories (199 @ \$1.88 /unit = \$374.12) • Technician - Program new radios (4hrs @ \$56.25 /hr = \$225.00) • Technician - Setup Subscriber Equipment (4hrs @ \$40.63 /hr = \$162.52) 	<p>(Vendor) EFJ</p>	<p>\$4,045.40</p>

<ul style="list-style-type: none"> • Technician - Deploy portables (4hrs @ \$15.63 /hr = \$62.52) • Program Manager (16hrs @ \$200.00 /hr = \$3,200.00) 		
<p>b. Infrastructure Equipment Reconfiguration Equipment/Software:</p> <ul style="list-style-type: none"> • Amplified Speaker Microphone - Model No:589-0015-053 (-390 @ \$344.60 /Each) • Speaker Microphone (16 ohm) - Model No:589-0015-052 (390 @ \$112.50 /Each) • Ascend ES portable, M2, MN, P25 - Model No:242-557D-810-HQ6 (4 @ \$1,925.00 /Each) • Speaker Microphone (16 ohm) - Model No:589-0015-052 (9 @ \$112.50 /Each) • Spare Battery - Model No:587-5100-362 (141 @ \$75.00 /Each) • Charger Kit, 120 Volt - Model No:250-5100-315 (6 @ \$112.50 /Each) • 4-Unit Charger Kit, 120 Volt - Model No:250-5100-365 (1 @ \$562.50 /Each) • ITECH - IQ5 BA4015 Cup (5 @ \$90.50 /Each) • Raytheon cable 5961-281130-15 (2 @ \$305.33 /Each) • Public Safety Speaker Microphone - Model No:589-0015-058 (7 @ \$198.75 /Each) • Porta-Clip holster for Ascend portable (4 @ \$27.69 /Each) • Temco HG30CP-TJ Tactical Headset (11 @ \$520.51 /Each) • Ascend RPI box - Model No:023-5300-000 (1 @ \$208.50 /Each) • Ascend Remote Head Kit - Model No:250-5300-001 (10 @ \$750.00 /Each) • Desktop Microphone - Model No:589-0012-023 (2 @ \$360.00 /Each) • Charger Kit, 120 Volt - Model No:250-5100-315 (17 @ \$112.50 /Each) • Porta-clip holster for Ascend portable (6 @ \$27.41 /Each) • Speaker Microphone - Model No:589-0015-052 (10 @ \$112.50 /Each) 	<p>(Vendor) EFJ</p>	<p>(\$50,072.76)</p>
<p>III. Professional Services Costs</p> <ul style="list-style-type: none"> • Additional time to negotiate change order (6hrs @ \$225.00 /hr = \$1,350.00) 	<p>(Vendor) ACD</p>	<p>\$1,350.00</p>

IV. Contracts and Legal Costs <ul style="list-style-type: none"> Additional Legal Fees to negotiate change order (8hrs @ \$415.00 /hr = \$3,320.00) 	(Vendor) Keller and Heckman	\$3,320.00
Amendment - 3 (New)		
Description of Work To Be Performed	Payee	Estimated Cost(s)
I. Subscriber Equipment Reconfiguration Subscriber Services Descoped <ul style="list-style-type: none"> Technician - Program new radios (-32 @ \$56.25 /unit = (\$1,800.00)) Technician - Setup Subscriber Equipment (-32 @ \$40.63 /unit = (\$1,300.16)) Technician - Deploy portables (-4 @ \$15.63 /unit = (\$62.52)) Technician - Install Dash mount Radio (-13 @ \$200.00 /unit = (\$2,600.00)) Technician - Install Remote Mount (-15 @ \$250.00 /unit = (\$3,750.00)) Technician - remove pre-rebanding programming (-28 @ \$56.25 /unit = (\$1,575.00)) Technician - blank programming in recovered radios (-28 @ \$36.25 /unit = (\$1,015.00)) 	(Vendor) EFJ	(\$12,102.68)
b. Infrastructure Equipment Reconfiguration Equipment/Software: <ul style="list-style-type: none"> Portable, black, full keypad (557E-810-14) - Model No:242-557E-810-HA6 (-1 @ \$2,124.50 /Each) Portable, black, limited keypad (557D-810-14) - Model No:242-557D-810-HA6 (-3 @ \$1,925.00 /Each) Mobile, dash-mount - Model No:242-5571-301-AAAB4 (-13 @ \$2,373.00 /Each) Mobile, remote-mount - Model No:242-5572-301-AAAB4 (-15 @ \$2,817.50 /Each) Leather case with D swivel - Model No:585-5100-14004 (-44 @ \$52.50 /Each) Leather 3" belt loop with D swivel mount - Model No:585-5100-132 (-2 @ \$11.25 /Each) Vehicular Travel Charger - Model No:585-5100-260 (-2 @ \$90.00 /Each) Nylon case with D-swivel belt loop - Model No:585-5100-125 (-6 @ \$45.00 /Each) 	(Vendor) EFJ	(\$85,415.24)

<ul style="list-style-type: none"> • Sctcom CE-2MZ2 helmet interface - Model No:NPN (-3 @ \$523.08 /Each) • Earphone for speaker microphone - Model No:589-5100-057 (-1 @ \$52.50 /Each) 		
Amended Cost Totals:		
Clay County	Incumbent	\$3,942.24
EFJ	Vendor	\$3,648,962.66
ACD	Vendor	\$78,150.00
Keller and Heckman	Vendor	\$19,920.00
Total Estimated Costs		\$3,750,974.90

Certification

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds requested above are the minimum necessary to provide Incumbent reconfigured facilities comparable to those presently in use in a manner that is reasonable, prudent and timely. If applicable, Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs listed on Schedule C-3 are comparable to costs that vendor previously charged Incumbent for similar work.

Signature: *Richard J. O'Connell*
 Print Name: Richard J. O'Connell
 Title: INTERIM COUNTY MANAGER
 Phone Number: (904) 284-6387
 E-mail: RICHJ.O'CONNELL@CO.CLAY.FL.US
 Date: 1-18-11

SCHEDULE D - 3**CLAY, COUNTY OF, FL PH II****Replaces Previous Schedule D-2****2) Replacement Equipment (provided by Nextel)**

Quantity	Manufacturer	Description	Model Number	New/Used
2		800 MHz Multi-Net Receiver tuned to 806.0125 MHz	023-3039-580	Used
2		800 MHz Multi-Net Receiver tuned to 807.5125 MHz	023-3039-580	Used
1	Telewave	5 Ch. Combiner pre-tuned	M-101-860-5TRM	Used

3) Replaced Equipment (to be delivered to Nextel prior to Closing)

Quantity	Manufacturer	Description	Model Number
1	Wacom	2 Ch. Combiner	
4	EF Johnson	Receivers	023-3039-580
41	EF Johnson	Portable, Avenger, limited keypad	8160-1xx
2	EF Johnson	Portable, Viking, limited keypad	856x-x15
3	EF Johnson	Portable, Viking, full keypad	856x-x16
564	EF Johnson	Portable, Viking, limited keypad	858x-x15
72	EF Johnson	Portable, Viking, full keypad	858x-x16
1	EF Johnson	Mobile, dash mount	86xx
459	EF Johnson	Mobile, Summit, dash mount	9753 /9755
2	EF Johnson	Mobile, Summit, dash mount + 2nd control head	9753 / 9755
35	EF Johnson	Mobile, Summit, remote mount	9754 /9756
20	EF Johnson	Mobile, dash mount	9883
14	EF Johnson	Control station, Summit, no remote control	9753 / 9755
1	EF Johnson	Control station, no remote control	9883
22	EF Johnson	Summit mobiles in vehicular repeaters	9753 / 9755
2	EF Johnson	Avenger speaker microphone (amplified)	589-0045-040
8	EF Johnson	Avenger spare battery	587-8150-135
38	EF Johnson	Avenger charger	585-5020-020
2	EF Johnson	Avenger Metal holster	/NPN
5	EF Johnson	Avenger Programming Cable	597-2002-122
390	EF Johnson	Viking Speaker Microphone (amplified)	589-0015-027
75	EF Johnson	Viking Speaker Microphone	589-0015-020
9	EF Johnson	Viking public safety speaker microphone	589-0015-0015
451	EF Johnson	Viking spare battery	587-8565-171
634	EF Johnson	Viking Charger (later model)	239-5800-476
1	EF Johnson	Viking 6 unit charger (earlier model)	239-5800-300
19	EF Johnson	Viking 5 Unit Charger (later model)	239-5800-400
11		Innotech Vehicular Charger	/NPN
62	EF Johnson	Viking leather case (with D swivel)	023-8560-125

2	EF Johnson	Viking Belt Loop with D Swivel	023-8790-130
252	EF Johnson	Viking Metal Holster	/NPN
7	EF Johnson	Viking Nylon Holster	/NPN
8	EF Johnson	Viking Programming Cable	023-5810-011
3	EF Johnson	Viking Programming Software	023-9998-192
33	EF Johnson	Multi-Net encryption (DES)	/NPN
14	Setcom	Setcom CE-2JM helmet interface	/NPN
29	Temco	Temco BM8 swat helmet interface	/NPN
10		Over-ear single ear headset with boom mic	/NPN
1	EF Johnson	86xx Programming Cable	597-2002-200
1	EF Johnson	86xx Programming Software	023-9998-192
7	EF Johnson	97xx RPI Programming Box	023-9800-000
7	EF Johnson	97xx Programming Cable	023-9750-005
5	EF Johnson	Summit Remote Head Kit	023-9701-002
5	EF Johnson	98xx Programming Cable	597-2002-200
2	EF Johnson	Multi-Net encryption (DES)	/NPN
24	EF Johnson	97xx Desk Microphone	250-0742-011
14	EF Johnson	97xx Power Supply, 11 Amp, 115 Volt	585-4001-201
1	EF Johnson	98xx Desk Microphone	250-0742-010
1	EF Johnson	98xx Power Supply, 10 Amp, 120 Volt	/NPN
4		Knob Nut	131723115
10		Swivel Collar	150900280
27		Quick Select Star Washer	150900305
9		Battery Contact	162211031
3		LED Holder	172224315
5		Ground Potentiometer	172224320
4			172224467
10		Microphone Protector	181132130
2		Grill Cloth	181132135
1		Gasket	181136108
6		8160 Knob	223906208
12		Knob (8160)	223906210
3		PTT Switch	223906475
2		MultiNet Receiver	233039580
3		Accessory Connector Kit	235810109
4		VC08560	238560300
8		Synthizer 8560	238560350
7		Doubler Module	238560430
11		RF Amp Module	238560500
8		IF Module	238560520
9		Data Filter/RX Audio Mod.	238560550
2		TX Audio	238560600
8		Antenna Switch	238585450
19		Logic Board (Viking)	238585810
2		VCO (Summit)	239650911
64		Viking Belt Clip	2505810128
8		Charger Plate Insert	320757233
3		DTMF Front Cover	320757503
6		Front Cover	320757507
6		Back Cover	320757515
8		Accessory Connector Cover	320757570

6		PTT Cover	320757590
29		Knob	320757800
12		Channel Knob	320757810
1			320757917
11		Emergency Switch Cap Button	320757921
1		Keypad DTMF	320757935
6		Keypad 5 Key	320757940
3			320792007
28		Volume Knob (Mobile)	320792010
3			320792068
6		Plug Option	320792075
1		Front Lens Panel	329792034
2		Flex Circuit	358560080
5		Flex Circuit	358560150
4			358560430
2		Flex Circuit	358585240
3		Flex Circuit	359650150
2		Antenna Connector (8585)	1420801421
3			1870103175
2		18 Pf Capacitor	5100020180
4		20 Pf Capacitor	5100020200
12		Capacitor 6.8 MFD	5102628689
9		100 Pf Capacitor	5103601101
5		Capacitor	5103605224
23		.047 Capacitor	5103606473
17		12 Pf Capacitor	5103614120
9			5103615150
7			5103615390
8		6.8 Pf Capacitor	5103615689
17		15 Pf Capacitor	5103663150
2		5.1 Pf Capacitor	5103663519
2		6.2 Pf Capacitor	5103663629
5		7.5 pF capacitor	5103663759
1		4.5 Pf Capacitor	5121008001
2		13 Position Receptacle	5151009025
2		Connector SFMT 1F	5157111283
2		Elastomnic Connector	5159900001
6			5159900002
5		Bead Ferrite	5172503010
7		TCXO (17.5 MHz)	5187009521
1		TCXO Module	5187014836
8		TCXO	5187014837
2		TCXO 17.5 MHz	5187117500
1		Crystal	5210008001
2		Crystal	5211003579
2		Crystal	5211004000
2		1.5 Amp. Rectifier	5230013201
2		Diode	5230519031
4		Pin Switching Diode	5231504001
4		Switching Diode	5231504002
2		Varicap	5231504014
2		HC Diode	5231504016

2		Switching Diode	5231504017
2		Diode	5231504022
3		Switching Diode	5231504023
2		Anode Diode	5231504024
2		Pin Diode	5231504032
2		Diode	5232016150
1		18 V Zener	5232016180
4		Semiconductor	5232016220
2		3.0 V Zener	5232016399
4		6.2 Zener	5232016629
6		Suppressor	5232906001
4		44.9625 MHz Crystal	5320009005
2		52.95 MHz Filter	5320009009
2		52.95 MHz Filter	5320009010
2		807 MHz Filter	5322006011
4		Filter 450 KHz	5322006032
2		860 MHz Filter	5322007011
12		Fuse 2 Amp	5340009020
12		Fuse 4 Amp	5340009040
3		Fuse	5345001002
7		Fuse	5345001009
5		0.9 Ohm Inductor	5421012008
4		Inductor	5421012010
2		.030 Ohm Inductor	5429000307
2		.022 Ohm Inductor	5429001227
2		.220 Ohm Inductor	5429001228
2		.039 Ohm Inductor	5429001397
2		.39 Ohm Inductor	5429001398
2		4.7 Ohm Inductor	5429001479
2		Volume Control	5440004208
2		Regulator	5442003027
4		Regulator	5442003067
2		Sensor	5442003074
4		Regulator	5442003079
2		Regulator	5442003081
5		SND Amplifier	5442004002
7		20 Watt Amplifier	5442006018
10		OP Amplifier	5442019004
2		OP Amplifier (Dual)	5442019013
2		OP Amplifier J FET	5442019017
2		OP Amplifier	5442020014
2		OP Amplifier (Quad)	5442020017
3		FM Receiver	5442026016
2		LCD Control	5442027010
2		Converter	5442034003
4		UI Charger	5442039001
2		Regulator	5442603039
2		Buffer Drain	5443016050
7		Synthizer	5443016058
4		Analog Switch	5443016066
1		Shift Register	5443016094
2		Buffer Drain	5443716906

2		Latch	5443766573
3		DF-FC OCTAL	5443766574
2		Analog Switch	5443767016
4		Prescaler	5443954019
2		Prescaler	5443954021
1		2 Watt Power Amp	5444001038
4			5444001043
11		PA Module U500 (Old)	5444001047
1		Power Amplifier Mod.	5444001048
1		DTMF Generator	5444005008
2		LLC XLUR	5445001329
5		E Prom	5445001410
2		Static Ram	5445002115
4		Microprocessor	5445011301
2		E Prom 128K	5445011589
2		Logic	5449017005
10		Red LED	5494001035
2		Red LED	5494001035
2		LCD Light Green	5494001142
2		LED Green	5494001145
2		LED Green	5494003011
2		LED Red	5494101001
4		LLD	5494501010
6		LCD Display	5494501019
11		Bezel	5598560012
2		Label	5599001310
2		Label	5599001330
9		On/Off Volume Control	5620018061
8		Mod Balance Potentiometer	5620115204
2		10K Ohm Potentiometer	5620116103
2		R522 Potentiometer	5620116104
2		1 Ohm Potentiometer	5620130102
2		220 Ohm Potentiometer	5620130224
1		Capacitor	5620130474
11		Charger Feet	5741006002
10		Cover Gasket	5743002039
5		Screws	5751604006
6		Set Screw	5759922001
11		NPN Amplifier	5760001300
2		Transistor	5760002021
1		PNP to 220	5760002057
2		PNP 6 Amplifier	5760002603
2		PNP Amplifier	5760003808
4		NPN Amplifier	5760003610
8		PNP Switching Diode	5760003612
4		Transistor	5760003613
9		NPN Amplifier	5760003616
2		NPN Amplifier	5760003618
2		PNP DIG SOT 23	5760003621
8		NPN Digital	5760003626
6		NPN Amplifier	5760003628
4		PNP Amplifier	5760003634

3		PNP Amplifier	5760003650
4		Transistor	5760003657
2		NPN Amplifier	5760003658
2		NPN Amplifier	5760003659
4		NPN Amplifier	5760004805
3		NPN Amplifier	5760004817
4		FET	5760006020
2		W Channel MOSFET	5760006114
2		FET	5760006301
2		Darlington Amplifier	5760007011
3		PTT Switch	5831004031
2		Switch 858x	5832009042
3		Switch Rotary	5832042001
1		Emergency Switch	5834005005
5		Switch BD	5839508002
3		800 MHz Antenna (8160)	5855000053
1		Belt Clip	5855000054
1			5879650002
2		Microphone	5890301003
5		Speaker	5891012006
4		Speaker	5891015003
6			5966400015
6			5969260001
1			5972002230
3			232002266
		Amendment #1 (previous)	
19		Viking Portable Radio	Viking
1		Summit Mobile Radio	Summit
1		Summit Dash Mobile Radio	Summit
19		Spare battery	Batter
2		4-bay Charger/Conditioner	Charger / Conditioner
3		Single Unit Charger	Charger
2		Firecom headset interface for Viking Portable	Headset
2		Firecom headset Interface for EFJ Mobile 9800	Headset
1		EFJ RPI Box	RPI Box
3		Speaker Mic	Microphone
2		Metal holster (Porta-Clip)	Holster
		Amendment #2 (previous)	
2		Portable, Viking, DTMF (each with multinet encryption)	Viking (858x)
2		Portable, Viking, non-DTMF (each with multinet encryption)	Viking (858x)
8		Viking Speaker Microphone	589-0015-027
1		Viking Speaker Microphone	Microphone
141		Viking Battery	587-8565-171
5		Viking/Avenger Single Unit Charger	Charger
1		Viking 5-unit Charger	Charger
5		ITECH IQ5 Avenger/Viking Charging Cups	Charging Cups
2		Raytheon ACU to Viking Cable	Cable
7		Public Safety Speaker Microphone	589-0015-0015

4		Porta-clip radio holster	Holster
5		Temco SWAT Headset for Viking	Headset
6		Military style headset for Viking	Headset
1		Summit RPI box	023-9800-000
10		Summit Remote Control Head	023-9701-002
2		Summit Desktop Microphone	250-0742-011
1		Miscellaneous Spare Parts	Spare Parts
Amendment #3 (New)			
-1	EF Johnson	Portable, Viking, full keypad	856x-x16
-3	EF Johnson	Portable, Viking, limited keypad	858x-x15
-13	EF Johnson	Mobile, Summit, dash mount	9753 /9755
-15	EF Johnson	Mobile, Summit, remote mount	9754 /9756
-44	EF Johnson	Viking leather case (with D swivel)	023-8560-125
-2	EF Johnson	Viking Belt Loop with D Swivel	023-8790-130
-2		Innotech Vehicular Charger	/NPN
-6	EF Johnson	Viking Nylon Holster	/NPN
-3	Setcom	Setcom CE-2JM helmet interface	/NPN

Budget/Finance Committee

Approval : 15.

Date: 11/14/2011

Submitted For: County Manager **Submitted By:** Jennifer Bethelmy, Human and Natural Resources

Department: Administration **Division:** County Manager

Information

Subject

Present and discuss reorganization plan for the BCC County Manager staff.
Approval to amend the Clay County Administrative Code to reflect changes.
