

**IN RE: CLAY COUNTY AGREEMENT/CONTRACT #92/93-171  
TECHNICAL CONSULTING SERVICES AGREEMENT  
ADDENDUM NO. 45  
CLAY COUNTY**

This **ADDENDUM**, made and entered into this \_\_\_\_\_ day of September 2025, by mutual agreement of the parties hereto, is made a part of Technical Consulting Agreement No. 92/93-171 dated September 28, 1993, as amended, by and between Clay County (OWNER) and Jones Edmunds & Associates, Inc. (ENGINEER), and by being made a part of said Agreement is therefore subject to the conditions and considerations contained therein, unless otherwise provided herein.

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

The maximum compensation authorized by this **ADDENDUM** is **\$211,000**. Compensation for these services shall be in accordance with the attached hourly rates, expense voucher, and billing information.

The Standard Addendum to All Contracts and Agreements is attached to this **ADDENDUM** and incorporated herein.

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

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

ENGINEER:  
JONES EDMUNDS & ASSOCIATES, INC.

OWNER:  
CLAY COUNTY

By: Stanley F. Ferreira, Jr.  
Stanley F. Ferreira, Jr. (Aug 11, 2025 15:14:49 EDT)  
Stanley F. Ferreira, Jr., PE  
President & CEO

By: \_\_\_\_\_  
Betsy Condon  
BOCC Chair

ATTEST

ATTEST

Linda Lyles  
Linda S. Lyles  
Contracts Specialist

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

August 11, 2025  
Date

\_\_\_\_\_  
Date

# TECHNICAL CONSULTING SERVICES AGREEMENT

## ADDENDUM NO. 45

### CLAY COUNTY LANDFILLS PERMIT COMPLIANCE SERVICES

## WORKSCOPE

### PERMITS

The Florida Department of Environmental Protection (FDEP) permits associated with this Workscope and Fee Estimate are listed below.

| Site  | Permit No.     | Issue or Effective Date | Renewal / Expiration Date                |
|---|----------------|-------------------------|--|
| Rosemary Hill Solid Waste Management Facility (SWMF)  | 179045-009-SF  | June 28, 2016           | April 28, 2026<br>June 28, 2026          |
| Rosemary Hill SWMF Waste Tire   | 0155272-005-WT | September 25, 2024      | July 26, 2034<br>September 25, 2034      |
| Rosemary Hill SWMF National Pollutant Discharge Elimination System (NPDES) Multi-Sector General Permit (MSGP) | FLR05C249-005  | September 13, 2020      | September 10, 2025<br>September 12, 2025 |

### OVERVIEW

Jones Edmunds presents this Workscope and Fee Estimate to assist Clay County from October 1, 2025 through September 30, 2026 (Fiscal Year 2026) with permit-compliance services and other tasks related to the above-referenced FDEP permits.

FDEP has released the Camp Blanding, Doctors Inlet, Keystone Heights, and Long Bay Landfills from further solid-waste permitting, financial-assurance requirements, and long-term-care monitoring requirements.

Tasks A through K describe project permit requirements and other needs of the County.

#### TASK A – ROSEMARY HILL SWMF

This task includes field sample collection, laboratory analyses, data-management, and reporting for:

- 2026 First Semiannual Event: Two background wells, seven compliance wells, six surface water stations, and QA/QC samples.
- 2026 Second Semiannual Event: Two background wells, seven compliance wells, six surface water stations, and QA/QC samples.

## **TASK B – LANDFILL INSPECTIONS**

This task includes landfill inspections at the five Clay County landfill facilities:

- Monthly landfill inspections at the Rosemary Hill SWMF.
- Quarterly landfill inspections at the Camp Blanding, Doctors Inlet, Keystone Heights, and Long Bay Landfills.

## **TASK C – LANDFILL GAS MONITORING**

This task includes landfill gas monitoring events at the Rosemary Hill SWMF:

- Monthly landfill gas monitoring events for landfill gas concentrations associated with GP-10 and structures at the southeast side of the Class I Expansion Landfill.
- Quarterly landfill gas monitoring events for the entire landfill gas monitoring network and structures as required by the FDEP Permit.

Quarterly reports including the monthly landfill gas monitoring data will be prepared for the Rosemary Hill SWMF.

## **TASK D – ANNUAL FINANCIAL ASSURANCE COST ESTIMATES**

FDEP requires long-term-care cost estimates to be updated annually. Recalculated estimates are required every 5-years or at permit renewal; inflation factor estimates are acceptable during the remaining years. We will prepare and submit the following cost estimates to FDEP:

- Rosemary Hill SWMF – Class I Expansion Landfill
  - 2026 – Recalculated Estimate with permit renewal.
- Rosemary Hill SWMF – Class III Expansion Landfill
  - 2026 – Recalculated Estimate with permit renewal.

For the Rosemary Hill SWMF, the previous recalculated estimates were completed in 2021 and are due with permit-renewal in 2026.

## **TASK E – TECHNICAL REPORT, STABILIZATION REPORT, AND LONG-TERM-CARE PLAN UPDATE**

For the Rosemary Hill SWMF, a Technical Report, Stabilization Report, and Long-Term-Care Plan update are due with permit-renewal in 2026.

## **TASK F – ROSEMARY HILL SWMF NPDES COMPLIANCE**

The Rosemary Hill SWMF’s NPDES Multi-Sector General Permit (MSGP) expires September 12, 2025, and will be renewed under the previous Addendum 44. During Fiscal Year 2026, the following tasks will be required related to the facility NPDES requirements:

- Calendar-year 2026 (Year 2 of the MSGP) monitoring period analytical sampling, laboratory analyses, and data-management for the stormwater outfalls during three quarters of 2026 (First, Second, and Third Quarters 2026).

- The Discharge Monitoring Reports (DMRs) for the 2026 analytical sampling are not required until March 31, 2027 and will be prepared under a future Addendum.
- Conduct one on-site annual compliance evaluation review/training with site managers to review information for updating the Stormwater Pollution Prevention Plan (SWP3) and Spill Prevention Control and Countermeasures Plan (SPCC) documents. A site inspection of the landfill will also be conducted.
- Update and recertify the SWP3 and SPCC documents for calendar year 2025. The documents will be reviewed and certified by a Professional Engineer.
- Assisting the County with other SWP3- and SPCC-related requirements.

## **TASK G – ROSEMARY HILL SWMF LEACHATE SYSTEM ASSISTANCE**

At the Rosemary Hill SWMF, the two leachate tanks require inspection once every three years. The leachate tanks were cleaned and inspected in 2024 and no services are required during Fiscal Year 2026.

At the Rosemary Hill SWMF, the leachate collection pipe system requires inspection or cleaning once every five years. The system was cleaned in 2023 and no services are required during Fiscal Year 2026.

Other support issues are occasionally required for the leachate system. We have included fees for general support issues and replacement of the leachate system electrical panel in the Materials Recovery Facility building.

## **TASK H – PERMIT RENEWALS OR PERMIT MODIFICATIONS**

The following permit renewals or permit modifications are required during Fiscal Year 2026 for the Rosemary Hill SWMF:

- The permit for the Rosemary Hill SWMF Waste Tire Collection Center was renewed under Addendum 43 and no services are required during Fiscal Year 2026.
- The MSGP NPDES permit was renewed under Addendum 44 and no services are required during Fiscal Year 2026.
- The solid-waste long-term-care permit for the Rosemary Hill SWMF expires June 28, 2026 and must be renewed by April 28, 2026. Fee is included to prepare and submit the permit-renewal application to FDEP.

## **TASK I – SOLID WASTE CONSULTING ASSISTANCE**

Jones Edmunds has historically helped the County with various solid waste consulting needs for items not specifically related to the other task items above. This Workslope and Fee Estimate includes a general fee to assist the County with these miscellaneous tasks as needed.

If these services are not needed or conducted, the fee related to this work will be made available for other needs of this project and the County.

## **TASK J – MAINTENANCE OF MONITORING DEVICES**

The landfill gas monitoring wells, groundwater monitoring wells, and other monitoring devices at the Rosemary Hill SWMF require periodic repairs and/or maintenance. We have included a small fee for these services during Fiscal Year 2026.

## **TASK K – CONTINGENCY**

This Workscope and Fee Estimate includes a contingency fee of \$15,000 to provide other services as needed. Contingency items may include:

- Resampling or confirmatory sampling of routine compliance monitoring events.
- Assisting with minor groundwater-contamination issues that may arise at the Rosemary Hill SWMF.
- Assisting with other minor miscellaneous environmental or solid waste issues.

If these services are not needed or conducted, the fee related to this work will be made available for other needs of this project and the County.

## **EXCLUSIONS AND CONDITIONS**

All work included in this Addendum is specifically listed in this Workscope. The following are specific exclusions and conditions of this Workscope and Fee Estimate:

- Significant contamination assessment actions are not currently required at the Rosemary Hill SWMF.
- Additional groundwater or surface water monitoring required by FDEP may require additional fees.
- Work related to these permits or regulatory requirements are excluded:
  - Rosemary Hill SWMF – Source-Separated Organics Processing Facility Registration (Yard Trash).
  - Pre-Authorization for Disaster Debris Management Sites.
  - Annual Tier 2 Registration.
- Needs not specifically listed in this Workscope may require additional fees.

## **COMPENSATION AND INVOICING**

The Fee Estimate amounts shall be available for all events/tasks under the total Workscope of this project. Individual event/task fee estimates in this Workscope are estimates only. Project invoicing shall be compared relative to “Total for Addendum 45” and not individual event/task fee estimates.

The Paying Agent is the agent of the County to whom we will submit invoices. For the purposes of this Agreement, the Paying Agent shall be Clay County Comptroller’s office. Invoices shall be sent to the Paying Agent by Email at [invoices@clayclerk.com](mailto:invoices@clayclerk.com) or U.S. Mail at Clay County BOCC PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to Milton Towns, Clay County Environmental Services, Director.

## ATTACHMENTS

- Fee Estimate
- CY 2025-2026 Standard Labor Rates
- Equipment Rental and Supply Expense Voucher
- Billing Information
- Standard Addendum to All Contracts and Agreements

**TECHNICAL CONSULTING SERVICES AGREEMENT - ADDENDUM 45  
CLAY COUNTY LANDFILLS PERMIT COMPLIANCE SERVICES**

**FEE ESTIMATE**

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|   |            |
|---|------------|
| A. Rosemary Hill SWMF   | \$ 52,000  |
| B. Landfill Inspections   | \$ 16,000  |
| C. Landfill Gas Monitoring  | \$ 16,000  |
| D. Annual Financial Assurance Cost Estimates                              | \$ 5,000   |
| E. Technical Report, Stabilization Report, and Long-Term-Care Plan Update | \$ 17,000  |
| F. Rosemary Hill SWMF NPDES Compliance                                    | \$ 15,000  |
| G. Rosemary Hill SWMF Leachate System Assistance                          | \$ 40,000  |
| H. Permit Renewals or Permit Modifications                                | \$ 25,000  |
| I. Solid Waste Consulting Assistance                                      | \$ 5,000   |
| J. Maintenance of Monitoring Devices                                      | \$ 5,000   |
| K. Contingency  | \$ 15,000  |
| <br>  |            |
| TOTAL FOR ADDENDUM 45   | \$ 211,000 |



**CLAY COUNTY**  
**CY 2025 – 2026 STANDARD LABOR RATES**

| DISCIPLINE                                | LABOR RATES (\$/HOUR) |
|---|-----------------------|
|   | 2025 – 2026           |
| Administrative Assistant                  | \$ 49.20              |
| Senior Administrative Assistant           | \$ 88.10              |
| Document Production                       | \$ 60.40              |
| Senior Document Production                | \$ 99.80              |
| CADD Technician                           | \$ 70.50              |
| Field Technician/Resident Observer        | \$ 96.20              |
| Senior Field Technician/Resident Observer | \$ 132.60             |
| CADD Designer/GIS Analyst                 | \$ 106.40             |
| Senior CADD Designer/GIS Analyst          | \$ 153.80             |
| Engineer Intern/ Associate Scientist      | \$ 104.40             |
| Engineer/Scientist                        | \$ 135.00             |
| Project Engineer/Scientist                | \$ 144.60             |
| Senior Project Engineer/Scientist         | \$ 192.50             |
| Project Manager                           | \$ 195.00             |
| Senior Project Manager                    | \$ 216.10             |
| Chief Engineer                            | \$ 216.30             |
| Project Officer                           | \$ 260.00             |



**CLAY COUNTY - ADDENDUM 45  
EQUIPMENT RENTAL AND SUPPLY  
EXPENSE VOUCHER**

**PROJECT NAME:** \_\_\_\_\_ **EVENT:** \_\_\_\_\_

**PROJECT NUMBER:** \_\_\_\_\_ **DATE(S):** \_\_\_\_\_

**Long Form - All Environmental Field Equipment**

| EQUIPMENT/ITEM                                | RENTAL RATES                  |          |                   | QUANTITY      |                |                | TOTAL |
|---|-------------------------------|----------|-------------------|---------------|----------------|----------------|-------|
|   | UNIT                          | USE      | WEEK<br>(>3 days) | @ DAY<br>RATE | @ WEEK<br>RATE | @ UNIT<br>RATE |       |
| <b>DRILLING EQUIPMENT - 0201</b>              |                               |          |                   |               |                |                |       |
| Hand Augers                                   | \$ 25                         | per day  | \$ 75             |               |                |                | \$ -  |
| <b>PUMPS - 0202</b>                           |                               |          |                   |               |                |                |       |
| Bladder Pump Controller (for Dedicated Pumps) | \$ 15                         | per day  | \$ 45             |               |                |                | \$ -  |
| Compressed Air Cylinders to Power Pumps       | \$ 15                         | per well |                   |               |                |                | \$ -  |
| Generator                                     | \$ 50                         | per day  | \$ 150            |               |                |                | \$ -  |
| Grundfos Sampling Pump System                 | \$ 50                         | per day  | \$ 150            |               |                |                | \$ -  |
| Micropurge Pump System                        | \$ 25                         | per day  | \$ 75             |               |                |                | \$ -  |
| Micropurge Controller                         | \$ 15                         | per day  | \$ 45             |               |                |                | \$ -  |
| Micropurge Pump                               | \$ 10                         | per day  | \$ 30             |               |                |                | \$ -  |
| Peristaltic Pump                              | \$ 20                         | per day  | \$ 60             |               |                |                | \$ -  |
| Mega-Monsoon Pump System 12 vDC               | \$ 50                         | per day  | \$ 150            |               |                |                | \$ -  |
| Portable Bladder Pump System                  | \$ 25                         | per day  | \$ 75             |               |                |                | \$ -  |
| <b>SAMPLING METERS - 0203</b>                 |                               |          |                   |               |                |                |       |
| Drawdown Meter                                | \$ 20                         | per day  | \$ 60             |               |                |                | \$ -  |
| Electronic Water Level Indicator              | \$ 20                         | per day  | \$ 60             |               |                |                | \$ -  |
| Turbidimeter                                  | \$ 25                         | per day  | \$ 75             |               |                |                | \$ -  |
| YSI Pro-Quatro Multi-Probe Meter              | \$ 60                         | per day  | \$ 180            |               |                |                | \$ -  |
| <b>LANDFILL GAS METERS - 0204</b>             |                               |          |                   |               |                |                |       |
| Eagle RKI Meter                               | \$ 60                         | per day  | \$ 180            |               |                |                | \$ -  |
| LFG Meter Calibration Gases                   | \$ 10                         | per day  | \$ 30             |               |                |                | \$ -  |
| <b>ORGANIC VAPOR ANALYZERS - 0205</b>         |                               |          |                   |               |                |                |       |
| Foxboro TVA-1000                              | \$ 120                        | per day  | \$ 360            |               |                |                | \$ -  |
| <b>SAMPLING EQUIPMENT AND SUPPLIES - 0208</b> |                               |          |                   |               |                |                |       |
| Bladder Pump Polyethylene Tubing              | \$ 0.20                       | per foot |                   |               |                |                | \$ -  |
| Grundfos Pump Polyethylene Tubing             | \$ 0.30                       | per foot |                   |               |                |                | \$ -  |
| Mega-Monsoon Polyethylene Tubing              | \$ 0.30                       | per foot |                   |               |                |                | \$ -  |
| Peristaltic Pump Polyethylene Tubing          | \$ 0.25                       | per foot |                   |               |                |                | \$ -  |
| Tygon Tubing                                  | \$ 6.00                       | per foot |                   |               |                |                | \$ -  |
| Disposable Bladder Pump Bladders/Parts        | \$ 25                         | each     |                   |               |                |                | \$ -  |
| Disposable Filters (.45 or 1.0 μ)             | \$ 40                         | each     |                   |               |                |                | \$ -  |
| Sampling Meter Calibration Fluids             | \$ 30                         | per day  | \$ 90             |               |                |                | \$ -  |
| Sampling Supplies (Bailed Wells)              | \$ 15                         | each     |                   |               |                |                | \$ -  |
| Sampling Supplies (Pumped Wells)              | \$ 15                         | each     |                   |               |                |                | \$ -  |
| Teflon Bailer                                 | \$ 10                         | each     |                   |               |                |                | \$ -  |
| <b>HEALTH AND SAFETY EQUIPMENT - 0209</b>     |                               |          |                   |               |                |                |       |
| Other Equipment                               | Bill out per job requirements |          |                   |               |                |                |       |
| Respirator Equipment                          | Bill out per job requirements |          |                   |               |                |                |       |
| <b>AIR SAMPLING EQUIPMENT - 0210</b>          |                               |          |                   |               |                |                |       |
| Air Sampling Pump                             | \$ 25                         | per day  | \$ 75             |               |                |                | \$ -  |
| Disposable Tubing                             | \$ 2.50                       | per foot |                   |               |                |                | \$ -  |
| Tedlar Bags                                   | \$ 25                         | each     |                   |               |                |                | \$ -  |
| Vaisala RH Instrument                         | \$ 60                         | per day  | \$ 180            |               |                |                | \$ -  |
| Visible Emissions Field Kit                   | \$ 100                        | per day  | \$ 300            |               |                |                | \$ -  |
| Xi-Tech Vacuum Box                            | \$ 50                         | per day  | \$ 150            |               |                |                | \$ -  |



## **CLAY COUNTY INVOICES BILLING INFORMATION**

### **CLAY COUNTY BILLING:**

3rd Party ODCs = 1.10  
In-House ODCs = 1.00  
(ODCs are Other Direct Costs)

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

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

#### **IN-HOUSE ODCs are billed at 1.00 and they include:**

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

#### **3RD PARTY ODCs are billed at 1.10 and they include:**

- \*Subcontractors: i.e., Pace Analytical Services, Inc., AEL Labs, EuroFins, Others.
- \*Freight and Courier: (Shipping), i.e., Greyhound, UPS, FedEx, Courier Service.
- \*Field Supplies: i.e., ice, water, etc.
- \*Outside Vendor Equipment Rentals
- \*Copy Reproduction Services.
- \*Permit (FDEP)

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

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

## STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

Any other provisions of the contract or agreement (the Agreement) to which this Addendum is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement and shall be deemed an integral part of the Agreement as if set forth therein. In the event of any contradiction or discrepancy between the terms of this Addendum and the Agreement, the provisions of this Addendum shall prevail. As used herein, the term “Contractor” means the supplier or other party to the Agreement providing services, 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 Agreement identifying such entity. The term “Services” means the scope of services to be provided and services rendered, whether completed or partially completed, or labor, supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. The term “Parties” means the County and the Contractor together.

1. As used in this paragraph, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; and the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller’s office (“Paying Agent”) by Email at [invoices@clayclerk.com](mailto:invoices@clayclerk.com) or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of proper invoice.

1.1. Upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the Invoice as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Services as delivered, installed, or performed to determine whether the quantity and quality of the Services is as represented in the Invoice and is as required by the Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or that the Services within the scope of the Invoice has not been properly delivered, installed, or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper.

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

1.3. The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to

appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent or designee shall schedule a meeting with the County Manager between the Contractor's representative and the Paying Agent or designee, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Contractor's representative and the Paying Agent or designee shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent or designee.

2. To the extent not otherwise expressly provided in the Agreement, 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. To the extent not otherwise expressly provided in the Agreement, in the event the 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. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile, copying, 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]: **\$.15/PAGE FOR COLOR & B/W COPIES. (8-12 x 11 or 11 x 17). See Addendum at Billing Information.**

5. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for such expenses, 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 or his or her designee is obtained.

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

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

8. Any pre-printed provisions of the Agreement or terms and conditions to the contrary notwithstanding, the Agreement shall not automatically renew but shall be renewed only upon subsequent written agreement of the Parties.

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

10. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the Parties arising out of the Agreement lies in Clay County, Florida.

#### 11. PUBLIC RECORDS LAW

11.1. The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

- a) Keep and maintain public records required by the County to perform the Services required under the Agreement;
- b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and

exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

11.3. The Contractor acknowledges the provisions of Section 119.0701(3), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

- a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
- c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

12. **SCRUTINIZED COMPANIES CERTIFICATION.** In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Contractor is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating the Agreement if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

13. **E-VERIFY REQUIREMENT.** Pursuant to Section 448.095, Florida Statutes, the Contractor shall register with and utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Agreement, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes. Upon request, the Contractor must provide evidence of compliance with this provision. Failure to comply with this provision is a material breach of the Agreement, and the County shall have the option of terminating the Agreement at its discretion.

14. **HUMAN TRAFFICKING ATTESTATION.** In compliance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Contractor, a nongovernmental entity, hereby attests under penalty of perjury as follows:

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

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| <p><b>CONTRACTOR</b></p> <p>By: <u>Stanley F. Ferreira, Jr.</u><br/> <small>Stanley F. Ferreira, Jr. (Aug 11, 2025 15:14:49 EDT)</small></p> <p>_____<br/> Stanley F. Ferreira, Jr., PE<br/> Print Name</p> <p>_____<br/> President &amp; CEO<br/> Print Title</p> <p>_____<br/> Aug 11, 2025<br/> Date</p> | <p><b>CLAY COUNTY, a political subdivision of the State of Florida</b></p> <p>By: _____<br/> Betsy Condon<br/> It's Chairman</p> <p>ATTEST:</p> <p>_____<br/> Tara S. Green<br/> Clay County Clerk of Court and Comptroller<br/> Ex Officio Clerk to the Board</p> |
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